

F. No. D-12019/1/2013-CC
GOVERNMENT OF INDIA
COMPUTER CENTRE
MINISTRY OF STATISTICS & PROGRAMME IMPLEMENTATION

East Block 10, R.K. Puram
New Delhi 110 066
Dated: 26th October 2016

E – TENDER NOTICE

Subject :- E- TENDER FOR ANNUAL MAINTENANCE CONTRACT OF COMPUTER HARDWARE, PERIPHERALS AND LAN SET UP IN THE COMPUTER CENTRE.

Computer Centre, Ministry of Statistics & Programme Implementation invites online tender under two bid system from System Service Providers (who meets the Eligibility Criteria of this document) for maintenance of Computer System Infrastructure as per Scope of Work followed by list of items for AMC of Computer Set-up housed in Computer Centre(MOSPI). **Manual bids shall not be accepted.**

2. Bids/Tenders should be submitted only online through Central Public Procurement Portal (CPPP): <http://eprocure.Gov.in/eprocure/app>. Tenderers/ Contractors are advised to follow the instructions provided in the Instructions to the Contractors/Tenderers for the e-submission of the bids online through the CPPP for e-Procurement at <http://eprocure.Gov.in/eprocure/app>.

3. Tender documents can be downloaded from Ministry's Website <http://www.mospi.nic.in> and CPP Portal <http://eprocure.Gov.in/eprocure/app>. Tenderer who has downloaded the tender from the BRO website <http://www.mospi.nic.in> and Central Public Procurement Portal (CPPP) website <http://eprocure.Gov.in/eprocure/app> shall not tamper/ modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered or modified in any manner, tender will be completely rejected and EMD will be forfeited and Tenderer will be banned for future.

4. EMD (Bid Security) : Rs. 25,000/- (Rupees Twenty Five Thousand)

5. Date & Time Of Publishing Of Tender : 26/10/2016; 10:00 HRS

6. Date & Time Of Pre-Bid Meeting: 03/11// 2016 ; 11:00 Hrs

7. Last Date & Time For Submission Of Bid: 15/11/ 2016; 12:00 Hrs

8. Date & Time For Opening Of Technical Bid: 15/11/2016;15:30 Hrs

9. Date & Time For Opening Of Financial Bid in respect of
Technically qualified Bidders only : To Be Conveyed Separately.

10. Validity of Bid : 180 Days From The Last Date Of Closing


(Hauliankap)

Under Secretary to the Government of India
T.No.26103956

Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the CPPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPPP, prepare their bids in accordance with the requirements and submitting their bids online on the CPPP. From: <http://eprocure.Gov.in/eprocure/app>

REGISTRATION:

- 1) Bidders are required to enroll on the e- procurement module of the Central Public Procurement Portal (URL: <http://eprocure.Gov.in/eprocure/app>) by clicking on the link "Online bidder Enrolment" on the CPPP which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as a part of the registration process. These would be used for any communication from the CPP portal.
- 4) Upon enrolment, the bidders will be required to register their valid digital Signature Certificate (Class 2 or Class 3 Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. sify/nCode/eMudhra tec.), with their profile.
- 5) Online one valid DSC should be registered by bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then may log in to the site through the secured log-in by using their user ID and password of the DSC/e-Token.

SEARCHING FOR TENDER DOCUMENTS:

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. To search for a tender published on the CPP.

- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS/e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

PREPARATION OF BIDS:

- 1) Bidder should take into account any corrigendum published on the Tender document before submitting their bids.
- 2) Please go through the Tender Advertisement and the tender document carefully to understand the documents required to be submitted. Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready their bid documents to be submitted as indicated in the Tender document/schedule and generally, they can be in PDF/XLS/RAR/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same, set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not to upload again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS:

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i. e. on or before the bid submission date & time. Bidder will be responsible for any delay due to other issues.

- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee/ EMD as applicable and enter details of the consumables.
- 4) Bidder should prepare the EMD of Rs.25000/- drawn on “PAY & ACCOUNTS OFFICER, M/o. Statistics & PI, New Delhi” from any nationalized/commercial bank or submit exemption letter registered with any Government of India agencies. The original DD should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the Tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission. Otherwise the uploaded bid will be rejected.
- 5) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 6) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded Tender documents become readable only after the tender opening by the authorized bid openers.
- 7) The uploaded tender document become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal) will be displayed with the bid no., date & time of submission of the bid with all other relevant details.
- 9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS:

- 1) Any query relating to the Tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the Tender.
- 2) Any queries relating to the process of online bid submission of queries relating to CPP Portal in general may be directed to the 24*7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 3070 72232.

