GOVERNMENT OF MAHARASHTRA

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

DIT/ File-2011/ 25 Dated: Dec 19, 2011

To

1. M/s ADCC Infocad Pvt Ltd
   10/5, IT Park, Opp VNIT Campus
   Nagpur 440 022.
   Contact Person: Mr . Amit Rathi
   Tel No: (0712)2249033 | Cell No +91 9673996400 | Fax No: (0712) 2249605.
   amitrathi@adccinfocad.com

Subject: Rate contract for purchase of AutoCAD software for Govt of Maharashtra offices valid till December 31, 2012

Reference: Directorate of Information technology tender No: DIT/ File-2011/ 25 for Rate contract for purchase of AutoCAD software for Govt of Maharashtra offices

Dear Sir,

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

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

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

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

Yours Sincerely,

-Sd-
Director – IT
GAD, Government of Maharashtra
## Schedule A

**Description of Stores & their Prices**

<table>
<thead>
<tr>
<th>Sr.No</th>
<th>Product Description</th>
<th>Rate (Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Single User License</td>
</tr>
<tr>
<td>1.</td>
<td>AutoCAD 2012</td>
<td>144627/-</td>
</tr>
<tr>
<td>2.</td>
<td>AutoCAD Civil 3D 2012</td>
<td>208792.5/-</td>
</tr>
<tr>
<td>3.</td>
<td>AutoCAD Map 3D 2012</td>
<td>201663/-</td>
</tr>
<tr>
<td>4.</td>
<td>Infrastructure Design Suite Premium 2012</td>
<td>274995/-</td>
</tr>
<tr>
<td>5.</td>
<td>Building Design Suite Premium 2012</td>
<td>274995/-</td>
</tr>
<tr>
<td>6.</td>
<td>AutoCAD Revit Architecture 2012</td>
<td>234255/-</td>
</tr>
<tr>
<td>7.</td>
<td>AutoCAD Revit structure Suite 2012</td>
<td>234255/-</td>
</tr>
</tbody>
</table>
Schedule B

Specifications of the Stores

1) AutoCAD 2012 software
   1. Auto CAD 2012 Single User/ Network Licenses
   2. One time Onsite training
   3. One (1) year subscription encompassing (minimum, but not limited to) Software upgrades, e-Learning tutorials, Autodesk University course materials, training videos, Technical Support

2) AutoCAD Civil 3D 2012
   1. AutoCAD Civil 3D 2012 Single User/ Network Licenses
   2. One time Onsite training
   3. One (1) year subscription encompassing (minimum, but not limited to) Software upgrades, e-Learning tutorials, Autodesk University course materials, training videos, Technical Support

3) AutoCAD MAP 3D 2012
   1. Auto CAD MAP 3D 2012 Single User/ Network Licenses
   2. One time Onsite training
   3. One (1) year subscription encompassing (minimum, but not limited to) Software upgrades, e-Learning tutorials, Autodesk University course materials, training videos, Technical Support

4) AutoCAD Infrastructure Design Suite Premium 2012
   1. Auto CAD Infrastructure Design Suite 2012 Single User/ Network Licenses
   2. One time Onsite training
   3. One (1) year subscription encompassing (minimum, but not limited to) Software upgrades, e-Learning tutorials, Autodesk University course materials, training videos, Technical Support

5) AutoCAD Building Design Suite Premium 2012
   1. Auto CAD Building Design Suite Premium 2012 Single User/ Network Licenses
   2. One time Onsite training
   3. One (1) year subscription encompassing (minimum, but not limited to) Software upgrades, e-Learning tutorials, Autodesk University course materials, training videos, Technical Support

6) AutoCAD Revit Architecture 2012
   1. Auto CAD Revit Architecture 2012 Single User/ Network Licenses
   2. One time Onsite training
3. One (1) year subscription encompassing (minimum, but not limited to) Software upgrades, e-Learning tutorials, Autodesk University course materials, training videos, Technical Support

7) AutoCAD Revit Structure Suite 2012

1. AutoCAD Revit Structure Suite 2012 Single User/ Network Licenses
2. One time Onsite training
3. One (1) year subscription encompassing (minimum, but not limited to) Software upgrades, e-Learning tutorials, Autodesk University course materials, training videos, Technical Support
Schedule C

Terms & Conditions of Contract

1. Definitions
In this document, the following terms shall be interpreted as indicated:
   a) “The Rate Contract” means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein.
   b) “The Contract Price” means the price payable to the supplier under the contract for the full and proper performance of its contractual obligations.
   c) “The Goods” means all the software / related items, and/or other materials which the supplier is required to supply to the purchaser under the contract.
   d) “Services” means services ancillary to the supply of the Goods, such as such as installation, commissioning, technical assistance, training and other obligations of the Supplier covered under the Contract.
   e) “The Indenter” means the organization purchasing the Goods.
   f) “The Purchaser” means The Director & Member Secretary SETU Maharashtra of Information Technology, Government of Maharashtra.
   g) “The Supplier” means the individual or firm supplying the Goods and Services under this Contract.
   h) “Day” means a working day.
   i) “ITB” means Instructions to Bidders.

