

LAST DATE : 30th SEPTEMBER 2004

GOVT. OF MEGHALAYA
INFORMATION TECHNOLOGY DEPARTMENT

TENDER DOCUMENT

FOR

SUPPLY, INSTALLATION AND SERVICE
SUPPORT OF SERVERS, DESKTOP PCs,
NOTEBOOK PCs, PRINTERS, UPS AND OTHER
PERIPHERALS

TO

INFORMATION TECHNOLOGY DEPARTMENT,
GROUND FLOOR, NIC BUILDING, SHILLONG - 793001

I_N_D_E_X

Sl. No.	Contents	Page No.
1.	Tender Notice	
2.	Issue letter	
3.	Pre-Qualification Bid	
	a) Instruction to the Tenderers	
	b) Declaration by the Tenderer	
	c) Special Conditions of the Contract	
4	System specifications - Annexure I	
5	Technical Bid - Annexure II	
6	Commercial Bid - Annexure III	
7	Agreement for signing the contract with supplier of m/c - Annexure IV	
8	Downtime penalty for m/c - Annexure V	

NOTICE INVITING TENDER

FOR

**SUPPLY, INSTALLATION AND SERVICE SUPPORT OF SERVERS, DESKTOP PCs,
NOTEBOOK PCs, PRINTERS, UPS AND OTHER PERIPHERALS.**

Ref: No. _____

Date _____

01. *Sealed Tenders in prescribed format, duly affixed with non-refundable Court Fee Stamp(s) of Rs. 2000/- (Rupees Two Thousand) Only and supported with refundable Earnest Money of Rs. 2,00,000/- (Rupees Two Lakhs) only in the form of Call Deposit Receipt/ Demand Draft from any branch of State Bank of India drawn in favour of the Principal Secretary to the Govt. of Meghalaya, Information Technology Department, Shillong and payable at Shillong are hereby invited from intending manufacturers, authorized dealers / distributors for supply, installation and service support of Servers, Desktop PCs, Notebook PCs, printers, UPS and other peripherals to the Information Technology Department, Government of Meghalaya, Ground Floor, NIC Building, Shillong. Tenders submitted without court fee stamp and Earnest Money will be summarily rejected and any other mode of payment will not be acceptable.*
02. *Detailed Terms and Conditions of this Tender and Tender Papers in prescribed Format may be obtained from the Under Secretary, Information Technology Department, Room 111, Main Secretariat Building, Shillong on any working day upto **4 PM on September 24, 2004** on payment of non-refundable amount of Rs. 3,000/- (Rupees Three Thousand) only through Bank Draft or Indian Postal Order payable to Principal Secretary to the Govt. of Meghalaya, Information Technology Department, Shillong. Detailed tender information and tender documents can be downloaded from the Government of Meghalaya official website (<http://shillong.meg.nic.in>) but must be accompanied by non-refundable Bank draft or Indian Postal Order for the said amount.*
03. *The Tenders will be received by the Under Secretary, Information Technology Department, Room 111, Main Secretariat Building, Shillong during office hours upto **2 PM on September 30, 2004.***

GOVT. OF MEGHALAYA
INFORMATION TECHNOLOGY DEPARTMENT

ISSUE LETTER

OF

TENDER DOCUMENT

FOR

SUPPLY, INSTALLATION AND SERVICE
SUPPORT OF SERVERS, DESKTOP PCS,
NOTEBOOK PCS, PRINTERS, UPS AND OTHER
PERIPHERALS

TO

INFORMATION TECHNOLOGY DEPARTMENT,
GROUND FLOOR, NIC BUILDING, SHILLONG - 793001

Number of pages as shown in the Index Sheet are contained herein.

This set of Tender Document is issued to :-

Name of Tenderer :
Address of Tenderer :
Date of Issue :

**Under Secretary
Information Technology Department**

GOVT. OF MEGHALAYA
INFORMATION TECHNOLOGY DEPARTMENT

TENDER DOCUMENT

FOR

**SUPPLY, INSTALLATION AND SERVICE
SUPPORT OF SERVERS, DESKTOP PCS,
NOTEBOOK PCS, PRINTERS, UPS AND OTHER
PERIPHERALS**

TO

**INFORMATION TECHNOLOGY DEPARTMENT,
GROUND FLOOR, NIC BUILDING, SHILLONG - 793001**

[Pre - Qualifying BID]

INSTRUCTION TO TENDERERS

NOTICE INVITING TENDER **FOR** **PROCUREMENT OF COMPUTER, NETWORKING EQUIPMENT**

01. *Sealed Tenders in prescribed format, duly affixed with non-refundable Court Fee Stamp(s) of Rs. 2000/- (Rupees Two Thousand) Only and supported with refundable Earnest Money of Rs. 2,00,000/- (Rupees Two Lakhs) only in the form of Call Deposit Receipt/ Demand Draft from any branch of State Bank of India drawn in favour of the Principal Secretary to the Govt. of Meghalaya, Information Technology Department, Shillong and payable at Shillong are hereby invited from intending manufacturers, authorized dealers / distributors for supply, installation and service support of servers, Desktop PCs, Notebook PCs, printers, UPS and other peripherals to the Information Technology Department, Government of Meghalaya, Ground Floor, NIC Building, Shillong. Tenders submitted without court fee stamp and Earnest Money will be summarily rejected and any other mode of payment will not be acceptable.*
02. *Detailed Terms and Conditions of this Tender and Tender Papers in prescribed Format may be obtained from the Under Secretary, Information Technology Department, Room 111, Main Secretariat Building, Shillong on any working day upto **4 PM on September 24, 2004** on payment of non-refundable amount of Rs. 3,000/- (Rupees Three Thousand) Only through Bank Draft or Indian Postal Order payable to Principal Secretary to the Govt. of Meghalaya, Information Technology Department, Shillong. Detailed tender information and tender documents can be downloaded from the Government of Meghalaya official website (<http://shillong.meg.nic.in>) but must be accompanied by non-refundable Bank draft or Indian Postal Order for the said amount.*
03. *The Tenders will be received by the Under Secretary, Information Technology Department, Room 111, Main Secretariat Building, Shillong during office hours upto **2 PM on September 30, 2004.***
04. *Sealed Tenders include only those tenders enclosed in a non-tearable envelop and sealed with sealing wax. A cello tape could be used for securing the envelop but would not be a substitute for sealing wax.*

4. **Pre-Qualification Requirement**

A Tenderer may quote for all or any of the items of hardware and software as specified in this Notice Inviting Tenders .However if any item quoted for requires any additional components for operation and those are not included in the list of items specified in this Notice Inviting Tenders then the same must be additionally quoted for.

+

Tenderers should have an Annual Sales Turnover in such hardware and software for the last three years (audited) of more than Rs. 1.00 crore per annum and should be a well-established Tenderer. Proof for the claim on the Annual Sales Turnover should be furnished.

The Tenderer must be authorized by the respective Principals to quote in this Tender. Authorization in original Principals' letterheads must be furnished, stating clearly the reference and date of issue of such an authorization with name, address, contact numbers of the issuing executive/officer.

The Tenderer should have supplied similar equipments to at least two places in the North Eastern Region and have service facilities in the North East. Attested copies/proof of such supply orders and service infrastructure with escalation matrix must be furnished.

The Tenderer should be able to operate, maintain and support for at least one year from the date of installation.

