

No. 19011/1/2014-Genl.
Government of India
Ministry of Heavy Industries & Public Enterprises
Department of Public Enterprises

Block No.14, CGO complex,
Lodi Road, New Delhi-110003.

Dated: 12 August, 2014.

**Subject : COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR DESKTOP, PRINTER COMPUTERS
HP SERVER (HP, Dell, Apple,HCL) / LAPTOPS/ APPLE IMAC DESKTOP , SCANNER & UPS**

Sealed Quotation are invited for award of Annual Maintenance Contract for Desktop, Printer Computers Server (HP, Dell, Apple, HCL) and Laptops (Sony VIAO/Lenovo), Apple IMAC desktop , Scanners, UPS and printers in the Department of Public Enterprises from reputed firms who are in the field of maintenance of computers & laptops for last five years and possess (i) valid ISO certificate for maintenance of computers and laptops (ii) valid certificate of authorised service providers from at least two leading manufacturer of PCs such as HP, Sony, IBM, Dell. The tenderer should have at least three years' experience in maintenance of Personal computers & laptops in Govt. departments. The turnover of the firm for maintenance of computers and laptops should be Rs.20.00 lakhs and above.

2. Sealed quotations may be submitted by the firms fulfilling the following terms and conditions in two separate covers super scribed "Technical Bid" and "Financial Bid" for "Comprehensive Annual Maintenance Contract of Computers and Laptops ". The letter should be addressed to Under Secretary,(Admn.) , Department of Public Enterprises , Room No. 409-A, Block No.14, CGO complex, Lodi Road, New Delhi so as to reach by 2.30 PM on or before 29.08.2014 . The bid has to be accompanied by an EMD of Rs.10,000/- (Rupees ten thousand only) in the form of a Demand Draft in favour of DDO, DPE, payable at New Delhi. The quotation will be opened on the same day at 3.00P.M. "Technical bid will be opened first and only those firms, which fulfil the Technical Terms and Conditions, will be eligible for participating in the "Financial Bid". Representatives of tenderer may, if they so wish, be present at the time of opening of Technical bids.

The technical and financial terms and conditions of AMC shall be as follows:

TECHNICAL TERMS AND CONDITIONS

1. The firm must be ISO 9001: 2000 certified for AMC of computers and laptops.
2. The firm must be registered.
3. The firm must be authorized service provider of at least two reputed manufacturers of PCs & Laptops like HP, Sony, IBM, Dell, etc. Valid certificate in support of the same to be attached.
4. The firm should be in the business of maintenance of computers and laptops at least for the last 5 year (upto March 2014) – (Requisite documents to support this claim will have to be produced in original for verification)
5. The firm should have experience in AMC of not less than 100 computer systems in each year during the last three preceding years.

6. The firm should be registered in Provident Fund/ESI Departments of Central / State Govt.
7. The firm must have at least 3 years' experience of successful completion of AMC of computers and laptops of at least two Central Government Organizations/Firms (Ministries government/ departments, PSUs etc.) in each year during the last three years.
8. The firm must be having annual turnover of minimum Rs.20.00 lakhs or more in **Maintenance Service only**, during each of the year 2010-11, 2011-12 and 2012-13. Copy of the balance sheet duly certified by CA to be enclosed.
9. The firm should be registered with Delhi Sales Tax Department for Works Contract Tax.
10. The firm should submit the copies of PAN and VAT numbers.
11. List of Hardware and Network engineers on the rolls of the firm with qualification and experience should be given.
12. The address of the workshop with telephone numbers and Fax Nos. in Delhi/ New Delhi should be given.

The firms meeting the above technical terms and conditions only should apply in the proforma at Annexure-A in a sealed cover. Financial bids of a firm who fails to fulfil any of the above conditions will not be considered.

