

No. 15795/PM1/2007/CRD

Commissionerate of Rural Development
LMS Compound, Vikas Bhavan P.O.
Thiruvananthapuram -695033
Phone: ++91-471-2316095
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Website: www.crd.kerala.gov.in
Date : 26.02.2009

RE - TENDER NOTICE

Name of work: Purchase of Laser Printers for operationalising MIS for NREGA in Phase I & II districts.

Ref : Tender notification no. 15795/PM1/2007/CRD dated 02.02.2008

Sealed competitive Tenders (Dual bids) are invited for the supply of Laser Printers to be installed in 28 Blocks, 4 Districts (Wayanad, Palakkad, Kasargod & Idukki) and at the Commissionerate of Rural Development or as required, from reputed firms having full fledged service facilities in Thiruvananthapuram, Palakkad, Wayanad, Kasargod & Idukki or in the adjoining districts and those having a minimum 5 years experience in the related field. For further information and for tender documents and forms, interested parties may contact the Deputy Director (P&M), Commissionerate of Rural Development.

Cost of the tender form:

Rs.600/- + VAT (12.5%) for original and Rs.300/- +VAT (12.5%) for duplicate.

The last date for sale of tender forms is 18.03.2009, 4.PM. The sealed tenders should reach this office on or before 19.03.2009, 3 PM along with an EMD of prescribed value.

The Commissioner for Rural Development reserves the right to accept or reject any tender including the lowest in part or full without any reason what so ever.

The cover containing the technical bid and financial bid enclosed in separate covers should be superscribed "**Tender for Purchase Laser printers for operationalising MIS for NREGA**".

Sd/-
Commissioner for Rural Development (i/c)

Letter Tendering the Work

From

Date:

.....
.....
.....
.....

To

Commissioner for Rural Development
Commissionerate of Rural Development
LMS Compound, Vikas Bhavan P.O.
Thiruvananthapuram -695033

Sir,

**Sub : Purchase of Laser Printers for operationalising MIS for NREGA
in phase I & II districts.**

Ref : Your Tender notification No. 15795/PM1/2007/CRD dated 26.02.2009

I / We do here by tender to execute the works enumerated in the terms of reference in accordance with the instructions mentioned in your tender documents.

I / We further agree to supply the item within the specified time as per the supply order.

If after the acceptance of the tender, I / We fail to supply the item, I / We agree that the Department shall, without prejudice to any other right or remedy, be the authority to terminate the order/contract and to proceed with legal action to recover the cost.

TENDERER

PARTICULARS SHOWING STATUS OF TENDERER

1. Name of the Organisation :
2. Office Address, :
- Telephone No :
Fax No. :
E-mail address :
3. Name of Contact Person :
Mobile No. :
4. Status of the Tenderer / individual :
(Company, Firm, Proprietary etc.)
5. Name of chairman of Board of Directors and Managing Director/Managing Partner/Proprietor in the case of Companies/firms/Proprietary concerns. :

Note:-

In case of companies, the Memorandum & articles of association, Certificate of Incorporation etc., shall be submitted as attachments.

**COMMISSIONERATE OF RURAL DEVELOPMENT
GOVERNMENT OF KERALA**

Terms and conditions

Over and above the general conditions laid down in the tender form, the following specific conditions are also required to be fulfilled by the tenderer:

