

**DIRECTORATE OF INFORMATION TECHNOLOGY
GENERAL ADMINISTRATOR DEPARTMENT
GOVERNMENT OF MAHARASHTRA**

TENDER DOCUMENT

Tender Number: DIT/File – 07/75/39

For

**SUPPLY OF LAPTOP, BLADE SERVER, PRINTER, UPS, SCANNER, LCD
SCREEN AND SAN**

**RATE CONTRACT FOR THE PERIOD
UPTO 31/12/2008**

**19TH FLOOR, NEW ADMINISTRATIVE BUILDING
MANTRALAYA, MUMBAI – 400032**

Tender Fee: Rs. 5000/- (Rupees Five Thousand Only)

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INVITATION FOR TENDER

**Directorate of Information Technology,
19th Floor, New Administrative Building, Mumbai - 400 032.**

On behalf of the Governor of Maharashtra, the DIT, Government of Maharashtra invites sealed tender offers (Technical and Commercial) in the prescribed format from eligible manufacturers or their eligible authorized partners for supply of light weight laptops, blade servers, printers, UPS, Scanners, LCD Screen and SAN as specified in the Schedule below for approving the Rate Contract valid upto 31.12.2008.

Sr. No. Name of Item	
HARDWARE	
1.	LIGHT WEIGHT NOTEBOOK COMPUTER (INTEL CENTRINO BASED)
2.	TWO-CPU BLADE SERVER (INTEL BASED)
3.	BUSINESS INKJET PRINTER A4
4.	PERSONAL COLOUR LASER PRINTER A4
5.	500 LINE MATRIX PRINTERS
6.	OFF LINE UPS
7.	ON-LINE UPS SYSTEMS
8.	A4 SIZE ENTRY LEVEL FLATBED DOCUMENT SCANNER WITH ADF
9.	A4 SIZE MID RANGE SCANNER WITH ADF
10.	60" LCD SCREEN
11.	SAN

1. The tender Form alongwith tender document is available on Website 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 non responsive and shall not be considered. The D.D. shall be kept in separate envelope, which will be kept inside technical offer envelope/box. The tender fee shall be non refundable.
2. Summary of the tender notice is as follows:

Tender Reference	DIT/ File – 07 / 75 / 39
Tender Fee	Rs. 5000/-
Availability of Tender form and Tender document	From 30 th January 2008 on GoM Website till 14:00 hrs, 20 th February 2008.
Pre-bid Conference date & place	On 07/02/2008 at 15:00 hrs in Directorate of Information Technology, 19 th floor, New Administrative Building, Opposite Mantralaya, Mumbai.
Last Date, Time and place for receipt of offers	15:30 Hrs on 20 th February 2008. in the office of the Director, Information Technology, GoM at 19 th Floor, New Administrative Bldg., Opposite Mantralaya, Mumbai 400 032.
Time and Date of Opening of the Technical offer	16.00 Hrs on 15 th February 2008 at 19 th Floor, New Administrative Bldg., Opposite Mantralaya, Mumbai 400 032.
Address of Communication	Director, Directorate of Information Technology 19 th Floor, New Administrative Bldg., Opposite Mantralaya, Mumbai – 400 032.
Contact Person and Telephone Numbers	Phone: 022-22024177 / 22866020 Fax: 022-22044586

3. Offer shall remain valid for 180 days from the date of opening of the commercial offer.

4. The Director, Directorate of Information Technology reserves the right to accept or reject any tender or relax any period of the tender offer without assigning any reason thereof.
5. All the aforesaid items will be purchased on rate contract basis, for supply and installation at any location in Mumbai, district headquarters / Taluka places or any other place in the State of Maharashtra. The rate contract shall be valid for the period upto 30/06/2008.
6. Tender Notice is available on <http://www.maharashtra.gov.in> Website.
7. The rate quoted for this RC must be the lowest and if a lower rate is quoted to anyone/to government/public at any point of time during the validity of the Rate Contract, anywhere in India, the vendor shall be blacklisted.

Dated: 30/01/2008

(B P Singh)
Director,
Directorate of Information Technology.

INSTRUCTIONS TO BIDDERS

1. TENDER FORM AND TENDER FEE

The tender Form alongwith tender document is available on Website 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" means any single order of any single product having number more than or equal to 25 (Twenty five items of a product).
- 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/support 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 of the equipments exclusively in STQC (Standardization Testing and Quality Certification) approved laboratory www.stqc.nic.in under specified environment;
- r) 'Registered' means company registered under Indian companies Act 1956 or firm registered under Partnership Act.

3. RATE FOR BULK ORDER

The rate approved through this tender will be applicable only for purchase upto 25 items of any particular item/product. For bulk order for number from 26 to 50 and for more than 50, the rate will be 1% and 2% respectively lower than the rate of RC of that product.

4. QUALIFICATION CRITERIA FOR BIDDERS

- a) Any eligible OEM registered under Companies Act 1956 or Partnership Act can bid the tender for its product/s.
- b) It shall be a profit making company for last three years with atleast having one office in India (Documentary Proof must be submitted for this).
- c) The turnover of the OEM in the product categories for **last three years** shall be as follows:

SR NO.	ITEM	TURNOVER (In each not less than)
1	Notebook	50 Crores
2	Blade Server	50 Crores
3	Printers and Scanners	20 Crores
4	UPS	25 Crores
5	LCD Screen	25 Crores
6	SAN	50 Crores

- d) OEM can also participate through eligible authorized partner/s. Eligible partner/s shall be registered firm and it shall be profit making firm for last three years with atleast one office in Maharashtra.
- e) OEM must have complete test facilities for benchmarking & testing of product/s as per test procedure specified. OEM having complete test facilities, production capacity & Quality Control procedures will be considered for the Rate Contract.
- f) OEM/partner shall not be blacklisted by any department/office of the Government of Maharashtra. The OEM shall submit an affidavit verifying that neither the company or firm or any authorized partner is black listed.
- g) 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.
- h) Partners shall have annual turnover of over 15 crore.
- i) OEM will issue letter of authorization to eligible partners to participate in the tender.
- j) The OEM of UPS shall have complete test facilities for benchmarking & testing of UPS as per test procedure specified and it should have production capacity and quality control procedures in place. The OEM shall have complete manufacturing & test facilities in India.
- k) The bidder of UPS shall have executed atleast 3 orders each of minimum value of Rs. 2 crores over past 3 years (attach copies).

5. EARNEST MONEY / BID SECURITY DEPOSIT

Bidders are required to submit a Bank Guarantee for Rs. 5 Lac (Rupees Five Lac) 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.

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 7 days 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 indentor.

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
- ii) Copy of the tender document (downloaded) 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 partnership deed in case of partnership firm and a copy of Article of Association in case of a company.
- c) Self Declaration of the Bidder as being the OEM of the product. In case of partner an authorization letter from OEM.
- d) Performance Statement (Annexure D)
- e) Bidders shall submit C.A. Certificate or Balance Sheet showing their Profit and Loss Account and turnover of the bidder.

