

SCHEDULE –“C”

TERMS AND CONDITIONS GOVERNING THE RATE CONTRACT FOR **HARDWARE** AND PERIPHERALS VALID UPTO 30/09/2009:

1. SECURITY DEPOSIT

The vendor shall furnish the security in the manner mentioned above and the amount required for it shall be as follows:

SR NO	ITEM NAME	AMOUNT IN RS. (INR)
1	PC, Server each	10, 00,000/-
2	Printers,	5,00,000/-
3	Laptop, Thin Client, LCD Monitor, Biometric Device and Printer Cartridge each	2,00,000/-

For same type of product but different OEM, security deposit at the above rate for each OEM shall be deposited.

The security deposit shall be in the form of Bank Guarantee from any nationalised bank and the same shall be submitted at the time of signing the contract agreement without which agreement will not be executed. Security Deposit will be refunded after 3 months of the expiry of the rate contract, after deducting the penal amount, if any, and after furnishing indemnity bond.

2. CONTRACT EXECUTION

- 2.1. In addition to terms and conditions being mentioned hereunder, all terms and conditions of the RFP and corrigenda issued will also be applicable for the contract.
- 2.2. The successful bidder shall execute the agreement of contract in a given format (Annexure -H) within 7 days from issue of the letter of intent from DIT. In exceptional circumstances, on request of the successful bidder in writing for extension, Director (IT) reserves the right to grant an extension for appropriate period after getting satisfied with the reasons given.
- 2.3. At the time of signing the agreement, the successful Bidder shall submit Security Deposit for required amount in the form of Bank Guarantee drawn on any Nationalised Bank in favour of the Director, Directorate of Information Technology, GoM valid for 15 months from the date of signing the agreement in a given format. Without this agreement will not be executed.
- 2.4. On failure of execution of the agreement by the successful bidder within stipulated period, E.M.D. furnished will be forfeited.
- 2.5. There shall be tripartite agreement on which Director, DIT, OEM and the authorized partner of the OEM will sign.



2.6. The responsibility of the OEM under the contract will be to supply quality product and support thereafter. Any action taken by the DIT in respect the quality and service support shall be challenged only by the OEM.

2.7. The responsibility of the vendor is to supply brand new and standard products without any damage with its/their installation and commissioning. The vendor shall be responsible for delay in supply, installation & commissioning. The vendor shall also be responsible for installing only licensed software.

3. VALIDITY PERIOD OF THE CONTRACT

3.1. The Rate contract shall remain in force till 30/09/2009. However, this may be extended for the period approved by the Committee. Due to rapid changes in prices of the IT products, rates will be revised from time to time as decided by the Committee during the period of Rate Contract. Normally, the revision will be done on quarterly basis and first revision will be done in the month of October 2008. Revision in both rates and specifications will be done. Vendors will have to quote the discount with latest specifications in the Performa given in Annexure J.

For revision in rates and specifications, the discount with old and new specifications will be called from RC holders only. The highest discount and latest specifications will be basis of the revised RC.

3.2. A supply order may be placed up to the last day of the currency of the rate contract. Delivery date in the supply order need not necessarily fall within the currency of the rate contract but it can go beyond it depending upon the terms of delivery stipulated in the rate contract or in specifically agreed condition of delivery in respect of particular purchase order.

3.3. No extension of validity period of the rate contract itself is required when deliveries against outstanding supply orders continue even after expiry of the validity period. The rate contract will remain alive for purpose of delivery for all the stores ordered during the currency of the rate contract until deliveries have been completed. However, in case of order of supply of goods is for the years 2008-09, supply and installation has to be completed by 31st of March, 2009.

4. SCOPE OF CONTRACT

This Rate Contract will be applicable for the departments/offices of Government of Maharashtra, Zilla Parishad, all the State Government Undertakings, Municipal Corporations, Municipalities, Nagar Parishad and other local bodies, PSUs, Quasi Public Bodies etc.

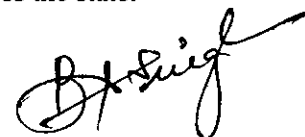
5. AREA OF OPERATION AND LOCATION OF SUPPLY OF GOODS AND SERVICES

The Rate Contract items being procured through this tender shall be installed and commissioned at any location in Mumbai, District headquarters, Taluka places or any other location in Maharashtra and any State Government offices located anywhere in India, as may be specified by the authority issuing purchase order.