Technical proposal - PART -I

1. Duly filled and signed tender form (original) should be enclosed. Only tenders duly filled up in the forms purchased from this office will be accepted.
2. The technical proposal should contain only details of specifications of the Laser Printers, company's profile, list of service support centres throughout Kerala and experience in the field (**Annexures – I & II**) technical brochures/literature of the model in support of the bid.
3. The tenderer should not include in his/their technical proposal, any information as the estimated costs or financial terms of his/their services, failing which his/their offer will be disqualified.
4. The technical proposal must contain an EMD of **Rs. 2640/-** (Rupees Two thousand six hundred and forty only) in the form of crossed Demand Draft drawn after the date of issue of this notification from any nationalised / scheduled bank in favour of the **Commissioner for Rural Development, Thiruvananthapuram-33**. If exempted from EMD, the necessary documents from the Stores Purchase Department shall be produced along with the tender.
5. The hardware specification is annexed separately. (**Annexure III**)
6. Quote three year comprehensive onsite warranty for Laser Printers.
7. The successful tenderer will have to execute the Service Level Agreement specified and the Standard Contract Agreement in all Government tenders, the formats of which are available in the website of Rural Development Department.
8. The Technical proposal which forms Part I is to be submitted in a separate sealed cover superscribing **“Purchase of Laser Printers for operationalising MIS for NREGA in Phase I & II - PART I.”**
9. The bidders should attach valid authorisation/dealership certificate from their OEM.
10. All documents including the tender document should be signed by the authorised representative and the office seal affixed.
11. If any third party support/services are offered, the bidder should have an arrangement with the Original Service Provider for support during the warranty period, the proof of which should be enclosed with the tender.
12. The tenderer should submit an agreement in the format given at **Annexure IV**.
13. Certificate regarding the bidder being bonafide service provider of the items quoted. If the bidder is not the bonafide service provider, certificate of valid authorisation of dealership of the service providers whose items are offered in the tender should be submitted. The support arrangements for the items offered should also clearly be indicated in the offer. If these documents are not submitted, the bid is liable to be rejected.
14. Annual turnover of the firm should be Rs. 50 lakh (minimum) for each of the past two years. Proof of qualifying this criterion, in the form of audited balance sheet, profit and loss account, Annual Report, Income Tax return, etc. of two years 2006-07 and 2007-08, should be submitted with the tender.

15. The vendor should have maintenance support in the districts of Thiruvananthapuram, Idukki, Palakkad, Wayanad and Kasargod or in the adjoining districts.
16. The details of the computers offered should be submitted with supporting documents such as manufacturer's brochures showing technical specification.
17. List of offices where computers and accessories to be supplied and installed is **annexed** as **V**.
18. All the pages in the proposal should be serially numbered, starting from tender document. Annexures including brochures should be included in this numbering. The reference to corresponding brochures and other annexures should be entered as required in the tender document.

Financial Proposal - PART – II

1. The quote shall be in Indian Rupees.
2. All pages of the financial bid should be signed by the authorised representative of the firm and the office seal affixed.
3. Any additional item, which is tenderer specific, can be included, but should reflect on the total cost
4. Period of firmness for rates quoted will be **three months** from the date of submission of tender.
5. The said financial proposal shall be submitted in a separate cover superscribing "**Purchase of Laser Printers for operationalising MIS for NREGA in Phase I & II - PART II.**"

General instructions

1. The Tenderer shall submit both the Technical and Financial proposals (PART I & PART II) in separate covers (sealed) both put in a single cover (sealed) to the Commissionerate of Rural Development, LMS Compound, Vikas Bhavan P.O., Thiruvananthapuram -33 not later than 07.03.2009, 3 PM. Late offers will not be accepted. The tenderer should submit the bids with covering letter in the letter head of the firm.
2. The cover should be superscribed as follows:

Tender no.: 15795/PM1/2007/CRD	
Tender for Purchase of Laser Printers for operationalising MIS for NREGA in Phase I & II districts	
Last date for submission: 3 p.m., on 19-03 -2009	
<i><the name and address of the tenderer></i>	To The Commissioner for Rural Development Commissionerate of Rural Development LMS Compound, Vikas Bhavan P.O. Thiruvananthapuram -695033

3. Failure to include any information requested in the tender document will result in the outright rejection of the tender.
4. Any ambiguity in the proposal shall make the proposal liable to be rejected.
5. The tenderer shall bear stamp duty, legal charges and all other expenses that are incidental.

