

GOVERNMENT OF MAHARASHTRA

DIRECTORATE OF INFORMATION TECHNOLOGY
GENERAL ADMINISTRATION DEPARTMENT
7th Floor, Mantralaya, Mumbai-400 032

DIT/File-10/4076

Dated: 29th January, 2013

Addendum – 3: Due to revoking of suspension of M/s Samsung India Electronics Private Limited by DIT, their name and products are added in RC

Due to revoking of suspension of M/s Acebrain System and Software Pvt. Ltd. by DIT, their name is added in dealer list associated with OEM M/s Brother International India Pvt. Ltd and M/s Samsung India Electronics Private Limited

To,

Sr No.	Manufacturer	Order to be placed with dealers
1	Brother International India Pvt. Ltd.	1. ICON Infotech Pvt. Ltd. 2. Omega Systems 3. Ace Brain Systems & Software Pvt. Ltd.
2	Samsung India Electronics Private Limited	1. Ace Brain Systems & Software Pvt. Ltd. 2. ICON Infotech Private Limited 3. Omega Systems 4. Step Computers Private Limited

Subject: Rate contract for supply of Laser Printers valid till 30th January, 2013

Reference: Directorate of Information Technology Tender No: DIT/File-10/4076 for supply of Laser Printers

Dear Sir,

You are hereby informed that the rate quoted by you with reference to the above tender for computer hardware & peripherals for the stores specified in Schedules annexed has been accepted for the Maharashtra government rate contract.

Description of stores & prices are given in Schedule- A. The specifications of the stores are given in Schedule- B. The terms & conditions as amended to date governing the rate contract is given in Schedule-C and the terms & conditions of the tender is given in Schedule- D.

The rate contract and the scheduled annexed shall be sole repository of this rate contract transaction.

Schedules annexed

1. Schedule - A Description of stores & prices and details of dealers
2. Schedule - B Specification of stores
3. Schedule- C Terms & conditions of contract
4. Schedule- D Terms & conditions of tender

Yours Sincerely,

-Sd-

Director – IT

GAD, Government of Maharashtra

Schedule- "A"

Description of Stores & their Prices

Sr. No	Item description	Manufacturer in RC	Price ^{1*} Per Unit (Rs.)
Laser Printers			
1.	a) Personal Laser A4 Printer	1. Samsung India Electronics Private Limited	a) Rs. 8253/-
	b) Personal Laser A4 Printer – Toner Cartridge		b) Rs. 3255/-
Multi- function Laser A4			
2.	a) Multi-Function Laser A4 Printer	1. Brother International India Private Ltd	a) Rs. 15911/-
	b) Multi-Function Laser A4 Printer – Toner Cartridge		b) Rs. 7193/-
Network Laser A4			
3.	a) Network Laser A4 Printer	1. Samsung India Electronics Private Limited	a) Rs. 23652/-
	b) Network Laser A4 Printer – Toner Cartridge		b) Rs. 8001/-

Details of dealers

Brother International India Private Ltd

Dealer	Icon Infotech Pvt. Ltd.	Omega Systems	Acebrain Systems & Softwares Pvt. Ltd.
Postal Address	2, Rubunissa Mansil, 48A Sleater Road, Opp.Grant Road Station (W), Mumbai - 400 007	Rukhmini Apartments 10 Manekshaw Nagar Off Pune Road, Dwarka Nashik 422011	Rose Wood Park, Row house No. B-8, Gat no. 1106, Near BSNL Telephone Exchange, Pune-Nagar Road, Wagholi – 412207 Tal. Haveli, Dist. Pune
Contact Person	Mr.Jatin Shah / Mr. Hitesh Shah	Mr. Vijay Suryavanshi / Mr. Sandeep Bodke	Mr. Yogesh Godbole / Mr. Sarang Satarkar
Mobile	9869456576 / 9869408113 / 9322683530	9325050009 / 9325050008 / 9421414702	9423005472 / 9850065222
Landline	022 - 2387 5501 / 02 / 03	0253 - 2591298 / 99, 3296392	020 - 24329730 / 31 020 - 65605060
Fax	022 - 2387 5507	0253 - 2592789	020 - 24329732
Email	jatin@iconinfotech.com , hitesh@iconinfotech.com	vijay@omegainfocom.com , sandeep@omegainfocom.com	yogesh@acebrain.com , sarang@acebrain.com

