

Terms and Conditions

(Supply, installation and maintenance of Mid- range Server)

1. DGSD Rate contract: - All rates should be as per the rate prescribed by the Directorate General of Supplies and Disposal, Government of India.

2. If the preferred model is not available, another model of the same or higher specification may be given.

3. Delivery Schedule: - The server shall be delivered within two weeks from the date of placement of Supply Order. The vendor shall, as may be required by the purchaser, to deliver the goods at the places detailed in the supply order or at such places as the purchaser may indicate.

4. Local conditions: - It will be imperative on each vendor to fully acquaint himself of all the local conditions and factors which would have effect on the performance of the contract and its cost. No request for the enhancement in price or extension of time schedule of delivery/installation shall be entertained.

5. Delivery and Installation: - The vendor shall, as may be required by the purchaser, to deliver at the places detailed in the supply order or at such places as the purchaser may indicate and install the computer hardware immediately after the delivery within the time schedule. The delivery will not be complete until and unless the ordered hardware are inspected and accepted by the Purchaser as provided in the order. **The quantities of the computer hardware along with their part numbers shall be mentioned at the time of delivery and with the invoice as by the purchaser.** The same shall be delivered and installed but not later than four weeks for computer hardware from the date of supply order.

Title of the purchased goods shall pass to the Department only on delivery and complete installation.

6. Inspection: - The items must be supplied in full as per ordered configuration for acceptance. No item with short supply or defective will be accepted under any circumstances. The acceptance tests may include the running of the evaluation test on supply. The items must give same performance results as certified by the vendor during their initial offer. The delivered items should also conform and contain the same subsystem (brand/manufacturer/specification) as are given in the bid offer. Inspection shall be done at the site of delivery to the satisfaction of the concerned office. Failure to fulfil any of the above mentioned conditions will entail cancellation of the purchase order in addition to invoking of the Bank Guarantee.

7. Consequence of rejections: - If the stores being rejected by the purchaser at the destination, and the vendor fails to make satisfactory supplies within the stipulated period of delivery, the Purchaser shall be at liberty to:-

- (a) require the vendor to replace the rejected stores at their own cost forthwith but in any event not later than a period of 21 days from the

date of rejection and the vendor shall bear all cost of such replacement including freight, if any, on such replacement and replaced stores and shall not be entitled to any extra payment on that or any other account; or

(b) purchase or authorise the purchase of quantity of the stores rejected or others of a similar description (when stores exactly complying with particulars are not readily available, in the opinion of the purchaser, which shall be final) without notice to the vendor at his risk and cost and without affecting the vendor's liability as regards the supply of any further instalment due under the contract; or

(c) cancel the contract and purchase or authorise the purchase of the stores or others of a similar description (when stores exactly complying with particulars are not readily available, in the opinion of the Purchaser, which shall be final) at the risk and cost of the vendor.

8. Freight and Government levies: - The final agreed price is inclusive of all Taxes, Packing and Forwarding, Freight, Transit Insurance and Installation charges. Octroi and Entry Tax, wherever applicable, shall be paid extra on actual, on submission of Original Octroi/Entry Tax receipts. All other charges, duties and other outgoings, whatsoever of every description shall be paid by the vendor. Form 'D' for exemption/concessional rate of sales tax as may be applicable, will be furnished by the Purchaser on receipt of invoice.

9. Collection of Form, etc: - Responsibility for collections of forms for road permit/octroi/tax clearance etc. shall be with the vendors.

10. Safety Measures: - The vendor shall take all precautionary measures in order to ensure the safety of their personnel (his representative, agents, sub-vendors or workmen) working in the office while executing the work. The vendor shall ensure that unauthorised, careless or inadvertent operation of installed equipment, which may result in accident to their staff and or damage to the equipment does not occur. The vendor shall assume all liability for and give to the Purchaser the complete indemnity against all actions, suits, claims, demands cost charges or expenses arising out of and in connection with any accident, death or injury, sustained by any of their person or persons within the office premises and any loss or damage to the Purchaser's property sustained due to the act or omissions of the vendor irrespective of whether such liability arises under the workman compensation act or any other statute in force from time to time. The vendor shall assume all liability for and give to the purchaser a complete indemnity against all suits or actions arising out of or in connection with the carrying the works, whether such actions are brought by the members of public or neighbours or persons employed on the works. The vendor in carrying out the works shall conform to the statutory and other legal requirements.