6. The Technical bid (**PART-I**) will be opened at **4 pm on 19.03.2009** by the Commissioner for Rural Development or by an officer authorised by him, in the presence of the tenderers / authorised representative of the tenderers, if any. Financial bids of only the short-listed tenderers based on the evaluation of Technical bids, will be opened. The opening of the Financial bid (**PART-II**) will be intimated to the short listed firms by fax / e-mail.
7. The successful Tenderer will have to furnish a Security Deposit equal to 5% of the total value of the order placed on them by way of Bank Guarantee in favour of the Commissioner for Rural Development payable at Thiruvananthapuram and execute an agreement in Rs.100/- stamp paper within 5 days of receipt of the supply order. The successful tenderer shall abide by the terms and conditions as specified in the agreement that shall be signed by the Commissioner for Rural Development and the tenderer. On execution of the agreement, the E.M.D will be released. The Security Deposit will be released only after the period of warranty.
8. The decision of the Technical Committee in the evaluation of the proposals will be final and binding to all concerned. The Commissioner for Rural Development reserves the right to reject any or all the proposals without assigning any reason thereof.
9. No advance shall be paid to the successful tenderer. Payment will be made on successful supply, installation and certification.
10. Please note that the remuneration which the tenderer may receive from this work will be subject to the normal tax liability recoveries in accordance with the existing tax regulations in India by Central or State Government.
11. Period of Completion of work - Specified date in the supply order
12. Last date and time of issue of tender documents - **18.03.2009, 4 pm.**
13. Last date and time of receipt of tender - **19.03.2009, 3 pm.**
14. Date and time of opening of technical bid - **19.03.2009, 4 pm.**
15. Date and time of opening of financial bid - **will be intimated to the short listed firms by fax / e-mail.**
16. The tender documents issued to one firm shall not be transferable to others.
17. If the date of opening of tender specified in the notice happens to be holiday to the office calling the tender, the tenders will be opened on the next working day at the same time without any further notice.
18. The Demand Draft towards the E.M.D will be returned to those whose tenders are not accepted, after the finalisation of the tender process.
19. If the successful tenderer will not be willing to undertake the work, the E.M.D submitted by them will not be returned under any circumstances.
20. The terms and conditions in Stores Purchase Manual will be applicable to this tender.
21. Delivery and installation of the equipments shall be done within two weeks from the date of issue of the supply order.
22. After the successful delivery and installation of the printers, the payment will be made from the respective offices of the Joint Programme Co-ordinator.

Sd/-
Commissioner for Rural Development (i/c)

Annexure - I

FORM FOR SUBMITTING DETAILS OF PAST EXPERIENCES

Sl. No.	Type of work carried out	Government Agency dealt with	Name and address of contact person (with tel. nos.)	No. of equipments supplied / serviced during the last two years	Amount involved in the contract
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					

Annexure - II

FORM FOR SUBMITTING DETAILS OF SUPPORT FACILITIES

Full address of service centre	Type of service centre ¹	Area covered	Service personnel (name and designation)	Training obtained by each personnel	Normal response time	Communication modes available (give all contact details)	Level of inventory maintained

¹ Whether Direct/ Authorised Service Centre/ Authorised Service Provider?

Annexure – III

Sl. No.	Item	Specification	No. of Units
1	Laser Printer	1200dpi, 8MB RAM, 19ppm, A4 size	33

Annexure IV

AGREEMENT

*[to be executed on Rs.100/- Kerala Stamp Paper (non-judicial)
and submitted with the tender documents – technical proposal]*

Articles of agreement executed on this the day of two thousand
..... BETWEEN the **Commissioner for Rural Development** (hereinafter referred to as
“**CRD**”) and (here
enter name and address of the tenderer) (hereinafter referred to as “the **bounden**”) of the other
part.

WHEREAS in response to the Notification No **15795/PM1/2007/CRD** dated the
bounden has submitted to **CRD** a tender for the **Purchase of Laser Printers for
operationalising MIS for NREGA in Phase I & II districts in Phase I & II
districts** specified therein subject to the terms and conditions contained in the said tender.

WHEREAS the **bounden** has also deposited with **CRD**, a sum of Rs. 50,000/- (Rupees
.....only) as earnest money for execution of an agreement
undertaking the due fulfillment of the contract in case his tender is accepted by **CRD**.

NOW THESE PRESENTS WITNESS and it is hereby mutually agreed as follows:

1. In case the tender submitted by the **bounden** is accepted by **CRD**, and the contract for
**Purchase of Laser Printers for operationalising MIS for NREGA in Phase I & II
districts** is awarded to the **bounden**, the bounden shall within **5 days** of acceptance of his tender,
execute an agreement with **CRD** incorporating all the terms and conditions under which **CRD**
accepts his tender.