- f) Sales Tax Clearance Certificate from the competent authority showing the Sales Tax paid upto December 2006.
- g) If STCC cannot be submitted, a copy of challan receipt shall be enclosed along with MST/CST Registration certificate
- h) An affidavit verifying that neither it nor its any authorised partner is black listed.
- i) 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.
- iv) **Technical Specification Form (Annexure A)** duly completed with two additional columns of Deviations and Remarks.
- v) **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 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.
- vii) Software(s) that will be supplied free along with the hardware and the ones that will be charged extra with number of utility if any should be clearly indicated. Wherever any software is offered, its version number must be indicated very clearly. The offered software must be supported by OS supplied.
- viii) Warranty Offer details.
- ix) Letter for acceptance of all Terms and Conditions of the tender document.
- x) Power of Attorney in favour of the person signing the bid.
- xi) Certificate to the effect that the rate for each item is quoted in a separate sealed envelope.
- xii) Manufacturer's Quality Assurance System document shall be submitted along with bid (Quality Certifying Reports).

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. The bidder can quote maximum four product heads, if bidder is not OEM. However, OEM can quote for entire range of product heads listed in the tender. It must give all the relevant price information and should not contradict the technical offer in any manner.
- iii. 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

- iv. 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.
- v. Rate quoted shall be **all-inclusive** Price i.e. inclusive of Supply, Installation and 3 Years Warranty, taxes and duties etc.
- vi. 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.

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. However, the make and model of the product shall not be changed. Purchase and Supply of product other than make and Model mentioned in the RC 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, those Bidders whose evaluated Commercial Offers are within 5% higher of the lowest evaluated offer would also be given an opportunity to match the L1. Those, which will match in writing, will also be awarded Rate Contract for the particular item. The Government (Secretary, IT, GoM) reserves the right to invite even those bidders which do not come within 5% price band if he feels beneficial for the Government in terms of quality of the product.
- 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 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.

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. The result of the Technical Evaluation will be displayed on the notice Board of the DIT. 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, 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 **31/12/2008**. However, taking into account the rapid changes in prices of the IT products, rates from all vendors will be invited between 2nd week of June 2008 or whenever, it is felt. The rates will be finalized during 3rd week of June 2008 and the same will be uploaded on GoM Website. Order placed before finalizing the new rate will be treated as order on earlier rate. All vendors shall have to quote and the rates finalized will be applicable to all. Vendor not obeying new rate shall be taken out from the list of Rate Contract by issuing a simple notice.

32. LEGAL JURISDICTION

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

TERMS AND CONDITIONS GOVERNING THE CONTRACT VALID UPTO 31/12/2008:

1. 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" means any single order of any single product having number more than or equal to 25 (Twenty five items of a product).
- 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/support 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 of the equipments exclusively in STQC (Standardization Testing and Quality Certification) approved laboratory www.stqc.nic.in under specified environment;

- r) 'Registered' means company registered under Indian companies Act 1956 or firm registered under Partnership Act.

2. SECURITY DEPOSIT

The vendor of hardware and software 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	Server &	10, 00,000/-
2	Printers, UPS each	5,00,000/-
3	Laptop, Scanner, SAN, LCD Screen each	2,00,000/-

Vendor shall submit security deposit as above. For same type of product but different OEM security deposit 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.

3. CONTRACT EXECUTION

- 3.1 In addition to terms and conditions being mentioned hereunder, all terms and conditions of the tender will also be applicable for the contract.
- 3.2 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.
- 3.3 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 Nationalized 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.
- 3.4 On failure of execution of the agreement by the successful bidder within stipulated period, E.M.D. furnished will be forfeited.
- 3.5 There shall be tripartite agreement on which Director, DIT, OEM and the authorized partner of the OEM will sign.
- 3.6 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.
- 3.7 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.

4. VALIDITY PERIOD OF THE CONTRACT

- 4.1 The The Rate contract shall remain in force till **31/12/2008**. However, taking into account the rapid changes in prices of the IT products, rates from all vendors will be invited between 2nd week of June 2008 or whenever, it is felt. The rates will be finalized

during 3rd week of June 2008 and the same will be uploaded on GoM Website. Order placed before finalization of new rate will be treated as order on earlier rate. All vendors shall have to quote and the rates finalized will be applicable to all. Vendor not obeying new rate shall be taken out from the list of Rate Contract by issuing a simple notice.

- 4.2 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.
- 4.3 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.

5. 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.

6. 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.

7. RESPONSIBILITIES OF OEM AND PARTNERS

- 7.1 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.
- 7.2 OEM of Laptop, Printer & UPS will have to depute one resident Engineer for Mantralaya to provide necessary support in Mantralaya and coordinate with support teams across the state.
- 7.3 OEM shall submit support plan to DIT.
- 7.4 In case of Anti Virus and Anti Spam, the supply will be made alongwith all new laptops and so the successful bidders for laptop shall be by default supplier of Anti Virus and Anti Spam. OEM for Anti Virus shall have to make such tie up with related hardware OEM's. Equipments will not be accepted without Anti Virus/Anti Spam. However, support of the same alongwith updates and upgrades shall be exclusive responsibility of Anti Virus OEM.

8. INSTRUCTIONS TO VENDORS & BUYERS

- 8.1 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.
- 8.2 The report submitted by the vendor to the DIT shall include purchase order, corresponding number of equipments dispatched, and licence numbers of the software dispatched, manufacturer's unique ID number on the equipment, packing list and other such documents.
- 8.3 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.
- 8.4 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.

9. 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.

10. PURCHASE ORDER & PAYMENT RESPONSIBILITY

- 10.1 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
- 10.2 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.
- 10.3 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.
- 10.4 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.
- 10.5 Purchase order may either be for the main item or add on or 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.
- 10.6 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 can not be withheld on pretext of non installation.

11. ACKNOWLEDGEMENT OF THE PURCHASE ORDER

- 11.1 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.
- 11.2 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.
- 11.3 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.

- 11.4 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.
- 11.5 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 not 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).

12. QUALITY OF GOODS & SERVICES

- 12.1 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 laptop, Operating System software shall be OEM pack with original media (original recovery CD), documentation, authentication and licence. Vendor shall guarantee that the software supplied to the purchaser is legal and authorized.
- 12.2 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.
- 12.3 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).
- 12.4 The OEM as well as the partners shall be jointly and severally responsible for and quality of the supply.

13. INSPECTION OF STORES

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

13.1 FACTORY INSPECTION

- i. The Inspection of the Product will be done by the Technical Team constituted by the Concern Buying Department.
- ii. The Vendor shall communicate in writing to the Concern Department about the readiness of the equipments for inspection.
- iii. Normally, the inspection shall be conducted within a week after receipt of the communication.
- iv. 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.
- v. Inspection of the equipments shall be carried out at the OEM 's premises.
- vi. On the satisfaction after tests, the lot of products shall be cleared for dispatch. On getting defect in any of the sample, whole lot will be rejected.
- vii. A tamper-proof inspection seal shall be affixed on the packed boxes of each lot so inspected and cleared. Inspection team leader shall sign on the inspected boxes.
- viii. Inspection expenditure shall be borne by the vendor. However, TA/DA of Government officers in the Inspection Team shall be borne by the concerned Govt. Departments.

- ix. The Vendor shall make the equipments ready for inspection in advance so that there should not be any delay in intimating to the Indenter after getting Purchase Order.

13.2 LABORATORY TESTING

- a) One of every thousand equipments shall be randomly selected any time during the contract Period and same will be send for Laboratory Testing by the DIT/Govt. The cost for this testing including Transportation charge will be borne by the Vendor. However, Vendor will not be involved directly or indirectly during the process of Testing.
- b) Selection of the sample shall be done by the inspection team as per the standard norms and procedure.