¹ Rate of RC is inclusive of Supply, Installation and 3 Years onsite warranty, all taxes and duties etc including VAT and Sales tax. Octroi Exemption Certificate, if applicable, shall be given by the indenter along with purchase order to the vendor in the format prescribed by the local Octroi authorities.

Rate contract for Desktop and Laptop | 2012

Website www.iconinfotech.com www.omegainfocom.com www.acebrain.com

Samsung India Electronics Private Limited.

Name of Dealer	Icon Infotech Pvt. Ltd.	Omega Systems	Acebrain Systems & Softwares Pvt. Ltd.	Step Computers Private Limited
Postal Address	2, Rubunissa Mansil, 48A Sleater Road, Opp.Grant Road Station (W), Mumbai - 400 007	Rukhmini Apartments 10 Manekshaw Nagar Off Pune Road, Dwarka Nashik 422011	Rose Wood Park, Row house No. B-8, Gat no. 1106, Near BSNL Telephone Exchange, Pune-Nagar Road, Wagholi – 412207 Tal. Haveli, Dist. Pune	8/806, Vanrai Colony,Western Express Highway,, Goregaon East, Mumbai-400065
Contact Person	Mr.Jatin Shah / Mr. Hitesh Shah	Mr. Vijay Suryavanshi / Mr. Sandeep Bodke	Mr. Yogesh Godbole / Mr. Sarang Satarkar	Mr Ritesh Paliwal
Mobile	9869456576 / 9869408113 / 9322683530	9325050009 / 9325050008 / 9421414702	9423005472 / 9850065222	7738363070
Landline	022 - 2387 5501 / 02 / 03	0253 - 2591298 / 99, 3296392	020 - 24329730 / 31 020 - 65605060	022-26865857
Fax	022 - 2387 5507	0253 - 2592789	020 - 24329732	
Email	jatin@iconinfotech.com , hitesh@iconinfotech.com	vijay@omegainfocom.com , sandeep@omegainfocom.com	yogesh@acebrain.com , sarang@acebrain.com	stepcomp@yahoo.com
Website	www.iconinfotech.com	www.omegainfocom.com	www.acebrain.com	NA

Schedule –'B'

Specifications of the Stores

A. Personal Laser A4 Printer

	Personal Laser A4
Duplex printing	Automatic
Print speed (ppm- A4)	31 ppm
First Page Print speed	6.5 Sec
Duty cycle / month	50000
Recommended Prints per month	250 to 2000
Print Resolution (dpi)	1200 X 1200
Memory (MB)	64 MB
Interface	USB 2.0
Toner	Full
OS support	Windows 7 Professional 64 bit and earlier versions of Windows- XP, Vista; Linux
Certifications	Energy Star certification
Warranty	3 yrs comprehensive onsite warranty
Make	Samsung
Model	ML-3310D
Yield in pages of toner shipped with printer	2000 pages
Personal Laser A4 Printer – Toner Cartridge	
Toner Cartridge Model	MLT-D205L
Yield in pages for the Toner (additional item)	5,000 pages

