

## SCHEDULE-"D"

### TERMS AND CONDITIONS OF THE TENDER AFTER INCORPORATING CORRIGENDA ISSUED

#### 1. TENDER FORM AND TENDER FEE

The tender Form along with tender document is available on Website [www.maharashtra.gov.in](http://www.maharashtra.gov.in). This can be downloaded. The filled tender form shall accompany a crossed Demand Draft for Rs. 5000/- as tender fee drawn on any Nationalized Bank in favour of the Director, Directorate of Information Technology, Government of Maharashtra, payable at Mumbai at par without which tender will be taken as incomplete and shall not be considered. The D.D. shall be kept in separate envelope, which will be kept inside technical offer envelope/box.

#### 2. DEFINITIONS

In this tender document and associated documentation, the following terms shall be interpreted as indicated below:

- a) 'OEM' means Original Equipment Manufacturer.
- b) 'Eligible Bidder' means OEM satisfying qualifying criteria.
- c) 'Eligible Partner' means eligible partner of an eligible OEM satisfying qualifying criteria.
- d) 'Authorised Partner' means an eligible partner authorized by the OEM to participate in the tender.
- e) "The Purchaser" means Director, Directorate of Information Technology, G.A.D., Govt. of Maharashtra or any officer authorized by the Government of Maharashtra to enter into the Rate Contract with the Vendor.
- f) "The Indentor/ Buyer " means any officer authorized by the Government of Maharashtra to place an order for supply of goods and services under the Rate Contract to the vendor.
- g) "The Bidder" means the eligible manufacturers or eligible authorized partner who bids or offers the goods and services against this tender.
- h) "The Vendor" means the successful bidder with whom the Purchaser enters into a Rate Contract against this tender.
- i) "The Contract" means an agreement entered into by the Purchaser with OEM and the successful bidder by signing a contract form in a given format by the parties, including all the attachments and appendices thereto, and all documents incorporated by reference therein;
- j) "The Contract Price" means the price payable to the Vendor under the contract for the full and proper performance of its contractual obligations;
- k) "The Goods" means all the Hardware and Peripheral which the Vendor required to supply to the Indentor under the Contract;
- l) "Bulk Order" is defined as follows:
  - i.) Order of Dept/Office of a particular product during the Rate Contract period having number more than or equal to 50 and less than 100.



- ii) Order of Dept/Office of a particular product during the Rate Contract period having number more than or equal to 100 and less than 400.
- iii) Order of Dept/Office of a particular product during the Rate Contract period having number more than or equal to 400.
- m) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services applicable etc, such as installation, commissioning, provision of technical assistance, training, on-site comprehensive warranty, Testing, annual maintenance and other obligations of the Vendor covered under the Contract.
- n) "Consignee" means the officer authorized by the Government of Maharashtra for receiving goods/services at the place where the Hardware, Software and Peripheral has to be supplied and installed;
- o) 'Non compliance' means failure/refusal to comply the terms and conditions of the tender;
- p) 'Non responsive' means failure to furnish complete information in a given format and manner required as per the tender documents or non-submission of tender offer in given Forms / Performa or not following procedure mentioned in this tender or any of required details or documents is missing or not clear or not submitted in the prescribed format or non submission of tender fee on EMD.
- q) 'Testing' means testing under specified environment of the equipments exclusively in STQC (Standardization Testing and Quality Certification) approved laboratory given at [www.stqc.nic.in](http://www.stqc.nic.in).
- r) 'Registered' means company registered under Indian companies Act 1956 or firm registered under Partnership Act.

### 3. RATE FOR BULK ORDER

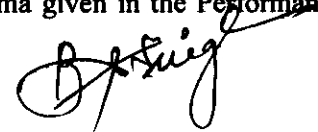
- i) Order of a particular product for quantity less than 50 :  
Rate approved by this tender.
- ii) Bulk Order of Dept/Office for a particular product for quantity more than or equal to 50 and less than 100:  
1% less than Rate approved by this tender.
- iii) Bulk Order of Dept/Office for a particular product for quantity more than or equal to 100 and less than 400 :  
2% less than Rate approved by this tender.
- iv) Bulk Order of Dept/Office of a particular product for quantity more than or equal to 400:

The rate will be decided by calling limited sealed tender for discount from the existing vendors. Rate contract rate minus maximum discount will be the final rate and the vendor having maximum discount will be awarded the supply order. The sealed tender will be called by the concerned department and the same will be opened and finalized by the Implementation /Purchase Committee of the department under the chairmanship of the Secretary of the concerned department with Director, IT or his representative as one of the members.