SECTION 1: Eligibility Criteria of Bidders

1. Eligibility Criteria:

The bidder should be

- a) The Company (Private or Public Limited) with at least 5-years experience in providing Comprehensive Annual Maintenance Contract support for Servers, PCs, Printers, peripheral and IT network setup with consistent good record in reputed organizations.
- b) The bidders must have successfully carried out the job of Comprehensive Annual Maintenance of Computers with associated Software and LAN of at least two Government organizations/ PSUs.
- c) The bidder should have maintained at least network of minimum 75 PCs under single contract.
- d) The bidder should have the experience of providing satisfactory services for any or all of the makes of SUN, HP, IBM.
- e) The bidder should have an Average Annual Turnover of more than Rs. 4.00 Crores for the last three years 2012-13, 2013-14 & 2014-15 in respect of IT sales and services for maintaining IT infrastructure. This has to be substantiated by the Balance sheet of the Firm / Company for the relevant years duly certified by CA.
- f) The Bidder should have posted net profit in the last three financial years. The Certification to this effect must be certified by the CA.
- g) The bidder should have at least one of its service centre located in Delhi/NCR equipped with adequate infrastructures to satisfactorily execute the AMC Contract.
- h) The bidder should not have been blacklisted on any account by any government organization (Self certified copy may be enclosed).
- i) The bidder should submit all documentary evidences in support of the eligibility criteria. Failure of submission of any of the documents in Technical Bid will make the bid rejected as non-responsive. Computer Centre (MOSPI) will have the option to treat some documents as mandatory/optional in the benefit of the Computer Centre (MOSPI).

Note:

- **Computer Centre (MOSPI) can be shifted in the territory of Delhi/NCR. Thus, AMC Services are to be performed accordingly.**
- **Computer Centre (MOSPI) shall not be responsible for non-receipt/non-delivery of the tender documents due to any reasons whatsoever.**

SECTION 2: SCOPE OF WORK

The successful bidder shall maintain all the equipment as listed in Section 5 of the Tender document under a "List of items to be maintained under AMC" initially for a period of 2 (two) years. However order from Computer Centre (MOSPI) will be placed on annual basis based on the satisfactory performance of the services. It may further be extendable for third year on mutual agreement without increase in CAMC Cost. A formal letter from the Computer Centre (MOSPI) to this effect & acceptance from the vendor will suffice. The proposed AMC requires two type of maintenance support viz. Comprehensive Maintenance Support and Non-Comprehensive Maintenance Support.

2. The **comprehensive maintenance** shall cover:

2.1 Comprehensive Maintenance of Servers, Desktops, Laptops and Printers: These machines are to be maintained Comprehensively. The company has to provide the repairs/replacement of defective Parts, Assemblies and Sub-assemblies of these machines within the maintenance charges including plastic parts, printer belt, Teflon paper of printer, socket of printer, printer band, logic card, printer head, Tray, Daisy wheels, Printer roller, Tray & Door, Plastic parts, Printer belt, Transparency film, Sealed Magnetic media Plastic covers, Knobs, Tractors rods, Hard Disk, Fuser Assembly, Printer knobs, online buttons, gear, CPU along with mother board, FDD,DVD, HDD, RAM, SMPS, Monitor, Picture Tube etc. whichever applicable.

2.2 Non-Comprehensive Maintenance of all items (except Servers, Desktops,laptops and Printers which are covered under CAMC) listed under Section-5 of this Tender Document:

These items are required Troubleshooting and Repair (if possible) Service Support only to keep them in good working and clean condition. The Computer Centre has to provide the defective Parts, Assemblies and Sub-assemblies of these machines as per requirement based on the recommendation of the Expert Engineer(s) of the Vendor.

3. Periodic quarterly preventive maintenance.

4. Removal/ cleaning of virus thorough check-point end-point Security Suite installed in one of the server.

5. Installation/ Re-installation, Configuration/ Re-Configuration, Apply Patches of the Softwares associated with the Computer Systems.

6. Correcting Software faults as and when reported.

7. Assist in Assessment, Planning for Compliance and Implementation of IPv6.

8. The vendor shall depute one qualified resident Engineer having Degree/ Diploma in Computer Science/ Engineering or Computer Hardware with at least 2 years of experience. The vendor shall provide maintenance services on all working days i.e. Monday to Friday from 9.30 a.m. to 6.00 p.m. However, if needed by Computer Centre (MOSPI), such

services shall be provided by the vendor even on Saturdays/ Sundays and other holidays. The Resident Engineer should have mobile facility so that he can be contacted at site when in movement.

9. The vendor will maintain complaint details in respect of all user requests/ complaints. This will be a precondition for processing of Bills. Monthly review meeting regarding AMC between Joint Director (Operations) and Vendor will be a must to attend and sort out issues, if any with mutual discussion.

10. Safeguarding the Users' data before performing any operation on the Computer.

11. Maintaining item wise record of replacement/repair activities carried out on each equipment. The Computer Centre (MOSPI) may seek these details as and when required.