B. Multi-Function Laser A4 Printer

	BROTHER INTERNATIONAL INDIA PVT LTD
Duplex printing	Automatic
ADF	Yes
Print speed (ppm- A4)	28 ppm
First Page Print speed	8.5 sec or less
Duty cycle / month	upto 30000 pages
Recommended Prints per month	500 to 2000 pages
Scanner	Flatbed & ADF, Colour Scan
Fax	Fax available. 33.6 kbps. Send and Receive Fax from PC
Copier	Copier available. Upto 28 cpm
Interface	1- USB 2.0 ; 1- Ethernet ; 1- RJ-11 telephone port
Resolution in DPI (print and scan)	Upto 1200 dpi
Memory (MB)	64 MB
Toner	Starter Toner
OS support	Windows 7 Professional 64 bit and earlier versions of Windows- XP, Vista; Linux, Mac
Certifications	Energy Star certification
Warranty	3 yrs comprehensive onsite warranty
Make	Brother
Model	MFC-8370DN
Yield in pages of toner shipped with printer	2000 pages
Multi-Function Laser A4 Printer – Toner Cartridge	
Toner Cartridge Model	TN-3290
Yield in pages for the Toner (additional item)	8,000 pages

C. Network Laser A4 Printer

	Network Laser A4
Duplex printing	Automatic
Print speed (ppm- A4)	35 ppm
First Page Print speed	7.5 sec or less
Duty cycle / month	upto 50000
Recommended Prints per month	1500 to 5000
Print Resolution (dpi)	Upto 1200 X 1200/ 2400 X 600
Memory (MB)	Min 128 MB
Interface	1- USB 2.0 1- Ethernet
Toner	Starter
OS support	Windows 7 Professional 64 bit and earlier versions of Windows- XP, Vista or Linux
Certifications	Energy Star certification
Warranty	3 yrs comprehensive onsite warranty
Make	Samsung
Model	ML3710ND
Yield in pages of toner shipped with printer	5000 pages
Personal Laser A4 Printer – Toner Cartridge	
Toner Cartridge Model	MLT-D205E
Yield in pages for the Toner (additional item)	10000 pages

Schedule –‘C’

Terms and conditions governing the rate contract

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) "The Bidder" means the OEM who bids or offers the goods and services against this tender.
- c) "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.
- d) "The Indenter/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.
- e) "The Vendor" or "Dealer" means the successful bidder or the dealer of the successful bidder with whom the Purchaser enters into a Rate Contract against this tender. The bidder is expected to specifically state the details of the dealers in the bid.
- f) "The Contract" means an agreement entered into by the Purchaser with the vendor 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;
- g) "The Contract Price" means the price payable to the Vendor under the contract for the full and proper Performance of its contractual obligations;
- h) "The Goods" means PCs, notebooks, printers, scanners and projectors which the Vendor is required to supply to the Indenter under the Contract;
- i) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services applicable etc, such as installation, commissioning, provision of technical assistance, training, on-site comprehensive warranty, Testing, annual maintenance and other obligations of the Vendor covered under the Contract.
- j) "Consignee" means the officer authorized by the Government of Maharashtra for receiving goods/services at the place of receipt;
- k) "Non compliance" means failure/refusal to comply the terms and conditions of the tender;
- l) "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 / Pro forma 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.
- m) "Testing" means testing of the equipment exclusively in STQC (Standardization Testing and Quality Certification) approved laboratory- www.stqc.nic.in under specified environment;

- n) "eTendering System" means the Government of Maharashtra's electronic tendering system listed at <http://maharashtra.etenders.in>
- o) "Bulk Orders" means Purchase Orders for more than or equal to 100 units of one item deliverable to a single location

2. SIGNING OF CONTRACT

- i. The vendor shall upon after selection of the successful bid execute an agreement of contract in a given format (as in Annexure) 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. In addition to terms and conditions being mentioned hereunder, all terms and conditions of the RFP and corrigenda issued will also be applicable for the contract.
- iii. At the time of signing the agreement, the vendor(i.e the OEM or his dealer of his choice) shall submit Security Deposit for required amount in the form of Bank Guarantee drawn on any Scheduled Bank in favour of the Director, Directorate of Information Technology, GoM format given in Annexure. Without this agreement will not be executed.
- iv. There shall be an agreement signed by the Director- IT and the vendor.
- v. On failure to execution of the agreement, EMDs furnished will be forfeited.
- vi. Terms and conditions of the contract may vary from product to product and so accordingly some changes may be done in the Terms and conditions of the contract even at the time of signing the agreement. Draft terms and conditions for the contract has been provided at the Annexure.