1. This quotation is for establishing the rates only. Order shall be placed as per requirements of the IT Department, Government of Meghalaya.
2. The Tenderer shall quote rate against each item as specified in the Commercial Bid separately in figures as well as in words.
3. The Tender offer should be submitted in one sealed envelope mentioning "TENDER FOR SERVERS, DESKTOP PCS, NOTEBOOK PCS, PRINTERS, UPS AND OTHER PERIPHERALS" which should in turn contain three sealed covers superscribed as

PRE QUALIFYING BID	Cover "A"
TECHNICAL BID	Cover "B"
COMMERCIAL BID	Cover "C"

Each page of the bid should be initialized by an authorized official of the bidding firm along with the company seal with three copies of each bid.

4.1 **PRE-QUALIFICATION BID (COVER 'A')**

Should contain the following information and other documents listed below :

- i) Attested Annual Report for the latest accounting year.
- ii) If the audited balance sheet does not indicate the product wise annual sale as specified in the pre-qualifying bid, the Tenderer should obtain a Certificate duly certified by their statutory Auditors for this purpose. Principal Secretary to the Govt. of Meghalaya, IT Department, reserves the right to verify the above documents and certificate if he so desires.

Format of Auditor’s Certificate

<i>Product Category</i>	<i>Year ending</i>	<i>Sales (Rs. In Crores)</i>

- iii) Details of the business of the Tenderer pertaining to supply, installation and maintenance of *servers, Desktop PCs, Notebook PCs, printers, UPS and other peripherals.*
- iv) Details of the Tenderer’s Service Centers in the country and in particular in the North Eastern Region including a list of Service Personnel.
- v) Certificate of Registration of Firm/ Company.
- vi) Sales Tax clearance certificate.
- vii) State whether you are an OEM/Authorized Reseller /Channel Partner for the product quoted (enclose a copy of the Certificate issued by the Principals like Dealership/Distributorship).
- viii) Provide proof of willingness of the proposed partners to participate in the Tender.
- ix) Address and telephone no., fax no., e-mail id, mobile number, etc, of the Marketing Executive as well as the maintenance in charge of your Office who would be the point of contact with IT Department.
- x) Quality Testing facilities / Quality Check parameters applied during manufacturing. IT Department reserves the right to inspect the Tenderers’ facilities to ascertain the veracity of the claim made.
- xi) Hard copy of Literature/Brochure and Manuals in respect of Server(s), PC(s), Notebook(s), Printer(s), Scanner(s), Power Supplies System(s) and other hardware/software offered.

xii) Soft copy of technical specification(s) quoted by the Tenderer should be submitted in MS Word format of items quoted in CD-R or mini CD-R and enclosed in a bubble type CD Mailer.

Note

On request original documents should be produced failing which the tender would be liable for rejection.

4.2 **TECHNICAL BID (COVER 'B')**

Should contain the information about the technical aspects. All servers quoted should have SPEC CPU Benchmark ratings. The Technical bid shall be as per Annexure –II.

4.3 **COMMERCIAL BID (COVER 'C')**

Should contain the information about the rates etc. The Commercial bid shall be as per Annexure – III

5. The Tender Offers as indicated above should be addressed to the Principal Secretary to the Govt. of Meghalaya, IT Department and should be submitted at the following address:

**The Principal Secretary to the Govt. of Meghalaya,
Information Technology Department,
Government of Meghalaya
Main Secretariat Building,
Shillong-793001**

not later than **14:00 hrs. of September, 30, 2004** after which time and date no offer shall be accepted. Offers may also be sent by registered post so that it reaches this Office by the above mentioned time and date.

6 **Opening of Tender**

The **Cover ‘A’ & ‘B’** containing the pre-qualification tender and technical bid respectively will be opened at **15.00 hrs. on September 30, 2004** in the above address in the presence of those tenderers who have submitted the Tender and wish to remain present. The authorised representative should bring a letter on company’s letterhead authorising him to attend the pre-qualification tender and technical tender opening.

COVER ‘C’ containing Commercial bid, would be opened at the address given above in the presence of short-listed tenderers on separate day. The time and date would be intimated to the short-listed tenderers at a later date. The authorised representative should bring a letter on company’s letterhead authorising him to attend the Commercial bid openings.

7. General Information to be submitted by the Tendering Firms along with Cover "A","B" & "C"

01. Name of the Tendering Firm.

02. Full address of the Head Office of Tendering Firm

(1). Name of the Building/House Flat -

(2). No. of the Building/House/Flat -

(3). Name of Street/Road

(4). Name of City/Town

(5). Name of Post Office

(6). Pin Code No.

(7). Name of the District

(8). Name of Police Station

(9). Name of State

(10).Phone No(s)

(11).Fax No.

(12).E-mail Address

03. Detail including complete Address of Branch Office(s) of the Tendering Firm located in other States , if any, with Name and Designation of Person-in-charge of each such Branch Office, Telephone/Fax No and E-mail address

04. Brief detail of other business, if any, carried out by the Tendering Firm either at its Head Office or Branch Office

05. Name(s) and Designations of all persons presently employed by the Tendering Firm in the North Eastern Region.

(a) Is the Tendering Firm a Registered Firm YES / NO
(b) If Yes, quote details of Registration No.
[Attach attested photocopy of valid Certificate of registration]

06. Has the Tendering Firm cleared up all the Income Tax dues till Date YES/ NO

[If so, attach up-to-date ITCC and attested photocopy of proof of payment of IT for the last three years]

07. Has the Tendering Firm cleared all the Sale Tax due till date YES / NO

[If so, attach up-to-date STCC and attested photocopy of proof of payment of ST for the last three years]

8. DETAILS OF WORK INVOLVED FOR RESPECTIVE CATEGORIES:

8.1 **For Servers**

- a) Delivery and Installation.
- b) Loading/installation of Operating System on the servers.
- c) Maintenance & services of the Servers

8.2 **For Desktop PCs and Notebook PCs**

- a) Delivery and Installation.
- b) Loading of Operating System (if not pre-installed)
- c) Loading of Anti-virus software and other software as required
- d) Maintenance & services of the PCs

8.3 **For Printers & UPS**

Delivery ,Installation and Maintenance

8.4 **For Software**

- a) Delivery and Installation.
- b) Loading/installation of software on the computers
- c) Maintenance & services of the software

8.5 **For Networking**

- a) Delivery and Installation
- b) Cabling, Integration, Testing and Commissioning

9 . **FORFEITURE OF E.M.D.**

The EARNEST MONEY DEPOSIT made by the tenderer will be forfeited if the Tenderer –

- Withdraws the Tender after acceptance by Principal Secretary, IT Department.
- Withdraws the Tender before the expiry of the validity period of the Tender, or
- Violates any of the provisions of the Terms and Conditions of the Tender.

10. **REFUND OF EARNEST MONEY DEPOSIT (E.M.D.)**

- a) At the end of pre-qualification, all Tenderers who fail to qualify will be refunded the EARNEST MONEY DEPOSIT.
- b) In case of unsuccessful short listed tenderers, the EARNEST MONEY DEPOSIT will be refunded after the successful tenderer(s) have been chosen and informed.

11. **REJECTION OF TENDERS**

The tender is liable to be rejected *interalia*

- If it is not in conformity with the instructions mentioned herein.
- If it is not accompanied by the requisite EARNEST MONEY DEPOSIT.
- If it is not properly signed by the tenderer as required.
- If it is received after the expiry of the due date and time.
- If it is incomplete and are not furnished with the required documents.
- And as per Clause 15.2 under ‘General’ Section.