**4. TECHNICAL QUALIFICATION CRITERIA FOR BIDDERS**

- a) Any eligible OEM registered under Company Act 1956 or partnership Act can bid the tender for its product/s.
- b) It shall be a profit making company or firm for last three years at least having one office in Maharashtra (Documentary Proof must be submitted for this).
- c) Market shares of the OEM both in terms of number and revenue in commercial segment during the calendar year 2007 published in IDC or Gardner's report for the following products shall be as follows:
- |                         |       |
|-------------------------|-------|
| i) PC and Notebook each | 3.0 % |
| ii) Server              | 10.0% |
| iii) Printers           | 15.0% |
- d) Turnover each year during last 2 years of the bidders shall not be less than as given below.
- |                        |          |
|------------------------|----------|
| i) Plotters & Scanners | 5 Crore  |
| ii) UPS                | 20 Crore |
| iii) SAN               | 20 Crore |
| iv) Thin Clients       | 15 Crore |
| v) Projector           | 5 Crore  |
| vi) Biometric Device   | 2 Crore  |
| vii) LCD Monitor       | 5 Crore  |
- e) For Printer, Off line UPS and Entry level Scanner only OEM or through its authorized partner can participate in the tender. All the bidders for PC shall bid for Printer, off line UPS and Entry level Scanner without which their bids will not be considered complete.
- f) OEM can also participate through eligible single partner for not more than five product heads. Eligible partners shall be registered firm and it shall be profit making firm for last three years with atleast one office in Maharashtra.
- g) OEM must have complete test facilities for benchmarking & testing of product/s as per test procedure specified. Factory inspection may be done by the expert team decided by the Concern buying / Indenting Department. TA/DA of Government officers will be borne by the department. OEM having complete test facilities, production capacity & Quality Control procedures will be considered for the Rate Contract.
- h) OEM/partner should not be blacklisted by any department/office of the Government of Maharashtra. The OEM shall submit an affidavit (on stamp paper) verifying that neither the company or firm or any authorised partner is black listed.
- i) OEM/Partner should have satisfactory performance on past supplies and services. It is mandatory to submit satisfactory performance in the proforma given in the Performance Statement Annexure - D.



- j) There should not be any complaints against partners such as delayed supply, non-submission of performance guarantee B.G, refusal of supply and for which no punishment of any type should have been given.
- k) Bidders for items other than SAN, Online UPS, LCD Monitors and Biometric Devices shall have annual turnover of minimum 15 Crore in each last 2 years from computer and related equipment business. Bidders for SAN, Online UPS , Projector, Biometric Devices and LCD Monitors shall have annual turnover of minimum 20 crore, 20 crore, 5 crore, 2 crore and 5 crore respectively. Bidders having turnover more than 20 crore can bid for any of the items and those having turnover of 15 crore can bid for any of the items except SAN and Online UPS. Turnover criteria will be additive for bidders who want to bid for Projector, Biometric Devices and LCD Monitors.
- l) STQC lab test report is required only for the relevant items. Test Report issued only after 1st January 2008 for a given make and model by such laboratory will be considered for technical qualification.

#### 5. EARNEST MONEY / BID SECURITY DEPOSIT

Bidders are required to submit a Bank Guarantee for Rs. 5 Lac (Rupees Five Lac) for bidding more than one item and Rs. 1 Lac (Rupee One Lac) for bidding single item as an Earnest Money Deposit valid for 6 months from the date of submission of the tender. The bank guarantee must be submitted in the format specified in Bid Security Form (BSF). Offers, made without EMD / Bid Security, will be treated incomplete and non responsive and the same will not be considered. The Bank guarantee must be from a Nationalized Bank: any schedule bank.

EMD / Bid Security will be discharged / returned to Unsuccessful Bidders within 30 days from the finalisation of the tender. However, for successful bidder, EMD will be discharged on executing the Contract and furnishing the B.G. for Security Deposit/Performance Guarantee.