6. RESPONSIBILITIES OF OEM AND PARTNERS

6.1. The service support during the contract period shall be exclusive responsibility of the OEM and the same shall be discharged through its own service engineer.

6.2. OEM will have to depute one resident Engineer for Mantralaya to provide necessary support in Mantralaya and coordinate with support teams across the state.



- 6.3. OEM shall submit support plan to DIT.
- 6.4. New PC/Note Book/Server will be supplied with free Anti Virus (and Anti Spam in case of server) for 60 days and within that period, vendor will upload licensed Anti Virus/Anti Spam (Symantech/ Norton/ McAfee/ Etrust) and will provide onsite support for three years from the date of loading. Equipments will not be accepted without Anti Virus/Anti Spam. OEM & Vendor will be jointly and severely responsible for support along with updates and upgrades of Anti Virus and Anti Spam. If order is placed exclusively for antivirus/ anti spam it will be obligatory on the Vendor to supply the same at the approved rates.
- 6.5. The responsibility of the vendor is to supply brand new and standard products without any damage with its/their installation and commissioning. The vendor shall be responsible for delay in supply, installation & commissioning. The vendor shall also be responsible for installing only licensed software.
- 6.6. Both vendor and the OEM will be jointly and severely responsible for terms and conditions of the contract.

7. INSTRUCTIONS TO VENDORS & BUYERS

- 7.1. The intender/buyer shall mark a copy of the Purchase order to this Directorate. The vendor shall submit a report to the DIT regarding execution of the said order. Non submission on the part of vendor will be treated as violation of terms and conditions of the contract.
- 7.2. The report submitted by the vendor to the DIT shall include purchase order, corresponding number of equipments dispatched, and license numbers of the software dispatched, manufacturer's unique ID number on the equipment, packing list and other such documents.
- 7.3. Equipment dispatched without such reports to DIT shall be considered as violation of the terms and conditions of the rate contracts and necessary action shall be initiated against the vendor.
- 7.4. The rates approved for the items under this RC will be the lowest in the market. Any violation of this clause shall make the vendor liable for blacklisting.

8. VENDORS PLAN FOR OBTAINING ORDER

The Vendor shall submit a plan for obtaining supply order which will include contact details and escalation matrix who will collect the purchase order and from whom enquiry about the supply can be made by the intender/buyer. The same will be displayed on GoM, Website for intender's/buyer's convenience.

9. PURCHASE ORDER & PAYMENT RESPONSIBILITY

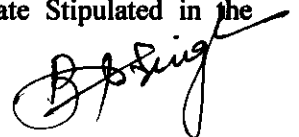
- 9.1. Selection of product included in the Rate Contract and placing purchase order shall be discretion of the intender/buyer, which cannot be challenged by any vendor. Raising any objection by the vendor over the selection of the product by the buyer shall amount to violation of the terms & conditions of the contract for which vendor shall be liable for penal and other appropriate actions



- 9.2. The purchase order for the product shall be placed directly by the authorized officer of the respective departments/offices under the Government of Maharashtra, Local Bodies, State Government Undertakings etc in accordance with the existing rules, procedures and GRs. The authority issuing purchase order shall be responsible for making payments as per payment terms for the goods supplied and services rendered.
- 9.3. The purchase order shall be issued exclusively in the name of the Vendor and payment shall also be made in the name of the vendor only. Purchase order issued/received in different name or cheque issued in different name shall not be taken as purchase under the Rate Contract.
- 9.4. The Vendor cannot delegate its rights to any institution to receive purchase order or/and payment in its name. If it is found that the vendor has appointed such institution to receive order and payment in its name, the vendors name will be removed from the Rate Contract list and such purchase will be treated as purchase outside the Rate Contract.
- 9.5. Purchase order may either be for the main item or add on item or may be for both. The vendor cannot refuse to supply only add on. Refusal shall be violation of the term and condition of the contract and vendor shall be liable for punishment. The nature and quantum of punishment shall be decided by the Director, IT, GoM in accordance with the law. An appeal, within 30 days of the date of passing order, can be preferred to the Secretary, IT whose decision will be final.
- 9.6. On receipt of the equipment/s in good condition and the same is/are accepted by the concerned intender/buyer, payment as per payment terms shall be made. Payment cannot be withheld on pretext of non installation.