12. Replacement of Original Parts:

The faulty parts of the IT Equipments shall be replaced with new one of the Original Equipment Manufacturer (OEM) make only. In support of this the successful bidder will have to submit the Cash Memo/Bills from the OEM concerned. In case, if the faulty part(s) is not replaced with the prescribed OEM make part, the contract of the AMC shall be terminated and the performance security deposit shall be forfeited without assigning any reason/notice in this regard.

Section3: INSTRUCTIONS TO THE BIDDERS

1. Clarification of Bids

To assist in the examination, evaluation and comparison of bids, the Computer Centre (MOSPI) may, at its discretion, ask the Bidder(s) for clarification(s) of the bid. The request for clarification and the response shall be in writing.

2. Effect and Validity of Offer

- a) The submission of any offer connected with these specifications and documents shall constitute an agreement that the tenderer shall have no cause of action or claim, against Computer Centre (MOSPI) for rejection of his offer. Computer Centre (MOSPI) reserves the right to reject or accept any offer or offers at its sole discretion and any such action will not be called into question and the tenderer shall have no claim in that regard against the maintenance service.
- b) The offer shall be kept valid for acceptance for a minimum period of 90 (ninety) calendar days from the date of opening of Financial Bid.
- c) The offer shall be deemed to be under consideration immediately after they are opened and until such time the official intimation of award of contract is made by Computer Centre (MOSPI) to the tenderer. While the offer is under consideration, if necessary, Computer Centre (MOSPI) may obtain clarification on the offer by requesting for such information from any or all the tenderers either in writing or through personal contacts as maybe considered necessary. Tenderer shall not be permitted to change the substance of their offer, after the offer has been opened.
- d) Computer Centre (MOSPI) shall not be responsible for any delay in submission of the tender bids. The offer submitted by the bidder through telex/telegram/fax or e-mail would not be considered as a valid offer. No further correspondence will be entertained in this matter
- e) In the event, the vendor's company or concerned division of the company is taken over by another company, all the obligation under the agreement with Computer Centre (MOSPI) shall be passed on to the new company/division for compliance by the new company on the negotiations. The Registration number of the firm along with CST/WCT/TIN/PAN number allotted by the Sales Tax authorities shall invariably be given in the tender.
- f) In case of tenderers whose tenders are not considered for placing order, the earnest money deposit shall be refunded without any interest within one month of the decision.

3. Tender Opening/ Evaluation and Selection of Bidder.

Tender Evaluations Committee (TEC) will open and evaluate all the bids as per the

procedure of Government of India in the presence of bidders or their representatives, who wish to be present. Based on Eligibility Criteria mentioned in this document, Technical bids will be evaluated. If required, the TEC will visit and inspect the infrastructure of the bidders (who meets the eligibility criteria only) for verification of service-providing-facilities of the vendor. The TEC may examine strength of the service support in terms of qualified engineers, spare parts stock, repair facilities and MIS at vendor's place. After inspection of the infrastructure of the Vendors, the TEC will short-list the Vendors for opening of the financial bids.

Only technically suitable bidder will be informed by post/fax/phone/email about the opening of the Financial Bid at appropriate time. Thereafter, the Financial Bids of only those vendors who are found technically suitable by the TEC, shall be opened in the presence of the technically suitable bidder or their representatives, who wish to be present. The technically suitable bidder who offers the lowest price will be selected for award of the Contract.

However, Competent Authority of Computer Centre (MOSPI) reserves the right to award the contract to any of the bidders irrespective of not being lowest, taking into consideration the interest of Computer Centre (MOSPI) and in this respect, decision of the Competent Authority of Computer Centre (MOSPI) shall be final.

4. Signing of Agreement

The successful bidder(s) shall execute an Agreement as per the format prescribed by Computer Centre (MOSPI) based on this Tender Document and agreed Terms and Conditions. After the expiry of agreement, Computer Centre (MOSPI), **based on the performance of the services offered and on its sole discretion, may offer the successful bidder to extend the CAMC contract for another two-year period on annual basis.**

Section 4: TERMS AND CONDITIONS OF THE CONTRACT

1. Performance Guarantee Bond & Security Deposit

a) After an 'Acceptance of tender' is issued by Computer Centre (MOSPI), the successful bidder shall be required to submit a Performance Guarantee Bond & Security Deposit of 10% of annual contract value (BG) from a nationalized/commercial bank. This will be done within 15 days from the receipt of the acceptance of the award of contract. Performance Security shall remain with Computer Centre (MOSPI) for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligation. No interest shall be paid on the Security Deposit amount.

b) If the vendor, having been called upon by Computer Centre (MOSPI) to furnish Performance Guarantee Bond, fails to furnish the same, it shall be lawful for Computer Centre (MOSPI) that the EMD made by the bidder will be forfeited.

c) On performance and completion of the contract in all respects, the Performance Guarantee Bond will be returned to the vendor without any interest.