The EMD / Bid Security may be forfeited:

In case of a successful bidder, if the bidder fails:

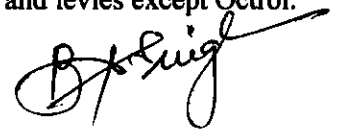
- i. To execute the agreement / contract within given period of time from the date of the issue of the Letter of the Intent.
- ii. To submit Security Deposit as specified in the terms and conditions

#### 6. COSTS & CURRENCY

The offer must be given in Indian Rupees only, inclusive the following:

- Cost of the equipment
- Installation and commissioning charges
- Warranty charges
- Transportation and Forwarding charges to the site
- Insurance to cover equipment up to installation of equipment at the respective sites and handing it over to end-user.
- All taxes both direct and indirect including service tax and levies except Octroi.

#### 7. AREA OF OPERATION



The products covered under the RC shall be procured, installed and commissioned at any location in Mumbai and any Maharashtra State Government office located anywhere in India, as may be specified by the purchaser.

**8. COST OF BIDDING**

The Bidder shall bear all costs associated with the preparation and submission of its tender, and the Purchaser will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

**9. OFFER VALIDITY PERIOD**

The tender offer must be valid for 180 days from the date of opening of the tender. However, the Secretary, IT, GoM may extend this period for another 90 days, if the bidder accepts the same in writing,

**10. OCTROI EXEMPTION CERTIFICATES**

The Indentor will provide necessary Octroi Exemption certificates otherwise Octroi will have to be borne by the consignee.

**11. FIXED PRICE**

The Commercial Offer shall be on a fixed price basis, inclusive of all taxes and levies except Octroi (all direct and indirect taxes including local duties, levies etc.). No price variation shall be asked for relating to increase in customs duty, excise tax, dollar price variation, etc.

**12. PRE-BID CONFERENCE :**

A Pre-Bid conference of all the interested bidders will be held at the scheduled date and time as indicated in the Schedule. In pre-bid meeting problems of general nature will be entertained. Any change, decided in the pre-bid shall be uploaded on the Maharashtra Government Website as corrigendum. This will form a part of this bid document.

**13. METHOD OF SUBMISSION OF TENDER FORM**

The two bids system shall be followed. Technical and Commercial Offers shall be put in two separate sealed envelopes/boxes. The sealed envelopes/boxes must be super-scribed with the following information:

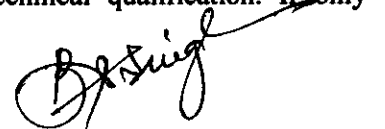
- Type of Offer (Technical or Commercial)
- Tender Reference Number
- Name of Bidder

However, the Technical and commercial offers kept in separate envelopes may be put in another larger envelope/box bearing information of Tender Reference Number and Name of the Bidder.

**14. ENVELOPE - I (TECHNICAL OFFER):**

The Technical Offer (T.O.) shall be complete in all respect and contain all information and documents asked for, except prices. It must not contain any price information. The T.O. shall have the list of items for which tender has been submitted.

The Technical Offer must be submitted in an organized and neat manner and in spiral binding. Each page of the document must bear seal and signature of the authorized signatory. Documents submitted must have the relevance with the technical qualification. If only



summary is required, booklet is not to be submitted in this regard. No documents, brochures, leaflet, etc. shall be submitted in loose form or which have not been asked. Brochures, leaflet, etc. for the selected products only are to be submitted. Proper references of such documents must be mentioned in index. Bidder will be liable for disqualification if unwanted/irrelevant documents are submitted.

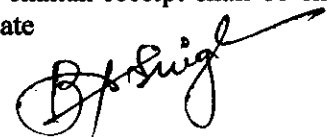
**The Technical Offer shall be submitted in duplicate.**

**ENVELOPE - I:** The format for submission of Technical Offer is as follows:

- i) Index (It should contain name of the document in serial in which they have been ask with paging.) Without proper indexing, paging and sequence of the documents the bid may be rejected.
- ii) Copy of the tender document (downloaded along with all corrigendum) sealed and signed each page by the authorized signatory. Tender document should have spiral binding. Bid cannot be considered without signed and sealed tender document and it will be summarily rejected at bidder's cost.
- iii) **Non refundable tender fee** of Rs. 5,000/- in the form of crossed Demand Draft drawn in favour of the Director, Directorate of Information Technology, Mumbai, payable at Mumbai.
- iv) Earnest Money Deposit of Rs 5.00 lac in the form of B.G. in the format given in **Annexure-F**.
- v) Documents Establishing Bidder's Eligibility and Qualifications

The Bidder shall furnish, as part of its tender offer, following documents establishing the bidder's qualification as per criteria given to participate in the tender and perform the Contract.

