

RSIC LTD., JAIPUR
GENERAL TERMS & CONDITIONS OF THE TENDER

Tenderers should read these conditions and the complete tender document of technical bid and commercial bid carefully and comply strictly while sending their tenders.

1. Tenders should be given by those firms/companies who must have experience of minimum 2 years for service of maintenance of computer systems and its peripherals as on 31-1-12. The turnover of the company/firm should be atleast Rs.3.00 lacs (Rs. Three Lacs) per year as on 31-12-12.
2. The successful tenderer shall maintain the equipment mentioned in the Schedule-I of the tender form on the following terms and conditions:
 - 2.1 Tenderer shall provide maintenance service from 9.30 a.m. to 6.30 p.m. to keep the machine in good working order. The service shall consist of preventive and corrective maintenance of the computer systems and will include supply and replacement of parts.
 - 2.2 Comsumble/Accessories Items like DMP printer heads, Teflon Sheet, Pressure Roller, Printer Cords, batteries, Power cables, ribbons, toner and cartridges are not covered under the contract. Also replacement of parts of UPS is not covered under the contract. These item will be replaced on chargeable basis and paid by RSIC exclusively.
 - 2.3 Tenderer shall provide preventive maintenance on quarterly basis(Once in three months) which includes General cleaning of Machines, cleaning of floppy disk, scandisk of HDD, check voltages of power supply, General cleaning of printer, lubricating the shaft of DMP/Deskjet Pinter/Mech Assy., Cleaning the head/scanner of the printer, self test of the printer. .
 - 2.4 Tenderer shall attend the complaint calls within 4 working hours as mentioned in column 2.1. Complaint calls could be made using any of the following modes of communications - Phone, Fax, Letter/Telegram, e-mail or in person. Tenderer shall provide a complaint number and approximate time for attending the call. Customer should record all such facts in Maintenance register.
 - 2.5 **Tenderer shall ensure a minimum uptime of 98%. Tenderer shall provide a standby system of similar configuration (Acceptable to RSIC, Ltd.) when the fault is not rectifiable within one day or machine is to be taken out of site for any such repair. For this purpose, no extra cost will be borne by the corporation on this account.**
 - 2.6 All spares supplied and replaced (items covered under AMC or not covered under AMC) shall be of the best quality, to the specifications, trade mark laid down for them and in strict accordance with the approved standard samples and in case if any materials of which there are no standard or approved supplies, the supplies shall of be of the very best quality and description available in India.

The decision of the accepting authority shall be final as to the quality of the spares and shall be binding upon the tenderer and in case any of the articles supplied not being approved and thus shall be liable to be rejected or replaced and any expenses or loss caused to tenderer as a result of rejection or replacement of spares shall be entirely at the account of the tenderer.

- 2.7 In case spares other than of the approved quality, make or size are supplied they shall be rejected and will have to be replaced within a reasonable time by the tenderer without extra cost. If due to exigencies of public work or public interest such replacement is not possible, the prices of such articles will be reduced suitably. The prices fixed by the RSIC, Ltd. shall be final.
- 2.8 **The tenderer shall invariably furnish complete address to the premises of his office, godown and workshop where inspection can be made together with full name and address of the person who is to be contacted for the purpose.**
- 2.9 The successful tenderer is required to maintain sufficient stock of spares to provide timely services.
- 2.10 **The RSIC, Ltd. is free to make any attachment to the machine and it shall be informed to the tenderer. In case, movement of equipment is felt necessary the Tenderer shall provide the service free of cost. Corporation reserves all the rights to upgrade the existing machines, addition/substraction in the total number of equipments under AMC, the proportionate amount would be paid/deducted accordingly from AMC amount.**
- 2.11 The RSIC, Ltd. will provide all proper power source and other environmental conditions as felt necessary for the equipment, however it is the tenderer's responsibility to ensure that the conditions are to their satisfaction before executing contract. In case any dispute arises during the contract period, the decision of **CMD, RSIC** shall be final & binding on the tenderer.
- 2.12 Tenderer shall record its recommendations (if any) on Customer Call/Service Slip as well as in Maintenance Register. The two records should be signed by the respective representatives.
- 2.13 **The tenderer shall provide services for free installation/re-installation of LAN, cable faults etc. The tenderer shall provide service and technical support on LAN (both UTP & BNC) during the tenure of AMC. The complete LAN including LAN cable etc. irrespective to nodes at the end shall be maintained by tenderer. The Cable & connectors shall be provided by the corporation, as & when required.**
- 2.14 **The tenderer shall be responsible for complete detection of virus of LAN (Win 2000 Server etc), Server irrespective to machines and OS such as Win 2000/XP/Vista/Win98/Win95,DOS,Win 3.11 etc. at each node.**
3. **Earnest Money**
- A. Technical Bid must be accompanied by Earnest Money of Rs. 10,000/- (Ten Thousand only) in a separate envelope attached with Technical Bid. Tenders submitted without