3. SECURITY DEPOSIT

The vendor shall submit the security deposit of an amount as follows.

SR NO	ITEM NAME	AMOUNT IN `
1	Laser Printer	Rs. 2,00,000/-

The security deposit should be valid for 14 months from the date of signing the agreement. Security Deposit will be refunded after 2 months of the expiry of the rate contract, after deducting the penal amount, if any, and on furnishing of indemnity bond.

4. VALIDITY PERIOD OF THE CONTRACT

- i. The Rate contract shall remain in force for 12 months from date of issue
- ii. 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.

- iii. 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. RESPONSIBILITIES OF VENDOR AND OEM

- i. The Vendor will be solely responsible for terms and conditions of the contract
- ii. The responsibility of the Vendor under the contract will be to supply quality product and service support thereafter. Any action taken by the DIT in respect the quality and service support shall be challenged only by the Vendor.
- iii. 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 indenter's/buyer's convenience. The service support during the contract period shall be discharged only through the Authorized Service Engineer.
- iv. 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.
- v. The vendor shall also be responsible for installing only licensed software.

6. TRANSFER & SUB- LETTING

The Vendor shall have no right to, give, bargain, sell, assign or sublet or otherwise dispose of contract to a third party. The vendor may outsource certain noncritical activities in the scope of work like installation of the equipment to a third party after prior written consent from DIT. However, such consent shall not relieve the supplier from any liability or obligation under the contract of the Contract

7. COMPLETENESS OF CONTRACT

- i. The contract will be deemed as incomplete if any component of the hardware, software, 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 indenter/buyer after acceptance testing /examination.
- ii. 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 equipment for a minimum period of 10 days. The Warranty period will commence only on acceptance (based on acceptance test) of equipment by the indenter/buyer.

8. PROTECTION AGAINST RISK OF OBSOLESCENCE

- i. 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 Indenter/buyer may order its requirements of the spares, if he so desires. If any of the components are not available or difficult to procure, or the procurement is likely to be delayed for replacement, if required, the replacement shall be carried out with state of the art technology equipment of equivalent or higher capacity, at no additional charges to the Indenter/buyer or Tenderer.
- ii. 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.

9. SUSPENSION & CANCELLATION OF RATE CONTRACT

- i. The Rate Contract of the Vendor shall be suspended and the Vendor may be blacklisted forthwith by the DIT without issuing notice on any of the following circumstances/reasons:
 - a. On finding deviation in technical specification as given in Appendix – A, in the supplied product, or
 - b. Violation of any condition of the tender/ contract or part of any condition of the tender contract of RC, or
 - c. Deviation found in quality and quantity of the product supplied, or
 - d. On finding software supplied with hardware as pirated, or
 - e. 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.
- ii. 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.

- iii. 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.

10. AMENDMENT

No provision of Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of all the parties and which expressly states to amend the present Contract.

11. 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:

- i. "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;
- ii. 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.
- iii. "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;
- iv. 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.
- v. 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.

12. RESOLUTION OF DISPUTES

- i. The Indenter/buyer and the Vendor shall make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or in connection with the

any of the or part of the terms and conditions of the contract.

- ii. If within thirty days from the commencement of such negotiations, the Indenter/buyer and the Vendor have been unable to resolve dispute amicably, either party may referred it for resolution to the Director, IT, GoM who will decide it on merit.
- iii. 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.
- iv. Vendor or OEM's liabilities under the contract will not exceed the price of the product and services supplied to the Indenter/buyer.

13. LEGAL JURISDICTION

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

14. INDEMNITY

Vendor 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.