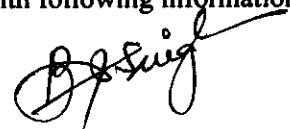
- a) Details of Bidder (Annexure C)
- b) A copy of the partnership did in case of partnership firm or a copy of articles of association in case of company
- c) If bidder is OEM, Self Declaration of the Bidder as being the OEM and if Bidder is partner of the OEM an authorization certificate of the OEM for that product to the partner.
- d) Performance Statement (Annexure D)
- e) IDC/Gardner report publication in support of its market share, published on 31st March 2008. Letters issued in this regard by the publishing agency and submitted by the bidder shall not be considered as a document supporting proof of market share.
- f) Bidders shall submit C.A. Certificate and Certified copy of Balance Sheet showing their Profit and Loss Account and turnover of the bidder. The requirement regarding turnover for technical qualification as per Para No. 4 shall also be shown separately.
- g) Sales Tax Clearance Certificate from the competent authority showing the Sales Tax paid upto December 2007.
- h) If STCC cannot be submitted, a copy of challan receipt shall be enclosed along with MST/CST Registration certificate



- i) An affidavit (on stamp paper) verifying that neither it nor its any authorised partner is black listed.
  - j) Self declaration certificate in a given format of OEM in respect of not having any pending case either with GoM or in any court regarding RC (Annexure-I).
  - k) Documents showing capability of OEM for test facilities for benchmarking & testing of product/s as per test procedure specified with production capacity & Quality Control procedures.
- vi) **Technical Specification Form (Annexure A)** duly completed with two additional columns of Deviations and Remarks.
- vii) **Technical Documentation** (Product Brochures, leaflets, manuals etc) as at Annexure A. All products quoted should be associated with specific model numbers and names along with printed literature describing the specification, configuration and functionality.
- The following information shall be furnished along with the Technical Offer by means of printed technical brochures and filling required information in Technical Details Form:
- a) Make, model name and model numbers of all the items quoted.
  - b) Printed product brochures only of items quoted having full technical specifications. No documents related to other model shall be submitted otherwise bid will be rejected.
  - c) Any departure from the printed specifications shall be clearly identified in the Annexure A under the title 'Deviations' to the offer document.
  - d) Test Report from STQC lab for the relevant items. Test Report issued only after 1st January 2008 for a given make and model by such laboratory will be considered for technical qualification.
- viii) The list of software(s) to be supplied free along with the hardware. Wherever any software is offered, its version number must be indicated very clearly. The offered software must be supported by OS supplied.
- ix) The certificate of the OEM / Vendors regarding the warranty offer as per the RFP for the particular product.
- x) Letter for acceptance of all Terms and Conditions of the tender document.
- xi) Power of Attorney by the Bidder in favour of the person signing the bid.
- xii) Certificate to the effect that the rate for each item is quoted in a separate sealed envelope.

**15. ENVELOPE-II (COMMERCIAL OFFER)**

- i. Bidder shall submit their prices only in the Bid Form (Annexure - E) given in the bid document. Price quoted other than the bid form shall be liable to reject. The Bid Form must be filled in completely, without any errors, erasures or alterations.
- ii. Each item with add on shall be quoted in separate Bid Form (Annexure - E) and it will be kept in a separate sealed envelop superscribed with following information:



- a) Tender Reference Number
  - b) Bidder name
  - c) Name of item
- iii. All such item wise Commercial Envelopes shall be put and sealed in a single envelope/box marked as "Commercial Envelope/box". The Commercial Offer must be in a sealed envelope/box.
  - iv. Rate quoted shall be all-inclusive Price i.e. inclusive of Supply, Installation and 3 Years Warranty, taxes and duties etc.
  - v. Forms and formats to fill the tender shall be scrupulously followed. Any deviation in it shall be taken as major deviation and bid shall not be considered.
  - vi. For Printers cartridge, bidders are required to quote the discount on the MRP which must be more than the discount given for the Rate Contract in the year 2006-07 under the same terms and conditions.
  - vii. After three years of warranty, the rate for AMC for 4<sup>th</sup> and 5<sup>th</sup> year. (Quote shall be given separately on letter head in a separate envelope )
  - viii. All the bidders for PC and Server will bid for Anti Virus and Anti Spam (Symantech/Norton/McAfee/ Etrust)
  - ix. For item no 41, quote for all add on required and quote labour charges separately for complete installation and day to day support. (Quote separately for Main equipment, its allied required hardware, labour charges for installation and commissioning of system, charges for day to day support for 3 years)

#### 16. COMPLETENESS OF TECHNICAL OFFER

Technical details must be completely filled in. Correct technical information of the product being offered must be filled in. Filling up of the Technical Detail Form using terms such as "OK", "accepted", "noted", "as given in brochure / manual" is not acceptable. The Purchaser may treat offers not adhering to these guidelines as non acceptable.