2. Validity of rate contract
The contract will be valid for a period of One year from the date of signing of the contract.

3. Security deposit
The vendor shall furnish a security deposit of Rs. 1, 00,000 (Rupees One Lakh only) in the form of Bank Guarantee (Annexure F) from any nationalized bank. The same shall be submitted at the time of signing the contract agreement without which agreement will not be executed. Security Deposit will be refunded after 3 months of the expiry of the rate contract, after deducting the penal amount, if any, and after furnishing indemnity bond.

4. Contract execution
   4.1. In addition to terms and conditions being mentioned hereunder, all terms and conditions of the RFP and corrigenda issued will also be applicable for the contract.
   4.2. The successful bidder shall execute the agreement of contract in a given format within 7 days from issue of the letter of intent from DIT. In exceptional circumstances, on request of the successful bidder in writing for extension, Director (IT) reserves the right to grant an extension for appropriate period after getting satisfied with the reasons given.
   4.3. At the time of signing the agreement, the successful Bidder shall submit Security Deposit for required amount in the form of Bank Guarantee (Annexure F) drawn on any Nationalized
Bank in favor of the Director, Directorate of Information Technology, Government of Maharashtra valid for 15 months from the date of signing the agreement in a given format. Without this agreement will not be executed.

4.4. On failure of execution of the agreement by the successful bidder within stipulated period, E.M.D. furnished will be forfeited.

5. **Locations for supply of goods and service**

The Goods and Services under this contract shall be supplied and commissioned in any or all the offices under the Government of Maharashtra. The Supplier shall adhere to all the technical as well as commercial terms irrespective of the location of the site.

6. **Sources of funds**

The Purchase Order for the equipment will be placed by the respective offices under the State Government (The Indenter) where the Goods are to be supplied and installed or Services provided. The Indenter will be responsible for making the payments for the Goods supplied or Services rendered.

7. **Instructions to vendors and buyers**

7.1. The intender/buyer shall mark a copy of the Purchase order to this Directorate. The vendor shall submit a report to the DIT regarding execution of the said order. Non submission on the part of vendor will be treated as violation of terms and conditions of the contract.

7.2. The report submitted by the vendor to the DIT shall include purchase order; corresponding number of items dispatched, and license numbers of the software dispatched, and other such documents.

7.3. Software dispatched without such reports to DIT shall be considered as violation of the terms and conditions of the rate contracts and necessary action shall be initiated against the vendor.

7.4. The rates approved for the items under this RC will be the lowest in the market. Any violation of this clause shall make the vendor liable for blacklisting.

8. **Vendors plan for obtaining order**

The Vendor shall submit a plan for obtaining supply order which will include contact details and escalation matrix who will collect the purchase order and from whom enquiry about the supply can be made by the intender/buyer. The same will be displayed on GoM, Website for intender’s/buyer’s convenience.

9. **Purchase order and payment responsibility**

9.1. Selection of item included in the Rate Contract and placing purchase order shall be discretion of the intender/buyer, which cannot be challenged by any vendor. Raising any objection by the vendor over the selection of the product by the buyer shall amount to violation of the terms & conditions of the contract for which vendor shall be liable for penal and other appropriate actions

9.2. The purchase order for the product shall be placed directly by the authorized officer of the respective departments/offices under the Government of Maharashtra, Local Bodies, State Government, Undertakings etc in accordance with the existing rules, procedures and GRs.
The authority issuing purchase order shall be responsible for making payments as per payment terms for the goods supplied and services rendered.

9.3. The purchase order shall be issued exclusively in the name of the Vendor and payment shall also be made in the name of the vendor only. Purchase order issued/received in different name or cheque issued in different name shall not be taken as purchase under the Rate Contract.

9.4. The Vendor cannot delegate its rights to any institution to receive purchase order or/and payment in its name. If it is found that the vendor has appointed such institution to receive order and payment in its name, the vendors name will be removed from the Rate Contract list and such purchase will be treated as purchase outside the Rate Contract.