14. PACKING AND MARKING:

- 14.1 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.
- 14.2 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.
- 14.3 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.

15. DESPATCH INSTRUCTIONS AND NOTIFICATION:

- 15.1 Unless otherwise specified, supplies will be available from the date of Contract commences.
- 15.2 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.
- 15.3 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.
- 15.4 The stores will be delivered free at intender's/buyer's end including freight.
- 15.5 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.
- 15.6 Product shall confirm to standard guarantee/warranty effecting for a period of three years from the date of installation and demonstration.

16. 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

17. EXTENSION OF DELIVERY PERIOD

As soon as it becomes apparent to the vendor that the delivery date(s) stipulated in the Supply Order(s) can not 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.

18. LIQUIDATED DAMAGES FOR DELAYED SUPPLY

18.1 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.

18.2 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.

19. ORDER CANCELLATION

19.1 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.

19.2 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.

20. 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.

21. 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.
- b. The intender/buyer shall form a verification committee under the chairmanship of a Senior Member of the Department and DIO, NIC and external expert as members. An external expert may be selected from Engineering college. If engineering college is not located in the district, technical expert from ITI can be taken.
- c. The technical team so formed shall inspect the store. During the inspection the team will look into mainly the following parameters;
 - 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 (original recovery CD), documentation, authentication and licence.
 - 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 seals have been inspected and found to be in order.

22. SURPRISE INSPECTION BY DIT

- 22.1 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.
- 22.2 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.

23. PERFORMANCE BANK GUARANTEE

- 23.1 The performance guarantee shall be applicable for Hardware.
- 23.2 The OEM or through its authorised partner 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 drawn 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.

- 23.3 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.
- 23.4 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.

24. INSTALLATION, COMMISSIONING & ACCEPTANCE

- 24.1 The Vendor shall be responsible for delivery and installation at site of the equipment/software ordered and for making them fully operational within four weeks. Before shipment of the products the site readiness report from the indenter shall be obtained by the Vendor. However, for the order placed during the 2007-08 financial year, supply and installation has to be completed by 25th March 2008. If not possible, it shall be communicated to the indenter/buyer in writing with a copy to the DIT. The period of 4 weeks shall start from the date of issue of the purchase order.
- 24.2 The Vendor at the destination site, in the presence of indenter/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 indenter/buyer for carrying out this acceptance test. A copy of the Test Report shall be given to Vendor.

25. INTEGRATION OF HARDWARE, SOFTWARE AND PERIPHERALS

- 25.1 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.
- 25.2 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.
- 25.3 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).

26. 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.

27. TAXES AND DUTIES

Rate of RC is inclusive of Supply, Installation and 3 Years on site warranty, all taxes and duties etc. However, Octroi Exemption Certificate shall be given by the purchaser on demand by the Vendor. If Octroi exemption certificate cannot be given, the Octroi will be borne by the indenter/buyer.

28. PAYMENT TERMS

- 28.1 For Laptop 90 % payment towards supply will be made by the intender/buyer within 45 days from the date of receipt and acceptance of stores. Balance 10% payment shall be made within 45 days from the date of satisfactory Installation of equipment/s.
- 28.2 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 acceptance of stores. Balance 20% payment shall be made within 45 days from the date of satisfactory Installation of equipment/s.
- 28.3 For PC 90 % payment towards supply will be made by the intender/buyer within 45 days from the date of receipt and acceptance of stores. Balance 10% payment shall be made within 45 days from the date of satisfactory Installation of equipment/s.
- 28.4 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.
- 28.5 On receipt of the equipment in good condition and the same has been inspected by the indentor, making payment as per payment schedule is obligatory upon the indentor. The Payment on delivery cannot be delayed due to installation and commissioning. Delay on the part on the indentor for installation cannot be treated as delay for penalty.

29. OPERATIONAL TRAINING

The vendor will have to train two users nominated by the intender/buyer for two 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.

30. WARRANTY

- 30.1 The OEM shall provide comprehensive on site warranty for a period of Three years from the date of installation and commissioning of equipment/s and software supplied. However for UPS battery warranty will be for one year only.
- 30.2 Any defect observed within 3 months of the supply, the vendor shall be obliged to change the equipment with new piece of equipment without making any charge.
- 30.3 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.
- 30.4 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.

31. 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.

32. COMPLETENESS OF CONTRACT

- 32.1 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.
- 32.2 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.

33. PROTECTION AGAINST RISK OF OBSOLESCENCE

- 33.1 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 indentor/buyer or Tenderer.
- 33.2 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.

34. 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 indentor/buyer.

35. PENALTY FOR DOWNTIME

- 35.1 The indentor/buyer may make a complaint about the equipment/service through letter, fax, e-mail, phone, SMS or any other means as the indentor/buyer thinks fit or convenient to the Service centre reported by OEM.
- 35.2 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

- 35.3 In case of sever, on getting complaint the same shall be replaced by a temporary substitute within 24 hrs if repair is not possible within resolution period.
- 35.4 Public Holidays as declared by Government of Maharashtra will be excluded for the above downtime calculation.
- 35.5 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.	Server	Rs. 500 per day
3.	Printer, Scanner	Rs. 100 per day
4.	UPS	Rs. 200 per day

35.6 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.

35.7 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.

36. 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.

37. PUBLICITY

Any publicity by the vendor in which the name of the indenter/buyer is to be used shall 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.

38. 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:

38.1 “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;

38.2 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.

38.3 “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;

38.4 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.

38.5 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.

39. SUSPENSION & CANCELLATION OF RATE CONTRACT

- 39.1 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.
- 39.2 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.
- 39.3 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.

40. RESOLUTION OF DISPUTES

- 40.1 The indentor/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 any of the or part of the terms and conditions of the contract.
- 40.2 If within thirty days from the commencement of such negotiations, the indentor/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.
- 40.3 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.
- 40.4 Vendor or OEM's liabilities under the contract will not exceed the price of the product and services supplied to the indentor/buyer.

41. LEGAL JURISDICTION

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

ANNEXURE – A

SPECIFICATIONS FOR HARDWARE AND PERIPHERALS

Item No. 1: LIGHT WEIGHT NOTEBOOK COMPUTER (INTEL CENTRINO BASED)

Sr No.	Item	Minimum Specifications required
1	Make	Must be specified. Manufactured in plant having cert (ISO 9001 or 14001)
2	Model	Name of the model must be specified. All the relevant product brochures & manuals related to the model must be submitted.
3	Processor Name	Intel® Core™2 Duo Processor T 7300 series, 2.0 GHz or above L2 cache 4 mb, FSB 800 Mhz,
4	Chipset	Intel 965 Express Chipset
5	Memory Bus	667 MHz
6	RAM	2 x 1 GB DDR2 @667 MHZ
7	Hard Disk Drive	160GB (HDD recovery storage max. 8GB*4, C: Remain) Serial ATA, 5400rpm
8	Optical Disc Drive	DVD±RW/±R DL/RAM Drive
9	Graphics	NVIDIA® GeForce® 8400M GT notebook graphics processing unit(GPU)
10	Display	Not more than 15.4" Wide (WXGA: 1280 x 800) TFT Colour display (Clear Bright High Colour LCD 90)
11	Battery	Lithium-ion battery(VGP-BPS8)*12
12	Warranty	Three years including battery
13	Weight	Not more than 1.5 KG