2. Deployment of Engineers and Other Personnel

a) The bidder shall depute qualified and cultured resident-engineer at site of the Computer Centre. In case of absence of an engineer, substitute shall be provided by the bidder. The bidder shall furnish names, designations, qualification, experience and mobile number of deputed engineer. Resident Engineer should be well experienced in maintenance of all types of Servers (particularly SUN, IBM, HP and HCL), PCs, peripherals, network cabling, Software such as Windows, Linux and Anti Virus, and TCP/IP networking. The engineer must report every day at 9:30 a.m. to the In-charge (Operation Unit), Computer Centre and mark attendance. The engineers shall be changed only after prior approval of the In-charge, during maintenance period. The engineer may be assigned duties depending on the requirements.

b) The deputed engineers may also be engaged in providing software support services on all PCs of the Computer Centre (MOSPI) including those in warranty. The services will however remain limited to formatting of PCs, installation of commonly used software including AV, OS and configuring network, Email etc.

3. Delivery of Services

a) The vendor shall deliver/provide the services through Resident Engineer or Back-End Expert Engineers at the office of Computer Centre (MOSPI), New Delhi.

b) The vendor will have to do preventive maintenance of Servers/Desktops/Laptops/Printers/Network etc. at least once in each quarter. Reports to this effect will be submitted by the vendor to the In-charge, Operation Unit of the Computer Centre in each quarter.

c) The Resident Engineer should be qualified and expert in the area of Networking, Computer, Printers repairing/replacement. He will also be required to provide such services for events like conferences, presentation, etc., organized by Computer Centre (MOSPI). Apart from above, the Resident Engineer must be well equipped with Maintenance Kit comprising of screw driver set, crimping tool, LAN tester, Laser light, CMOS battery, Recovery CDs (wherever possible) and Brushes etc.

d) In case the equipment is down continuously for duration more than as given in **Annexure IV** because of faulty parts in a system, vendor shall have to replace the faulty system by another working system having similar or higher configuration without any further cost to Computer Centre (MOSPI). If however, replacement is not done by the vendor then the penalty will be levied as per Section 4, unless genuine and convincing reason is submitted to Computer Centre (MOSPI), New Delhi.

4. Call attendance and Penalty

The company has to rectify the call within 24 hours of call placement and provide the service/solution to keep the machine up. The company will provide replacement of machine of same or higher configuration when machine is not working after the period mentioned in **Annexure IV**. Penalty charges will be as follows.

a) **Period & Penalty Charges for Computer, printer, laptop and peripherals after the expiry of maximum time as per Annexure IV**

| | |
|-----------------|---|
| Up to 7 Days - | 25% of the AMC cost of the equipment for the quarter |
| 8-15 days - | 50% of the AMC cost of the equipment for the quarter |
| 16-30 days - | 80% of the AMC cost of the equipment for the quarter |
| Above 1 month - | 100% of the AMC cost of the equipment for the quarter |

b) **Period & Penalty Charges for Server.**

| | |
|-----------------------|---|
| 9 Hours to 24 hours - | 25% of the AMC cost of the equipment for the quarter |
| 24 Hours to 3 days - | 50% of the AMC cost of the equipment for the quarter. |
| 3 days to 7 days - | 80% of the AMC cost of the equipment for the quarter |
| Above 7 days - | 100% of the AMC cost of the equipment for the quarter |

c) Penalty for **absence of Resident Engineer** @ Rs. 500/- Per day will be deducted from the quarterly bill submitted by the vendor.

5. Payment of AMC Charges

a) No part of the contract price shall become due or payable until the vendor has delivered and provided service to the complete satisfaction of Computer Centre (MOSPI). Payment for the contract will be processed on quarterly basis only after receiving bill from the service provider attached with performance report for the quarter from In-charge, Operation Unit, Computer Centre (MOSPI). Processing will be effective after the expiry of said period as per the rates quoted in commercial terms and (agreed mutually) on the basis of **actual working machines**. The payment is subject to necessary deduction towards penalty for down time of machines. A pre-receipted bill shall be submitted in duplicate to the Head of office, Computer

Centre (MOSPI), New Delhi. The Bill must accompany the 'Performance Report', as above.

b) Vendor should be ready to accept payment through Electronic Clearing System (ECS).

6. Termination of Agreement

The Computer Centre (MOSPI) may terminate the agreement by giving a written one-month advance notice to the Service Provider, without compensation to the Service Provider and/or other suitable action, if:

- a) The Service Provider becomes bankrupt or is otherwise declared insolvent;
- b) The quality of services rendered to Computer Centre (MOSPI) gets degraded and/or not up to satisfaction of Computer Centre (MOSPI).
- c) If at any stage, it is found that the parts supplied by the maintaining agency are duplicate or of inferior quality, the AMC may be summarily terminated and the Bank Guarantee may be revoked and Computer Centre (MOSPI) may take any other suitable action.

