

No.5-45/2014-S&S
Government of India
Ministry of Human Resource Development
Department of Higher Education
(S&S Section)

TENDER DOCUMENT

Annual Maintenance Contract of Computers, laptop computers, Printers, Multi Function Printers, scanners, UPS etc., installed in both the Departments of the Ministry of HRD – reg.

Date of issue of Tender Document:	3 rd March, 2015
Last Dates & Time for submission of Tender Document	Up to 3.00 P.M. on 26 th March, 2015
Date & Time for opening of Tender Document	
Technical Bids	At 3:30 P.M. 26 th March, 2015
Financial Bids of eligible Tenderers	Would be informed later.

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Signature
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No.5-45/2014-S&S
Government of India
Ministry of Human Resource Development
Department of Higher Education
(S&S Section)

Shastri Bhawan, New Delhi.
Dated: 3rd March, 2015

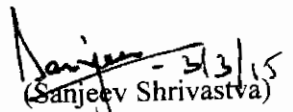
E-Tender Notice

Subject: E-Tender for Annual Maintenance Contract of Computers, laptop computers, Printers, Multi Function Printers, scanners, UPS etc., installed in both the Departments of the Ministry of HRD – reg.

Ministry of Human Resource Development invites e-tenders on CPP portal in two bid system (**Part-I: Technical Bid and Part II: Financial Bid**), from eligible and reputed firms for the comprehensive 'Annual Maintenance Contract' in respect of Server, Desktop Computers, Laptop computers, Printers and other peripherals like Scanner, Multi Function Printers installed in the Ministry of Human Resource Development for a period of One year on the terms and conditions enumerated in detail in the tender document. The tender document can be downloaded from the website <http://eprocure.gov.in/eprocure/app>.

2. The last date of receipt of quotation is by **3.00P.M. on 26.3.2015**. The Technical and Financial bids, in prescribed format and other required document as per tender notice should be submitted on CPP portal website i.e. <http://eprocure.gov.in/cppp>. Bidders are requested to furnish/upload scanned copies of all documents in pdf. format. **EMD of Rs. 50,000/-**(Rupee Fifty Thousand Only) drawn in favour of "Pay & Account Officer (Education), Ministry of Higher Education, Ministry of Human Resource Development, Shastri Bhawan, New Delhi-110001 must be submitted to the Section Officer, S&S-I Section, Room No. 123-C, Shastri Bhawan, New Delhi on or before last date/time of bid submission without which the quotations will not be considered. The scanned copy of EMD should also be uploaded with other documents. The successful bidder will be required to provide a **Performance Security Deposit of 10% of the contractual value**, upon award of the contract. The technical bid will be opened on **24.3.2015 at 3.30 P.M.**

3. Bidders may also contact toll free No. 18002337315 of Central Public Procurement portal for obtaining guidance to fill online tender.


(Sanjeev Shrivastva)
Under Secretary to Govt. of India
Tel. No. 23073109.

SCOPE OF WORK AND TERMS & CONDITIONS

1.0 The Ministry of Human Resource Development is having about 800 computers (HP/ DELL/HCL/Zenith make Desktop computers), 46 Laptop Computers, 560 printers & 730 UPS installed in the office / residential office of Ministers / Parliament House Office etc. The details of machines are **indicated below**. The maintenance work will have to be carried out in the premises of the Ministry, the offices of which are located in Shastri Bhavan, Jeewandee Building, R.K. Puram, in the Parliament House and residential offices of the Hon'ble Ministers and senior level officers of the Ministry.

The approximate number of server / computers and other supporting peripherals / accessories proposed to be covered under the comprehensive annual maintenance contract are indicated below:-

Sl. No.	Item Details	Quantity in Nos.
1.	Server : HCL & HP	3
2.	Desktop Computers (i3, i5 and i7)	409
3.	Desktop Computers (core 2 duo, Dual core, P-4)	380
4.	Apple i-Mac (under warranty upto June 2015)	3
5.	Laser Printers (HP and Samsung)	557
6.	Laser Colour Printers (HP, Canon, Samsung)	26
7.	Deskjet / Inkjet	15
8.	Dot Matrix	1
9.	MFP Laserjet (B/W) (HP-39, Samsung-18, Canon-11, Panasonic-20, Kyocera-4)	92
10.	MFP Laserjet (Colour) - 5 under warranty upto Dec-2015 (HP)	5
11.	MFP Deskjet	9
12.	Scanners	25
13.	UPS - 600 VA	102
14.	UPS - 1 KVA	617
15.	UPS - 2 KVA (under warranty upto 30.6.15)	4
16.	Online UPS - 2 KVA	6
17.	Laptop computers (HP - 29, Sony - 11, Apple - 4, Lenovo - 2)	46

(Note: The number of equipment for the purpose of 'service maintenance contract' is liable to vary / change from time to time. In that situation, the amount of AMC will also vary according to the number of computers on a particular date.)