OPTIONAL / ADDITIONAL ITEMS FOR NOTE BOOK

S. NO	ITEM	MINIMUM SPECIFICATION REQUIRED
1	Additional Memory	512 MB, 1 GB, 2GB 667 MHz DDR2 Memory
2	Floppy Drive	External 1.44 MB, 3.5" USB FDD
3	USB External mouse	2 Button Optical Scroll Mouse
4	Kensington Lock	
5	Docking Station	
6	Port Replicator	

ITEM NO 2: TWO-CPU BLADE SERVER (INTEL BASED)

S.No.	Items	Minimum Required Specs of each Blade
1	Make	Must be specified. Manufactured in plant having cert (ISO 9001 or 14001), RoHS.
2	Model	Name of the model must be specified. All the relevant product brochures & manuals related to the model must be submitted.
3	Processor	Two x Quad Core Intel Xeon 5310 @ (1.60 GHz, 1066 FSB, 2x4MB L2 Cache)
4	Chipset	Intel 5000P Server Chipset
5	Memory	8 GB PC2-5300 Fully Buffered DIMMs (DDR2-667) Maximum support upto 32 GB, 8 DIMM Slots,
6	Ethernet Controller	Two Gigabit Ethernet
7	Expansion Slots	2 x PCI based Expansion Slots
8	Graphics	Integrated graphics controller with minimum 16MB or more video memory

9	Internal Storage Hard Disk Drives RAID Controller	Upto 2 Small Form Factor 10 k RPM SAS 2* 146 GB Hot Plug SFF SAS disks Should have support for RAID 0,1
10	Redundant Power Supply	Racked based or Enclosure based
11	OS Support Management	Microsoft Window Server 2003, Red Hat Linux, SUSE Linux
12	Remote Management	Should have support for Text as well as Graphical Remote Console ; Virtual Floppy and Virtual CD-ROM or equivalent; Virtual Power Button Control; Dedicated LAN Connectivity; 128-bit Secure Sockets Layer (SSL) and Secure Shell (SSH) Security; Integrated Management and event logging, Support for at-least 10 user accounts with customizable access
13	Warranty	Three years comprehensive onsite

B: BLADE ENCLOSURE

1.	Blade Enclosure specs	The blade chassis should support at least 10 or more blade servers simultaneously
2.		Should be designed to accommodate Intel CPU based blade servers with dual hot plug hard disk drives, hot plug fans, hot plug power supplies and redundant interconnect components. Rack Mountable, Should fit into maximum 10U or less rack space,
3.		The power subsystem should provide redundant power modes (minimum N+1 configuration), it should be single phase and minimum Two PDUs with IEC 309 socket should be provided for AC input supply connectivity.
4.		Should support Hot Pluggable & Redundant Management Modules
5.		Should support simultaneous remote console access for all the servers installed in the enclosure
6.		Enclosure should be able to completely support the current generation of blades as well as the future generation blades from Intel in terms of cooling and power requirements etc.
7.		The Blade Enclosure should be capable of supporting for up to 4 different interconnect fabrics (Gigabit Ethernet, Fibre Channel, Infiniband, iSCSI etc.) supported within the enclosure.
8.	Warranty	3 years comprehensive onsite

OPTIONAL / ADDITIONAL FOR BLADE SERVERS

S. NO	ITEM	DESCRIPTION
1	HBA	Dual Ported 4Gbps FC-HBA
2	Memory	2/4/8GB PC2-5300 Fully Buffered DIMMs (DDR2-667)
3	NIC interface	Gigabit Network Adapters Card (NIC)
4	Ethernet switch	2x 1Gbps Ethernet switch
5	FC Switch	2x 4Gbps FC SAN switch

ITEM NO. 3: BUSINESS INKJET PRINTER A4

S. NO	ITEM	MINIMUM SPECIFICATION REQUIRED
1	Make	Must be specified. Manufactured in plant having cert (ISO 9001 or 14001),
2	Model	Name of the model must be specified. All the relevant product brochures & manuals related to the model must be submitted.
3	Print Speed	15 ppm or more for both mono and colour (Draft mode) in A4
4	Resolution	1200 X 1200 DPI in best black mode
5	Paper Type	Plain, Bond, Labels, Envelopes
6	Paper Feed Tray	Horizontal
7	Paper Size	A4, Legal, Letter, Executive, custom sizes
8	Paper Capacity	150 or more sheets on standard input tray,
9	Interface	USB 2.0 full speed with cable
10	Duty Cycle	5000 pages per month
11	OS Support	Windows 95, Win 2000, XP
12	Compatibility	PCL or equivalent
13	Ink Technology & Cartridges	Thermal Inkjet, 4 separate ink Cartridges(1 each black, cyan, magenta, yellow)
14	Warranty	Three years on site

ITEM NO. 4: PERSONAL LASER COLOUR PRINTER A4

S. NO	ITEM	MINIMUM SPECIFICATION REQUIRED
1	Make	Must be specified. Manufactured in plant having cert (ISO 9001 or 14001)
2	Model	Name of the model must be specified. All the relevant product brochures & manuals related to the model must be submitted.
3	Print Speed	B & W 16 ppm or above on A4 Colour 08 ppm or above on A4
4	Resolution	Max. B & W dpi 600 X 600 Max. Colour dpi 600 X 600
5	Memory	64 MB or above
6	Paper Type	Plain, Bond, Transparencies, Labels, Envelopes
7	Paper Feed Tray	Horizontal
8	Paper Size	A4, Legal, Letter, Executive, custom sizes
9	Paper Capacity	200 sheets or above on standard input tray , 150 Sheet or above on Output Tray
10	Interface	USB 2.0 compatible with cable, Ethernet
11	Duty Cycle	35000 pages per month
12	OS Support	Linux, Windows 2000, XP above
13	Compatibility	PCL/SPL
14	Warranty	Three years on site

ITEM NO. 5: 500 LINE MATRIX PRINTERS

S. NO	ITEM	MINIMUM SPECIFICATION REQUIRED
1	Make	Must be specified. Manufactured in plant having cert (ISO 9001 & 14000)
2	Model	Name of the model must be specified. All the relevant product brochures & manuals related to the model must be submitted.
3	Print Speed	500 lines per minute
4	Printable Column	136 column on 10 cpi draft and 200 lpm in letter quality LQ
5	Input Buffer	32 kb
6	Emulation	Epson FX/Printrionics/Tally
7	Interface	Serial RS 232 C and Centronics parallel (Both active simultaneously)
8	Character Fonts	Draft/Data Processing
9	Paper Format	Continuous 4 " to 16" in width
10	Copy Capability	Original + 5
11	Multilingual Printing Capability	Inbuilt ASCII and ISCII codes free with Line Printer
12	Warranty	3 years comprehensive on site