12. **VALIDITY OF TENDERS**

Tenders should be valid for acceptance for a period of at least 6 months from the date of offer. Offer with lesser validity period would be rejected.

13. **Procedure for Selecting Tender Document**

13.1 Cover "A" & "B" would be opened first in the presence of those tenderers who remain present and the Tenderers fulfilling the eligibility criteria and qualified the Technical Bid would be short-listed for the examination of the Commercial Bid.

13.2 The Cover "B" containing Technical will be assessed by the :

- a) The service support in the region and the profile of the Tenderer and its partners as detailed in Cover "A".
- b) The compliance with the specification and quality of the components.

- 13.3 In the evaluation of the Technical proposal, Principal Secretary, IT Department will not consider any deviations from the specifications. Any deviation, which in the sole opinion of the Principal Secretary, IT Department renders a bid substantially non-responsive, may result in the Tenderer's proposal being rejected.
- 13.4 The Commercial bid of Computers & Networking of the short-listed Tenderers would then be opened in the presence of the short-listed tenderers. The selection would be based on the Commercial bid The procedure subject to changes and procedures adopted by the Principal Secretary, IT Department for opening the tender shall be final and binding on all the parties.

14. **AGREEMENT**

The successful tenderer shall enter into a detailed Agreement with Principal Secretary, IT Department as per the draft given in Annexure IV. However, Principal Secretary, IT Department reserves the right to alter/vary/amend/modify any of the terms set out in the said draft Agreement.

15. **GENERAL**

15.1 This tender document is not transferable.

15.2 The Principal Secretary, IT Department reserves the right to :

- Accept/Reject any of the Tenders submitted by a Tenderer, without assigning any reasons thereof.
- Add, Modify, Relax or Waive any of the conditions stipulated in the Tender whenever deemed necessary.
- Award contracts to one or more tenderers for the items covered by this Tender.
- Reject tenders from Tenderers who do not have adequate service facilities in Meghalaya.

15.3 The tenderer shall mention the name of the brands, make & model of all the Systems proposed to be supplied to the Principal Secretary, IT Department, Govt. of Meghalaya and other Offices located at various places in Meghalaya.

15.4 Tenderers should note that the work is to be executed under the existing site conditions. They may visit the site to get fully acquainted with the site conditions, etc.

15.5 Quoted rates shall under no circumstances be allowed for enhancement.

16. **Delivery Schedule**

All equipment will have to be delivered within 8 weeks of placement of order to the destination, which shall be specified in the purchase order.

DECLARATION BY THE TENDERER

1. I/We have carefully examined and fully understood the Instruction to Tenderers, the Special Conditions of the Contract, Scope of Work, etc. and all other related documents and clauses in connection with this letter. I/We accept all the Terms & Conditions of the contract as mentioned in the tender.
2. I/We have signed all the pages of the Pre-Qualification Bid, Technical Bid and Commercial Bid of this Tender document and have submitted the same with the Cover A,B & C of my offer.
3. I/We have signed all the pages of the commercial bid of this tender document and have submitted the commercial bid, following all necessary guidelines given in this tender document.
4. I/We have deposited Earnest Money of Rs. _____ for the Computers and Networking in the form of Call Deposit Receipt or Demand Draft of Nationalised Bank _____ duly pledged to the 'Principal Secretary, IT Department, Government of Meghalaya' bearing No. _____ dated _____, in a separate sealed cover following all necessary guidelines given in this tender document.
5. My/our office Address is _____

6. My/our Telephone No. is _____

Signature of the Tenderer
with office seal.

Date :

SPECIAL CONDITIONS OF THE CONTRACT

1. Scope of work

Requirement is for supply, installation, integration & commissioning of items to at *Main Secretariat, Additional Secretariat And 3rd Secretariat Building Shillong* based on :

- (a) The minimum specification detailed in Annexure I.
- (b) It shall be the exclusive responsibility of the successful Tenderer supplying the system to provide required and appropriate device drivers & solutions for these operating environments throughout the warranty and maintenance period.
- (c) It shall be the exclusive responsibility of the successful Tenderer to seamlessly integrate all components as detailed in Annexure I. Providing effective and efficient solutions to any requirements arising while seamlessly integrating shall be the exclusive responsibility of the successful Tenderer.
- (d) The successful Tenderer shall have to submit all hard copies and one soft copy of the detailed documentation of the seamless integrated solution to the Principal Secretary, IT Department , Government of Meghalaya. This shall include all design documents, user manuals, schematic diagrams, DFDs etc.

2. Taxes and duties

The rates quoted must be inclusive of all taxes & duties, installation, integration & commissioning charges on FOR Shillong.

3. Payment

Payment will be made on "successful execution of the order in totality" and presentation/ submission of clear and accurate bills, in Rupee currency by way of endorsed party bill or by Bank Draft for outstation firm. "Successful execution of the order in totality" shall include successful supply, installation, comprehensive seamless integration and comprehensive commissioning of servers, desktop PCs, printers and other hardware and software. The supply, installation, comprehensive seamless integration and comprehensive commissioning of the solution provided by the successful Tenderer shall have to be certified by Principal Secretary, IT Department or his representatives as satisfactory after which it shall be deemed as "successful execution of the order in totality".

4. Payment attached with the tender in any other form shall not be accepted.
5. The Earnest Money is liable to be forfeited if the Tenderer withdraws the Tender or the successful Tenderer fails to deposit future sum required to make up the full amount of security deposit in accordance with Clause 7.1 to carry out the order.

6. The Earnest Money Deposited by the unsuccessful Tenderer(s) shall be refunded without interest after finalisation of the tender.

7. Security Deposit

7.1 The successful Tenderer shall be required to deposit a Security Deposit @10% of the total order value. Earnest Money deposited by the successful Tenderer will be converted into Security Deposit. The balance amount of Security Deposit to be submitted by the successful Tenderer within 30 days from the date of receipt of letter of acceptance of the Tender. In case the balance sum required to make up the full amount of Security Deposit is not deposited within the prescribed time limit, Principal Secretary, IT Department, Government Meghalaya will be free to realize the same from any payment due to or bill(s) of the successful Tenderer.

7.2 The Security Deposit shall be held by the Principal Secretary, IT Department, Government Meghalaya free if interest as security for due performance of the workstation(s), plotter(s), scanner(s), printer(s) etc. and the performance of the integrated solution provided by the Tenderer. The Security Money shall be refunded after the successful completion of the warranty period subject to recovery of damages and/or losses incurred, if any, by the Principal Secretary, IT Department, Government Meghalaya due to default on the part of the Tenderer.

8. Delivery

Where a seamlessly integrated solution comprising workstations, plotters, scanners, printers, image processing software etc. is offered, the Tenderer must mention the supply, installation, integration and commissioning period for all the equipment detailed in Annexure 'I' as well as period for supply, installation & commissioning of required UPS Systems. In any case, this period in totality shall not be more than 60 days from the date of receipt of order.

All aspects of safe delivery shall be the exclusive responsibility of the successful Tenderer. Principal Secretary, IT Department, Government Meghalaya reserves the right to reject any item, if found unsuitable and/or not conforming to the approved specifications. The rejected items, if any, shall have to be taken back and replaced by good quality equipment forthwith at the cost of the successful Tenderer. No payment will be made for the rejected items. During installation at site, if any item is found to be defective or broken, it will be replaced with new one by the successful Tenderer at their cost and risk.