TERMS AND CONDITIONS

- (i) The **Earnest Money Deposit (EMD) of Rs.50,000/- (Rupees Fifty Thousand Only)** in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the commercial banks, in favour of the Pay and Accounts Officer (Edu), Shastri Bhawan, New Delhi is to be submitted to Section Officer (S&S-I) Section, Room No.123-C, Shastri Bhawan, New Delhi on or before last date / time of bid submission

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without which the tender will not be considered. EMD in any other form, i.e., in Cash, etc., shall not be accepted. The tenders received without EMD in the above said manner or the tenders incomplete in any other respect shall be summarily rejected, and no tenderer shall have any right to represent it even if his / her quotation happens to be the lowest.

- (ii) **The EMD of the firms whose quotations are not approved / accepted will be released after finalisation of the contract.** The earnest money of the firm whose quotation is accepted / approved will be released only after the firm concerned deposits with the Ministry necessary Security Deposit mentioned in sub-para -xiv below.
- (iii) The EMD shall stand forfeited if a bidder withdraws or amends the quotation / tender, or impairs or derogates from the tender in any respect during the period of bid, or in case successful bidder fails to sign or accept the contract within the stipulated period. No interest will be payable on this amount. The EMD shall also stand forfeited in the event of premature withdrawal of the tender / quotation by any of the tenderers.
- (iv) The job of maintenance shall be entrusted on the basis of **all-inclusive rate (all spare parts, including battery for UPS to be supplied / provided by the contracted firm itself) contract on 'As is where is basis' on competitive rates.** The Ministry reserves the right to accept or reject any quotation, in whole or in part thereof, without assigning / specifying any reason therefor. The Ministry also reserves the right to award the maintenance work of all the systems / equipment or specified systems / equipments or a specified item of work to a particular firm. In other words, the Ministry has the right and discretion to award the maintenance of computers / printers / scanners / CD-writers etc. to one firm and the maintenance of UPS systems to some other firm on the basis of competitive rates.
- (v) **The Ministry also reserves the right to add into the contract additional number of systems during the currency of the contract for the purpose of maintenance on the same approved rates and the same terms & conditions. Likewise, the Ministry also reserves the right to exclude from the contract any number of computers and other items if they are found to be unserviceable at any point of time during the currency of the contract. The contractual charges payable will be modified accordingly.**
- (vi) The 'full-service' maintenance shall be comprehensive in nature and shall, therefore, essentially cover general & breakdown, servicing and repairs / fixing / replacement of all or part of the electrical / electronic, and / or mechanical components & parts of the computer systems, including the Hard Disc, and of printers, scanners / CD writers etc., during the currency of the contract at the exclusive risk, responsibility and the cost of the contractor. The contractor firm should also be in possession of necessary device drivers for the purpose of installation of computers & other peripherals and their components, wherever and whenever necessary. The term 'maintenance' shall also include rectification of all hardware and software problems (including operating systems) / defects and also include cost of all parts / repairs / replacements necessary for the proper maintenance / functioning of the aforesaid systems. No extra charges for any general wear and tear / spare parts, etc. shall be made by the Ministry.
- (vii) The maintenance service does not, however, include repair of damages resulting from accidents, high voltage fluctuation etc, and / or resulting from unauthorized tampering or mishandling of the equipment by persons other than the service engineers deputed by the contractor.
- (viii) **The firms shall also note that while quoting rates for the maintenance of computers, etc., the requirement as specified in sub-para xvii below for 4 (four) resident engineers on daily basis for this purpose must be kept in mind.**
- (ix) **In the case of Laptop Computers, the batteries would be procured & provided by the Ministry to the contracted agency, for installation in the Laptop computers.**
- (x) Before undertaking the maintenance work, the successful firm should take over from the existing contractor firm all the computers, printers, scanners, modems etc., for the purpose of maintenance. While taking over the systems for maintenance, they shall be required to affix

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their 'identity' stickers showing the firm's name, contact telephone numbers etc., and also prepare a list containing all the relevant information of the computers, peripherals, etc., & UPS systems along with the name of the user-section / desk / office & the name of the contact person. These lists will be cross verified by the Ministry and modifications / corrections, if any, required will be carried out and the exact number of systems will then be accordingly decided and fixed / reckoned finally for the purpose of maintenance work.