2. In case the bounden fails to execute the agreement as aforesaid incorporating the terms
and conditions governing the contract, **CRD** shall have power and authority to recover from the
bounden any loss or damage caused to **CRD** by such breach as may be determined by **CRD** by
appropriating the earnest money deposited by the bounden and if the earnest money is found to be
inadequate, the deficit amount may be recovered from the bounden and his properties movable
and immovable in the manner hereinafter contained.

3. All sums found due to **CRD** under or by virtue of this agreement shall be recoverable
from the bounden and his properties movable and immovable under the provisions of the
Revenue Recovery Act for the time being in force as though such sums are arrears of land
revenue and in such other manner as the Government may deem fit.

In witness whereof Sri. (here enter
name and designation) for and on behalf of **CRD** and Sri.
the bounden have hereunto set their hands, the day and year shown against respective signatures

Signed by (date) (for **CRD**)

In presence of witnesses:

- 1.
- 2.

Signed by (date) (for **bounden**)

In the presence of witnesses:

- 1.
 - 2.
-

Annexure - V
LIST OF OFFICES WHERE LASER PRINTERS
TO BE SUPPLIED AND INSTALLED (ONE EACH)

Sl. No	Name of Office
1.	Commissionerate of Rural Development

District level NREGS Offices

2	Wayanad
3	Palakkad
4	Idukki
5	Kasargod

Block level NREGS Offices

Wayanad District	
6	Kalpetta
7	Mananthavady
8	Sulthanbetry
Palakkad District	
9	Alathur
10	Attappadi
11	Chittur
12	Kollengode
13	Kuzhalmannam
14	Mannarkkad
15	Malampuzha
16	Nenmara
17	Ottapalam
18	Palakkad
19	Pattambi
20	Sreekrishnapuram
21	Thrithala
Idukki District	
22	Adimali
23	Azhutha
24	Devikulam
25	Elamdesom
26	Idukki
27	Kattapana
28	Nedumkandam
29	Thodupuzha
Kasargod District	
30	Kanhangad
31	Kasargod
32	Manjeswar
33	Nileshwar
Total – 33 Nos.	

CONTRACT AGREEMENT

(to be executed by the successful bidder on award of the contract
on Rs. 100/- Kerala Stamp Paper(Non Judicial)

This agreement made on this day of
..... between **Commissioner for Rural Development**, having its office at
LMS Compound, Vikas Bhavan P.O. Thiruvananthapuram – 695 033 (hereinafter referred to as “**CRD**”
which expression shall include its administrators, successors, executors and assigns) of the one part and
..... (name of contracting company), a company/firm incorporated under
the having its registered Office at
..... (herein after referred to as “**Contractor**”, which expression shall
include its administrators, successors, executors and permitted assigns) of the other part.

WHEREAS **CRD** has invited bids for **Purchase of Laser Printers for operationalising MIS
for NREGA in Phase I & II districts** (briefly describe scope of the works) as per its Tender notice
no. **15795/PM1/2007/CRD** dated

AND WHEREAS * had participated
in the above referred bidding vide their proposal no. dated and **CRD**
accepted their aforesaid proposal and awarded the contract to
* on terms and conditions contained
in its work order no. **15795/PM1/2007/CRD** dated and the documents referred to therein,
which have been accepted by *
resulting into a “**Contract**”.

NOW THEREFORE THIS DEED WITNESSETH AS UNDER:-

1. AWARD OF CONTRACT

1.1 **CRD** has awarded the contract to * for the work
of **Purchase of Laser Printers for operationalising MIS for NREGA in Phase
I & II districts** on the terms and conditions contained in its work order no.
15795/PM1/2007/CRD dated and the documents referred to therein. The award has taken
effect from ie., the date of issue of the aforesaid letter. The
terms and expressions used in this Agreement shall have the same meaning as are assigned to
them in the “Contract Documents” referred to in the succeeding Article.