15. PUBLICITY

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

Schedule –'D'

Instructions to Vendors & Buyers

1. VENDORS PLAN FOR OBTAINING ORDER

- i. The vendor shall provide contact details of its authorized service centre's located in the divisions Viz Mumbai / Pune / Nagpur / Aurangabad / Nashik / Amravati and details of coverage of each of the 35 districts of Maharashtra by them. The details must include the contact person, telephone numbers and the escalation matrix, who will collect the purchase order and from whom enquiry about the supply can be made by the indenter/buyer. The same will be displayed on GoM, Website for indenter's / buyer's convenience.

2. PURCHASE ORDER & PAYMENT RESPONSIBILITY

- i. Selection of product included in the Rate Contract and placing purchase order shall be discretion of the indenter/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
- ii. 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.
- iii. The purchaser intends to provide an online PO system in the future for generating the Purchase Orders and once such system is made available it would be mandatory for the vendor to accept the Pos raised from the system only. In case manual Pos are accepted by the vendor no assurance regarding the payment would be provided by the purchaser.
- iv. 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.
- v. The indenter/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.
- vi. The report submitted by the dealer to the DIT shall include purchase order, corresponding number of equipment dispatched, and license numbers of the software dispatched,

manufacturer's unique ID number on the equipment, packing list and other such documents. The online PO system would have provision to record the above mentioned information against respective PO and once the system is made available it would be mandatory for the vendor to record the information such system.

- vii. 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 dealer.
- viii. The vendor cannot delegate its rights to any institution to receive purchase order or/and payment in its name. If it is found that they have 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.
- ix. The vendor cannot refuse to supply the items in the rate contract. Refusal shall be violation of the term and condition of the contract and vendor shall be liable for punishment to the extent of blacklisting of the vendor. 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.
- x. On receipt of the equipment in good condition and the same is/are accepted by the concerned indenter/buyer, payment as per payment terms shall be made. Payment cannot be withheld on pretext of non installation.

3. ACKNOWLEDGEMENT OF THE PURCHASE ORDER

- i. The vendor shall accept Supply Order from the indenter/buyer against this Contract. He 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.
- ii. The dealer of vendor shall maintain stocks at the station (s) 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.
- iii. If the dealer 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 dealer, the Officer placing the S.O. will notify his acceptance of the Delivery Time offered by the dealer or negotiate until an

agreement is reached between the S.O. issuing Authority and the dealer.

- iv. If the dealer fails to give such intimation within Seven (7) days, it will be taken that the dealer has agreed to supply the stores within the Delivery Date Stipulated in the Purchase order.
- v. In all cases, the Delivery Time as deemed to be accepted by the dealer of 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 dealer and the Officer who has issued the Purchase Order, it shall be lawful for such officer to withdraw the Purchase Order and the dealer shall have no claim in respect of such withdrawal(s).

4. TAXES AND DUTIES

Rate of RC is inclusive of Supply, Installation and 5 Years onsite warranty, all taxes and duties etc including VAT and Sales tax. Octroi Exemption Certificate, if applicable, shall be given by the indenter along with purchase order to the vendor in the format prescribed by the local Octroi authorities. In case the Octroi exemption certificate is not being accepted at the Octroi check post, the indenter may provide required support to the dealer. If Octroi exemption certificate cannot be given, the Octroi will be borne by the indenter/buyer.

5. QUALITY OF GOODS & SERVICES

- i. The equipment/product must conform to the specifications given and of desired quality. The vendor shall guarantee that the item/s delivered to the purchaser is/are brand new.
- ii. 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 dealer shall not substitute any internal components or subsystems of the product by similar items of different manufacturer/s.
- iii. All the equipment shall be supplied with the relevant interface cables and necessary standard accessories. Also, all the equipment shall be provided with ISI standard, 3-pin power plugs (5-amp/15 amp, as required).
- iv. The dealer as well as the vendor shall be jointly and severally responsible for and quality of the supply.