ADDITIONAL ITEMS FOR PRINTER

1	Print Head	OEM Make
2	Ribbon	OEM Make
3	Ribbon Cartridge	OEM Make

ITEM NO. 6: OFF LINE UPS

S. NO	ITEM	MINIMUM SPECIFICATION REQUIRED
1	Make	Must be Specified Manufactured in plant having cert (ISO 9001 or 14001)
2	Model	Name of the model must be specified. All the relevant product brochures & manuals related to the model must be submitted.
3	Capacity	500 VA, 750 VA, 1000 VA, 1500 VA
4	Technology	Microprocessor based High Frequency Switching (PWM)
5	Input Voltage	160 V AC to 260 V AC
6	Input Frequency	50 Hz +/- 3 Hz
7	Output Voltage on Battery Mode	230 Volts +/- 8 %
8	Output Frequency on Battery Mode	50 Hz +/- 0.5 Hz
9	Output Waveform on Battery Mode	Modified / Simulated Sine Wave
10	Output Voltage Regulation on Mains Mode	230 V AC +/- 15 % within specified Input Range
11	Overall Efficiency	> 80 % (On full load & nominal voltage)
12	Transfer Time	< 10 Millisecond
13	Load Power Factor	0.6 or better
14	Protections	EMI / RFI Filters to be Provided
15	Overload	Should support 105 % overload for at least 30 sec. without change in output voltage regulation
16	Short Circuit	UPS output cut off immediately
17	Port	for UPS software for ' auto shutdown ' feature

18	Back Up Time	As per Table
19	Battery Type	Sealed Maintenance Free (VRLA) Refer Table I, Exide/Panasonic/Global Yuasa/Quanta
20	Battery Protection	Auto Self Test / deep discharge protection
21	Alarm	Battery Back - up, Battery low etc.,
22	Ambient Temp.	0-45 Deg. C, 0-95 % Humidity
23	Audible Noise	<45 dB (1 Mtr from surface)
24	ERTL / ETDC Test Reports Should be Provided	Complying with tender specifications
25	Certifications	ISO 9001 / ISO 14001 / CE (Safety), EN 50091-1(EMI), EN50091-2(RFI),VDE (Surge)
26	Warranty	Warranty on site of 3 years for UPS and 1 year for battery.

TABLE I

UPS Rating	Max Load Watt	Actual Load	Battery Details				Minimum Backup time
			AH	Qty	Volt	Min VAH	
500 VA	300W	1 PC with Monitor	7	1	12	84	15 Minutes
750 VA	450W	1 PC with Monitor	7	2	12	168	30 Minutes
1 KVA	600W	2 PC with Monitor	7	2	12	168	15 Minutes
1 KVA	600W	2 PC with Monitor	7	6	12	504	45 Minutes
1.5 KVA	900W	3 PC with Monitor	7	2	12	168	10 Minutes
1.5 KVA	900W	3 PC with Monitor	7	6	12	504	30 Minutes

*Supplier can choose any other battery AH rating as per his DC bus requirement, however minimum VAH has to be achieved. (VAH = AH *Qty *Volt)

ITEM NO. 7: ON-LINE UPS SYSTEMS

S. NO	ITEM	MINIMUM SPECIFICATION REQUIRED
1	Make	Must be specified. Manufactured in plant having cert (ISO 9001 or 14001)
2	Model	Name of the model must be specified. All the relevant product brochures & manuals related to the model must be submitted.
3	Capacity	1,2,3,5,6, 7.5 and 10 KVA
4	Technology	PWM Technology using Microprocessor Controlled, True On-Line Double Conversion Technology, switching frequency : 20KHz or higher
5	Inverter Technology	True online Double Conversion, Must be IGBT
6	Crest Factor	Minimum 3:1 at full load
7	Output Wave Form	Pure Sine wave
8	Cold Start feature (DC Power on)	Should be provided
9	Input Power Factor at Full Load	>0.90
10	Input	Single Phase 3 Wire
11	Input Voltage Range	160-280VAC at Full Load and 100-280 at Half Load
12	Input Frequency	50HZ+/- 3 Hz
13	Output Voltage	230V AC, Single Phase,+/- 2% from no load to full load and over entire input voltage/frequency range)
14	Output Frequency	50Hz+/- 0.5% (Free running); +/- 3% (Sync. Mode)
15	Inverter efficiency	>90%
16	Over All AC-AC Efficiency	>85%
17	Static Switch(Bidirectional)	Should be provided and should take care of 100% load transfer
18	Load Power Factor	Should be at least 0.7lagging (i.e. 5KVA = 3.5KW or better)

19	Overload Capacity	105%-infinite, 125%-1 Minute,150%- 1 second
20	UPS Shutdown	UPS should shutdown with an alarm and indication on following conditions 1)Output over voltage 2)Output under voltage 3)Battery low 4)Inverter overload 5)Over temperature 6)Output short
21	Protections	Input should have MCB and output should be electronically protected, also battery connection should have MCB/MCCB/Fuse, surge protection, battery low warning
22	Bypass Switch	Required for all ratings
23	Total Harmonic Distortion	<3% for linear load and <8% for Non-Linear Load
24	Indicators	AC Mains, Load on Battery, Fault, Load Level, Battery Low Warning, Inverter On, UPS on Bypass, Overload, etc
25	Metering	Input Voltage, Output Voltage and frequency, battery voltage, output current etc (LCD /LED or through Software)
26	Battery Backup	Based on VAH, refer Table II
27	Battery	VRLA (Valve Regulated Lead Acid) SMF (Sealed Maintenance Free) Batt.
28	Battery housings	Closed housing in a cubicle with suitable louvers or racks
29	Battery Make	Exide/Panasonic/Global Yuasa/Quanta
30	Audio Alarm	Battery low, Mains Failure, Over temperature, Inverter overload, Fault etc.
31	Communication Interface	RS 232, with Monitoring and Shutdown software
32	Automatic Diagnostic and battery Check	To be provided
33	EMI/RFI Noise Filter	To meet Standard Conformances
34	Cabinet	Rack/Tower type
35	Remote Monitoring	Optional , Should be available through SNMP adapter
36	Audible Noise	<55 dBA at 1 meter
37	Operating Temperature	0 to 45 degrees centigrade
38	Humidity	10-90% non condensing
39	Warranty	3 years warranty on UPS (Battery warranty of 1 year Standard)
40	ERTL/ETDC Test Reports to be provided	Complying with Tender Specifications
41	Certifications	CE (Safety), EN 50091-1(EMI), EN50091-2(RFI), VDE (Surge
42	Short Circuit Protection	MCB/MCCB should trip or UPS should shutdown without blowing any fuses
43	Input Over Voltage	UPS should be absolutely safe in case of high voltage at input

Table II

VAH Requirement for Online UPS					
Battery Details					
KVA	AH	Qty	Volt	Min VAH	Minimum Backup Time
1	17	4	12	800	30 Minutes
1	17	8	12	1600	1 Hr
2	17	8	12	1600	30 Minutes
2	65	4	12	3200	1 Hr
3	17	16	12	3200	30 Minutes
3	26	16	12	5000	1 Hr
5	26	16	12	5000	30 Minutes
5	42	16	12	8000	1 Hr
6	26	16	12	5000	30 Minutes
6	26	32	12	10000	1 Hr
7.5	17	32	12	6500	30 Minutes

7.5	17	64	12	1300	1 Hr
10	26	32	12	10000	30 Minutes
10	42	32	12	16000	1 Hr

*Supplier can choose any other battery AH rating as per his DC bus requirement, however minimum VAH has to be achieved. (VAH = AH *Qty *Volt).