2. CONTRACT DOCUMENTS

2.1 The contract shall be performed strictly as per the terms and conditions stipulated as per the
following documents attached herewith (hereinafter referred to as “Contract Documents”):

i) **CRD**’s Tender Documents in respect of tender No. **15795/PM2/2007/CRD** dated
consisting of Notice inviting Tender and conditions of contract including all amendments issued
vide its letter(s) no(s). dated

(Volume-I)

ii) **CRD**’s Schedule and Technical Specification (including Amendments issued vide its letter no.
..... dated

(Volume-II)

iii) proposal no.
..... dated along with proposal sheets,
payment terms and work schedules submitted by **Contractor** entitled as “**Purchase of
Laser Printers for operationalising MIS for NREGA in Phase I & II districts**
(Volume-III)

* Brief name of the contracting company

iii) Agreed Minutes of the meeting held on between **CRD** and the **Contractor**.

(Volume-IV)

iv) **CRD's** Work Order no. **15795/PM2/2007/CRD** dated duly accepted by the **Contractor**.

(Volume-V)

- 2.2 All the aforesaid contract documents shall form an integral part of this Agreement, in so far as the same or any part thereof conform to the Bid Documents (Volume I & II) and what has been specifically agreed to by **CRD** in its Work Order. Any matter inconsistent therewith, contrary or repugnant thereto or any deviations taken by the **Contractor** in its "Proposal" (Volume-.III) but not agreed to specifically by **CRD** in its Work Order shall be deemed to have been withdrawn by the **Contractor**. For the sake of brevity, this Agreement along with its aforesaid contract documents shall be referred to as the "Agreement".

3. CONDITIONS AND COVENANTS

- 3.1 The scope of contract, consideration, terms of payment, price adjustment, taxes wherever applicable, insurance, liquidated damages, performance guarantee and all other terms and conditions are contained in **CRD's** Work Order No. **15795/PM1/2007/CRD** dated..... read in conjunction with other aforesaid contract documents. The contract shall only be performed by the **Contractor** strictly and faithfully in accordance with the terms of the Agreement.

- 3.2 The scope of work shall also include supply and installation of all such items which are not specifically mentioned in the contract documents, but which are needed for successful, efficient, safe and reliable operation of the equipment unless otherwise specifically excluded in the specification under "exclusions" or Work Order.

3.3 TIME SCHEDULE

Time is the essence of the contract and schedules shall be strictly adhered to. The **Contractor** shall perform the work in accordance with the agreed schedule as given in letter of intent/work order.

- 3.4 The **Contractor** guarantees that the equipment package under the contract shall meet the ratings and performance parameters, as stipulated in the Technical Specifications (Volume II) and in the event of any deficiencies found in the requisite performance figures, the **CRD** may at its option reject the equipment package or alternatively accept it on the terms and conditions and subject to levy of the liquidated damages in terms of contract documents. The amount of liquidated damages so leviable shall be in accordance with the contract documents and without any limitation.

- 3.5 It is further agreed by the **Contractor** that the contract performance guarantee shall in no way be construed to limit or restrict the **CRD's** right to recover the damages/compensation due to short-fall in the equipment performance figures as stated in para 3.4 above or under any other clause of the Agreement. The amount of damages/compensation shall be recoverable either by way of deduction from the contract price, contract performance guarantee and/or otherwise.

- 3.6 This agreement constitutes full and complete understanding between the parties and terms of the presents. It shall supersede all prior correspondence to the extent of inconsistency of repugnancy to the terms and conditions contained in the Agreement. Any modification of the Agreement shall be effected only by a written instrument signed by the authorised representatives of both the parties.

4. SETTLEMENT OF DISPUTES

- 4.1 It is specifically agreed by and between the parties that all the differences of disputes arising out of the agreement or touching the subject matter of the agreement, shall be decided by process of settlement & arbitration as specified in the relevant clauses of the conditions of the contract and the provisions of the Indian Arbitration Act, 1940 shall apply and Kerala Courts alone shall have exclusive jurisdiction over the same.