10. ACKNOWLEDGEMENT OF THE PURCHASE ORDER

- 10.1. The vendor shall accept Supply Order from the intender/buyer against this Contract. The vendor shall examine the supply order(s) immediately on their receipt and bring to the notice of officer placing the supply order, within 7 days of the receipt of supply order, any discrepancy, with regard to the nomenclature, manufacturers part no. of the stores etc. ordered for due rectification. The letter should be sent by Registered Post. A.D. Meanwhile, supply of items which are clear for acceptance should not be held up and supplies be arranged by the date mutually agreed upon.
- 10.2. The vendor shall maintain stocks at the station (s) indicated by him in his bid and shall make deliveries against Supply Orders from such stocks as and when required. Upon receipt of a Supply Order (S.O.), the vendor, within Seven (7) days, intimate to the S.O. issuing authority, the quantity which can be supplied from stocks at the station(s) specified in the S.O. and within the Delivery period stipulated therein and the time required to supply the balance.
- 10.3. If the Vendor is unable to supply the entire quantity within the time stipulated in the S.O. and intimate the time within which supplies will be made by the Vendor, the Officer placing the S.O. will notify his acceptance of the Delivery Time offered by the Vendor or negotiate until an agreement is reached between the S.O. issuing Authority and the Vendor.
- 10.4. If the Vendor fails to give such intimation within Seven (7) days, it will be taken that the Vendor has agreed to supply the stores within the Delivery Date Stipulated in the Purchase order.



- 10.5. In all cases, the Delivery Time as deemed to be accepted by the Vendor or agreed upon as aforesaid between him and the officer placing the Purchase Order shall be deemed to be essence of the Contract and delivery must be completed no later than such Date. If in any case, no agreement with respect to the Delivery Time is reached between the Vendor and the Officer who has issued the Purchase Order, it shall be lawful for such officer to withdraw the Purchase Order and the Vendor shall have no claim in respect of such withdrawal(s).

11. QUALITY OF GOODS & SERVICES

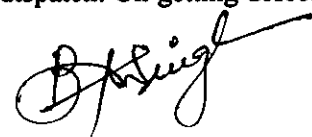
- 11.1. The equipment/product must conform to the specifications given and of desired quality. Vendor shall guarantee that the item/s delivered to the purchaser is/are brand new. In case of PC and laptop, Operating System software shall be OEM pack with original media (recovery and original CD), documentation, authentication and license. Vendor shall guarantee that the software supplied to the purchaser is legal and authorized.
- 11.2. Consistency in delivery shall be maintained for the entire lot of products ordered. All the required quantity of product/s in schedule of requirement shall be of the same brand and model number. The Vendor shall not substitute any internal components or subsystems of the product by similar items of different manufacturer/s.
- 11.3. All the equipments and peripherals shall be supplied with the relevant interface cables and necessary standard accessories. Also, all the equipments shall be provided with ISI standard, 3-pin power plugs (5-amp/15 amp, as required).
- 11.4. The OEM as well as the partners shall be jointly and severally responsible for and quality of the supply.

12. INSPECTION OF STORES

The Vendor shall have to submit in detail Quality Control Procedures and standards adopted in the manufacturing process.

12.1 FACTORY INSPECTION

- i. The factory testing will be done in the warehouse of the OEM with all the necessary testing facilities at Mumbai/ Pune by the Inspection team constituted by the DIT. Expenditure related to inspection shall be borne by the vendor.
- ii. The minimum lot sizes for testing of PCs and Notebook shall be 200 and 50 numbers respectively. The OEM shall provide a list of Serial Nos. of the equipments to DIT.
- iii. The Vendor shall make the equipments ready for inspection within 2 weeks from the date of placing the order by the buyers.
- iv. For every such batch, the Vendor shall communicate in writing to the DIT about the readiness of the equipments for inspection.
- v. Normally, the inspection shall be conducted within a week after receipt of the communication to the DIT.
- vi. The method of inspection shall be on sampling basis and its intensity will be 10 %. However, the DIT reserves the right to make change in the methodology and intensity of the inspection.
- vii. On the satisfaction after tests, the batch shall be cleared for dispatch. On getting defect in any of the sample, whole lot will be rejected.