Back-up on KVA*PF = Watt as in Lab condition such as 5kVA will be tested in Lab with 3500Watt of Load

ITEM NO. 7: ON-LINE UPS SYSTEMS 3 PHASE IN -3PHASE OUT

S. NO	ITEM	MINIMUM SPECIFICATION REQUIRED
1.	Make	Must be specified. Manufactured in plant having cert (ISO 9001 or 14001)
2.	Model	Name of the model must be specified. All the relevant product brochures & manuals related to the model must be submitted.
3.	Capacity	20 KVA , 30 KVA, 40 KVA with 30 min and 1 hour backup
4.	Technology	PWM Technology using Microprocessor Controlled, True On-Line Double Conversion Technology, switching frequency : 20KHz or higher
5.	Inverter Technology	True online Double Conversion, Must be IGBT
6.	Crest Factor	Minimum 3:1 at full load
7.	Output Wave Form	Pure Sine wave
8.	Cold Start feature (DC Power on)	Should be provided
9.	Input Power Factor at Full Load	>0.90
10.	Input	Three Phase 3
11.	Input Voltage Range	305-475VAC AT full Load
12.	Input Frequency	50HZ+/- 3 Hz
13.	Output Voltage	400V AC, Three Phase
14.	Output Frequency	50Hz+/- 0.5% (Free running); +/- 3% (Sync. Mode)
15.	Inverter efficiency	>90%
16.	Over All AC-AC Efficiency	>90%
17.	Static Switch(Bidirectional)	Should be provided and should take care of 100% load transfer
18.	Load Power Factor	Should be at least 0.8 lagging (i.e. 20KVA = 16KW or better)
19.	Overload Capacity	105%-infinite, 125%-1 Minute, 150%- 1 second
20.	UPS Shutdown	UPS should shutdown with an alarm and indication on following conditions 1)Output over voltage 2)Output under voltage 3)Battery low 4)Inverter overload 5)Over temperature 6)Output short
21.	Protections	Input should have MCB and output should be electronically protected, also battery connection should have MCB/MCCB/Fuse, surge protection, battery low warning
22.	Bypass Switch	Required for all ratings
23.	Total Harmonic Distortion	<3% for linear load and <8% for Non-Linear Load
24.	Indicators	AC Mains, Load on Battery, Fault, Load Level, Battery Low Warning, Inverter On, UPS on Bypass, Overload, etc
25.	Metering	Input Voltage, Output Voltage and frequency, battery voltage, output current etc (LCD /LED or through Software)
26.	Battery Backup	Based on VAH, refer Table III
27.	Battery	VRLA (Valve Regulated Lead Acid) SMF (Sealed Maintenance Free) Batt.
28.	Battery housings	Closed housing in a cubicle with suitable louvers or racks
29.	Battery Make	Exide /Panasonic/Global Yuasa/Quanta
30.	Audio Alarm	Battery low, Mains Failure, Over temperature, Inverter overload, Fault etc.

31.	Communication Interface	RS 232, with Monitoring and Shutdown software
32.	Automatic Diagnostic and battery Check	To be provided
33.	EMI/RFI Noise Filter	To meet Standard Conformances
34.	Cabinet	Rack/Tower type
35.	Remote Monitoring	Optional , Should be available through SNMP adapter
36.	Audible Noise	<55 dBA at 1 meter
37.	Operating Temperature	0 to 45 degrees centigrade
38.	Humidity	10-90% non condensing
39.	Warranty	Option of 1 year and 3 year warranty on UPS (Battery warranty of 1 year Standard)
40.	ERTL/ETDC Test Reports to be provided	Complying with Tender Specifications
41.	Certifications	CE (Safety), EN 50091-1(EMI), EN50091-2(RFI),VDE (Surge)
42.	Short Circuit Protection	MCB/MCCB should trip or UPS should shutdown without blowing any fuses
43.	Input Over Voltage	UPS should be absolutely safe in case of high voltage at input

Table III

VAH Requirement for Online UPS					
Ups Rating	Battery Details				
KVA	AH	Qty	Volt	Min VAH	Backup Hrs
20	42	30-34	12	15000	30Min
20	65	30-34	12	30000	1 Hr
30	26	60-68	12	18000	30Min
30	100	30-34	12	36000	1 Hr
40	65	30-34	12	30000	30Min
40	65	60-68	12	60000	1 Hr

*Supplier can choose any other battery AH rating as per his DC bus requirement, however minimum VAH has to be achieved. (VAH = AH *Qty *Volt)
Back-up on KVA*PF = Watt as in Lab condition such as 20KVA will be tested in Lab with 16KW of Load

ITEM NO.: 8: A4 SIZE ENTRY LEVEL FLATBED DOCUMENT SCANNER WITH ADF

S. NO	ITEM	MINIMUM SPECIFICATION REQUIRED
1	Make	Must be specified. Manufactured in plant having cert (ISO 9001 or 14001), RoHS.
2	Model	Must be specified. All the relevant product brochures and manuals must be submitted.
3	Scan Type	Flatbed
4	Resolution	Hardware Optical
		Minimum 2400x2400 dpi Minimum 300 dpi
5	Bit Depth	48-bit color
6	Scan Preview Speed	Up to 7 seconds
7	Interface	Hi-Speed USB (compatible with 2.0)
8	OS Support	Windows 2000, XP , Linux
9	ADF Capacity	Minimum 35 pages
10	ADF Speed	8ppm or more
11	Duplex Capable	Optional
12	Software	Software – Associated Scanning Software

ITEM NO. : 9 A4 SIZE MID RANGE SCANNER WITH ADF

S. NO	ITEM	MINIMUM SPECIFICATION REQUIRED
1	Make	Must be specified. Manufactured in plant having cert (ISO 9001 or 14001), RoHS.
2	Model	Must be specified. All the relevant product brochures and manuals must be submitted.
3	can Type	Flatbed
4	Resolution	4800x4800 dpi for Hardware, up to 999,999 dpi enhanced resolution
5	Bit Depth	48-bit color
6	Scan Preview Speed	Up to 4 seconds
7	Interface	Hi-Speed USB (compatible with USB 2.0)
8	OS Support	Windows 2000, XP
9	Automatic Document Feeder Capacity	100 sheets
10	ADF Scan Speed	Up to 25 ppm/ 50 ipm or higher
11	Duty Cycle	Up to 500 pages per day
12	Software	Software – Associated Scanning Software

ITEM NO.: 10: 60” LCD SCREEN

S. NO	ITEM	MINIMUM SPECIFICATION REQUIRED
1	Make	Must be specified. Manufactured in plant having cert (ISO 9001 or 14001), RoHS.
2	Model	Name of the model must be specified. All the relevant product brochures & manuals related to the model must be submitted.
3	Display panel	60” colour active matrix LCD (TFT)
4	Resolution	1920 X 1080
5	Contrast Ratio	2000:1
6	Response time	5 ms
7	Brightness	500 cd/m2
8	Viewing Angle (H/V)	176/176
9	Video input	15-pin D-Sub, DVI, RCA, DIN 9pin, S-Video, RS232C, RJ45
10	Environments	PC compatible
11	Colour	Black
12	Warranty	Three years comprehensive onsite