earnest money will not be considered. Earnest money should be deposited in either of the following forms in favour of "The Rajasthan Small Industries Corporation Ltd.", Jaipur.

i. Demand Drafts/ Bankers Cheque/ Pay Order only of the scheduled Bank.

ii. No interest will be paid by the corporation on the Earnest Money

B. **Refund of earnest money** : The earnest money of unsuccessful tenderer shall be refunded soon after final acceptance of tender.

4. **Forfeiture of earnest money** : The earnest money will be forfeited in the following cases

:

i. When tenderer withdraws or modifies the offer after opening of tender.

ii. When tenderer does not submit the undertaking within the specified time.

iii. When the tenderer does not deposit the security money after the maintenance order is given.

iv. When he fails to commence the maintenance of items as per maintenance order within the time prescribed.

5. (1) **Undertaking and security deposit:**

i. **Successful tenderer will have to furnish Agreement as per the Annexure – I (on non-judicial stamp paper, as applicable, at present Rs. 100/-) within a period of 7 days of receipt of order and deposit security equal to 10% of value of the tender for which tenders are accepted subject to the maximum of Rs. 50000/- within 7 days from the date of release of order.**

ii. The earnest money deposited at the time of tender will be adjusted towards security amount.

iii. No Interest will be paid by the corporation on security money.

iv. The forms of security money shall be as below :-

a. Demand Draft/Bankers Cheque/ Pay Order only of the scheduled Bank.

v. The security money shall be refunded after expiry of AMC contract and submission of a certificate from RSIC, Ltd. to the effect that services have been rendered satisfactorily during the period of AMC and no amount is recoverable under the penal clause.

5. (2) **Forfeiture of Security Deposit:** (i) Security amount in full or part may be forfeited in the following cases :-

- (a) When any terms and conditions of the contract is broken.
 - (b) When the tenderer fails to maintain the equipments satisfactorily.
 - (c) When an undertaking is not submitted within prescribed period.
 - (ii) Notice of two weeks time will be given in case of forfeiture of security deposit. The decision of the Corporation in this regard shall be final.
5. (3) The expenses of completing and stamping the undertaking shall be paid by the tenderer.
6. (i) Any change in the constitution of the firm etc., shall be notified forth with by the contractor in writing to the tendering authority and such change shall not relieve any former member of the firm, etc., from any liability under the contract.
- (ii) No new partner/partners shall be accepted in the firm by the contractor in respect of the contract unless he/they agree to abide by all its terms, conditions and deposit with the corporation a written agreement to this effect. The contractors receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient in discharge for any of the purpose of the contract.
7. **Rate shall be written both in words and figures. There should not be errors and/ or over-writings. Corrections if any, should be made clearly and signed with dates. The rates should be inclusive of all.**
8. The computer cell will maintain a Maintenance Register for the equipments under AMC.
9. **Contract shall be deemed into force for a period of one year as specified in the maintenance order, However it can be extended for only one year on satisfactory performance of the tenderer.**
10. The contract of maintenance can be repudiated at any time if the maintenance is not done to the satisfaction of RSIC Ltd.
11. Remittance Charges on payment made to the firms shall be borne by the tenderer.
12. When the tenderer is unable to provide the maintenance service within the specified period, the RSIC shall be entitled to get the maintenance services from elsewhere without notice to the tenderer, but on his (i.e. tenderer's) account and risk, the maintenance or any spare parts thereof which the tenderer has failed to provide or if not available, the best and nearest available substitute thereof or to cancel the contract, and the tenderer shall be liable for any loss or damage which the RSIC may sustain by reason of such failure on the part of the tenderer. But the tenderer shall not be entitled to any gain on such maintenance service made against default. The recovery of such loss or damage shall be made from any sums occurring to the tenderer under this or any other contract with the Government. If recovery is not possible from the bill and the tenderer fails to pay the loss or damage within one month, the recovery shall be made under the Rajasthan Public Demands