Price quotation accompanied by vague and conditional expressions such as "subject to immediate acceptance", "subject to confirmation before sales", etc. will be treated as being at variance and shall be liable for rejection.

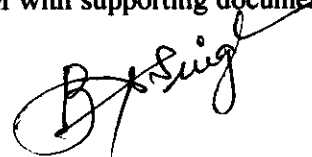
#### 17. ERASURES OR ALTERATIONS AND SIGNING OF TENDER OFFERS

The original Tender Offer shall be signed by the Bidder or a person or persons duly authorized in writing to bind the Bidder to the terms and conditions of the tender and the contract. Such authorization shall be indicated by power-of-attorney accompanying the tender offer. The person or persons signing the Tender Offer shall initial all pages of the Tender Offer, except for unamended printed literature.

The Tender Offer shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in that case such corrections shall be initialed by the person or persons signing the offer.

#### 18. SPECIFICATIONS OF EQUIPMENT

The technical specifications of the equipments specified in the Annexure – A is the minimum requirements of the purchaser. The Bidder can offer higher/latest specification without changing the make and model of the product. However, if the particular model becomes obsolete and such certificate is produced by the OEM with supporting document showing the





replacement of the existing model with new model with higher specifications, the DIT will consider to replace the existing model with new model and the same will be published on the website as corrigendum. Purchase and Supply of product other than Make and Model mentioned in the RC / Corrigendum shall be construed beyond the RC purview.

**19. RIGHT TO ALTER ITEMS**

The Purchaser reserves the right to include or exclude any tender item/s, and also the Purchaser reserves the right to make change in specifications of any items.

**20. SUBMISSION OF TENDER OFFERS**

Sealed Tender offers shall be received by the Director, Directorate of Information Technology at the address and before the time and date specified in the schedule of the tender notice. In the event of the specified date for the submission of tender offers being declared a holiday, the offers will be received up to the appointed time on the next working day.

The Director, Directorate of Information Technology may, at its discretion, extend this deadline for submission of offers by issuing corrigendum and uploading the same on Maharashtra Government Website. Telex, cable or facsimile offers will be rejected.

**21. LATE TENDER OFFERS**

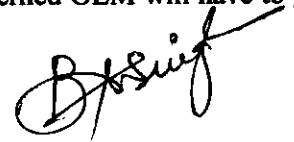
Tender offer brought by the bidder after the deadline prescribed in the tender will not be accepted. Delay due to any entry problem e.g. gate entry or lift etc problem delay will not be condoned.

**22. MODIFICATION AND WITHDRAWAL OF OFFERS**

The Bidder may modify its bid by way of submitting supplement with a request to specific amendment in the original bid submitted, provided a written request for the same is received by the Purchaser before closing of the submission of bid. However, withdrawal of original offer will not be allowed. No offer can be modified by the Bidder, subsequent to the closing date and time for submission of offers. If date of submission is extended due to some reasons, modification in offer is possible till extended period provided bid has not been opened.

**23. AWARD CRITERIA**

- i). Rate Contract, for a particular item will be awarded to the Bidder who's Commercial Offer will be determined to be L1, the lowest evaluated valid offer. However, the Secretary, IT, GoM reserves the right to invite other technically qualified bidders as well to match L1 as per the criteria decide by the committee.
- ii). For additional items under different hardware, the lowest quotes received for each additional item will be the rates for them under this RC. It will be obligatory upon the successful bidders to supply add on at the approved rate. It will be obligatory upon the vendor to make the supply of Add on at the approved rate either separately or with main hardware as per buyer's requirement. On refusal of the supply, the RC of the company will be cancelled, Security Deposited will be forfeited and other appropriate action will be initiated.
- iii). Rates for PC, Printer, UPS and Scanner will be decided separately. However, the vendor for PC will be awarded RC for other three items as well and they will be authorized to get order, supply and receive payment for them. The concerned OEM will have to give letter of authorization to them.