9. Compensation

9.1 In the event of successful Tenderer failing to execute the contract within the stipulated time frame or such extensions thereof as may be allowed by the Principal Secretary, IT Department, Government Meghalaya in writing, the

Tenderer shall be required to pay as compensation at the rates indicated in Clause 3.4 of Agreement Contract.

- 9.2 The Principal Secretary, IT Department, Government Meghalaya may without prejudice to any other method of recovery, deduct the amount of such damages from any amount which is due or which may become due to the contractor. The payment or deduction of such damages shall not relieve the contractor from the obligation to complete the supply, installation, integration and commissioning of equipment detailed in Annexure 'I' or from any other obligations or liabilities under the contract.

10. Termination of contract

- 10.1 If the Tenderer fails to carry out the order as per the specification and/or fails to supply/install/integrate/commission the equipment detailed in Annexure 'I' within the stipulated period without any valid reason acceptable to IT Department and/or assign or sublet the contract, the Principal Secretary, IT Department, Government Meghalaya, may terminate the contract after giving 7 days' notice and his decision in the matter shall be final and binding on the Tenderer.

- 10.2 Upon termination of the contract for the reason indicated in Clause-10.1 above, the Principal Secretary, IT Department, Government Meghalaya shall be entitled to get the work done at the risk and expense of the Tenderer through an independent agency and to recover from the Tenderer in addition to any other amount, compensation or damages that the Office is entitled to in terms of other relevant clauses in the contract.

11. Warranty

- 11.1 The Tenderer must provide on site comprehensive (including spares & services) warranty for a minimum period of 36 (thirty six) months from the date of successful and seamless integration & commissioning of the equipment detailed in Annexure 'I' as well as for all related accessories and for the seamless integration solution including the required UPS Systems supplied by the successful Tenderer. Warranty on Microsoft media shall be for three months.

- 11.2 The successful Tenderer shall make good at his own expenses all defects due to faulty design, material and workmanship of the equipment detailed in Annexure 'I' as well as for the UPS Systems, which may develop during a period of 36 (thirty six) months from the date of successful and seamless integration & commissioning of the equipment detailed in Annexure 'I'. If any difference of opinion arises on any of the provisions of this clause, the decision of the Principal Secretary, IT Department, Government Meghalaya shall be final and binding on the successful Tenderer.

- 11.3** In default the Principal Secretary, IT Department, Government Meghalaya will be at liberty to get the repair/replacement of any/all faulty equipment detailed in Annexure 'I' as well as the UPS Systems at the cost of successful Tenderer which will be adjusted from the Security Deposit from the successful Tenderer without any obligation.

12. Annual Maintenance Contract after completion of warranty period:

The successful Tenderer shall have to comprehensively (including labour & spares) maintain all equipment on-site detailed in Annexure 'I' including the required UPS Systems as well as the solution for a period of 3 (three) years after successful commissioning.

For this purpose the warranty period for all equipment for the first twelve months must be built into the total bid price. The bid must separately indicate charges for comprehensive AMC on all hardware quoted for Year 1 and Year 2 after the warranty. These rates will be used for the purpose of comparison and may be locked in at the time of placing of order. However order in respect of AMC for Year 1 and Year 2 after the warranty would be placed at the start of the year in question based on performance.

13. Maintenance during Warranty and Post-Warranty Maintenance Period :

- 13.1** The successful Tenderer shall have to station his competent Service Engineer(s) at Shillong (during the warranty period as well as during the post-warranty maintenance period) without any additional cost with sufficient tools & spares for attending the complaints.
- 13.2** During the warranty period as well as during the post warranty maintenance period, the successful Tenderer shall have to attend, isolate & rectify all fault(s), within four (4) hours from the time of lodging of the complaint to the satisfaction of Principal Secretary, IT Department, Government Meghalaya or his/her authorised representative, of the equipment detailed in Annexure 'I' or problems/bugs in the integrated seamless solution provided by the successful Tenderer or a combination of both.
- 13.3** If the successful Tenderer fails to rectify the fault within the stipulated time frame (refer clause 13.2), the Tenderer shall be required to pay penalty @Rs.500/- per hour or part thereof subject to a maximum of Rs. 10,000 per day.
- 13.4** The successful Tenderer should ensure that the hardware, Power System and Networking equipment should be in operation for a period of at least 3 years from the date of installation.

14. Contract agreement :

The selected Tenderer will have to sign a contract agreement with the Government Meghalaya, IT Department which shall have to be executed as part of the award of the work to the successful Tenderer.

15. Inspection clause :

Principal Secretary, IT Department may cause an inspection of the products being offered at the OEM premises. It shall be the exclusive responsibility of the successful Tenderer to ensure the same as and when desired by the Principal Secretary, IT Department.

16. Test certificates :

The successful Tenderer shall have to submit in original all test certificates of equipment as per Annexure 'I' and all certificates asked for by the Principal Secretary, IT Department without any condition whatsoever.

17. Evaluation criteria :

The evaluation shall be made on the basis of the Tenderers who qualify in the Pre-Qualification bid and short-listed Tenderers who are in compliance with the specification and configuration laid down in the Technical bid. The selection will be made based on the Commercial Bid .

18. List of Satisfied Customers in North East.

The Tenderers should enclose a list of the locations where equipment (similar to the specification given in Annexure I) that has been supplied/installed with a reference/certificate from the customer in North East. They should also enclose the name of the contact person along with telephone Nos, e-mail addresses etc. of the location where such installation has been completed.

19. Software Licences

All software quoted under this contract must be licensed. All licences shall be in the name of the Government of Meghalaya.

ANNEXURE – I

System Specifications for Tender

Hardware and Software

Item. No.	Description of the item	Qty to be quoted in Commercial Bid
1.	<p>Intel Xeon Server</p> <ul style="list-style-type: none">• Intel Xeon processor @ 2.4 GHz having integrated 512 KB L2 cache, support for dual processor, PCI bus with minimum 6 PCI slots (1 x 64 Bit/133 Mhz PCI-X, 2 x 64 Bit/ 100 Mhz PCI-X, 3 x 32 Bit/ 33 MHz).• Server motherboard (Intel SE7501HG2)• INTEL E7501 Chipset with 533 MHz FSB Support• 1 GB (2x512MB) DIMM DDR SDRAM module with ECC extendable up to 12 GB• Integrated PCI 32 bit Dual Channel Ultra 320 SCSI controller with maximum data transfer rate of 320 MB/sec and narrow fast SCSI controller. (Supports RAID 0 & 1)• Integrated PCI 32 bit Dual 10/100/1000 Mbps Ethernet controller auto sense and full duplex with UTP connector• Integrated PCI 32 bit card with SVGA video controller with 8 MB RAM• Integrated PCI EIDE controller• PCI bus based Dual Channel RAID Controller, 320 MB/s with at least 128 MB Cache memory and battery backup and accessories supporting at least RAID level 0,1 & 5 with Hot Spare feature and OS supported may include Windows 2000 Server and Linux 6.2• 5 x 36 GB Ultra 320 SCSI hard drive hot swappable (max. data Transfer capable up to 320 MB/sec) (10K RPM)• 16X or higher speed IDE DVD ROM drive• Windows 2003 Server with 10 user licenses and single media• 17" TFT colour monitor	Each

- 1.44 MB FDD
- One Centronics Printer port ECP/EPP, Two fast serial ports
- 1 PS/2 Mouse port , 1 PS/2 KBD port & 3 USB Ports
- 104 keys Keyboard (OEM)
- OEM Optical Scroll Mouse with pad and driver software
- Anti virus software to take care of all and latest viruses.
- ISA Firewall (latest version)

The chassis should have:

Server chassis with **Hot swap redundant power supply**.