- viii. A tamper-proof inspection seal shall be affixed on the packed boxes of each batch so inspected and cleared. Inspection team leader shall sign on the inspected boxes.

12.2 LABORATORY TESTING

- a) One of every thousand equipments batch shall be tested in the laboratory decided by the DIT at the cost of the vendor. All the charges to carry out laboratory testing shall be borne by the vendor.
- b) Selection of the sample shall be done by the inspection team as per the standard norms and procedure.

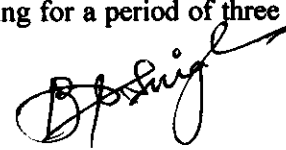
13. PACKING AND MARKING:

- 13.1 Unless specified otherwise, consignment shall be securely and properly packed, and every precaution taken to avoid loss or damage during transit. The packing shall be all-weather proof and sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 13.2 Each package should be clearly marked to indicate Description and Quantity of stores, Name and Address of the intender/buyer, Gross weight of the Package, S.O. No. and Date and the Name of the Vendor as provided in the General Conditions of the Contract.
- 13.3 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the purchase order and in any subsequent instructions ordered by the intender/buyer.

14. DESPATCH INSTRUCTIONS AND NOTIFICATION:

- 14.1 Unless otherwise specified, supplies will be available from the date of Contract commences.
- 14.2 It is essential that full and clear instructions regarding dispatch are given in the Supply Order. Any changes in dispatch or delivery instructions should be notified to the vendor under intimation to the DIT.
- 14.3 Challans, Packing Notes must be submitted to the intender/buyer sufficiently in advance of the actual arrival of Stores at destination failing which the vendor shall be held responsible for any subsequent discrepancy between actual receipt and the materials detailed in the challan received later.
- 14.4 The stores will be delivered free at intender's/buyer's end including freight.
- 14.5 It will be responsibility of supplier for safe arrival of stores in full and good conditions at intender's/buyer's specified destination and intender/buyer will not pay separately for transit insurance, if any.
- 14.6 Product shall confirm to standard guarantee/warranty effecting for a period of three years from the date of installation and demonstration.

15. DELIVERY DOCUMENTS



Within 24 hours of shipment, the Vendor shall notify the intender/buyer, by cable/telex/Fax the full details of the shipment including Contract No., Receipt No., Date, Description of Goods, quantity etc. The vendor shall submit the following documents to the purchaser:

- a) 4 copies of the Vendor invoice showing goods description, quantity, unit price, and total amount.
- b) Railway / Lorry receipt
- c) Inspection report
- d) Manufacturer's /Vendor's guarantee certificate

16. EXTENSION OF DELIVERY PERIOD

As soon as it becomes apparent to the vendor that the delivery date(s) stipulated in the Supply Order(s) cannot be adhered to, Vendor should apply for extension to the officer(s) who placed the supply order(s) giving reasons for the delay and also the date up to which extension is required. The Officer placing the Supplying Order will consider such request and if he has no objection, extend the delivery date suitably subject to the following conditions:

- a. That an amount equal to the liquidated damage for delay in the supply of the stores after the expiry of contract delivery period shall be recovered from the vendor as mentioned for the extended period, notwithstanding the grant of this extension.
- b. That no increase in price on account of any statutory increase in or fresh imposition of Customs Duty, Excise Duty, Sales Tax or on account of any Tax or Duty leviable in respect of stores specified in the said Supply Order which takes place after the agreed delivery date shall be admissible on such of the said stores as are delivered after the said date.
- c. That notwithstanding any stipulation in the contract for increase in price or any other ground no such increase which takes place after delivery date shall be admissible on such of the said stores as are delivered after the said date.

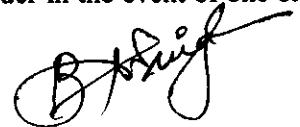
17. LIQUIDATED DAMAGES FOR DELAYED SUPPLY

17.1 If the vendor fails to deliver any or all of the equipments/products or does not perform the Services within the time period(s) specified in the Contract, the intender/buyer shall, without prejudice to its other remedies under the Contract, deduct from the Payable Amount, as liquidated damages, a sum equivalent to 0.5 percent of the price of the undelivered stores at the stipulated rate for each week or part thereof during which the delivery of such stores may be delayed subject to a maximum limit of 10 percent of the stipulated price of the stores so undelivered. Such penalty is to be deducted always by the intender/buyer from the bill of the vendor or if purchased elsewhere the extra amount paid will be recovered from Performance Guarantee.