- (xi) The successful firm will be free to inspect the systems before taking them over for maintenance.
- (xii) The contract will remain in force for a **period of One year** from the date of award. The Ministry, however, reserves the right to review the performance of the contractor firm whenever a need arises, and also to terminate the contract at any point of time during the currency of the contract in case the performance and the service rendered by the contracted firm is found to be unsatisfactory. The decision taken by the Ministry in this regard shall be final and binding upon the firm. The Ministry further reserves the right to renew the contract for such period(s) as it may deem necessary, taking into account the satisfactory performance of the contractor firm during the currency of the contract.
- (xiii) The Ministry also reserves the right to terminate the contract at any time without assigning any reason therefor. The decision of the Ministry in this regard shall be final and binding upon the successful tenderer.
- (xiv) The successful tenderer will be required to furnish a '**Security Deposit**' of **10% of the contractual value** within the period to be specified by the Ministry for this purpose. The Security Deposit shall be in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the commercial banks, in favour of the Pay and Accounts Officer (Edu), Ministry of Human Resources Development, Shastri Bhawan, New Delhi. The Security Deposit in any other form such as cheques / Demand Drafts will not be accepted under any circumstances. The Security Deposit will be refunded only after the successful and satisfactory completion of the contract. This deposit is liable to be forfeited in full or in part, if during the period of contract, the services of the contractor firm are found to be unsatisfactory in any respect, and/or if any of the conditions of the contract is contravened / breached, and/or towards any damage caused to Government due to negligence on the part of the contractor or his employees. The decision of the Ministry in this regard shall be final and binding on the firm. Moreover, this forfeiture may be in addition to any action by the Ministry that the contractor firm may invite upon themselves due to any of the reasons specified in this tender document.
- (xv) If the successful firm (tenderer) also undertakes identical work in other Ministries/ Ministry at rates lower than the rates approved / accepted by this Ministry, the firm shall have to charge at those rates from this Ministry as well.
- (xvi) The firm entrusted with the work will have to do the 'maintenance' work during the entire period of contract, from the date of award, at the rates to be finally approved / accepted by the Ministry, which shall be valid for the whole of the period of contract and no upward revision will be allowed during the period of contract under any circumstances. In a nutshell, it shall be the responsibility of the successful tenderer to carry out all the requisite servicing and all sorts of repairs and also to provide proper replacements for the damaged / worn out parts, etc, with the genuine and standard quality spare parts that are very much essential for the proper maintenance / upkeep of the systems / equipment(s) concerned throughout the period of contract. If for any reason, the firm is not able to do so, the work will be got done through / from some other firm or from open market at the cost of the approved tenderer and the expenditure so incurred shall be recovered from the security deposited by the contractor firm and/or from the dues payable to them. No extra payment, whatsoever, will be made to the contractor except the all-inclusive rates and the rates permitted under the contract.
- (xvii) For the regular and proper maintenance / upkeep of the computer systems, printers and other systems that are covered under the contract in question, and for instantaneously attending to

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the complaints received from officers / members of the staff of this Ministry, **the firm shall have to depute to this Ministry at least (4) four well-qualified service engineers** having adequate knowledge and wider experience in the relevant field, on full day basis, as Resident Engineers, in Shastri Bhawan. The Service Engineers must possess the BE/B.Tech Degree / Diploma from a recognized University / Institution. The bidder will furnish the details of the qualifications of the service engineers before deputing them in this Ministry. Any violation of this clause will be the sufficient reason to terminate the contract. Penalty of Rs.300/- per day will also be imposed for violation of this clause. Importantly, it should be ensured by the successful tenderer that all resident service engineers are deputed for the purpose of maintenance of computers / printers / scanners etc. The contractor firm should also ensure that the persons so deputed for the 'maintenance' work are degree/ diploma holder in the field of computers (hardware, with adequate knowledge in the field of software) and also have at least 3 years of pervious experience in the servicing / maintenance of at least 150 or more number of computers / printers & other systems in the Government Ministrys / Semi-Government organizations / PSUs / other well-reputed organizations, etc.

(xviii) The service engineers deputed for the maintenance work should report to the CMIS Unit of this Ministry at 9.00 AM daily on all working days and should attend to the complaints as per the complaint register being maintained in CMIS Unit for this purpose. Before leaving at the close of office at 5.30 PM, the engineer should indicate in the said register the status of the complaints attended to by him during the day. Once a person is deputed as a 'Resident Engineer' to this Ministry, he should be changed only after intimating the competent authority giving due reasons. However, the firm shall be bound to change the person, if so desired by the competent authority, within 24 hours on intimation.