6. FACTORY INSPECTION

The factory inspection would be carried out in case the minimum lot sizes for testing is 200 numbers. The factory testing will be done in the Factory premises/warehouse of the vendor with all the necessary testing facilities by the Inspection team constituted by the Indenter Department. The Indenting department should finalize the members of the Inspection team before placing the Purchase orders. The Inspection team would not have more than 2 members and all expenditure

related to inspection at the factory site shall be borne by the respective indenter department. The inspected equipment shall be dispatched along with the check list of the serial numbers of the lot inspected and these equipment would be directly installed and not subjected to any further testing. In case of lot sizes less

than 200, the inspection at the Indenter/ buyer premise would be carried out by the Inspection team constituted by the Indenter Department. In case any external technical expert is part of Inspection team, all expenses of such experts towards inspection at the Indenter/ buyer premises would be borne by the concerned Indenter department. The Inspection team should also verify if the latest patches, service packs and updates of the software supplied is being installed at the time of installation.

7. LABORATORY TESTING

The factory inspection would be carried out in case the minimum lot sizes for testing is 200 numbers. The factory testing will be done in the Factory premises/warehouse of the vendor with all the necessary testing facilities by the Inspection team constituted by the Indenter Department. The Indenting department should finalize the members of the Inspection team before placing the Purchase orders. The Inspection team would not have more than 2 members and all expenditure related to inspection at the factory site shall be borne by the respective indenter department. The inspected equipment shall be dispatched along with the check list of the serial numbers of the lot inspected and these equipment would be directly installed and not subjected to any further testing. In case of lot sizes less than 200, the inspection at the Indenter/ buyer premise would be carried out by the Inspection team constituted by the Indenter Department. In case any external technical expert is part of Inspection team, all expenses of such experts towards inspection at the Indenter/ buyer premises would be borne by the concerned Indenter department. The Inspection team should also verify if the latest patches, service packs and updates of the software supplied is being installed at the time of installation.

8. PACKING AND MARKING

- i. 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.
- ii. Each package should be clearly marked to indicate Description and Quantity of stores, Name and Address of the indenter/buyer, Gross weight of the Package, S.O. No. and Date and the Name of the Dealer as provided in the General Conditions of the Contract.
- iii. 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 indenter/buyer.

9. DESPATCH INSTRUCTIONS AND NOTIFICATION

- i. Unless otherwise specified, supplies will be available from the date of Contract commences.
- ii. 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.
- iii. Challans, Packing Notes must be submitted to the indenter/buyer sufficiently in advance of the actual arrival of Stores at destination failing which the dealer shall be held responsible for any subsequent discrepancy between actual receipt and the materials detailed in the challan received later.
- iv. The stores will be delivered free at indenter's/buyer's end including freight.
- v. It will be responsibility of vendor for safe arrival of stores in full and good conditions at indenter's/buyer's specified destination and indenter/buyer will not pay separately for transit insurance, if any.
- vi. Product shall confirm to standard guarantee/warranty effecting for a period of three years from the date of installation and demonstration.
- vii. The timelines for delivery and installation of equipment for all the divisional headquarter location (which includes Mumbai) would be within 6 weeks of placing orders and for all other locations it would be within 8 weeks of placing orders.
- viii. The timeline for delivery of additional item would be within 1 week of placing the order

10. DELIVERY DOCUMENTS

Within 24 hours of shipment, the dealer shall notify the indenter/buyer, by cable/telex/Fax the full details of the shipment including Contract No., Receipt No., Date, Description of Goods, quantity etc.

The dealer shall submit the following documents to the purchaser:

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

11. EXTENSION OF DELIVERY PERIOD

As soon as it becomes apparent to the dealer that the delivery date(s) stipulated in the Supply Order(s) cannot be adhered to, dealer 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 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.
- b. 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.

12. LIQUIDATED DAMAGES FOR DELAYED SUPPLY

- i. If the dealer fails to deliver any or all of the equipment/products or does not perform the Services within the time period(s) specified in the Contract, the indenter/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 indenter/buyer from the bill of the dealer or if purchased elsewhere the extra amount paid will be recovered from Performance Guarantee.
- ii. Once the penalty reaches maximum, the indenter/buyer shall make a report to the DIT for terminating the contract and initiating other appropriate action against the vendor.

