

## LETTER OF INVITATION

**Subject: On Site Annual Maintenance Contract for Computer Systems, Peripherals and LAN set-up at Computer Centre (MOSPI), New Delhi -1100 66.**

The Computer Centre (MOSPI) invites sealed tenders 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 the Computer Centre (MOSPI) for two years on annual basis, extendable further for one year. However, the period of AMC can be reduced, if required, in the interest of the Computer Centre (MOSPI).

2. All interested eligible bidders are requested to submit their bids duly filled in as per the criteria given in this document:
  - Technical Bid and EMD of **Rs. 50 Thousand (Demand Draft of Rs. 50 Thousand)** in favor of Pay and Accounts Officer, Ministry of Statistics and PI) should be sealed in a separate envelope subscribing "Technical Bid for On Site Annual Maintenance Contract of Computer Systems, Peripherals and LAN Set Up at Computer Centre (MOSPI)".
  - Commercial Bid should be sealed in a separate envelope subscribing "Commercial Bid for On Site Annual Maintenance Contract of Computer Systems, Peripherals and LAN Set Up at Computer Centre (MOSPI)".
  - Both Technical and Commercial Bid envelopes should be enclosed and sealed in a separate envelope subscribing the "Tender for On Site Annual Maintenance Contract of Computer Systems, Peripherals and LAN Set Up at Computer Centre (MOSPI)".
  - The sealed envelope (containing the envelopes of Technical Bid along with EMD and Financial Bid) should reach to the Head of Office, Computer Centre (MOSPI), East Block - 10, R.K.Puram, New Delhi- 110066 by 3 p.m. on DD.MM.2013 and shall be opened on same day at 3.30 pm. One representative of the firm may be present at the time of opening of the Technical Bid.

*Copy to: DD (web site) with the request  
to upload the tender document  
on the site given in  
the first page.*

Yours truly,

*Shakun Pardasani*  
(SHAKUN PARDASANI)

Under Secretary to Government of India/  
Head of the Office



**REQUEST FOR PROPOSAL**  
**for**  
**ANNUAL MAINTENANCE CONTRACT**  
**of**  
**COMPUTER HARDWARE, PERIPHERALS AND LAN SET UP**

Tender Reference Number	D-12019/1/2013-CC
Tender Document Available At	<a href="http://www.mospi.gov.in">www.mospi.gov.in</a> , <a href="http://eprocure.gov.in">http://eprocure.gov.in</a>
Date of Issue of Tender	06 <sup>TH</sup> MAY 2013
Last Date and Time of Submission of Tender (on or before)	27 <sup>TH</sup> MAY 2013 AT 3:00 PM
Date and Time of Opening of Tender	27 <sup>TH</sup> MAY 2013 AT 3:30 PM
Date and Time of Opening of Financial Bid	27 <sup>TH</sup> MAY 2013 AT 3:30 PM
The bidder may inspect the hardware/software at their own cost during the working hours before quoting the rates and obtain relevant information on matters effecting execution of the work. The rates quoted will be final. Contact Person.	Joint Director (Ops) Tel: 26196058

**Government of India**  
**Computer Centre,**  
**Ministry of Statistics and PI**  
**East Block – 10, R. K. Puram, New Delhi – 110066**

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2. All interested eligible bidders are requested to submit their bids duly filled in as per the criteria given in this document:

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Yours truly,

(SHAKUN PARDASANI)

Under Secretary to Government of India/  
Head of the Office

## **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 Turn over of more than Rs. 4.00 Crores for the last three years 2009-10, 2010-11 & 2011-12 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).