7. Other Terms and Conditions

a) The tenderer must ensure that the conditions laid down for submission of offers detailed in the bid document are completely and correctly fulfilled. Tenders, which are not complete in all respect as stipulated above, may be summarily rejected.

b) It will be imperative on each tenderer to fully acquaint him of the entire local conditions and factors which would have effect on the performance of the contract and cost. Computer Centre (MOSPI) shall not entertain any request for clarification from the tenderer regarding local conditions. No request for the enhancement in price shall be entertained after the bidder has accepted the offer.

c) In the evaluation and comparison of bids, Computer Centre (MOSPI) reserves the right to reject any or all tenders.

d) Computer Centre (MOSPI) reserves the right to increase/decrease the quantity of items as mentioned in this tender document at the time of award of work or at a later stage.

e) Computer Centre (MOSPI) shall not be responsible for any delay, loss or non-receipt of tender documents or any other related document sent by post.

f) All disputes, if arise during the contract period shall be mutually discussed in order to resolve the same, failing which regular Courts at Delhi/New Delhi only will be have jurisdiction to adjudicate upon the matter.

g) Items presently under warranty may also be included at the same unit rate on pro rata charges basis for the remaining AMC period when the Warranty is over.

h) The maintenance shall be done in the office premises of the Computer Centre. However, if it becomes necessary to take out the faulty equipment to the workshop a Gate pass for shifting of equipment should be obtained by the Resident Engineer from In-Charge of Operation Unit.

i) In case the repair of equipment takes more than 24-hours standby equipment should be made available to the user concerned.

j) In case, replacement of part become necessary, the part of the same make and at least the same configuration as in the original hardware shall be used. A document containing details of all such replacements is to be maintained separately.

k) The maintaining agency shall provide, at its cost, complete required tool kit and accessories for maintaining hardware, software and passive network to deputed engineers.

l) The Computer Centre (MOSPI) reserves the right to depute a third party to audit the replacements made in the equipment under CAMC or take any other such action as it may deem fit necessary to evaluate and control the quality of services rendered by the selected bidder.

m) No transportation charges will be payable to the maintenance agency for site visits carried out by agency personnel in the course of carrying out maintenance work.

n) The consumable items may be procured by Computer Centre (MOSPI) independently and will be issued to the identified bidder for carrying out various works under AMC.

o) The Computer Centre (MOSPI), if deems necessary, may evaluate the infrastructure availability and suitability of the bidder through inspections to be carried out by a team to be deputed by Computer Centre (MOSPI) before awarding the Contract.

8. Safety Measures

a) The Vendor shall take all precautionary measures in order to ensure the safety of their personnel (his representative, agent, workmen) working in the office while executing the work.

b) The Vendor shall ensure that unauthorized careless or inadvertent operation of installed equipment, which may result in accident to their staff and / or damage to the equipment, does not occur.

c) The vendor shall assume all liability for and give to Computer Centre (MOSPI) the complete indemnity against all actions, suits, claims, demands cost charges or expenses arising out of and in connection with any accident, death or injury, sustained by any of their person or persons within the office premises and any loss or damage to Computer Centre (MOSPI)' property sustained due to the act or omissions of the vendor irrespective of whether such liability arises under the workmen compensation act or any other statute in force from time to time.

9. Settlement of Dispute and Arbitration proceedings.

9.1 If any dispute or difference of any kind whatsoever shall arise between the Computer Centre (MOSPI) and Vender in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

9.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Computer Centre (MOSPI) or the Vendor may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

- 9.2.1 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.
- 9.2.2 Arbitration proceedings shall be conducted as per "Arbitration and Reconciliation Act, 1996" in the Courts at Delhi/ New Delhi.

SECTION – 5:List of items to be maintained under AMC.

5.1. List of items to be maintained under Comprehensive Annual Maintenance Contract:

5.1.A. SERVERS

| Sl. No. | Items | Total quantity of Servers | | Total quantity to be put under CAMC |
|----------------------|---|---------------------------|----------------|--|
| | | Total | Under Warranty | |
| 1 | SUN Micro-System V890 with Storage edge 6130-cu-fc and LTO-3 tape drive (Commissioned in 2006) Sun Solaris 10.0 Oracle 10g/11g (without ATS) Cognos 8 (without ATS) | 2 | 0 | Likely to be replaced by Blade Server. |
| 2 | IBM Xeon E-7-4820 (Commissioned in 2012) Windows Server 2008 Oracle or MS-SQL Apache Server | 1 | 0 | 1 |
| 3 | HCL Xeon E7220 (Commissioned in 2010) Windows Server 2008 ATL System Software Check-Point End-Point Security Suite | 2 | 0 | 2 |
| 4 | HP Proliant ML-350 (Commissioned in 2007) Windows Server 2003 MS-SQL 2005 VB Net 2008 | 2 | 0 | Likely to be replaced by Blade Server |
| Total Servers | | 7 | 0 | 7 |