17.2 Once the penalty reaches maximum, the intender/buyer shall make a report to the DIT for terminating the contract and initiating other appropriate action against the vendor.

18. ORDER CANCELLATION

18.1 The intender/buyer also reserves the right to cancel the order in the event of one or more of the following circumstances:



- Serious discrepancy in hardware noticed during the pre-dispatch inspection, if any.
- Delay in delivery and installation beyond a period mentioned in the purchase order.
- Breach by the vendors of any of the terms and conditions of the tender.
- If the Vendor goes into liquidation voluntarily or otherwise.

18.2 In addition to the cancellation of purchase order, the intender/buyer reserves the right to forfeit the performance guarantee submitted to the intender/buyer (in form of Bank guarantee) by the Vendor. However, proposal for cancellation of Supply Order need be referred to DIT if Supply Orders is above Rs. 10 lakh in value and where it is established that the delay in supply is due to willful negligence on the part of the vendor.

19. RISK PURCHASE

In case the Vendor fails to deliver the quantity as stipulated in the delivery schedule, the intender/buyer reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the Vendor.


20. INSPECTION AT INTENDER/BUYER PREMISES

- a. The vendor shall provide the copy of the factory inspection report having details of the equipments and specimen signature of the inspecting officer to intending officer. The intending officer shall physically inspect the equipments supplied and check the list of items and their physical state.
- b. The intending officer or the team constituted by him/her shall do the checking of the store. During the verification mainly the following parameters will be considered:
 - i. Seal put on the packed boxes and verify the signature thereon of the inspecting officer.
 - ii. Either box/es with broken seal or signature on seal not matching with that on inspection report, the equipment shall not be accepted by the intender/buyer and the same shall have to be taken back by the vendor at his own risk and cost.
 - iii. Operating system pack, which is OEM pack with original media (recovery and original CD), documentation, authentication and license.
 - iv. While inspecting OEM pack, team shall match the product key code given on original CD, inside machine registry and a sticker on the PC cabinet. The vendor shall help in conducting this inspection and satisfy the intender/buyer.

The Vendor shall proceed to open the packing and to carry out the installation only after a written acknowledgement has been obtained from the intender/buyer that the goods have been inspected and found to be in order.

21. SURPRISE INSPECTION BY DIT

21.1 In addition to the above inspection, the officer or the representative of the DIT may do the surprise inspection of any destination of supply to check genuineness of the hardware, software and peripherals supplied. Director, IT or his representative can choose any unit of any product from any of the indentor for lab testing. The STQC lab where testing is to be carried out shall be decided by the DIT. If the quality of the product is found contrary to the specification given in the RC, the vendor's RC shall be suspended. However, the final decision will be taken as per existing law.



21.2 Any interference by the vendor during the process of lab testing will be considered as violation of terms and conditions and vendor will be liable for the punishment. After supply, vendor shall not be authorised to take any supplied unit for testing. Besides, interfering directly or indirectly in laboratory testing by the vendor/OEM to influence to the laboratory authority shall be taken a fraudulent act on the part of the vendor/OEM and severe act as per law will taken. It will be the duty of the head of the office concerned to carry out laboratory testing as per direction of the Director, IT.

22. PERFORMANCE BANK GUARANTEE

22.1 The performance guarantee shall be applicable for Hardware.

22.2 The OEM shall submit before installation of the equipments a Performance Security Deposit for an amount equal to 10% of the value of the purchase in the form of Bank Guarantee in a given format from any Nationalised Bank in favour of the buyer valid for 39 months from the date of installation and commissioning. Equipments will not be accepted and payment against delivery will not be released without Performance Security Deposit.

22.3 The proceeds of the performance guarantee shall be payable to the indenter as compensation for any loss / penalties / liquidated damages resulting from the vendor's failure to complete its obligations under the contract.

22.4 The performance guarantee shall be discharged by the buyer to the vendor within 60 days of the expiry of the warranty period. Date of warranty shall start from the date of successful commissioning of the equipment.