## 2. Schedule of Invitation to Tender

(a)	Name & Address of the Client	Deputy Director General Computer Centre (MOSPI), East Block – 10, R. K. Puram, New Delhi - 110066
(b)	Locations where TEC will open the Tenders on 15 MAY 2013 at 3:30.	Conference Hall, Level – 2 Computer Centre (MOSPI), East Block – 10, R. K. Puram, New Delhi - 110066
(c)	Locations where the CAMC Services are to be performed	Computer Centre (MOSPI), East Block – 10, R. K. Puram, New Delhi – 110066.
(d)	Date till which the Tender is valid	90 Days from the date of opening of Financial Bid

### 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**

### **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-insttation, 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.
7. 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.
8. 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.
9. Safeguarding the Users' data before performing any operation on the Computer.
10. 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.
11. **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.



### **Section 3: INSTRUCTIONS TO THE BIDDERS**

#### **1. General instructions**

The offers complete in all respect, in prescribed formats, should be submitted on or before the time and date fixed for the receipt of offers as set forth herewith in the tender documents. Offers received after stipulated time and date shall be summarily rejected.

#### **2. Deposit of Earnest Money**

- a) Tenders submitted without Earnest Money deposit shall be rejected.
- b) The bidder shall be required to deposit Earnest Money of **Rs. 50 Thousand** through Bank Draft/Pay Order drawn in favor of the **Pay and Account Officer, Ministry of Statistics and PI, payable at New Delhi from any commercial banks in an acceptable form. The EMD must accompany the "Technical bid"** otherwise the offer shall not be considered.
- c) The EMD shall remain deposited with Computer Centre (MOSPI) till the period of validity of offer.
- d) No interest shall be payable by the Computer Centre (MOSPI) on EMD.
- e) The EMD deposit is liable to be forfeited, if the tenderer withdraws, amends, impair or derogates from the tender in any respect, within the period of validity of his offer.
- f) The EMD of the successful tenderer shall be returned after the Contract Performance Guarantee is furnished by him.
- g) If the successful tenderer fail to furnish Contract Performance Guarantee then the EMD shall be liable to be forfeited by Computer Centre (MOSPI) and Computer Centre (MOSPI) will have the choice to award the contract to second lowest bidder.

#### **3. Last date for Submission of Tender Document: DD.MM.2013 (03:00 PM).**

#### **4. Submission of Bid**

- a) The bidder should submit bids in two parts viz. 'Technical Bid' and 'Commercial Bid'. The Technical Bid should be sealed in a separate sealed envelope along with DDs for EMD subscribing 'Technical Bid' and 'Commercial Bid' should be sealed in a separate sealed envelope subscribing 'Commercial-Bid'

Both Technical and Commercial Bid envelopes should be enclosed and sealed in a separate envelope marked as 'Bid for On-site Annual Maintenance Contract of Computer Systems, Peripherals and LAN Setup in the Computer Centre (MOSPI). The bid should be addressed to:

**Head of Office,  
Computer Centre (MOSPI),  
East Block-10, R.K.Puram, New Delhi-66**

- b) Each page of the bids shall be numbered. It must bear the signature and seal of the tenderer at the bottom. All offers shall be either typewritten or written neatly in indelible ink. Any correction should be properly authenticated.

### **5. Technical Bid**

The Technical bid must be submitted in a **BINDING REPORT FORMAT** containing the documents arranged and labeled as per the following index. **It may be noted that if the documents of Technical Bid are found without binding, the same shall be summarily rejected.**

- a) Covering letter duly signed by the authorized person (Annexure –I).
- b) DD/Pay Order towards Earnest money.
- c) Company Profile as per format in Annexure – II.
- d) Documentary evidences in respect of eligibility criteria. Each document should be labeled on the top right so as to indicate the eligibility criteria serial number.
- e) Compliance to all terms and conditions laid down in this Tender Document.
- f) Compliance to the Scope of work laid down in this Tender Document.
- g) Detail of the Manpower proposed to be posted at Computer Centre (MOSPI), New Delhi, for rendering AMC services (Annexure –III).
- h) Quality of Service Offered (Annexure –IV).
- i) Arrangements proposed by the bidder for ensuring replacements of parts with non-spurious items i.e. original equipment.