FINANCIAL TERMS AND CONDITIONS:-

1. The Financial Bid should contain the rate against each item separately. The systems to be maintained by the contractor include desktop computers, Laptops. The rate for each item should be quoted on comprehensive basis inclusive of repairs and replacement of spare parts without extra payment.
2. The rates quoted should also cover the maintenance of operating system, software installation, installation of patches, pre-emptive actions against virus spread, detection/removal of virus, configuration of internet.
3. **The rates should be inclusive of all types of taxes, duties, levies like Service tax etc.**
4. The quotations shall be accompanied by an Earnest Money of Rs.10,000/- (Rupees ten thousand only) in form of crossed demand draft in favour of "DDO, DPE". Cheques will not be accepted. The quotations received without earnest money shall be summarily rejected without assigning any reason thereof and no tenderer shall have any right to represent against it. The earnest money shall be forfeited, if the contractor fails to abide by the rules. The earnest money shall be returned to the successful and unsuccessful bidder after the finalisation of the contract.
5. The Firm/Firms whose quotation is / are finally accepted shall to deposit a sum of Rs. 30,000/- (Rupees thirty thousand only) in the form of Bank Guarantee in favour of "DDO, DPE as security. The security deposit will be released after satisfactory completion of the contract. The firms meeting the above financial terms and conditions only should apply in the Performa at Annexure-A in a sealed cover. The firm who fails to fulfil any of the above conditions will be disqualified.

The other terms and conditions for awarding the AMC shall be as under: -

Terms and conditions:

1. The contract will be on comprehensive basis inclusive of repairs and replacement of spare parts without any extra payment. It will be effective for a period of one year from the date of issue of letter of awarding the contract and may be extended. No demand for revision of rates on any account will be entertained during the contract period. The contractor will be responsible for any loss or damage caused to any of the machines owing to negligence on their part. He will be required to keep virus – free computer environment in the Department in accordance with the guidelines prescribed by NIC.
2. All the computers and laptops shall be thoroughly inspected by the firm within 7 days of the award of the contract and estimates for pre-maintenance / repairs, if any, submitted within 7 days of the award of the contract. This Department shall not bear any cost on repairs of equipment after the contract has been awarded.
3. One expert full time resident engineer will be deputed to the Department on every working Day (working hours: 9:00 a.m. to 6.00 p.m.) including Saturday and if required, daily in the Holidays / beyond working hours. He will report to Admn. Section on every day morning and will be available throughout the working hours. A register will be maintained with the General Section for recording the complaints. The engineer will maintain a daily record of complaints received/ attended / not attended. If the engineer is required to take leave, a suitable replacement would have to be provided.
4. The contractor shall arrange to get the character and antecedents of the workers verified from Police authorities before their deployment and their full particulars should be furnished to the Department for the purpose of entry passes.
5. The Resident Service Engineer provided by the firm shall not be changed frequently. However, if found incompetent, by the Department the Resident Engineer shall be replaced, by the firm immediately.
6. Additional Engineer may be deputed at DPE in addition to Resident Engineer whenever there is more workload/complaints/ emergency to rectify the equipment within stipulated time.
7. Payment for any inclusion/ deletion of computer and laptops during the AMC period will be calculated on pro- rata basis. No advance payment in any case would be made.
8. The machines are normally required to be repaired in CGO Complex only. In exceptional cases when the machine cannot be repaired in the office premises and is required to be taken to the workshop, the Department will not make any payment towards cartage and the expenses for the to and fro transportation of the machines will be borne by the firm. The equipment being taken to the workshop for repair would be at company's own risk and expenses. Any damage or loss caused to the computer / laptop or their part due to negligence, mishandling shall be made good by the company either by payment in cash the prevailing market price of that items or by a new one of the same make specifications.
9. It shall be the responsibility of the firm to make all the computers and laptop work satisfactorily throughout the contract period and to hand over the systems in working conditions to the Department after expiry of the contract. In case any damage is found, the firm is liable to rectify it even after the contract.
10. Only genuine spare parts will be used.
11. In case the contracting firm is not able to accept the contract after it is awarded or if they are not able to do any work/ undertaken contract after accepting the contract, the firm will be liable to pay

the damage to the Department including the cost, which the Ministry will have to incur for getting such work done.