11. Penalty for delay in Delivery & Installation:- The schedule given for delivery and installation at site is to be strictly adhered to in view of the strict time schedule for implementation of various projects of the Purchaser as time is essence of the contract. Any unjustified and unacceptable delay in delivery and

installation beyond the schedule as indicated in para 5 above shall render the vendor liable for liquidated damages at the rate of 1 ½% (one and one half percent) per week subject to a maximum of FIVE weeks and thereafter the Purchaser holds the option for cancellation of the order for pending supply and procure the same from any other vendor and invoke the Bank Guarantee of the vendor. In addition, the vendor shall also be liable to pay to the Purchaser a cancellation charge of 8 ½ % (eight and a half percent) of the value of unsupplied items. The purchaser may deduct such sum from any money in their hands due or to become due to vendor. The payment or deduction of such sums shall not relieve the vendor from his obligations to complete the process of commissioning or from his other obligations and liabilities under the contract. The decision of the authority placing the order, whether the delay in commissioning has taken place on account of reasons attributed to the vendor shall be final.

12. Warranty and Annual Maintenance Contract:- Three years Comprehensive On Site Warranty shall be provided by the vendor which will commence from the date of successful installation. Annual Maintenance Contract @ 6% of the hardware value after the Warranty period of three years shall be entered into, if necessary.

13. Bank Guarantee: - Bank Guarantee from Nationalised banks should be furnished by the successful bidder on selection for supply of the items which will be 10 % of the items to be supplied.

14. Payment Terms: - The standard payment terms subject to recoveries, if any by way of the liquidated damages as applicable, or other recoveries under the contract conditions, shall apply. 70% of payment of agreed price/cost shall be made against delivery and physical inspection of the supply and submission of the Original/Copy of delivery challan duly signed by the purchaser on legally valid bills. Invoice should be submitted in triplicate. **Balance 30% payment shall be made after successful commissioning against 10% bank guarantee of Nationalized /Scheduled Bank at the location of office of the Purchaser of the ordered value covering the entire period of warranty plus one month.** Installation report should be submitted to process the balance 30% payment. Charges in the bills shall always be entered at the agreed price/cost/rates. No part of the contract price shall become payable until the vendor has received the certificate of delivery/completion from the concerned office of Accountant General. If "site-not ready" prevails after three weeks of delivery then the equipment shall be deemed to be installed and commissioned for the purpose of payment. Warranty would, however, begin from the date of acceptance.

15. Manual and Documentation: - One set of manuals (instructions and maintenance) will be supplied for each machine and each software. In addition to the manuals, trouble-shooting guides, spare parts catalogues should also be given free of cost.

16. Sub-Contracts: The vendor /supplier shall not assign or sub-let any portion of the contract without the written approval of the purchaser.

17. Action and compensation payable in case of defect in the machines/equipment: - If it appears to the purchaser that the machines supplied are defective or of inferior description or of a quality inferior to that contracted for or otherwise not in accordance with the contract, the supplier/vendor on demand of the purchaser shall forthwith rectify the defect on its own cost or provide new machine as per specifications provided in the contract at its own charge and cost and in the event of its failure to do so within a period to be specified by the purchaser in his demand aforesaid , the vendor /supplier shall be liable to pay compensation at the rate of 1 % (one percent) of the price of the machine(s) for every day not exceeding 10 days , while its failure to do so shall continue and in the case of such failure , the purchaser shall be entitled to recover the price of the machine (s) from the vendor /supplier.

18. Action where no specification: - In the case of any class of specifications or class of work of which there is no mention in the specifications or in these terms and conditions, such work/specifications shall be carried out in accordance with the instructions and requirement of Purchaser.

19. Rights on breach of contract:- In any case in which under clause or clauses of these conditions, the vendor/supplier shall have rendered himself liable to pay compensation amounting to the whole of the security deposit, the purchaser shall have power to adopt any of the following courses as he may deem best suited to the interest of the Department/Government:

- (a) To rescind the contract (of which rescission notice in writing to the vendor) and in which case the security deposit/Bank Guarantee of the vendor/supplier shall together with such sums/or sums due to him under this contract shall stand forfeited and be absolutely at the disposal of the purchaser.
- (b) Determine the contract and call in another supplier/vendor. The vendor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any machines/material /equipment or entered into any agreements or made any advances on account of or with a view of supply of machines/equipment to the purchaser. And in the case the contract shall be rescinded under the provisions aforesaid, the vendor/supplier shall not be entitled to recover or to be paid any sum of any machine/work thereof actually performed under this contract.

Audit Officer (Admn)