Failure of submission of any of the document 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: Technical Bid with loose or unlabeled papers will be summarily rejected.**

## **6. Financial Bid**

The Financial bid should be according to the format given in the Tender Document. It should be ensured that no required value against an item is missed. If the bidder does not want to charge for an item the value must be filled as ZERO. All totals should be correct. The financial bid should contain followings:

- a) Covering Letter from the Bidder duly signed with official seal.
- b) Unit rate of Maintenance charges on yearly basis against the machines as indicated in Section -5.
- c) Taxes, if any must be indicated.
- d) Total bid amount in terms of INR for a year covering all the machinery as indicated in the Section - 5.
- e) The Financial Bid shall be opened only for the technically suitable vendors on specified date and time in Computer Centre (MOSPI). One representative from the company may be present, if they desire so, at the opening of the Financial Bid.
- f) Computer Centre (MOSPI) will select the vendor on the basis of overall lowest bid quoted by technically suitable bidder. The decision of the Computer Centre (MOSPI) arrived at as above, shall be final and representation of any kind shall not be entertained on the above. Any attempt by any vendor to bring pressure of any kind may disqualify the vendor for the present tender and the vendor may be liable to be debarred from bidding for the Computer Centre (MOSPI) tenders in future for a period of three years.
- g) It shall be opened for Computer Centre (MOSPI) to reject even the lowest bidder, in the interest of the Computer Centre and no reason need to be given thereof.

## **7. 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.

## **8. 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 may be 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. In the case of tenderers whose tender are accepted for placing the order, tenderers shall give Security Deposit equivalent to 10%(ten percent)) of the value of the annual contract as security deposit/performance guarantee, which will be valid for the entire period of the contract plus two months.

## **9. 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. First of all, 'Technical Bids' part will be opened by the TEC at the notified location on 15 MAY 2013 at 3:30 p.m. 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.**

## **10. 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 one-year period.**

## **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 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 mention 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 downtime 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. Extension of CAMC Period**

The CAMC can be further extended on mutual agreement for another year or part thereof on pro-rata charges basis on satisfactory performance. No supplementary agreement is necessary for this. A formal letter from the Computer Centre to this effect & acceptance from agency shall suffice.

**7. 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.



## 8. Other Terms and Conditions

- a) Over-writing in the bid, if any, should be supported by signatures. Illegible writing may lead to rejection of bids
- b) 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.
- c) 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.
- d) In the evaluation and comparison of bids, Computer Centre (MOSPI) reserves the right to reject any or all tenders.
- e) 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.
- f) 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.
- g) 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.
- h) 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.**
- i) 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.
- j) In case the repair of equipment takes more than 24-hours standby equipment should be made available to the user concerned.

**k) 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.**

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

m) 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.

n) 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.

o) 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.

p) 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.

## **9. Index for Technical Bid**

An indicative index for Technical bid Check List has been included at the end of document. This has been designed to help the tenderer in submitting complete offer. The tenderers must fill this Check List and submit with the Technical Bid along with their offer in their own interest. An incomplete offer is liable to be rejected.

## **10. 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.

#### **11. Settlement of Dispute and Arbitration proceedings.**

11.1 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.

11.2 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.

11.2.1 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.

11.2.2 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	2
2	IBM Xeon E-7-4820 (Commissioned in 2012) Windows Server 2008 Oracle or MS-SQL Apache Server	1	1	0
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	2
<b>Total Servers</b>		<b>7</b>	<b>1</b>	<b>6</b>

**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 (2003) Windows XP, MSOffice	10	0	10
2.	HCL P-IV Windows XP, MSOffice	7	0	7
3.	HP DX 2280 (2007) Windows XP, MSOffice	22	0	22
4.	HP Proliant ML-110 (2007) Windows 7, MSOffice	5	0	5
5.	HP-8000 i2 (2010) Windows 7, MSOffice	5	0	5
6.	HP-8100 i5 (2011) Windows 7, MSOffice	25	25	0
7.	HP-8200 i5 (2012) Windows 7, MSOffice	6	6	0
8.	HP-8300 i5 (2013) Windows 7, MSOffice	5	5	0
<b>Total Desktops</b>		92	36	56