At least 6 hot swap drive bays.

At least 6 external peripheral bays.(5.25"x5 & 3.5" x 1)

At least 2 monitorable (RPM control) fans.

SECURITY FEATURES

Power-on Password and Keyboard Password

SECURITY KEYLOCK SHOULD BE POSSIBLE FOR:

- Lock / unlock front bezel
- Lock / unlock HDD trays
- Common Lock for Power Supply & Chassis

Software should be bundled

The System software should be equipped with the System Configuration and Management Tools, OS Installation, Configuration Utility and System Information Utility Software. Driver Software for all the adapters as per the Configuration and OS required.

Manuals - All the related manuals as per the above.

Manageability Features:

Remote Manageability:

Remote Management of the Server over

	<p>WAN / LAN Hardware Remote Console feature Remote Power Shut down Integrated Management Log Server Health Logging Pre-Failure Warning (covers hard drives and memory)</p> <p>OS Support Microsoft Windows 2000 Server Microsoft Windows 2000 advanced server LINUX (Red Hat 7)</p>	
2.	<p>High end Desktop PC</p> <ul style="list-style-type: none"> - Intel Pentium 4 Processor 540 or higher - Intel 865G chipset, Extreme 2 Graphics or higher - Preloaded Windows XP Prof. (Licensed with Media) - 1 x 80 GB Serial ATA (7200 rpm) HDD - 512 MB (2 x 256 MB) DDR400 RAM - Min. 4 PCI 33/66 slots - Serial, Parallel & VGA Port, 2 IEEE 1394 Ports - 10/100/1000 MBPS Ethernet card - 1.44 MB FDD – 6 USB 2.0 Ports (Two front) - DVD Combo Drive (Latest Speeds) - Multimedia Card Reader - Multimedia kit including webcam - 17” TFT OEM Monitor - Std. Keyboard and optical scroll mouse - Norton Anti Virus 2004 (or latest Version) for Desktop 	Each
3.	<p>Mid range Desktop PC</p> <ul style="list-style-type: none"> - Intel Pentium 4 Processor 530 or higher - Intel 865G Chipset, Extreme 2 Graphics or higher - Preloaded Windows XP Prof. (Paper License) - 1 x 80 GB Serial ATA (7200 rpm) HDD - 512 MB (2 x 256 MB) DDR400 RAM - Min. 4 PCI 33/66 slots – 1.44 MB FDD - 6 USB 2.0 Ports (Two front) - Serial, Parallel and VGA Port - 10/100 MBPS Ethernet card - 15” OEM Color Monitor - Multimedia kit - Std. Keyboard & optical scroll mouse 	Each

	- Norton Anti Virus 2004 (or latest Version) for Desktop	
4.	<p>Entry Level Desktop PC</p> <ul style="list-style-type: none"> - Intel Celeron D Processor 330 or higher - Intel 865GV chipset, Extreme 2 Graphics or higher - Preloaded Windows XP Prof. (Paper License) - 1 x 80 GB Ultra ATA (7200 rpm) HDD - 512 MB (2 x 256 MB) DDR400 RAM - 3 PCI Slots -1.44 MB FDD - Serial, Parallel and VGA Port - 4 USB 2.0 Ports (Two front) - 15" OEM Color Monitor - 10/100 MBPS Ethernet Card - Std. Keyboard and scroll mouse - Norton Anti Virus 2004 (or latest Version) for Desktop 	Each
5.	<p>Notebook PC Specifications: Centrino Based Pentium M Processor 725 or higher, 15" XGA, 40 GB HDD, 2 X 256 MB RAM, FDD, Combo Drive, Firewire port, USB Ports, Parallel and Serial Ports, WiFi enabled ,Preloaded Win XP Prof with media, NAV 2004, FDD and Combo drive should be integrated into the machine</p>	Each
6.	EPSON LQ 2080 DMP	Each
7.	HP Laserjet 3020 All-in-one Printer	Each
8.	HP Laserjet 1010 Laser Printer or higher	Each
9.	Laserjet for A3 size printing	Each
10.	Network Laserjet Printer for A4 size	Each
11.	HP/ Epson Color Laserjet Printer for A4 size	Each
12.	Epson Laser jet (Entry level)	Each
13.	Microsoft Office 2003 Prof. With media	Each
14.	Microsoft Office 2003 Prof. Paper license	Each
15.	24 Port 100/1000 Mbps Ethernet Manageble Switch	Each
16.	24 Port 10/100 Mbps Ethernet Manageable Hub	Each
17.	D-Link or eq. Category 6 Cable	Per box of 305 Metres
18.	D-Link or eq. Category 5e Cable	Per Box of 305 Metres
19.	D-Link or eq. 24 Port Cat6 Jack Panel with 24 outlets	Each
20.	D-Link or eq. 24 Port Cat5e Jack Panel with 24 outlets	
21.	D-Link or eq. Cat6 I/O Outlet (Dual Port)	Each

22.	D-Link or eq. Cat6 I/O Outlet (Single Port)	Each
23.	D-Link or eq. Cat5e I/O Outlet (Dual Port)	Each
24.	D-Link or eq. Cat5e I/O Outlet (Single Port)	Each
25.	D-Link or eq. Cat6 Patch Cord 3m	Each
26.	D-Link or eq. Cat5e Patch Cord 3m	Each
27.	D-Link or eq. Cat6 Patch Cord 1m	Each
28.	D-Link or eq. Cat5e Patch Cord 1m	Each
29.	Network cabling (including casing cost, croning work, laying of casing, drilling and all related expenses)	Per running metre
30.	Rack Mount 9U	Each
31.	Line interactive UPS 650 VA	Each
32.	Online UPS 1 KVA with 60 mins backup	Each
33.	Online UPS 3 KVA with 120 mins backup	Each
34.	Flat Bed Scanner A4 size Min. 1200 dpi	Each
35.	PDA 400 MHz	Each
36.	Pen Drive Min. 5 GB	Each
37.	USB DAT Drive	Each

Consumables

38.	Print head for Epson LQ 2080	Each
39.	Toner Cartridge for HP 3020	Each
40.	Toner cartridge for A3 Laserjet	Each
41.	Toner Cartridge for Network Printer	Each
42.	Toner Cartridge for 1010 Laserjet	Each
43.	Toner Cartridge for Color Laserjet	Each
44.	Toner Cartridge for Epson Entry level Laser	Each
45.	DAT tapes	Each
46.	Battery for 650 VA UPS	Each
47.	Battery for 1 KVA UPS	Each
48.	Battery for 3 KVA UPS	Each

NETWORKING EQUIPMENT

ACTIVE COMPONENTS

1	4 port 10/100/1000 Mbps Autosense, Layer 3 Managed Switch With 4 Gigabit slots	Each
2	1000 Base SX MM with SC connectors for the above switch	Each
3	Layer 2 Managed Switch with two Uplink ports	Each
4	1000 Base SX MM with SC connectors for the above switch	Each

PASSIVE COMPONENTS

5	6 Fibre outdoor armoured cable, 50 microns	Per Metre
6	6 Port Termination/Interconnection Unit	Each
7	Optical Fibre Connectors, SC Type (Epoxy Less)	Per metre
8	Optical Fibre Patch Cord, SC to SC, DUPLEX	Per metre
9	SC Coupler	Each

IMPLEMENTATION

10	Cost of Optical Fibre Laying with conduit on a per metre basis, Termination of Fibre Units, Installation and testing	
----	---	--

GOVT. OF MEGHALAYA

INFORMATION TECHNOLOGY DEPARTMENT

TENDER DOCUMENT

FOR

**SUPPLY, INSTALLATION AND SERVICE
SUPPORT OF SERVERS, DESKTOP PCS,
NOTEBOOK PCS, PRINTERS, UPS AND OTHER
PERIPHERALS**

TO

**INFORMATION TECHNOLOGY DEPARTMENT,
GROUND FLOOR, NIC BUILDING, SHILLONG - 793001**

[Technical – BID]

Annexure - II

Technical Bid

Technical Details are to be provided as per the following table for all the workstations a. Provide URL of sites containing more details wherever possible.