5.1.B. DESKTOPS

| Sl. No. | Items | Total quantity of desktops | | Total quantity to be put under CAMC |
|-----------------------|--|----------------------------|----------------|---------------------------------------|
| | | Total | Under warranty | |
| 1. | Hp-Comp P-IV (2004) Windows XP, MS Office | 2 | 0 | Likely to be replaced by new desktop. |
| 2. | PC +(2004) Windows 2000, MS Office. | 1 | 0 | -do- |
| 3. | HCL P-IV (2005) Windows XP, MS Office. | 4 | 0 | -do- |
| 4. | HP DX 2280 (2007) Windows XP, MS Office 2007. | 21 | 0 | -do- |
| 5. | HP Proliant ML-110 (2007) Windows XP, MSOffice 2007 | 4 | 0 | -do- |
| 6. | HP-7900 Core TM2 (2010) Windows 7, MSOffice 2007 | 2 | 0 | 2 |
| 7. | HP-8000 Core TM2 (2010) Windows 7, MSOffice 2007 | 10 | 0 | 10 |
| 8. | HP-8100 i5 (2011) Windows 7, MSOffice 2007 | 20 | 0 | 20 |
| 9. | HP-8100 i5 (2012) Windows 7, MSOffice 2007 | 5 | 0 | 5 |
| 10. | HP-8200 i5 (2012) Windows 7, MS Office 2007 | 6 | 0 | 6 |
| 11. | HP-8300 i7 (2013) Windows 7, MSOffice 2010 | 5 | 0 | 5 |
| 12. | HP-8300 i7 (2014) Windows 8, MSOffice 2013 | 6 | 6 | Under warranty upto March, 2017 |
| 13. | HP Elite 800 G-1, SSF (2014) Windows 8.1, MSOffice 2013 | 3 | 3 | Under warranty upto December, 2017 |
| Total Desktops | | 89 | 09 | 80 |

5.1.C. PRINTERS

| Sl. No. | Items | Total quantity of printers | | Total quantity to be put under CAMC |
|-----------------------|-------------------------------|----------------------------|----------------|-------------------------------------|
| | | Total | Under warranty | |
| 1. | HP LaserJet-2420dn (2003) | 2 | 0 | 2 |
| 2. | HP LaserJet-1150 (2003) | 2 | 0 | 2 |
| 3. | HP LaserJet-1160 (2004) | 1 | 0 | 1 |
| 4. | HP LaserJet-3390 (2007) | 3 | 0 | 3 |
| 5. | HP LaserJet-P3005d (2007) | 1 | 0 | 1 |
| 6. | HP LaserJet-P2015 (2007) | 3 | 0 | 3 |
| 7. | HP LaserJet-M2727nf (2010) | 5 | 0 | 5 |
| 8. | HP LaserJet-1606dn (2011) | 12 | 0 | 12 |
| 9. | Xerox Work Centre-3210 (2012) | 5 | 0 | 5 |
| 10. | HP LaserJet – 2055dn (2012) | 1 | 0 | 1 |
| Total Printers | | 35 | 0 | 35 |

5.1.D. LAPTOP

| Sl. No. | Items | Total quantity of printers | | Total quantity to be put under CAMC |
|----------------------|-----------------------|----------------------------|----------------|-------------------------------------|
| | | Total | Under warranty | |
| 1. | HP (2007) | 2 | 0 | 2 |
| 2. | IBM – ThinkPad (2010) | 3 | 0 | 3 |
| 3. | HP i7 (2013) | 2 | 0 | 2 |
| 4. | HP Pro i3 (2015) | 2 | 2 | Under warranty upto Sep-2018 |
| Total Laptops | | 09 | 02 | 07 |

5.2 List of items to be maintained under NON-Comprehensive annual maintenance contract:

| Sl.No. | Items | Total quantity of Misc. Items | | Total quantity to be put under NON-CAMC |
|--------|--|-------------------------------|------------------|---|
| | | Total | Under warranty | |
| 1. | HP Scanners (2007 & 2013) | 2 | 0 | 2 |
| 2. | Network Devices – <ul style="list-style-type: none"> • Cisco Router (2011) • Checkpoint UTM (2013) • Cisco L3 Core Switch (2013) • Cisco L2 Edge Switch (2012) | 1 1 1 2 | 0 0 0 0 | 1 1 1 2 |
| 3. | HDX-7000 VC Equipment (2012) | 1 | 0 | 1 |
| 4. | Projectors – <ul style="list-style-type: none"> • Globus GD30X (2012) | 1 | 0 | 1 |
| 5. | LCD Monitors – <ul style="list-style-type: none"> • Samsung (2011) • LG (2012) | 1 2 | 0 0 | 1 2 |
| 6. | EMC ² Clarion SAN (2010) | 1 | 0 | 1 |
| 7. | ATL with 2 SAN Switch (2010) | 1 | 0 | 1 |

SECTION – 6: CONTRACT AGREEMENT FORM

AGREEMENT BETWEEN Computer Centre (MOSPI) AND M/s-----PVT LTD.