13. ORDER CANCELLATION

- i. The indenter/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/OEM goes into liquidation voluntarily or otherwise.

- ii. In addition to the cancellation of purchase order, the indenter/buyer reserves the right to forfeit the Performance guarantee submitted to the indenter/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.

14. RISK PURCHASE

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

15. INSPECTION AT INDENTER/BUYER PREMISES

The factory inspection would be carried out in case the minimum lot sizes for testing is 200 numbers. The factory testing will be done in the Factory premises/warehouse of the vendor with all the necessary testing facilities by the Inspection team constituted by the Indenter Department. The Indenting department should finalize the members of the Inspection team before placing the Purchase orders. The Inspection team would not have more than 2 members and all expenditure related to inspection at the factory site shall be borne by the respective indenter department. The inspected equipment shall be dispatched along with the check list of the serial numbers of the lot inspected and these equipment would be directly installed and not subjected to any further testing. In case of lot sizes less than 200, the inspection at the Indenter/ buyer premise would be carried out by the Inspection team constituted by the Indenter Department. In case any external technical expert is part of Inspection team, all expenses of such experts towards inspection at the Indenter/ buyer premises would be borne by the concerned Indenter department. The Inspection team should also verify if the latest patches, service packs and updates of the software supplied is being installed at the time of installation

16. SURPRISE INSPECTION BY DIT

- i. 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 Indenter 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 RC shall be suspended. However, the final decision will be taken as per existing law.
- ii. 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.

17. PERFORMANCE BANK GUARANTEE

- i. The vendor shall submit a performance bank guarantee of 5% of the order value in favour of the buyer for a period of 3 months over and above the warranty period of the items supplied from the date of installation. The performance bank guarantee should be in the format given in Annexure from any Scheduled Bank in favour of the purchaser and valid for a period of 63 months for the PC, All in One and Laptop dealers and for a period of 39 months for dealers of other items.
- ii. The proceeds of the Performance guarantee shall be payable to the Indenter as compensation for any loss / penalties / liquidated damages resulting from the dealer's failure to complete its obligations under the contract.
- iii. The Performance guarantee shall be discharged by the buyer to the dealer within 60 days of the expiry of the warranty period. Date of warranty shall start from the date of successful commissioning of the equipment.
- iv. However, the dealer need not submit a performance bank guarantee for supply of additional items

18. HELP DESK

The vendor will provide helpdesk support to indenter/ buyer. Key features of this helpdesk are as follows:

- a. The helpdesk service will be provided in Marathi and English
- b. The helpdesk service will serve as a single point of contact for all hardware related issues
- c. The helpdesk will track and route all requests to ensure issue resolve in the agreed timeframe as mentioned in this RFP
- d. The vendor will submit a monthly report to the purchaser on the number of calls raised, number of calls handled and number of calls resolved with other details like
 - i. Name of Office from where call was raised
 - ii. Name of Office from where call was raised
 - iii. Name of person logging call
 - iv. Contact number of the person logging call
 - v. Date and time of Call log

- vi. Date and time of Call resolved
- vii. Name of person resolving call
- viii. Contact number of the person resolving call
- ix. Time between call logged and resolved
- x. Number of pending calls with reasons

The vendor will also provide a web based complaint monitoring system and the vendor should provide a login to the respective indenter/ buyer department and a supervisory login to DIT for monitoring the complaints.