Item. No.	Description of the item	Brand Name, Model Name/Number, Product Code/Number should be indicated clearly in this column. All other technical descriptions/clarifications (item-wise) should be furnished in any format and attached as Annexure VI only duly signed and stamped.
Essential Configurations:		
1.	Intel Xeon Server Specification: <ul style="list-style-type: none">• Intel Xeon processor @ 2.4 GHz having integrated 512 KB L2 cache, support for dual processor, PCI bus with minimum 6 PCI slots (1 x 64 Bit/133 Mhz PCI-X, 2 x 64 Bit/ 100 Mhz PCI-X, 3 x 32 Bit/ 33 MHz).• Server motherboard (Intel SE7501HG2)• INTEL E7501 Chipset with 533 MHz FSB Support• 1 GB (2x512MB) DIMM DDR SDRAM module with ECC extendable up to 12 GB• Integrated PCI 32 bit Dual Channel Ultra 320 SCSI controller with maximum data transfer rate of 320 MB/sec and narrow fast SCSI controller. (Supports RAID 0 & 1)• Integrated PCI 32 bit Dual 10/100/1000 Mbps Ethernet controller auto sense and full duplex with UTP connector• Integrated PCI 32 bit card with SVGA video controller with 8 MB RAM	

- Integrated PCI EIDE controller
- PCI bus based **Dual Channel RAID** Controller, **320 MB/s** with at least **128 MB** Cache memory and **battery backup** and accessories supporting at least RAID level 0,1 & 5 with Hot Spare feature and OS supported may include Windows 2000 Server and Linux 6.2
- **5 x 36 GB** Ultra 320 SCSI hard drive hot swappable (max. data Transfer capable up to 320 MB/sec) (10K RPM)
- 16X or higher speed IDE DVD ROM drive
- 17" TFT colour monitor
- 1.44 MB FDD
- Windows 2003 Server with 10 user licenses and single media
- One Centronics Printer port ECP/EPP, Two fast serial ports
- 1 PS/2 Mouse port , 1 PS/2 KBD port & 3 USB Ports
- 104 keys Keyboard (OEM)
- OEM Optical Scroll Mouse with pad and driver software
- Anti virus software to take care of all and latest viruses.
- ISA Firewall (latest version)

The chassis should have:

Server chassis with **Hot swap redundant power supply**.

At least 6 hot swap drive bays.

At least 6 external peripheral bays.(5.25"x5 & 3.5" x 1)

At least 2 monitorable (RPM control) fans.

SECURITY FEATURES

Power-on Password and Keyboard Password

SECURITY KEYLOCK SHOULD BE POSSIBLE FOR:

- Lock / unlock front bezel
- Lock / unlock HDD trays
- Common Lock for Power Supply & Chassis

Software should be bundled

	<p>The System software should be equipped with the System Configuration and Management Tools, OS Installation, Configuration Utility and System Information Utility Software. Driver Software for all the adapters as per the Configuration and OS required.</p> <p>Manuals - All the related manuals as per the above.</p> <p>Manageability Features:</p> <p>Remote Manageability: Remote Management of the Server over WAN / LAN Hardware Remote Console feature Remote Power Shut down Integrated Management Log Server Health Logging Pre-Failure Warning (covers hard drives and memory)</p> <p>OS Support Microsoft Windows 2000 Server Microsoft Windows 2000 advanced server LINUX (Red Hat 7)</p>	
2.	<p>High end Desktop PC</p> <p><i>Specifications:</i></p> <ul style="list-style-type: none"> - Intel Pentium 4 Processor 540 or higher - Intel 865G chipset, Extreme 2 Graphics or higher - Preloaded Windows XP Prof. (Licensed with Media) - 1 x 80 GB Serial ATA (7200 rpm) HDD - 512 MB (2 x 256 MB) DDR400 RAM - Min. 4 PCI 33/66 slots - Serial, Parallel & VGA Port, 2 IEEE 1394 Ports - 10/100/1000 MBPS Ethernet card - 1.44 MB FDD – 6 USB 2.0 Ports (Two front) - DVD Combo Drive (Latest Speeds) - Multimedia Card Reader - Multimedia kit including webcam - 17” TFT OEM Monitor - Std. Keyboard and optical scroll mouse <p>Norton Anti Virus 2004 (or latest Version) for Desktop</p>	

3.	<p>Mid range Desktop PC</p> <p><i>Specifications:</i></p> <ul style="list-style-type: none"> - Intel Pentium 4 Processor 530 or higher - Intel 865G Chipset, Extreme 2 Graphics or higher - Preloaded Windows XP Prof. (Licensed with Media) - 1 x 80 GB Serial ATA (7200 rpm) HDD - 512 MB (2 x 256 MB) DDR400 RAM - Min. 4 PCI 33/66 slots – 1.44 MB FDD - 6 USB 2.0 Ports (Two front) - Serial, Parallel and VGA Port - 10/100 MBPS Ethernet card - 15” OEM Color Monitor - Multimedia kit - Std. Keyboard & optical scroll mouse - Norton Anti Virus 2004 (or latest Version) for Desktop 	Each
4.	<p>Entry Level Desktop PC</p> <p><i>Specifications:</i></p> <ul style="list-style-type: none"> - Intel Celeron D Processor 330 or higher - Intel 865GV chipset, Extreme 2 Graphics or higher - Preloaded Windows XP Prof. (Licensed with Media) - 1 x 80 GB Ultra ATA (7200 rpm) HDD - 512 MB (2 x 256 MB) DDR400 RAM - 3 PCI Slots - 1.44 MB FDD - Serial, Parallel and VGA Port - 4 USB 2.0 Ports (Two front) - 15” OEM Color Monitor - 10/100 MBPS Ethernet Card - Std. Keyboard and scroll mouse - Norton Anti Virus 2004 (or latest Version) for Desktop 	
5.	<p>Notebook PC</p> <p><i>Specifications:</i> Centrino Based Pentium M Processor 725 or higher, 15” XGA, 40 GB HDD, 2 X 256 MB RAM, FDD, Combo Drive, Firewire port, USB Ports, Parallel and Serial Ports,</p>	