**5.1.C. PRINTERS**

Sl. No.	Items	Total quantity of printers		Total quantity to be put under CAMC
		Total	Under warranty	
1.	HP LaserJet-2300N (2003)	1	0	1
2.	HP LaserJet-2420dn (2003)	2	0	2
3.	HP LaserJet -1150 (2003)	4	0	4
4.	HP LaserJet-1160 (2004)	1	0	1
5.	HP LaserJet -1022 (2005)	1	0	1
6.	HP LaserJet -3390 (2007)	3	0	3

7.	HP LaserJet –P3005d (2007)	2	0	2
8.	HP LaserJet –P2015 (2007)	3	0	3
9.	HP LaserJet –M2727nf (2010)	5	0	5
10	HP LaserJet -1606dn (2011)	12	0	12
11	Xerox Work Centre-3210 (2012)	5	0	5
<b>Total Printers</b>		39	0	39

**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.	Laptop			
	<ul style="list-style-type: none"> <li>• Compaq (2005, 2007)</li> <li>• Laptop IBM – ThinkPad (2010)</li> </ul>	3 4	0 0	3 4
2.	HP Scanners (2002,2007,2013)	3	1	2
3.	Network Devices –			
	• Cisco Router (2011)	1	0	1
	• Checkpoint UTM (2013)	1	1	0
	• Cisco L3 Core Switch (2013)	1	1	0
	• Cisco L2 Edge Switch (2012)	2	2	0
4.	HDX-7000 VC Equipment (2012)	1	1	0
5.	Projectors –			
	<ul style="list-style-type: none"> <li>• Globus GD30X (2012)</li> <li>• Toshiba TLP-T61M (2004)</li> </ul>	1 1	1 0	0 1
6.	LCD Monitors –			
	• Sony	1	0	1
	• Samsung (2011)	1	0	1
	• LG (2012)	2	0	2
7.	EMC <sup>2</sup> Clarion SAN (2010)	1	0	1
8.	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 (hereinafter 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:

Person to be contacted: Designation:

Telephone No.:

Fax No.:

E-Mail Id:

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-up at Computer Centre (MOSPI), New Delhi -1100 66.**

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 hereby 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**

<b>S.N</b>	<b>Description of Company/Firm</b>	<b>Detailed to be filled up</b>	<b>Page Number of this tender document where copy/certificate is attached</b>
1.	Name of Firm/Company		
2.	Address		
3.	Telephone No.		
	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.	<b>Work Experience</b> For providing 05 year experience in the maintenance ( <b>Attached Documentary proof in support of claim</b> )		
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	<b>Average annual turn over of the Company in the last three years with the details of the Net Profit &amp; Loss duly certified by CA.</b>		
	<b>2009-10</b>		
	<b>2010-11</b>		
	<b>2011-12</b>		
13	ITR of Company for the last three years, <b>2009-10, 2010-11, 2011-12 (Proof enclosed)</b>		
17	<b>Financial capability cum bank</b>		
18	Service Centre in Delhi/NCR. Please confirm (Proof enclosed)		

(Authorized Signatory of the firm)

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

<b>Resource Type</b>	<b>Qualification</b>	<b>Experience</b>	<b>Mobile No. (if available , otherwise to be provided later)</b>	<b>Remarks</b>
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	08 hours.	
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 in Rupees	Taxes if any in Rupees	Total amount per annum in Rupees
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  <b>(To be Put under CAMC after expiry of Warranty Period)</b>	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	56			
3.	Laptop - Compack/ IBM with pre- loaded Window OS and MS-Office	7			
4.	Printers HP Laser Jet	39			
<b>Total Annual Cost towards Comprehensive Systems Maintenance</b>					

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

**Presently Net Annual Maintenance Cost [(A+B) – CAMC Cost of IBM Server] = Rs.**

(Authorized Signatory)