4.2 Notice of default given by either party to the other party under the Agreement shall be in writing and shall be deemed to have been duly and properly served upon the parties hereto if delivered against acknowledgement or by telex or by registered mail with acknowledgement due, addressed to the signatories at the address mentioned herein above.

IN WITNESS WHEREOF, the parties through their duly authorised representatives have executed these presents (execution whereof has been approved by the competent authorities of both the parties) on the day, month and year first above mentioned at Thiruvananthapuram.

For **Rural Development Department**

Commissioner for Rural Development

(Signature)

(Name)

(Designation)

(Seal)

Witnesses:

1.

2.

for **Contractor**

(**Contractors** signature)

(**Contractors** name)

(Designation)

(Seal)

Witnesses:

1.

2.

**PERFORMANCE GUARANTEE CONTRACT BETWEEN
RURAL DEVELOPMENT DEPARTMENT
AND**

.....

FOR

**MAINTENANCE OF PRINTERS FOR VARIOUS OFFICES OF THE RURAL
DEVELOPMENT DEPARTMENT**

I. PREAMBLE :

This contract is made on _____ of _____ 2008 between **RURAL DEVELOPMENT DEPARTMENT** represented by the **Commissioner for Rural Development**, herein after referred to as '**CRD**' (Which expression shall unless excluded by or repugnant to the context be deemed to include his successor in office or assign) of the one part and herein after referred to as '**CONTRACTOR**' (Which expression shall unless excluded by or repugnant to the context be deemed to include his successor in office or assign) of the other part.

WHEREAS:

1. CRD is desirous of entering into a Performance Guarantee contract with **CONTRACTOR** for comprehensive maintenance of the printers in various offices as listed in Annexure
2. **CONTRACTOR** is desirous of rendering such services under terms and conditions as per this contract.

II. CONTRACT:

CONTRACTOR agrees to maintain systems as listed in Annexure V in accordance with the provisions laid down in the contract.

III. CONTRACT PERIOD:

For the equipment under maintenance with **CONTRACTOR**, the Performance Guarantee will be valid for the periodto (**Three years**)

IV. SCOPE AND SERVICES:

CONTRACTOR agrees to provide the following services under the contract to keep the printers in good working order:

1. Scheduled preventive maintenance (PM) **once in Three Months** for all printers as detailed in Annexure V. **CONTRACTOR** would submit these call sheets / PM reports to Officers in charge of the respective offices (as in Annexure – A)
2. Unscheduled, on call corrective and remedial maintenance service to set right the malfunctions of the system. This includes replacement of unserviceable parts. The parts replaced will either be a new parts or equivalent in performance to new parts. Whether a defective item or component is to be replaced or repaired shall be at the sole discretion of **CONTRACTOR**. In the case of a part, the defective part removed from the system will become the property of **CONTRACTOR**

V. TERMS:

1. System maintenance need not include consumables and supply items such as ribbons, media like magnetic tapes, cartridges, printer bands, floppy diskettes, printer heads, computer stationery & CDs.

2. If the **User** is not able to hand over the system to the **Contractor's** engineer for maintenance purpose, such time will not be considered for the down time penalty.
3. For downtime calculation, the day on which the call is closed will not be taken as part of downtime if downtime is calculated in days. If the downtime is calculated in hours then the actual downtime will be taken for downtime calculation. Also If the user is not able to hand over the system to **CONTRACTOR's** engineer for maintenance purpose, such time will not be considered for the down time penalty.
4. In case of intermittent failures and repetitive problems due to improper diagnosis or repair, the system will be treated as continuously down. In case of continuous down, the **CONTRACTOR** shall provide standby with equivalent or higher specification.
5. This contract extends only to problems arising out of normal functioning of equipment and the contract does not cover break down or services or spares cost, arising out of damages caused due to fire, theft, riots, accidents, earthquakes, storm and other natural calamities.
6. At each location, **the user** will keep record of machine failure including the nature of failure, date and time of booking the complaint (at mutually agreed location), when the machine is made up and the total down time. This record will be signed by **CONTRACTOR's** service engineer and **CRD** representative. Format for keeping this record will be as per the Annexure –B.
10. **User** will be responsible for operating the systems and peripherals. During the period of contract, **user** will be restricted to operational activities only and will not repair/maintain any equipment.
11. To monitor the maintenance activity and to discuss other related matters, periodical meetings between **CRD** and **CONTRACTOR** will be held.