	WiFi enabled , Preloaded Win XP Prof with media, NAV 2004, FDD and Combo drive should be integrated into the machine	
6.	EPSON LQ 2080 DMP	
7.	HP Laserjet 3020 All- in-one Printer	
8.	HP Laserjet 1010 Laser Printer or higher	
9.	Laserjet for A3 size printing	
10.	Network Laserjet Printer for A4 size	
11.	HP/ Epson Color Laserjet Printer for A4 size	
12.	Epson Laser jet (Entry level)	
13.	Microsoft Office 2003 Prof. With media	
14.	Microsoft Office 2003 Prof. Paper license	
15.	24 Port 100/1000 Mbps Ethernet Manageble Switch	
15.	24 Port 10/100 Mbps Ethernet Manageable Hub	
16.	D-Link or eq. Category 6 Cable	
17.	D-Link or eq. Category 5e Cable	
18.	D-Link or eq. 24 Port Cat6 Jack Panel with 24 outlets	
19.	D-Link or eq. 24 Port Cat5e Jack Panel with 24 outlets	
20.	D-Link or eq. Cat6 I/O Outlet (Dual Port)	
21.	D-Link or eq. Cat6 I/O Outlet (Single Port)	
22.	D-Link or eq. Cat5e I/O Outlet (Dual Port)	
23.	D-Link or eq. Cat5e I/O Outlet (Single Port)	
24.	D-Link or eq. Cat6 Patch Cord 3m	
25.	D-Link or eq. Cat5e Patch Cord 3m	
26.	D-Link or eq. Cat6 Patch Cord 1m	
27.	D-Link or eq. Cat5e Patch Cord 1m	
28.	D-Link or eq. Cat5e Patch Cord 1m	
29.	Network cabling (including casing cost, croning work, laying of casing, drilling and all related expenses)	
30.	Rack Mount 9U	
31.	Line interactive UPS 650 VA	
32.	Online UPS 1 KVA with 60 mins backup	
33.	Online UPS 3 KVA with 120 mins backup	
34.	Flat Bed Scanner A4 size Min. 1200 dpi	
35.	PDA 400 MHz	
36.	Pen Drive Min. 5 GB	
37.	USB DAT Drive	

Consumables

38.	Print head for Epson LQ 2080	
39.	Toner Cartridge for HP 3020	
40.	Toner cartridge for A3 Laserjet	
41.	Toner Cartridge for Network Printer	

42.	Toner Cartridge for 1010 Laserjet	
43.	Toner Cartridge for Color Laserjet	
44.	Toner Cartridge for Epson Entry level Laser	
45.	DAT tapes	
46.	Battery for 650 VA UPS	
47.	Battery for 1 KVA UPS	
48.	Battery for 3 KVA UPS	

NETWORKING COMPONENTS

ACTIVE COMPONENTS

- 1 4 port 10/100/1000 Mbps
Autosense, Layer 3 Managed
Switch With 4 Gigabit slots
- 2 1000 Base SX MM with SC
connectors for the above switch
- 3 Layer 2 Managed Switch with
two Uplink ports
- 4 1000 Base SX MM with SC
connectors for the above switch

PASSIVE COMPONENTS

- 5 6 Fibre outdoor armoured cable,
50 microns
- 6 6 Port
Termination/Interconnection Unit
- 7 Optical Fibre Connectors, SC
Type (Epoxy Less)
- 8 Optical Fibre Patch Cord, SC to
SC, DUPLEX
- 9 SC Coupler

IMPLEMENTATION

- 10 Cost of Optical Fibre Laying with
conduit on a per metre basis,
Termination of Fibre Units,
Installation and testing

GOVT. OF MEGHALAYA
INFORMATION TECHNOLOGY DEPARTMENT

TENDER DOCUMENT

FOR

**SUPPLY, INSTALLATION AND SERVICE
SUPPORT OF SERVERS, DESKTOP PCS,
NOTEBOOK PCS, PRINTERS, UPS AND OTHER
PERIPHERALS**

TO

**INFORMATION TECHNOLOGY DEPARTMENT,
GROUND FLOOR, NIC BUILDING, SHILLONG – 793001**

[Commercial BID]

GOVT. OF MEGHALAYA
INFORMATION TECHNOLOGY DEPARTMENT

AGREEMENT CONTRACT

FOR

SUPPLY, INSTALLATION AND SERVICE
SUPPORT OF SERVERS, DESKTOP PCS,
NOTEBOOK PCS, PRINTERS, UPS AND OTHER
PERIPHERALS

TO

INFORMATION TECHNOLOGY DEPARTMENT,
GROUND FLOOR, NIC BUILDING, SHILLONG - 793001

ANNEXURE - IV

(AGREEMENT CONTRACT AGREEMENT CONTRACT FOR SUPPLY, INSTALLATION AND SERVICE SUPPORT OF SERVERS, DESKTOP PCs, NOTEBOOK PCs, PRINTERS, UPS AND OTHER PERIPHERALS)

PREAMBLE:

This agreement contract is made on this _____ day of _____ 2004

BETWEEN the Governor of Meghalaya represented by the Principal Secretary, IT Department, Government of Meghalaya, herein referred as "IT Department" expression shall unless excluded by or repugnant to the context be deemed to include this successor in office or assign) of the one part and _____, a company registered under the company Act, 1956 and having its registered office at _____ hereinafter referred to as a _____ of the other part.

WHEREAS:

1. Principal Secretary, IT Department, Government of Meghalaya is desirous of entering into an agreement contract with _____ for supply of computers and related peripherals as listed in Annexure I, which the IT Department had called for tender from various companies for the supply of Computers and related peripherals, and

WHEREAS the _____ had submitted a quotation which was accepted by the Department after discussion and,

WHEREAS the IT Department is desirous of placing orders for purchase of Computers and related peripherals

WHEREAS the _____ had agreed to effect supplies of Computers and related peripherals and maintain them as per the terms and conditions mention herein below.

NOW THEREFORE THIS DEEDS WITNESSETH:

1. PERIOD OF AGREEMENT:

- 1.1 _____ agreed to supplies of relevant items as per the price specified herein and maintain them after the expiry of warranty period as listed in Annexure I for a period of _____ in accordance with the provisions laid down in the contract. However, the period of agreement may be extended by the IT Department if it satisfies with the services provided by the _____.

2. PRICE:

- 2.1 That the price of various items as specified in Annexure I shall not be subjected to any escalation.
- 2.2 The price shall inclusive of Ex-factory price per unit, Packing, forwarding, freight, transit insurance, Excise Duty, Sales Tax others duties and taxes, if any, including the state levy, delivery, installation, commissioning and testing charges. Octroi charges would be paid, however be paid, whenever applicable and would be reimbursed on production of actual documents.
- 2.3 There shall be no escalation in the prices once the prices are fixed and agreed to by the Principal Secretary, IT Department and the _____. However, any benefit arising out of any subsequent reduction in the price due to reduction in duty and taxes, or due to general reduction of prices in the market after the price are fixed but before the delivery has been completed, should be passed on to the IT Department .

3. DELIVERY, INSTALLATION AND SUCCESSFUL COMMISSIONING

- 3.1 The _____ shall effect delivery of all items ordered with them at the addresses mention in the purchase order,
- 3.2 The description of the Hardware and Software, items to be supplied, is as per Annexure I
- 3.3 The _____ hereby agrees to carry out the following works pertaining to Computers and related peripherals:
 - (a) Delivery and Installation.
 - (b) Loading/ Installation of Operating Systems, other equipment, networking, etc..
 - (c) Maintenance & services
- 3.4 In the event of delay delivery, installation and commissioning, i.e. after the expiry of the period as agreed to by both parties, the _____ shall be liable to pay a penalty at a percentage of the value of the undelivered equipment, subject to a maximum of 10% (Ten Percent) as detailed below:
 - @1% for the first week;
 - @2.5% for the second week;
 - @5% for the third week;
 - @10% for the fourth week and above;For the purpose of this clause, part of the week is considered as full week.
- 3.5 The IT Department reserves the right to reject the items supplied, at the _____'s cost, if they are not according to the specification mention in Annexure I.