22.5 For Printers cartridge, performance security is not needed.

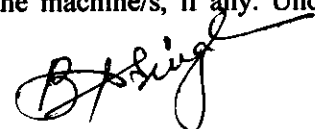
23. INSTALLATION, COMMISSIONING & ACCEPTANCE

23.1 The Vendor shall be responsible for delivery and installation of the Hardware at site of the order and for making them fully operational within four weeks for Divisional Head Quarters and 5 Weeks for other places. However, for the order placed during the 2008-09 financial year, supply and installation has to be completed by 25th March 2009. If not possible, it shall be communicated to the intender/buyer in writing with a copy to the DIT. The period shall start from the date of receipt of the purchase order.

23.2 The Vendor at the destination site, in the presence of intender/buyer and/or its representative, shall conduct acceptance test. The tests will involve installation and commissioning and trouble free operation of the complete system for two consecutive days apart from physical verification and testing. There shall not be any additional charges payable by the intender/buyer for carrying out this acceptance test.

24. INTEGRATION OF HARDWARE, SOFTWARE AND PERIPHERALS

24.1 The Vendor shall integrate the hardware, software and peripherals supplied by him to make them fully operational and he will be responsible for installing patches from time to time for the software supplied by him. In case of vendor supplying only hardware, they will be responsible for demonstrating various parts to integrate peripherals. However, in case of problems with machines and / or equipments, it will be the Vendor's responsibility to locate the exact nature of the problem/s and rectify the same except for the problems in the application software installed on the machine/s, if any. Under no



circumstances, problem shall be posed on the application software without sufficient reasons and justifications.

24.2 The Vendor shall also take required steps to successfully install the entire driver Software for the peripherals supplied by him. It will be the responsibility of the vendor to keep all software updated through relevant patches during the warranty period.

24.3 The Vendor shall note that all the equipments and peripherals shall be supplied with the relevant interface cables. Also, all the equipments shall be provided with ISI standard, 3 Pin Power Plugs (5-amps/15 amp, as required).

25. SOFTWARE DRIVERS AND MANUALS

All equipments will have to be supplied with all the software drivers and detailed operational and maintenance manuals for each of the items and important components therein such as Display Monitor, Display Controller, Ethernet interface, CD-ROM/Combo Drive, Printer Driver, etc. for a particular operating system as applicable, free of cost.

26. TAXES AND DUTIES

Rate quoted for items under RC shall be inclusive of Supply, Installation and 3 Years onsite warranty, all taxes and duties etc. Octroi Exemption Certificate, if applicable, shall be given by the purchaser along with purchase order to the Vendor. If Octroi exemption certificate cannot be given, the Octroi will be borne by the intender/buyer.

27. PAYMENT TERMS

27.1 For PC, Laptop, Projector, Server, Printers, UPS and all other Items 90 % payment towards supply will be made by the intender/buyer within 45 days from the date of receipt and verification of stores. Balance 10% payment shall be made within 45 days from the date of satisfactory Installation of equipment/s.

27.2 For Server, Printers and UPS, 80 % payment towards supply will be made by the intender/buyer within 45 days from the date of receipt and verification of stores. Balance 20% payment shall be made within 45 days from the date of satisfactory Installation of equipment/s.

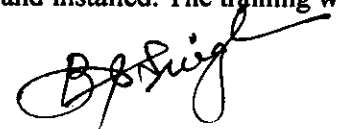
27.3 For PC 90 % payment towards supply will be made by the intender/buyer within 45 days from the date of receipt and verification of stores. Balance 10% payment shall be made within 45 days from the date of satisfactory Installation of equipment/s.

27.4 For Printer Cartridge and Add-On items (purchased separately), 100 % payment towards supply will be made by the intender/buyer within 45 days from the date of receipt and acceptance of stores.

27.5 On receipt of the equipment in good condition and the same has been accepted by the indentor, making payment of the above amount is obligatory upon the indentor. The Payment cannot be delayed due to installation and commissioning. Delay on the part on the indentor for installation cannot be treated as delay for penalty.

28. OPERATIONAL TRAINING

The vendor will have to train two users nominated by the intender/buyer for three days (full-time) at his cost for operation of all the equipments supplied and installed. The training will be as per the satisfaction of the client / end user.