9.5. Purchase order may either be for the main item or subscription or training or any combination. The vendor cannot refuse to supply only subscription or training. Refusal shall be violation of the term and condition of the contract and vendor shall be liable for punishment. The nature and quantum of punishment shall be decided by the Director, IT, GoM in accordance with the law. An appeal, within 30 days of the date of passing order, can be preferred to the Secretary, IT whose decision will be final.

9.6. On receipt of the equipment/s in good condition and the same is/are accepted by the concerned intender/buyer, payment as per payment terms shall be made. Payment can not be withheld on pretext of non installation.

10. Acknowledgement of the purchase order

10.1. The vendor shall accept Supply Order from the intender/buyer against this Contract. The vendor shall examine the supply order(s) immediately on their receipt and bring to the notice of officer placing the supply order, within 7 days of the receipt of supply order, any discrepancy, with regard to the nomenclature etc. ordered for due rectification. The letter should be sent by Registered Post. A.D. Meanwhile, supply of items which are clear for acceptance should not be held up and supplies be arranged by the date mutually agreed upon.

10.2. The vendor shall maintain stocks at the station(s) indicated by him in his bid and shall make deliveries against Supply Orders from such stocks as and when required. Upon receipt of a Supply Order (S.O.), the vendor, within Seven (7) days, intimate to the S.O. issuing authority, the quantity which can be supplied from stocks at the station(s) specified in the S.O. and within the Delivery period stipulated therein and the time required to supply the balance.

10.3. If the Vendor is unable to supply the entire quantity within the time stipulated in the S.O. and intimate the time within which supplies will be made by the Vendor, the Officer placing the S.O. will notify his acceptance of the Delivery Time offered by the Vendor or negotiate until an agreement is reached between the S.O. issuing Authority and the Vendor.

10.4. If the Vendor fails to give such intimation within Seven (7) days, it will be taken that the Vendor has agreed to supply the stores within the Delivery Date Stipulated in the Purchase order.

10.5. In all cases, the Delivery Time as deemed to be accepted by the Vendor or agreed upon as aforesaid between him and the officer placing the Purchase Order shall be deemed to be
essence of the Contract and delivery must be completed not later than such Date. If in any case, no agreement with respect to the Delivery Time is reached between the Vendor and the Officer who has issued the Purchase Order, it shall be lawful for such officer to withdraw the Purchase Order and the Vendor shall have no claim in respect of such withdrawal(s)

11. Liquidated damages for the delayed supply

If the vendor fails to deliver any or all of the items/products or does not perform the Services within the time period(s) specified in the Contract, the intender/buyer shall, without prejudice to its other remedies under the Contract, deduct from the Payable Amount, as liquidated damages, a sum equivalent to 0.5 percent of the price of the undelivered stores at the stipulated rate for each week or part thereof during which the delivery of such stores may be delayed subject to a maximum limit of 10 percent of the stipulated price of the stores so undelivered. Such penalty is to be deducted always by the intender/buyer from the bill of the vendor or if purchased elsewhere the extra amount paid will be recovered from Performance Guarantee.

Once the penalty reaches maximum, the intender/buyer shall make a report to the DIT for terminating the contract and initiating other appropriate action against the vendor.

12. Acceptance tests

The Supplier in the presence of Indenter and/or its nominated agency will conduct acceptance test at the site. The tests will involve installation and commissioning and trouble free operation of the software. No additional charges shall be payable by the Indenter for carrying out these acceptance tests.

13. Installation, Commissioning & Acceptance

The Vendor shall be responsible for delivery and installation of the Software of the order and for making them fully operational within four weeks. If not possible, it shall be communicated to the intender/buyer in writing with a copy to the DIT. The period of four weeks shall start from the date of issue of the purchase order.

The Vendor at the destination site, in the presence of intender/buyer and/or its representative, shall conduct acceptance test. The tests will involve installation and commissioning and trouble free operation of the complete system for two consecutive days apart from physical verification and testing. There shall not be any additional charges payable by the intender/buyer for carrying out this acceptance test. The vendor shall provide the details of the activation key which could be verified by DIT at a portal provided for the same.

14. Payment terms

The indenter will pay 75% of the value of the bill within 45 days from the date of receipt and acceptance of software. Balance 25% payment shall be made within 45 days from the date of satisfactory installation of software

15. Delays in the supplier’s performance

Delivery of the goods and performance of the services shall be made by the Supplier as specified in the contract.