ITEM NO. 11: SAN

1.	Architecture	Must feature full 4Gbps Fibre Channel end-to-end architecture. The system must support dual-ported Fibre Channel drives. The system must have balanced architecture from front-end to back-end for delivery of performance.
2.	Host Connectivity	Must feature a minimum of 32Gbps of front-end Fibre Channel bandwidth for host connectivity.
3.	Back-end Architecture	Must feature a minimum of 32Gbps of back-end Fibre Channel bandwidth for access to disk drives. Controllers should have logically point-to-point connectivity to disk drives using switched disk shelves to isolate disk faults.
4.	System Scalability	Should support minimum scalability of 240 drives in the system.
5.	Current Capacity	System should be configured with 10TB of usable capacity using 4Gbps FC drives in RAID 5 after subtracting all overheads imposed by RAID, hot sparing, and storage operating environment's overheads as applicable. 10TB should be available to hosts for application data. RAID set should not be more than 7 drives (i.e 6+1)
6.	Storage Processor Requirement	Must feature a minimum of two controllers in active/active mode for redundancy.
7.	Fully Redundant Architecture	Must be fully redundant with no single point of failure.
8.	Global Hot Sparing	System should have capability to designate global hot spares that can automatically be used to replace a failed drive anywhere in the system. Hot spares should be global and should replace any drive in any RAID group irrespective of grouping or physical location of drive.
9.	RAID Level Support	Must support hardware RAID levels 0, 1, 0+1, 3, 5 and 6. Must support inter-mixing different RAID groups within one storage system.
10.	On-line RAID Group Expansion	Must support online expansion of RAID Group. Must be able to add additional disks on the fly to expand the RAID group capacity.
11.	LUN Migration	Should support online migration of LUN from one Raid group to another, without requiring application downtime.
12.	Disk Drive Support	Must support drives in 73GB, 146GB, 300GB Fibre Channel Drives. Drives should be with 4Gbps interface. Should support 750GB and 1TB SATA-II drives in the same system co-existing with FC drives.
13.	Heterogeneous Environment Support	Must support multiple heterogeneous hosts. It must support mixing Windows 2000, Windows 2003, Solaris, HP-UX, IBM AIX, and Linux in a SAN fabric environment.
14.	Array-based LUN Masking	Must support array-based hardware LUN masking for highest security. It should not be host-based or switch-based.
15.	Cache	System should be configured with minimum 8GB of total cache.
16.	Cache Protection	Must support fully automatic de-stage of cache to disks during power failure to prevent possible data loss. Standby power supplies must be redundant.
17.	End-to-End Data Protection	Must provide end-to-end data protection, parity checking and background disk scrubbing and parity protection at sector level. It must have disk-scrubbing capability that runs in background to proactively check every sector of every disk and correct data errors.

18. Cache Mirroring	Cache must be mirrored via dedicated links between the controllers, without using data path for cache mirroring.
19. Cache Tuning	Must support real-time cache tuning for performance enhancement without shutting down the storage system. Must support online allocation of read and write cache separately.
20. System Redundancy	Disk drives, cooling fans, power supplies, and stand-by power supplies must be hot swappable and redundant.
21. Storage Management Software	Storage Management software must include both GUI and CLI tools. It must be able to centrally manage the vendor's complete range of arrays over the network. It must support web-based management. To protect privacy, data transmitted between the browser and array must be encrypted using SSL. It must support event auditing for security. Actions on the system must be tracked and recorded, including information on the identity of the person performing the action. The date, time, and nature of the action must also be logged. Web interface should ease management by allowing <ul style="list-style-type: none"> a) Grouping of LUNs b) Assigning user-friendly and descriptive names to LUNs
22. Clone Functionality	Must feature array-based fully populated binary copies of LUNs capability. The clone must be an independently usable LUN that allows parallel processing without impacting the performance of the production LUN. Software must support 8 concurrent clone copies per LUN.
23. Cross Generation Software Consistency	The software architecture (management software, snapshot, clone, remote mirroring, etc) must be consistent and compatible across generations of storage systems: prior (N-1 generation), current and future generation platforms.
24. Data-in-Place Upgrade	Must support data-in-place upgrade of existing storage processors to a higher model or future generation storage controller.
25. Non-Disruptive Upgrade	Must support non-disruptive upgrade of core software, BIOS, snap shot, clone, remote mirroring and management software without shutting down the storage system. All host-attached servers must remain fully operational during system level or maintenance upgrade procedures
26. Support	System should support dial-home and email-home to vendor support facility. Vendor should have infrastructure for dial-in to the system to correct any problems in minimum time

ANNEXURE - B

TENDER OFFER FORM (TOF)

Tender Reference No.: _____

Date: _____ 2007

To: (Name and address of purchaser)

Gentlemen:

Having examined the tender documents including all annexure the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver _____
_____ (Description of goods and Services) in conformity with the said tender documents.

We undertake, if our tender offer is accepted, to commence delivery within _____ (Number) days and to complete delivery of all the items and perform incidental and supervisory services as specified in the Contract within _____ (Number) days calculated from the date of receipt of your Notification of Award / Letter of Intent.

If our tender offer is accepted we will obtain the guarantee of bank in a sum of 10% of the Contract Price for the due performance of the Contract.

We agree to abide by this tender offer till 31 March, 2006 and shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this tender offers, together with your written acceptance thereof and your notification of award shall constitute a binding contract between us.

We understand that you are not bond to accept the lowest or any offer you may receive.

Dated this ____ day of _____ 2008

Signature: _____

3(In the Capacity of:) _____

Duly authorized to sign the tender offer for and on behalf of

Annexure-C

DETAILS OF BIDDER

Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information.

Sr. No.	Item	Details
1.	Name of the Company	
2.	Mailing Address	
3.	Telephone and Fax numbers	
4.	Constitution of the Company	
5.	Name of the Managing Director	
6.	Turn over and profit of the company 2003-2004	
7.	Sales Tax Clearance Certificate (upto December 2003) attached?	
8.	Valid Income tax clearance certificate attached?	
9.	Whether direct manufacturer or authorized dealers	
10.	Name and address of Distributors /dealers / marketing agents	
11.	Location of Manufacturing facility	
12.	Manufacturing Capacity (Product –wise)	
13.	Licensed Capacity	
14.	Installed capacity	
15.	Equipped capacity for throughput	
16.	Actual Production / sales of quoted items during last two years	
17.	Brief Description of facilities for manufacturer, production, inspection, and testing and quality assurance.	
18.	Brief Description After Sales service facilities available with the Bidder Please fill up Annexure also.	
19.	Are you providing comprehensive post warranty to Organisations at Mumbai and other locations where you have supplied similar goods in the past? If yes then furnish details of such organizations	
20.	Are above past customer Organisations satisfied with the performance and quality of service rendered?	

Annexure-D

Performance Statement (P)

(For a period of last two years)

Bid No. DIT/File – 05/277/39 Date of opening 00/00/2007 Time 00.00 hrs

Name of the Firm _____

Order Number & Date	Order Placed by (Full Address of Purchaser)	Description & Quantity of ordered equipment	Value of order in Rupees	Date of Completion of Delivery		Remarks indicating for reasons for the late delivery if any	Has the equipment been satisfactory functioning
				As per Contract	Actual		

Date: _____

Place: _____

Signature of the bidder

E (1)

PRICE SCHEDULE FOR Hardware

This has to be submitted along with the Tender in ENVELOPE-II (Commercial Offer)

Serial No.

Tender Reference No.

Last Date and Time for receipts of tender offers: 00.00.07 15:00 Hrs

Time and Date of Opening of tender offers: 00.00.07 16:00 Hrs

Please note that the bidder should quote the price all-inclusive and FD destination separately for each item in the following format.

A	B	C	D	E
Sr. No.	Item	Make	Model	Cost/unit in Rs.