29. WARRANTY

- 29.1 The OEM shall provide comprehensive onsite warranty for a period of Three years from the date of installation and commissioning of equipment/s and software supplied.
- 29.2 Any defect observed within 6 months of the supply, the vendor shall be obliged to change the equipment with new piece of equipment without making any charge.
- 29.3 The buyer will take appropriate action against the concerned, if needed. An appeal, within 30 days of the date of passing the order by the buyer, can be preferred to the Director, IT, GoM. He will decide the case on merit. However, an appeal against the order passed by the Director, IT can be filed to the Secretary, IT whose decision will be final and binding.
- 29.4 Warranty shall not become void if the intender/buyer buys any other supplemental hardware from a third party and installs it with/in these machines. But, the warranty will not apply to such hardware items installed. The equipment, if necessary, will be opened only by the OEM Engineer for repair/otherwise during the warranty period.

The warranty shall cover the following

- a) The equipments/products should be repaired and made operational within 48 hours, failing which a replacement should be given till the equipment is repaired. In case of software, it shall be replaced.
- b) The warranty period will get extended by 3 months for each failure to provide a quality service cum checkup, which is required to be provided by the OEM.

30. SUPPORT PLAN OF OEM

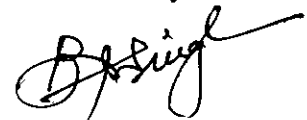
The OEM shall submit the support plan which will include details of contact and escalation matrix to whom the buyer will contact for support. Support plan with escalation matrix shall be displayed on GoM, Website for intender's/buyer's convenience.

31. COMPLETENESS OF CONTRACT

- 31.1 The contract will be deemed as incomplete if any component of the hardware, software, network devices, etc., or any documentation / media relating thereto is not delivered, or is delivered but not installed and /or not operational or not acceptable to the intender/buyer after acceptance testing /examination.
- 31.2 In such an event, the supply and installation will be termed as incomplete and it will not be accepted and the warranty period will not commence. The equipment will be accepted after complete commission and satisfactory functioning of equipments for a minimum period of 10 days. The Warranty period will commence only on acceptance (based on acceptance test) of equipments by the intender/buyer.

32. PROTECTION AGAINST RISK OF OBSOLESCENCE

- 32.1 Service Support partner will make the spare parts for the systems available for a minimum period of four years from the time of acceptance of the system. Thereafter, Service Support partner will give at least twelve months notice prior to discontinuation of support services, so that the indentor/buyer may order its requirements of the spares, if he so desires. If any of the components like memory, hard disk, floppy disk drives, monitors etc. are not available or difficult to procure, or the procurement is likely to be delayed for



replacement, if required, the replacement shall be carried out with state of the art technology equipment of equivalent or higher capacity, at no additional charges to the indenter/buyer or Tenderer.

32.2 During the validity period of the order, if any of the machines /chips /parts becomes unavailable in the market, the vendor will be bound to supply the next higher version /configuration /family of the machines /chips /parts at the same price at which the rate contract is fixed.

33. REPLACEMENT DUE TO REPEATED FAILURE

If, during the warranty period, any equipment has any failure on two or more occasions, it shall be replaced by equivalent new equipment / software by the Vendor at no cost to the indenter/buyer.

34. PENALTY FOR DOWNTIME

34.1 The indenter/buyer may make a complaint about the equipment/service through letter, fax, e-mail, phone, SMS or any other means as the indenter/buyer thinks fit or convenient to the Service centre reported by OEM.

34.2 On receiving complaint about equipment/service, the service support partner will respond and repair/replace or provide required services as per the schedule given below:

Sr. No.	Location of complaint	Response Period (Visiting site)	Resolution Period (After response period)
1	Mumbai & Pune	5 hrs	24 hrs
2	Nashik, Aurangabad, Amravati, Nagpur,	6 hrs	48 hrs
3	Other places	24 hrs	48 hrs

34.3 In case of Server, on getting complaint the same shall be replaced by a temporary substitute within 24 hrs if repair is not possible within resolution period.