(xix) The 'Full Service Maintenance Contract' shall essentially consist of 'Preventive' as well as 'Corrective' maintenance. Hence the successful tenderer should undertake / carry out necessary exercises to ensure corrective as well as preventive maintenance of the systems concerned.

(xx) **Corrective maintenance:**

The contract firm should ensure that all the complaints are attended to by the resident service engineers immediately. The complaint calls received directly from the users concerned shall also be duly honoured and the defects noticed in the systems shall be rectified immediately to put back the systems to normal working conditions. The firm should specify the downtime for a system, which should not, in any case, be more than 24 hours. In case, the systems concerned remain either unattended or defective even after the specified downtime for want of repairs / replacements, etc. or due to fault / neglect of the contractor firm or its service engineers, **a deduction at the following rates per day & per machine will be made as (or towards) penalty from out of the contractual charges payable for the maintenance, etc.:-**

(a)	Main computer systems	:	Rs. 200 per day
(b)	LaserJet printers	:	Rs. 100 per day
(c)	DeskJet/Inkjet/Dot Matrix printers	:	Rs. 50 per day
(d)	UPS systems	:	Rs. 75 per day
(e)	Other peripherals	:	Rs. 50 per day

In the event of more number of complaints on a particular day and/or the resident engineers deputed are not in a position to attend to all such complaints, the contractor firm should immediately arrange to depute one or more service engineers, as may be required, in order to ensure that work of the Ministry does not suffer under such an exigent situation/condition. No extra payment will be made for this purpose.

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(xxi) Preventive maintenance:

Importantly, as the firm (or firms) awarded the contract will be solely responsible, as bound by the terms & conditions of the contract, for the smooth and satisfactory working/functioning of all the systems/machines covered under the respective contract(s), the contractor firms should undertake preventive maintenance and also conduct periodical and regular check-ups (at least once in two months) of all the computer systems, printers, scanners, modems, UPS systems etc., so as to maintain them in a perfect working condition with the requisite fittings, parts, accessories, etc. and by carrying out repairs/replacements, wherever necessary, within the all-inclusive maintenance rates quoted/tendered and subsequently accepted/approved by the Ministry. The contractor shall also obtain a certificate every month from the In-Charge of CMIS Unit that all complaints have been attended and rectified within 24 hours and specify the details of the complaints which are not attended in the prescribed time. If the Ministry has sufficient reasons to infer/conclude that the system/equipment concerned has not been properly maintained and serviced by the Contractor firm, a reasonable proportionate deduction will be made from the charges due to the contractor firm. The decision of the Ministry as regards the 'reasonableness of deduction' shall be final and binding on the Contractor.

The firm will also undertake regular cleaning of the cabinet of system units, monitors, printers, keyboards, mouse units and other items from outside using appropriate liquid cleaning agents. The cleaning work should be done at least once in every quarter. Moreover, they will also take care of cleaning the inside of the systems as well.

- (xxii) The contractor firm should also submit periodically certificates obtained from the users concerned as evidence in support of the 'satisfactory' functioning/working of the equipment concerned during the period of report and also to show that the job work carried out by the contractor firm had been as per the instructions of the Ministry and that the equipment had not remained out of order for want of repairs/replacements, etc.
- (xxiii) The successful contractor firm shall also be required to maintain 'Log Cards' in respect of all the systems covered under the Service Contract for the purpose of periodic preventive maintenance.
- (xxiv) The firm will replace all the parts/components in case of damage. The defective parts should be replaced with genuine and brand new parts conforming & compatible to the model/configuration of the system, and if it is found that the parts replaced are inferior in quality, suitable penalty will be imposed on the firm. In no case, will the defective items/parts be replaced by old spares. The replaced parts should also carry a warranty for a reasonable period of time. The Ministry reserves the right to reject any part of the items found inferior in quality or workmanship. The defective parts can be taken in their possession by the contractor firm after due replacements.
- (xxv) As for the major items of repair, which do not generally form part of the 'comprehensive maintenance', the Ministry reserves the right to entrust the respective job work to the contractor firm or to other outside agency on the basis of estimates to be obtained in this regard. In the event of the systems concerned / or some of the components/parts are declared or found by the contractor irreparable or unserviceable, the Ministry shall have the right to get them inspected by any qualified firm / person, and after satisfying itself that they are irreparable / unserviceable, the Ministry shall take a decision with regard to getting the job of replacement of some of the spare parts, etc., with new ones either through the approved contractor or any other company / firm against an estimate that may be required to be submitted by the firms / agencies in this regard.
- (xxvi) **The firm will carry out preventive virus checks in all the computers periodically and also will remove viruses, if found at any point of time in any of the computer systems. The**

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engineer should, therefore, be equipped with the latest versions of appropriate virus-removal software-packages and their 'updates' for this purpose.