VI. SERVICE ASSURANCE:

Maximum acceptable downtime for the printers will be 72 hour.

VII. DOWNTIME PENALTY

- i) Penalty for completing the calls after the time as indicated in Service Assurance (excluding holidays) subject to a maximum of 8% per year of the cost of the equipment, is Rs.30/- per day.
- ii) Downtime penalty shall be settled at the end of warranty period from the Bank Guarantee furnished by the supplier.

VIII. CALL REGISTRATION AND COMPLETION

All the maintenance calls will be logged using the System Maintenance Register. Also, they may be registered with the nearest supplier's office. The supplier shall acknowledge each call with a unique Call no: which is to be used for reference in future. A call slip may be made for each call. The Call number shall contain the following details: call number, reported problem, affected items, date and time of call reporting, date and time of call attending, date and time of call completion, down time in hours, fault diagnosed, repairs carried out, components replaced etc. Completion of calls will be certified by the **CRD** or by a nominee of **CRD**. The supplier shall prepare the call service slips in duplicate. These will be signed by **CRD** or by a nominee of **CRD** & the supplier. One copy will be given to the user and one copy will be retained by the supplier. No other documents will be used to workout downtime for penalty calculation. The entries in the System Maintenance Register may also be completed based on the entries of the Call Sheet after closing the call. The vendor should provide an e-mail account for registering downtime.

IX. FORCE MAJEURE:

The **CONTRACTOR** shall not be liable or deemed to be default of any delay or failure in performance stated herein resulting directly or indirectly from causes beyond its reasonable control. If **CONTRACTOR** is prevented from performing its function under the instrument for a period longer than six months, **CONTRACTOR'S** liability ceases under this contract. Then both the parties shall discuss the course of action to be taken afterwards.

X. CHANGE OF OWNERSHIP:

The obligation of the supplier company/firm under this contract shall not cease even if the ownership changes. The successor or transferee shall have the obligation to perform the contract.

XI. GENERAL PROVISIONS:

This contract shall supersede all previous communications, both oral and written and the provisions herein contained shall not be omitted, added to or amended in any manner except in writing and signed by both parties hereof.

FOR AND ON BEHALF OF THE
THE Rural Development Department

SIGNATURE

NAME
DESIGNATION
DATE

IN THE PRESENCE OF

1.

2.

FOR AND ON BEHALF OF
..... LTD.(Firm)

SIGNATURE

NAME
DESIGNATION
DATE

IN THE PRESENCE OF

1.

2.

Annexure - A

Preventive Maintenance of Computer Systems/Peripherals

Call Sheet cum PM Report

Location :

Officer In-charge :

Date :

M/c Type (with S.No) :

Action taken :

(A) Environmental/Electrical conditions :

i) Dust Level O.K. (Y/N) :
Temperature :
(Recommended 22 to 28 degree C)

iii) Humidity O.K. (Y/N) :

iv) Voltage :
Line – Neutral :
Line – Earth :
Neutral –Earth :

(B) System/Printer/Modem

i) Cleaned (Y/N) :
ii) Configuration Checked (Y/N) :
iii) OS/ Drivers Checked (Y/N) :
iv) Network Connectivity OK (Y/N) :
v) Performance OK (Y/N) :

(C) Virus Checked OK (Y/N) :

Virus Scanner Used :
Virus scanner updated (Y/N)

General Layout :

Suggestions (If any) :

Remarks :

Signature :

Department Nominee

Name :

Designation :

Supplier's Engineer

Name :

Organisation :

Annexure B

System Maintenance Register

Location:

Name of Item:

Month:

Item Code:

Call No	Complaint	Booking Date & Time	Attended Date & Time	Repaired Date & Time	Diagnosis and Components Replaced	Down Time	Penalty in Rs
Total							

Department Nominee

Service Engineer

Note

Separate Sheet may be maintained for PC, Printer, Modem and UPS

If there is no down time for a particular month that may be mentioned in the register.