12. The above act of backing out would automatically debar the contractor from any further dealing with this Ministry and the security money would also be forfeited.
13. The payments will be made half yearly. The firm shall submit post half yearly bill along with the satisfactory performance report in respect of all the desktops and laptops, duly signed by the user, two weeks before the completion of six months. The service tax as levied by the Govt. over and above the unit rate/ total amount as admissible, will be payable to the firm. This is only a tentative schedule of payment and does not confer any legal or other right on the firm to proceed against the Department in case the payment gets delayed due to budgetary and other unforeseen circumstances. The payment will be made after proper deduction of TDS as per existing rates and rules.
14. Technical and Financial bid would be in clear words, categorically mentioning each and every term specifying the rates etc. Any kind of ambiguous/ obscure/ unclear terms would lead to rejection of the firm's bid.
15. In case the firm fails to cope with the workload or does not render satisfactory services, the contract awarded to them shall be cancelled forthwith and the security deposit and the payments due to them shall be forfeited. The contract can be terminated summarily by this Ministry at any time without giving any notice or without assigning any reason, if the work of the contractor is found unsatisfactory during the currency of this contract. In this connection the decision of the Head of Department shall be final and binding on the firm.
16. The Department reserves the right to reject any or all the tenders. The Department reserves the right to award the contract on the basis of quotations for each item of work separately or collectively, like computer, laptops.
17. Comprehensive AMC includes maintenance services for MS office, Leap Office (Hindi), Anti-virus and any other application software. The Department will provide these softwares and their upgrades. Comprehensive AMC includes replacement of all spare parts including that of Mouse, keyboard, connectors, wires etc.
18. Service Assurance:
 - 18.1 A logbook shall be maintained in which the resident engineer shall record all the complaints made. They shall attend to all the complaints received immediately as follows:
 - (i) Minor faults immediately (within three hours)
 - (ii) Major faults within 24 hrs by replacement, with the available spares, on explicit and clear orders of Department.
 - (iii) The replacement of components, assemblies shall be as per manufacturer's instructions and under the orders of Department.
 - (iv) The firm shall be responsible for taking back up data and programme available in PC before attending the fault and shall also be responsible for reloading the same. The back up copies will be returned to the users, under acknowledgement.
 - (v) The firm shall maintain the equipments and shall use genuine/ original components for replacement wherever needed. Until and unless written order of the HOD are conveyed, the original specification/ characteristics / features shall not be changed or modified under any circumstances.
 - (vi) The firm shall also be responsible for deployment of necessary staff for regular cleaning of all hardware using suitable cleaning material and equipment. Each equipment has to be cleaned once in three months regularly. A register shall be maintained showing the cleaning of

each equipment and shall be produced to the Section Consultant (Admn.) for verification, after the job.

(vii) The schedule of preventive maintenance shall be as follows:

- Cleaning of all equipment using dry vacuum air, brush, and soft muslin clothes
- Running the test programme to ensure quality print / date reliability.
- Checking of power supply source for proper grounding and safety of equipment.
- Ensuring the covers, screws, switches etc. are firmly fastened in respect of each equipment.
- Scanning of all types of virus and elimination of the same.
- Shifting of equipment within the building as and when required.

18.2 The duration of AMC contract is for a period of one year and may be further extended in accordance with the requirement of the Department on same terms and conditions and same rates, if DPE is satisfied with the services.

18.3 The firm would put asset number on each of the system being maintained by them.

18.4 The systems that are not serviceable by the agency due to obsolescence of technology or non-availability of parts/ assemblies/ components will be withdrawn from the contract. The decision of Department regarding on – availability and obsolescence of Technology will be final. Withdrawal of such systems shall be communicated to the agency and equivalent maintenance charges shall be deducted accordingly.

18.5 DPE shall have right to inspect company's site to assess infrastructure before awarding the comprehensive AMC.

18.6 DPE reserves the right to increase or decrease quantities any time. Accordingly the AMC charges will increase/ decrease on pro rata basis.

19. **Arbitration:** In case of any dispute arising between the contract holders any constituents being party to the contract, the sole authority for such disputes will rest with the arbitrator appointed by the Ministry.

20. **Jurisdiction:** Failing arbitration in solving the dispute, the courts at Delhi alone shall the jurisdiction for all aggrieved parties i.e. the Department, the company or any constituent being party to the contract directly or indirectly.