If any time during performance of the contract, the Supplier should encounter conditions impeding timely delivery of the goods and performance of services, the Supplier shall promptly notify the Indenter and the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As
soon as practicable after receipt of the Supplier’s notice, the Indenter in consultation with the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier’s time for performance with or without a penalty. The decision of the purchaser in this matter shall be final.

16. Support plan of vendor
The vendor shall submit the support plan which will include details of contact and escalation matrix to which the buyer will contact for support. Support plan with escalation matrix shall be displayed on GoM, Website for intender’s/buyer’s convenience.

17. Completeness of contract
The contract will be deemed as incomplete if any component of the software etc., or any documentation / media relating thereto is not delivered, or is delivered but not installed and /or not operational or not acceptable to the intender/buyer after acceptance testing/examination.

In such an event, the supply and installation will be termed as incomplete and it will not be accepted. The software will be accepted after complete commission and satisfactory functioning of equipments for a minimum period of 10 days.

18. Penalty for downtime
The indenter/buyer may make a complaint about the software/service through letter, fax, e-mail, phone, SMS or any other means as the indenter/buyer thinks fit or convenient to the Service centre reported by vendor.

On receiving complaint about equipment/service, the service support partner will respond and repair/replace or provide required services as per the schedule given below:

<table>
<thead>
<tr>
<th>S.No</th>
<th>Location of Complaint</th>
<th>Response Period (Visiting Site)</th>
<th>Resolution Period (After Response Period)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mumbai, Thane, Navi Mumbai &amp; Pune</td>
<td>Next Business Day</td>
<td>24 hrs</td>
</tr>
<tr>
<td>2</td>
<td>Nashik, Aurangabad, Amravati, Nagpur</td>
<td>Next Business Day</td>
<td>48 hrs</td>
</tr>
<tr>
<td>3</td>
<td>Others</td>
<td>Next Business Day</td>
<td>48 hrs</td>
</tr>
</tbody>
</table>

Public Holidays as declared by Government of Maharashtra will be excluded for the above downtime calculation.

In case Vendor fails to meet the above standards of maintenance, there will be a penalty of Rs.100 per day after resolution period. The penalty shall be deducted from the performance guarantee.

If the total penalty reaches an amount equal to or more than 5% of the order value of the indenter, the same shall invoke the Performance Bank Guarantee.

19. Indemnity
Service Support partner shall indemnify, protect and save the indenter/buyer against all claims, losses, costs damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respects of all the hardware and software supplied by him.
20. Publicity
Any publicity by the vendor in which the name of the indenter/buyer is to be used should be done only with the explicit written permission of the indenter/buyer. The vendors shall not print RC at their own end. It will be seen as violation of the terms and condition of the contract.

21. Suspension & Cancellation of rate contract

21.1. The Rate Contract of the Vendor shall be suspended forthwith by the DIT without issuing notice on any of the following circumstances/ reasons:

- Violation of any condition of the tender/contract or part of any condition of the tender contract of RC, or
- Deviation found in quality and quantity of the product supplied, or
- If it is found that during the process of award of contract, fraudulence was made by the bidder or the vendor if found to resort to the fraudulent practice in getting supply order like offering incentive in terms of free product or money.

21.2. As stopping the supply of faulty/substandard product and taking appropriate action in this regard is of an urgent and emergent nature required to protect the interest of the Government, the Rate Contract of the concerned will be first suspended without issuing any notice. However, before taking the final decision on the matter, all concerned will be given reasonable opportunities to explain their stand. After enquiry, if the vendor is found guilty, the Rate Contract of the concerned vendor for the product in question will be cancelled and other appropriate legal action shall also be initiated against all concerned.

21.3. The aggrieved party against the order passed by the Director, IT, GoM may file an appeal to the Secretary, IT, GoM within 30 days of passing the order. The decision of the Secretary, IT, GoM shall be final and binding.

22. Resolution of disputes

22.1. The indenter/buyer and the Vendor shall make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or in connection with any of the or part of the terms and conditions of the contract.

22.2. If within thirty days from the commencement of such negotiations, the indenter/buyer and the Vendor have been unable to resolve dispute amicably, either party may referred it for resolution to the Director, IT, GoM who will decide it on merit.

22.3. An appeal against the order passed by the Director, IT, GoM may be referred to the Secretary, IT, Government of Maharashtra as a sole arbitrator whose decision shall be final and binding on both the parties.

22.4. Vendor or OEM’s liabilities under the contract will not exceed the price of the product and services supplied to the indenter/buyer.

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