19. INSTALLATION, COMMISSIONING & ACCEPTANCE

- i. The vendor shall be responsible for delivery and installation of the Hardware at site of the order and for making them fully operational within five weeks for all the divisional headquarter location (which includes Mumbai) and for all other locations it would be within 6 weeks of placing orders. If not possible, it shall be communicated to the indenter/buyer in writing with a copy to the DIT. The period shall start from the date of issue of the purchase order.
- ii. The vendor shall be responsible for configuring the power management settings and the regional settings in all the items supplied as part of the rate contract as per the directives provided by the purchaser. Vendor Must set the printing to Duplex mode by default and provide the copy of the same.
- iii. The dealer 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.
- iv. The latest patches & updates for all the software supplied should be installed on the machines at the time of shipment, Further, it is also being informed that the offices are in remote locations and internet connectivity may not be available at these locations, hence at the time of installation the vendor should carry the latest updates & patches in portable media and install in the equipments.
- v. The vendor should ensure that the regional language settings are set for Marathi language and Marathi keyboard layout and the same is displayed in the language bar in the task bar. The vendor should demonstrate to the end user at least one document with Marathi input, Marathi output and Print out of the Marathi font using the ISM software

20. INTEGRATION OF HARDWARE, SOFTWARE AND PERIPHERALS

- i. The dealer shall integrate the hardware and peripherals supplied by him to make them fully

operational. The dealer will be responsible for demonstrating various parts to integrate peripherals. However, in case of problems with machines and / or equipment, it will be the dealer'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.

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

21. MANUALS

All equipment will have to be supplied with all the detailed operational and maintenance manuals free of cost.

22. OPERATIONAL TRAINING

The dealer will have to train two users nominated by the indenter/buyer for a day (full-time) at his cost for operation of all the equipment supplied and installed. The training will be as per the satisfaction of the client / end user.

23. PAYMENT TERMS

- i. 90% payment towards supply will be made by the indenter/buyer within within 30 days from the date of receipt and inspection/verification of stores at the indenter/buyer's premises. Balance 10% payment shall be made after satisfactory Installation of equipment
- ii. On receipt of the equipment in good condition and the same has been accepted by the Indenter, making payment of the above amount is obligatory upon the Indenter. The Payment cannot be delayed due to a delay in installation and commissioning that is solely attributable to the indenter. Delay on the part on the indenter for installation cannot be treated as delay for penalty.
- iii. However, if only the additional item is procured, 100% of the payment shall be made to the dealer upon successful delivery and installation.

24. WARRANTY

- i. The OEM shall provide comprehensive onsite warranty for a period of three years in case of printers and scanners and for a period of five years in case of PCs, All in Ones, Laptops and Portable Laptops from the date of installation and commissioning of equipment.
- ii. Any defect observed within 6 months of the supply, the OEM shall be obliged to change or repair the equipment without making any charge.
- iii. 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.

- iv. The equipment, if necessary, will be opened only by the OEM Engineer for repair/otherwise during the warranty period. Warranty shall become void if the indenter/buyer buys any other supplemental hardware from a third party and installs it with/in these machines not through the authorized OEM engineer.

The warranty shall cover the following

- i. The equipment/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.

25. REPLACEMENT DUE TO REPEATED FAILURE

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

26. PENALTY FOR DOWNTIME

- i. The Indenter/buyer may make a complaint about the equipment/ service through letter, fax, e-mail, phone, SMS or any other means as the Indenter/buyer thinks fit or convenient to the Service centre reported by OEM.
- ii. 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, Thane & Pune	Next Business day	24 hrs
2	Nashik, Aurangabad, Amravati, Nagpur,	Next Business day	48 hrs
3	Other places	Next Business day	96 hrs

- iii. Public Holidays as declared by Government of Maharashtra will be excluded for the above downtime calculation.
- iv. In case Vendor fails to meet the above standards of maintenance, there will be a per day penalty of Rs. 100 or 0.5% of the cost of the item, which ever is higher, after resolution period.
- v. In case the equipment is not repaired/replaced within two week, the penalty will be charged at 5 (Five) times of the penalty shown above.

- vi. If the original equipment is/are replaced by temporary substitute equipment within resolution period, the penalty will not be charged for two weeks from the date of substitution /replacement. If the same is not repaired/ replaced within two weeks, 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.

If the total penalty reaches an amount equal to or more than 10% of the order value of the indenter, the same shall invoke the Performance Bank Guarantee and seek an equivalent Performance bank guarantee