This agreement made on this day-----between the President of India acting through Head of Department (HOD), Computer Centre (MOSPI), Government of India (herein after referred to as the “Computer Centre (MOSPI)”) of one part and-----
-----of the Second part.

Whereas the M/s----- represented to the Computer Centre (MOSPI) that he is having the required technical resources and infrastructure for comprehensive maintenance of Servers, PCs, and Printers etc.

And Whereas the Computer Centre is desirous of availing the service of M/s-----
-----for On Site Annual Maintenance Contract for Computer Systems, Peripherals and LAN set-up at Computer Centre (MOSPI), New Delhi -1100 66.

Now it is hereby agreed by and between the parties here to as follows.

1. The Tender Document No. D-12019/1/2013 Dated.....attached hereto shall be deemed to form an integral part of this agreement.
2. The mutual right and obligations of the Computer Centre (MOSPI) and M/s..... shall be as set forth in the Contract, in particular;
 - (a) M/s shall carry out and complete the Services in accordance with the provisions of the Contract; and
 - (b) The Computer Centre shall make payment to the M/s..... in accordance with the provisions of the Contract.
3. This agreement constitutes legal, valid and binding obligations enforceable against it in accordance with the terms hereof.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

| | |
|---|--|
| | |
| Signed by HOD Computer Centre (MOSPI) For and on behalf of the President of India | Signed by Authorized Representative For and on behalf of M/s..... |
| In Presence of: | In Presence of: |

BID PROPOSAL SHEET/FORWARDING LETTER

Tenderer's Proposal Reference No. &Date:

Tenderer's Name &Address:

Name & Designation of contact person:

Telephone No.:

FaxNo.:

E-MailId:

To

The Head of Office

Computer Centre (MOSPI),

East Block -10, R.K.Puram,

New Delhi-110066

**Subject: On Site Annual Maintenance Contract for Computer Systems, Peripherals and LAN set-upat
ComputerCentre (MOSPI), NewDelhi-110066.**

Dear Madam,

We ,the undersigned Tenderers, having read and examined in detail the specifications and scope of the work as specified in the tender document and all other bidding documents in respect of AMC of Servers, Desktops, Laptops, Printers, Laptops, Scanners etc. housed in the Computer Centre (MOSPI), New Delhi do here by propose to provide the maintenance services as in the bidding document.

PRICE AND VALIDITY

All the prices mentioned in our proposal are in accordance with the terms as specified in bidding documents. All the prices and other terms and conditions of this proposal are valid for a period of 90 calendar days from the date of opening of financial bids.

EARNEST MONEY

We have enclosed the required earnest money in the form of Bank Draft/Pay Order/----- in the Technical Bid. The details are as under:

Earnest Money Amount: Rs-----

DD/Pay Order No.

Date

Bank and Branch

DEVIATIONS

We declare that all the services shall be performed strictly in accordance with the Technical specifications and terms mentioned in the Tender document. No Technical deviation will be acceptable and any technical deviation is liable to the rejection of tender.

BID PRICING

We further declare that the prices stated in our proposal are in accordance with your Terms & Conditions in the bidding document. We further understand that the quantities as specified in this Tender may increase or decrease at the time of Award of Purchase Order or at a later stage as per the requirements of Computer Centre (MOSPI).

QUALIFYING DATA

We confirm that we satisfy the qualifying criteria and have attached the requisite documents as documentary proofs. In case you require any further information/documentary proof in this regard during evaluation of our bid, we agree to furnish the same in time to your satisfaction.

CONTRACT PERFORMANCE SECURITY

We hereby declare that in case the contract is awarded to us, we shall submit the Performance Guarantee Bond in the form of Bank Guarantee for the amount of 10% of the total order value.

We hereby declare that our proposal is made in good faith, without collusion or fraud and the information contained in the proposal is true and correct to the best of our knowledge & belief.

We understand that the Computer Centre (MOSPI) is not bound to accept the lowest or any bid that it may receive.