Note:

- 1) Please quote the make and model nos. for all the equipment in the table above.
- 2) Bidder should quote separate rates for different operating systems

Signature of Bidder _____

Business Address _____

Place:

Date:

Annexure-E (2)

PRICE SCHEDULE FOR ADD-ONS

This has to be submitted along with the Tender in ENVELOPE-II (Commercial Offer)

Serial No.

Tender Reference No.

Last Date and Time for receipts of tender offers: 00.00.07 15:00 Hrs

Time and Date of Opening of tender offers: 00.00.07 16:00 Hrs

Please note that the bidder should quote the price all-inclusive and FD destination separately for each item in the following format.

A	B	C	D	E	F
Sr. No.	Item name and description	Make and Model	List Price/MRP	Special Discount on MRP	Rate after Discount / unit in Rs.

Note:

- 1) Please quote the make and model nos. for all the equipment in the table above.
- 2) All the columns are to be filled compulsorily.

Signature of Bidder _____

Business Address _____

Place:

Date:

Annexure-F

BID SECURITY FORM (BSF)

Whereas _____(hereinafter called "the Bidder") has submitted its tender offer dated _____2007 for the supply of _____(hereinafter called "the tender")

KNOW ALL MEN by these presents that WE _____of _____(hereinafter called the Bank:) are bound upto _____(hereinafter called "the Purchaser") in the sum of _____for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its sucesors and asssigns by these presents. Sealed with the Common Seal of the Said Bank this _____ day of _____2007

THE CONDITIONS of this obligation are :

1. If the bidder withdraws its tender during the period of tender validity specified by the bidder on the Tender Form ; or
2. If the Bidder, having been notified of the acceptance of its tender by the purchaser during the period of tender validity :
 - (a) fails or refuses to execute the DRAFT CONTRACT FORM if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the instruction given in tender document;

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including _____ 2007 and any demand in respect thereof should reach the Bank not later than the above date

(Signature of the Bank)

Annexure-G

DRAFT CONTRACT FORM (CF)

This agreement is made this day of, Two Thousand Among **M/s** (hereinafter called "**the Vendor**", which expression shall unless repugnant to the context thereof include, it permitted successors and assigns) of the first part, **M/s** (hereinafter called "**the OEM**") of the second part and the Governor, State of Maharashtra through Director, IT, Government of Maharashtra (hereinafter called "**the Government**") exercising executive powers of the State of Maharashtra of the third part.

WHEREAS **the Vendor** has submitted bids to the Government for approving Rate Contract for the year 2007-08 for various articles as specified in the schedule A (attached) through the Director, Directorate of Information and Technology, GoM, Mumbai (hereinafter called "**The Director**") as per delivery instructions given in the acceptance of tender at the respective prices or rate mentioned opposite to the said articles in the column provided for the purpose and whereas such tender has been accepted and the Vendor has deposited with the Director the sum of Rs.5 Lakh (Rupees Five Lakh only) as security for the fulfillment of this Agreement.

NOW IT IS HEREBY AGREED by and among the parties hereto as follows:

1. The Vendor has accepted the contract on the terms and conditions set out in the Tender Notice No. DIT/File-7/75/39, dated 29.11.2007 as well terms and conditions of the contract, which will hold good during period of this agreement.
2. Upon breach by the Vendor/OEM of any of the conditions of the agreement pertaining to them, the Director may issue a notice in writing, determine and put an end to this agreement without prejudice to the right of the Government to claim damages for antecedent breaches thereof on the part of the Vendor/OEM and also to reasonable compensation for the loss occasioned by the failure of the Vendor/OEM to fulfill the agreement as certified in writing by the Director which certificate shall be conclusive evidence of the amount of such compensation payable by the Vendor to the Government.
3. Upon the determination of this agreement whether by effluxion of time or otherwise the said deposit shall after the expiry of 15 months from the date of such determination be returned to the Vendor but without interest and after deducting therefrom any sum due by the Vendor to the Government under the terms and conditions of this agreement.
4. This agreement shall remain in force until the expiry of the date of delivery of materials but not withstanding herein or in the tender and acceptance forms contained the Government shall not be bound to take the whole or any part of the estimated quantity herein or therein mentioned and may cancel the contract at any time upon giving one months notice in writing without compensating the Vendor.
5. In witness whereof the said **Shri** on behalf of **the Vendor** and **Shri** on behalf of **the OEM** have set their hands hereto and Director Information Technology has on behalf of the Government of Maharashtra affixed his hand and seal thereto for and on his behalf and **the Vendor** and **the OEM** above named have hereto set their hands and seals of the Vendor and the OEM have been here unto affixed the day and year first herein above written.

6. Notices in connection with the contract may be given by the Director Information Technology or any gazetted officer of the Directorate of Information Technology authorized by the Director.
7. In consideration of the payments to be made by the Indentor/Buyer to the Supplier as hereinafter mentioned the Supplier hereby covenants with the Indentor/Buyer to provide the goods and Services and to remedy defects therein conformity in all respects with the provisions of the Contract.
8. The Indentor/Buyer hereby covenants to pay the supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.
9. If subject to circumstances beyond control (Force Majeure) the Vendor fails to deliver the stores in accordance with the conditions mentioned in the A/L, the Director Information Technology, GoM shall at his option be entitled either:
 - (a) to recover from the Vendor as agreed liquidated damages or by way of penalty a sum not exceeding $\frac{1}{2}$ % of the price of the stores which the Vendor has failed to deliver as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears, or
 - (b) to purchase elsewhere, after giving due notice to the Vendor on the amount and at the risk of the Vendor the stores not delivered or others of a similar description (where other exactly complying with the particulars are not in the opinion of the Director, Information Technology, GoM, which shall be final readily procurable) without canceling the contract in respect of the consignment not yet due for delivery, or
 - (c) to cancel the contract.
10. In the event of action to be taken under (a), (b) or (c) the Vendor shall be liable for any losses which the Director, Information technology, GoM, may sustain on that account. The recovery on account of agreed liquidated damage or by way of penalty under (a) above will be made by deducting the amount in the bills and the recovery of any loss, which the Director, Information technology, GoM may sustain under (b) & (c) should be made good by a credit note within the stipulated period for the purpose.
11. Tender document alongwith corrigenda issued from time to time shall be part and parcel of the contract agreement.

SIGNED, SEALED AND DELIVERED BY

(B. P. Singh)
Director, IT

Directorate of Information Technology
For and on behalf of the Governor, State of
Maharashtra

In the presence of

i) Shri

ii) Shri

SIGNED, SEALED AND DELIVERED BY

Shri on behalf of the OEM

and

Shrion behalf of the Vendor

In the presence of

i) Shri

ii) Shri

Place : Mumbai

Dated :Day of 200...

Annexure-H

PERFORMANCE SECURITY FORM (PSF)

To:

(Name of Purchaser)

WHEREAS _____ (Name of Supplier) hereinafter called "the Supplier" has undertaken, purchase of Contract No. _____ dated, _____ 2006 to supply _____ (Description of goods and Services) hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the supplier shall furnish you with a bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the supplier, up to a total of _____ (Amount of the guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the contract and without cavil or argument, any sum or sums within the limit of _____ as aforesaid, without your needing to prove or to show this grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 2007

Signature and Seal of Guarantors

Date _____

Address: _____