- iv). For items other than mentioned in (iii) above, if there is more than one bidder having the lowest offer, one of them will be chosen based on past performance by the Committee and that will be binding on bidders.
- v). Lowest rate obtained will be the awarding criteria for Anti Virus/ Anti Spam and all the PC and Server bidders will have to match the lowest price for their product.
- vi). For item no. 41, L1 will be decided on the basis of quote for main equipment. The L1 bidder will have to match the lowest of all the add on including labour charges.

#### **24. TENDER OPENING AND METHOD OF EVALUATION**

The technical bids will be opened before the committee in presence of the bidders and the same will be evaluated as per the given qualification criteria and relevant documents in support of them. Commercial bids of only technically qualified bidders will be opened before the committee in presence of the concerned bidders. The evaluation of each item in the tender will be carried out separately. Decision of the committee will be final.

#### **25. PRELIMINARY SCRUTINY**

Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each offer to the tender documents. For purpose of this Clause, a substantially responsive bid is one, which is in conformity with all the terms and conditions of the Tender Documents without any material deviations. The Purchaser's determination of an offer's responsiveness will be based on the contents of the tender offer itself without recourse to extrinsic evidence.

The DIT will scrutinize the offers in respect of their completeness, submission of technical documents duly signed, etc. The Purchaser will short-list technically qualified bidders based on compliance of the qualifying criteria.

The Secretary, IT reserves the right to waive any minor infirmity or irregularity in the tender offer on recommendation of the committee, if he finds, it is in the interest of the Government. The decision in these regards of the Secretary, IT will be final and binding on all Bidders.

#### **26. CLARIFICATION OF OFFERS**

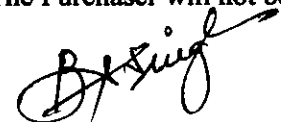
To assist in the scrutiny, evaluation and comparison of offers, the Purchaser may, at its discretion, ask some or all the Bidders for clarification of their offers on any of the points mentioned therein and the same may be sent through email, facsimile. However, in such cases, original copy of the technical clarifications shall be sent to the Purchaser through courier or in person. The request for such clarifications and the response shall be in writing.

#### **27. PRICE COMPARISONS**

The Purchaser will evaluate Commercial Offers of only short listed technically qualified Bidders. After opening Commercial Offers of the short-listed Bidders they will be determined to be substantially responsive before comparing the commercial bids submitted by the bidders. If there exists any discrepancy between words and figures, the lower amount indicated will be considered.

#### **28. NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER**

The Purchaser shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers, including those received late, or incomplete, without assigning any reason therefor. The Purchaser reserves the right to make changes in terms and conditions of the tender. The Purchaser will not be obliged



to meet and have discussions with any of the Bidder and / or to give a hearing on their representations.

#### **29. CORRUPT OR FRAUDULENT PRACTICES**

The Purchaser requires that the Bidders under the Rate Contract 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:

- i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in award of the tender.
- ii) "fraudulent practice" means a misrepresentation of facts in order to influence award of 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;
- iii) The Purchaser will reject a proposal for award if it is prima-facie established that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- iv) The Purchaser will declare a Bidder ineligible, 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 an award.

#### **30. SIGNING OF CONTRACT**

- i. The successful Bidder shall execute an agreement of contract in a given format (Annexure -G) 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.
- ii. The successful Bidder shall submit Security Deposit in the form of Bank Guarantee from any Nationalised Bank at the time of signing the agreement.
- iii. There shall be tripartite agreement on which Director, DIT, OEM and the partner of the OEM will sign.
- iv. On failure of execution of the agreement by the successful bidder, E.M.D. furnished will be forfeited.
- v. Terms and conditions of the contract may vary from product to product and so accordingly some changes may be done even at the time of signing the agreement. Draft terms and conditions for the contract will be provided by the DIT.

#### **31. PERIOD OF CONTRACT**

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.

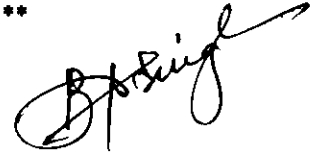


For revision in rates and specifications, the discount with old and new specifications will be called from RC holders only. The highest discount and latest specifications will be basis of the revised RC.

**32. LEGAL JURISDICTION**

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

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A handwritten signature in black ink, appearing to read 'D. Singh', is written in a cursive style.