Recovery Act 1952 or any other law for the time being in force. While making the risk maintenance, the RSIC, Ltd. may exercise his own discretion and if possible resorted to limited tender system issuing short term notice irrespective of the valuation of the tender, in all those cases where orders are cancelled due to non maintenance or supply of spares. This will be treated as a breach of contract and the Intending Officer shall take action accordingly.

13. No advance payment shall be made. Payment shall be due and payable by the RSIC, Ltd. on quarterly basis only on the satisfactory performance provided by the tenderer.

14. If the tenderer fails to provide maintenance services, penalty may be imposed by RSIC, Ltd. as per the following:-

(a) Rs. 100/- per equipment per day in case of computer, printer, LAN.

(b) The decision of RSIC Ltd. regarding penalty shall be final & binding on the tenderer.

15. Direct or indirect canvassing on the part of tenderers or their representatives will disqualify their tenders.

16. The service performance of the tenderer shall be reviewed after every six months. In case the services are not satisfactory, RSIC may terminate the AMC agreement and the proportionate amount of AMC shall be reimbursed to the RSIC by tenderer

17. Rejection :

(i) Articles not approved during inspection or testing shall be rejected and will have to be replaced by the tenderer at his own cost within the time fixed by the RSIC, Ltd..

(ii) If, however, due to exigences of Corporation work, such replacement either in whole or in part, is not considered feasible, the Purchase Officer after giving an opportunity to the tenderer of being heard, shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.

18. Insurance :

The goods will be delivered in the perfect condition. The supplier, if he so desires, may insure the valuable goods against loss theft, destruction or damage, by fire, flood, under exposure to whether or otherwise viz. (war, rebellion, riot, etc.,) The insurance charges will be borne by the supplier and Corporation will not be required to pay such charges, if incurred.

19. Tenderers must make their own arrangements to obtain import licence, if necessary.

20. The Corporation reserves the right to accept any tender not necessarily the lowest, reject any tender without assigning any reasons and accept tender for all or anyone or more of

the articles for which tenderer has been given or distribute items of stores to more than one firm/ supplier.

21. The tenderer shall furnish the following documents at the time of submission of an undertaking :
 - (i) Attested copy of Partnership Deed in case of Partner ship Firms.
 - (ii) Registration Number and year of registration in case partnership firm is registered with registrar of Firms.
 - (iii)Address of residence and office, telephone numbers in case of Sole Proprietorship.
 - (iv) Registration issued by Registrar of Companies in case of Company.
- 22.If any dispute arises out of the contract with regard to maintenance, the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to by the Parties to the Chairman & Managing Director, RSIC Ltd., who will appoint a senior officer of the corporation as the Sole Arbitrator of the dispute who will not be related to this contract and whose decision shall be final & binding on the tenderer.
23. All legal proceedings, if necessity arises to institute may by any of the parties (Corporation or Tenderer) shall have to be lodged in courts situated in Jaipur (Rajasthan) only and not elsewhere.
24. Tax deduction will be made as per applicable State Govt. rules.
25. The force-major and accidental damages may be considered by CMD after the proper verification and valuation

CERTIFICATE

I/We have carefully read, understood and accepted all the above terms & conditions. No additional conditions will be imposed by us. No conditions of the tender will be altered / changed.

Date:

Signature of the Tenderer(S)
alongwith the stamp of the
firm/company. Also address of
the Local office with phone/
Fax numbers