4. WARRANTY AND SITE MAINTANENCE.

- 4.1 The _____ providing the Hardware items shall provide a three year comprehensive warranty and on site maintenance from the date of successful commissioning of the system.
- 4.2 Scheduled preventive maintenance at least once in three months as detailed in Annexure V. The Preventive Maintenance can be clubbed with corrective maintenance. _____ would submit these call sheets / Preventive Maintenance reports to the Principal Secretary, IT Department, Government of Meghalaya, Shillong and in case _____ fails to submit Preventative maintenance reports, the matter will be taken up with _____ at appropriate level by the Principal Secretary, IT Department.
- 4.3 Un-scheduled, on-call corrective and remedial maintenance service to set right the malfunctions of the equipments. This includes replacement of unserviceable parts. The parts replaced will either be new or equivalent in performance to new parts. Whether a defective item or components to be replaced or repaired shall be at the sole discretion of _____. Device drivers under any operating system or equipment supplied are part of the hardware and the ownership and custodian shall be with the Principal Secretary, IT Department. Any problem related with the device driver shall be attended by the _____.
- 4.4 Downtime penalty for completing the calls after the time as indicated in service assurance would be as listed in Annexure V. Whenever the equipment cannot be repaired onsite within the specified limits, the _____ will have the option to provide an alternate equipment of matching specification which will be replaced within the period of maximum 30 (thirty) days with the equipment of same make/model. Failing to these replacements penalty clauses will be applied.
- 4.5 All the maintenance calls will be logged using Complaint Management Information System (CMIS). Also they may be registered with the nearest _____ Office. The _____ will acknowledge each call with unique call number which is to be used for reference in future; a _____ will prepared a call service slip in triplicate. These will be signed by officials of Principal Secretary, IT Department and _____. One copy will be given to the User, one copy will be submitted to the Principal Secretary, IT Department at Shillong, the third copy will be retained by the _____. No other documents will be used to work out downtime for penalty calculation.

5. PAYMENT TERMS.

- 5.1 No payment would be made on partial successful execution of the order.
- 5.2 Payment would be made on successful execution of the order in totality. It would be responsibility of the _____s to provide installation certificate duly signed by Principal Secretary, IT Department or his nominee.

6. GUARANTEE.

6.1 The _____s shall provide a Certificate of Guarantee guaranteeing the purchase of the satisfactory operation of the components and against poor workmanship, bad quality of material used, faulty design and performance figure given by the _____s.

6.2 The guarantee shall be operative for a period of three years from the date of installation and successful commissioning.

7. INSPECTION OF _____'S WORKS PREMISES.

Representative of the IT Department shall have free access to _____'s work premises at any time during working for the purpose of inspecting the manufacturing and testing the Computers equipment/peripherals covered under this agreement. The _____ shall provide the necessary facility for such inspection.

8. ROYALTIES AND PATENTS

The prices specified in Annexure I to this Agreement shall be deemed to be inclusive of any royalties on patents or the charges for the use or infringement thereof may be involve in the contract. The _____s hereby agrees to protect the IT Department against claims thereof....

9. SYSTEM SOFTWARE UPDATES

The _____s shall provide assistance for loading and maintaining updates on system software obtain by the I T Department .

10. ARBITRATION

All disputes/difference of any kind whatsoever arising out of or in connection with the agreement shall be resolved by Arbitration.

11. FORCE MAJEREU

Neither the _____ nor the IT Department shall be liable to the other for the in or failure of their respective obligation under this agreement cause by occurrences beyond the control of the _____ or the IT Department (as the case may be) due to fire, flood, power cut, Act of public enemy, war, insurrection, riots, strike, lockouts, sabotage, any law, status or ordinance, order action or regulation of the government or any compliance therewith similar to the above. Either party shall promptly notify the other of the commencement and cessation of such contingency and prove that such is beyond the control and affect the fulfillment of their obligations under this agreement adversely and if such contingency continues beyond the period of sixty days, the IT Department may at his

opinion may terminate his contract by giving 10 days notice in writing to the _____.

12. TIME IS THE ESSENCE OF THIS CONTRACT.

It is hereby specifically agreed to between the parties that the time is the essence of this contract

13. REFUND OF SECURITY DEPOSIT

SECURITY DEPOSIT remitted by the _____s shall be refund under provision of Clause 7.2 under ‘Security Deposit’ of the “Special Conditions of the Contract”.

14. ADDITIONAL QUANTITIES

14.1 The _____ shall be liable to supply additional quantities of hardware and Software items as and when required by the IT Department during the currency of this contract at the price specified in Annexure I

14.2 The IT Department reserved the right to revise the quantity and deliveries schedule if necessary during the currency of this contract.

15. JURISDICTION FOR LEGAL PROCEEDINGS

This agreement shall be subjected to the Jurisdiction of the Court in the City of Shillong only.

IN WITNESS WHEREOF the parties have to set and subscribe their respective hands

ANNEXURE - V

DOWNTIME PENALTY

Penalty for completing the calls after the time as indicated in the Service Assurance will be as follows :

(For downtime penalty RISC based/Intel based systems have been categories as having Critical and non-Critical components. In all these systems Floppy Drive, CD ROM Drive constitute as having non-critical Components. For any of these non-critical components. Penalty will be Rs. 75/- per working day.)

For Server System, Client System and peripherals

Penalty for completing the calls after the time as indicated in Service Assurance will be as follows:

(For downtime penalty all systems have been categorized as having Critical & Non critical components. In all these systems Floppy Disk Drive constitute as Non Critical Components. For any down time of this non critical component Penalty will be Rs 75/- Per working day).

Rs 400/- per working day- for Server Systems.

Rs 100/- per working day – High end Pentium 4 Desktop PC.

Rs. 75/- per working day – Mid range Pentium 4 Desktop PC.

Rs. 60/- per working day – Entry level Pentium 4 Desktop PC.

Rs 100/- per working day - for Laser Printer & Scanner.

Rs 50/- per working day - for 132 Column DMP.

Rs 200/- per working day - for HP All-in-one printer.

For UPS

If the Tenderer fails to perform any of the obligations as per provision, then a penalty at the rate of (i) Rs. 30/- (Rupees Thirty) per system per day for 650 VA UPS System and (ii) Rs.100/- (Rupees One Hundred only) per system per day for 1 KVA UPS Systems and (iii) Rs.200/- (Rupees Two Hundred and Ten only) per system per day for 5 KVA UPS systems will be payable by the Tenderer. The amount can be adjusted in the half yearly amount payable by the User.

The Service Personnel will visit the Installation sites for preventive maintenance should be done before 30th of June in the first half year and before 31st December in the Second half year checking of the UPS systems, at least twice a year. If the Tenderer service personnel have not visited the sites even once, during the half year of preventive maintenance, a penalty of (i) Rs. 150/= (Rupees One hundred and fifty only) per location for 500 VA UPS system , (ii) Rs.300/=

(Rupees Three Hundred only) per location for 1 KVA UPS system and (iii) Rs. 800/= (Rupees Eight Hundred only) per location for 5 KVA UPS system per half yearly will be payable by the Tenderer.