34.4 Public Holidays as declared by Government of Maharashtra will be excluded for the above downtime calculation.

34.5 In case Vendor fails to meet the above standards of maintenance, there will be a penalty (Rs. per day after resolution period) as specified in the table below:

Sr. No.	Item	Amount (for each)
1.	Notebook	Rs. 200 per day
2.	All Desktop PC	Rs. 100 per day
3.	Server	Rs. 500 per day
4.	Printer, Scanner, Plotter	Rs. 100 per day



5.	Projector	Rs. 200 per day
6.	UPS	Rs. 200 per day
7.	Printer Cartridge	Rs. 50 per day

34.6 In case the equipment is not repaired/replaced within one week, the penalty will be charged at 5 (Five) times of the penalty shown above.

34.7 If the original equipment/s is/are replaced by a temporary substitute equipment/s within resolution period, the penalty will not be charged for one week from the date of substitution /replacement. If the same is not repaired/ replaced within one week, the penalty at the above rate will be charged thereafter for one week and the same shall be 5 times thereafter. The penalty shall be deducted from the performance guarantee.

35. INDEMNITY

Service Support partner shall indemnify, protect and save the indenter/buyer against all claims, losses, costs damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respects of all the hardware and software supplied by him.

36. PUBLICITY

Any publicity by the vendor in which the name of the indenter/buyer is to be used should be done only with the explicit written permission of the indenter/buyer. The vendors shall not print RC at their own end. It will be seen as violation of the terms and condition of the contract.

37. CORRUPT OR FRAUDULENT PRACTICES

The Purchaser requires that the Bidders under this tender should observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser defines the terms set forth as follows:


37.1 "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the award of the RC, procurement process or in contract execution;

37.2 In the event of corrupt practice and fraudulence in addition to penal action as per the terms and conditions of the contract, legal action shall also be initiated against the concerned.

37.3 "fraudulent practice" means a misrepresentation of facts in order to influence award of contract or a procurement process or a execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of the free and open competition;

37.4 The Purchaser will suspend the award of contract if prima-facie it is established that the vendor had engaged in corrupt or fraudulent practices in competing for the contract in question.

37.5 The Purchaser will declare a Bidder ineligible after giving opportunity of being heard,



either indefinitely or for a stated period of time, to be awarded a contract if at any time it is found that the Bidder has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.

38. SUSPENSION & CANCELLATION OF RATE CONTRACT

38.1 The Rate Contract of the Vendor shall be suspended forthwith by the DIT without issuing notice on any of the following circumstances/reasons:

- i) On finding deviation in technical specification as given in Appendix – A, in the supplied product, or
- ii) Violation of any condition of the tender/ contract or part of any condition of the tender contract of RC, or
- iii) Deviation found in quality and quantity of the product supplied, or
- iv) On finding software supplied with hardware as pirated, or
- v) If it is found that during the process of award of contract, fraudulence was made by the bidder or the vendor if found to resort to the fraudulent practice in getting supply order like offering incentive in terms of free product or money.

38.2 As stopping the supply of faulty/substandard product and taking appropriate action in this regard is of an urgent and emergent nature required to protect the interest of the Government, the Rate Contract of the concerned will be first suspended without issuing any notice. However, before taking the final decision on the matter, all concerned will be given reasonable opportunities to explain their stand. After enquiry, if the vendor is found guilty, the Rate Contract of the concerned vendor for the product in question will be cancelled and other appropriate legal action shall also be initiated against all concerned.

38.3 The aggrieved party against the order passed by the Director, IT, GoM may file an appeal to the Secretary, IT, GoM within 30 days of passing the order. The decision of the Secretary, IT, GoM shall be final and binding.

39. RESOLUTION OF DISPUTES

39.1 The indenter/buyer and the Vendor shall make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or in connection with the any of the or part of the terms and conditions of the contract.

39.2 If within thirty days from the commencement of such negotiations, the indenter/buyer and the Vendor have been unable to resolve dispute amicably, either party may referred it for resolution to the Director, IT, GoM who will decide it on merit.

39.3 An appeal against the order passed by the Director, IT, GoM may be preferred to the Secretary, IT, Government of Maharashtra as a sole arbitrator whose decision shall be final and binding on both the parties.

39.4 Vendor or OEM's liabilities under the contract will not exceed the price of the product and services supplied to the indenter/buyer.

40. LEGAL JURISDICTION

All legal disputes are subject to the jurisdiction of Civil Courts Mumbai only.