Thanking you,

Yours faithfully,
(Authorized Signatory)

Date:

Name:

Place:

Designation:

Business Address:

Seal

Technical Bid

| S.N | Description of Company/Firm | Detailed to be filled up | Page Number of this tender document where copy/certificate is attached |
|-----|---|--------------------------|--|
| 1. | Name of Firm/Company | | |
| 2. | Address | | |
| 3. | TelephoneNo. | | |
| | Mobile | | |
| | Fax: | | |
| | E-Mail | | |
| 4. | Type of Organization (Whether sole proprietorship/ partnership/private limited or limited) | | |
| 5. | Name of the Proprietor/Partners/Directors of the Organization/Firm | | |
| 6. | Service Tax No &VAT Nos. of the Firm. | | |
| 7. | TAN number of the firm/company | | |
| 8. | PAN number of the firm/company | | |
| 9. | Work Experience For providing 05 years experience in the maintenance (Attached Documentary proof in support of claim) | | |
| 10. | Total number of Engineers working in the Organization | | |

| | | | |
|----|--|--|--|
| 11 | Whether EMD submitted or not (Indicate the DD No. and date with amount of the EMD)- Yes/No | | |
| 12 | Average annual turn over of the Company in the last three years with the details of the Net Profit & Loss duly certified by CA. | | |
| | 2012-13 | | |
| | 2013-14 | | |
| | 2014-15 | | |
| 13 | ITR of Company for the last three years, 2012-13, 2013-14 & 2014-15 (Proof enclosed) | | |
| 17 | Financial capability cum bank Solvency letter | | |
| 18 | Service Centre in Delhi/NCR. (Proof enclosed) | | |

(Authorized Signatory of the firm)

Details of the Resident Engineer to be posted at Computer Centre (MOSPI) for rendering AMC Support Services

| Resource Type | Qualification | Experience | Mobile No. (if available, otherwise to be provided later) | Remarks |
|----------------------|----------------------|-------------------|--|----------------|
| Resident Engineer | | | | |

- Resident Engineer may also be engaged in providing software support services on all the Servers and PCs of the Computer Centre (MOSPI) including those in the warranty.

(Authorized Signatory)

Quality of Service Offered

| Item | Service Time in which machine functionality restored | |
|----------|--|---------|
| | Expected | Offered |
| Servers | 08hours. | |
| Desktops | 24 hours | |
| Laptops | 24 hours | |
| Printers | 48 hours. | |

(Authorized Signatory)

Financial Bid**A. Service Support Charge of Resident Engineer including Mobile, transportation, etc.**

| Resource Type | No. of Resource | Amount Per Annum (Rs.) | Taxes, if any (Rs.) | Total Annual Cost towards Resident Engineer (Rs.) |
|-------------------|-----------------|------------------------|---------------------|---|
| Resident Engineer | 1 | | | |

B. Comprehensive System Maintenance cost (including Service Charge of Installation, Configuration, Troubleshooting of the Associated System Software and excluding Service Support Charge of Resident Engineer)

| S. No. | Name of items | Total quantity to be put under CAMC | Unit rates per annum (Rs.) | Taxes if any (Rs.) | Total amount per annum (Rs.) |
|--------|---|-------------------------------------|----------------------------|--------------------|------------------------------|
| 1. | SUN Micro-System V890 with Storage edge 6130-cu-fc and LTO-3 tape drive Sun Solaris 10.0 Oracle 10g/11g (without ATS) Cognos 8 (without ATS) | 2 | | | |
| 2. | IBM Xeon E-7-4820 Windows Server 2008 Oracle or MS-SQL Apache Server | 1 | | | |
| 3. | HCL Server Xeon-E7220 Windows Server 2008 ATL System Software Check-Point End-Point Security Suite | 2 | | | |
| 4. | HP Server Proliant ML-350 Windows Server 2003 MS-SQL 2005 VB Net 2008 | 2 | | | |
| 5. | Desktops HP/HCL with pre-loaded Window OS and MS-Office | 80 | | | |
| 6. | Laptop | 7 | | | |
| 7. | Printers Laser Jet | 35 | | | |
| | TOTAL | | | | |

C. List of items to be maintained under NON-Comprehensive annual maintenance contract:

| Sl.No. | Items | Total quantity to be put under CAMC | Unit rates per annum in Rupees | Taxes if any in Rupees | Total amount per annum in Rupees |
|--------|--|-------------------------------------|--------------------------------|------------------------|----------------------------------|
| 1 | HP Scanners (2007 & 2013) | 2 | | | |
| 2 | Network Devices – Cisco Router (2011) Checkpoint UTM (2013) Cisco L3 Core Switch (2013) Cisco L2 Edge Switch (2012) | 1 1 1 2 | | | |
| 3 | HDX-7000 VC Equipment (2012) | 1 | | | |
| 4 | Projectors – Globus GD30X (2012) | 1 | | | |
| 5 | LCD Monitors – Samsung (2011) LG (2012) | 1 2 | | | |
| 6 | EMC ² Clarion SAN (2010) | 1 | | | |
| 7 | ATL with 2 SAN Switch (2010) | 1 | | | |
| | TOTAL | | | | |

Total Annual Cost towards maintenance (A+ B+C) = Rs.

(Authorized Signatory)