21. **Penalty:-**

21.1 Penalty shall be levied @ 1% of the annual AMC charges of the equipment per day, if the major faults are not set right within 3 hours from the time of complaint registered to the engineer.

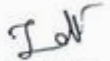
21.2 Penalty shall be levied at the rate of 2% of the annual AMC charges for the equipment for each day(excluding first 24 hrs), if the major faults is not set right within the stipulated time mentioned in Para 18.1 (ii).

21.3 In the case mentioned under Para 3 of the same equipment should be reinstalled after servicing within 7 days (if 7th day falls on holiday then next working day). In case of default, the penalty shall be levied at the rate of 2% of the value of the annual AMC charges for those items per day.

21.4 If the company fails to repair/ replace the system for one week, the system may be got repaired from other company/ firm and made functional and the expenditure incurred thereon shall be recovered from the company, apart from the penalty levied as stated in preceding Para. This may even entail termination of the contract and forfeiture of security deposit.


21.5 Penalty shall also be levied for the absence of resident engineer at the rate of Rs.100/- Per hour for each absence of one hour or more but less than 4 hours, and at the rate of Rs 200/-per hour for more than 4 hours for every working day.

You are requested to read carefully and understand the terms and conditions of maintenance contract in the foregoing paragraphs before sending your quotations. No violation of the aforesaid terms and conditions shall be permitted once this Ministry accepts your quotations. In case of any doubt, Section Officer (Admn.) , in room No. 414, Block No.14 , CGO complex, Lodi Road, New Delhi may be consulted.



(Jyoti Mathur)

Under Secretary to the Govt. of India

Copy to:  Sr. Technical Director, NIC Cell, Block No.14 for placing the tender document on the website of the DPE.

2. All Ministries/ Department of the Govt. of India

List of types of desktop computers (HP, HCL, PCS), HP all in one, Apple IMAC desktop, Sony VIAO Laptops for maintenance .

S.No. Description of Items Quantity (Nos) Rates per unit per

S.No.	Description of Items	Quantity (Nos)	Rates per unit per annum (Rs.)
1.	Desktop Computer HP HCL Apple Dell HP Server	64 Nos 4 Nos 1 Nos 2 Nos 1 Nos	
2.	Printer Canon HP	1 Nos 72 Nos	
3.	Laptop Sony	9 Nos	
4.	Scanner HP	9 Nos	
5.	UPS Lum. 1KVA Para 1 KVA Samtak 1KVA	60 Nos 4 Nos 10 Nos	

(Signature & full address of the tenderer)

QUOTATION FOR TECHNICAL BID

The Technical Bid should include the following details/documents:

1. The date of commissioning of the firm and a certificate of its continuous functioning in the maintenance business. Please enclose certified photocopy of the Company Registrations.
2. Indicate the date from which the firm is continuously Registered with Delhi Sales Tax Ministry for Work Contract Tax. Also enclose a certified photocopy of the Registration Certificate.
3. Indicate whether the firm is authorized service provider of any branded computers. If yes, please attach certified photocopies of all the supporting documents.
4. Please provide the details of maintenance contracts executed by the firms during the last three years. Specifically, highlight those in Government Sector (copies of such contracts may be attached).
5. Details of service engineers:

Sl. No	Name	Technical qualifications	Area of specialization	No. of years of experience in computers maintenance	Date of joining the firm	Monthly/ Annual salary to be drawn

(Note: Two Qualified engineers in Computer/Electronics/ Telecommunication with an experience of not less than 3 years in Computer Hardware/Software maintenance will have to be provided for the Ministry.)

6. Indicate whether the firm has expertise in maintaining computers and peripherals of different brands and vintage. If so, provide supporting documents.
7. Whether the firm has experience in LAN troubleshooting? If so provide supporting documents.
8. Attach performance certificates from the existing Govt. clients (at least two)
9. Attach Income tax certificates for the last two years.
10. Details of Bank Draft attached: Bank Draft No.:

Date:

Drawn on Bank:

(Signature & full address of the tenderer)