- (xxvii) The work shall be carried out in the premises of Shastri Bhavan & R.K. Puram, West Block and Jeevan Deep Building where the offices of both the Ministry of HRD are located. The Annual Service Maintenance Contract shall also extend to the computer systems, Printers, Scanners etc., installed at the residences of the Hon'ble Ministers and the Senior Level officers of the Ministry. A complete list showing the locations where the equipment to be covered under the contract is installed / presently available will be handed over to the successful contractor firm. Only such work as is not possible to be executed in the premises of Shastri Bhavan / R.K. PURAM / Jeevan Deep Building and at the residences of Ministers / Senior Officers of the Ministry shall be allowed to be carried out in the workshop of the firm. No system shall be taken out of the Ministry without prior written permission of the Ministry. The charges for transporting of equipment / machines from the premises of Shastri Bhavan / R.K. PURAM / Jeevan Deep Building and other places to the workshop and back & freight charges, if any, as well as the payment to the labourers for this purpose shall have to be borne by the successful contractor firm itself. The system or part thereof taken out of the Ministry should be brought back in perfect working condition, and if it is found that any alteration has been done within the system causing subsequent damage to it, penalty as deemed fit by the competent authority, will be imposed on the firm. The decision of the Ministry in this regard shall be final and binding on the firm. **In any case, no machine shall be kept away from the premises of the Ministry for more than 4 working days in succession, failing which a sum of Rs.300/- per day will be charged towards the delay till the date the system is installed back in the Ministry in a perfect working condition.** This deduction as a penalty will be made from the contractual charges payable for the maintenance, etc. In case the contractor firm fails to rectify the defect and is not able to put back the system into normal working condition, the Ministry shall then have the discretion to recover the cost of the machine and / or parts thereof from the contractual charges due to the firm or their security deposit, as the case may be, without any notice. Further, such a failure / lapse on the part of the contractor firm will even entail cancellation of the contract forthwith and the security money will also be forfeited.
- (xxviii) In the event of any or part of the systems covered under the AMC to be taken to workshop for repair etc., the contractor firm should also provide appropriate stand-by equipment / system etc., so as to ensure that the work of the users concerned is not hindered. For this purpose, the contractor firm shall keep sufficient quantity of spare parts which will include CPUs, Mother Boards, HDDs, HP Laserjet / Deskjet printers, floppy drive, CD ROMs, DVD Writers, LAN & Sound Cards, SVGA Card, Keyboards & Mouse, Printer & power cables, Adaptors, Teflon, batteries, SMPS etc, ready in Shastri Bhavan.
- (xxix) In the event of the computer system requiring formatting of hard disk, etc., for the immediate restoration of normalcy, the contractor firm shall, before carrying out such a formatting, shall make arrangement for necessary backup of the important data / files stored on the system. The firm shall provide adequate number of hard disc media for taking the back up. The contractor firm shall also render every possible assistance in the 'data' security & in the recovery of 'data' in case of system failure and crashing of HDD of server / any computer system under the maintenance contract.
- (xxx) Should any need or eventuality arise, the Ministry shall, within its competence, requisition the services of the resident service engineers / mechanics of the contractor firm outside the working hours, including on Saturdays / holidays. No payment or any additional remuneration shall, however, be made for this purpose.

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- (xxxix) The selected contractor firm shall also provide functional Mobile Phones to the service engineers for contact and urgent communications.
- (xxxii) The contractor firm will be entirely responsible for any loss caused to Government by way of inflicting any damage to the systems / equipment or to any other Government property as a result of negligence or carelessness on the part of the contractor firm or its authorized engineers / representatives or for any default occasioned due to use of parts / spares supplied by the firm. The contractor firm should make good the financial or any other losses caused to / suffered by the Government on this account. In case, the Security deposit falls short or is found to be insufficient to meet / adjust the loss thus incurred by the Ministry, the balance, as may be necessary, shall be recovered from the contractual charges due to the contractor firm. The decision of the competent authority in the context shall be final and binding on the contractor. All disputes arising out of or in connection with the contract shall be settled by the sole arbitration of the competent authority in this behalf.
- (xxxiii) In case, the contractor fails to cope up with the workload or doesn't render satisfactory services or dishonour the contract in any way, the contract awarded shall be liable for summary cancellation / termination forthwith, without any notice, and the security deposit and payment due to him, if any, shall also be forfeited. The Ministry is free to entrust the job to any other firm / party at the risk and expenses of the defaulting contractor. In this connection, decision of the authority competent in the Ministry shall be final and binding on the contractor.
- (xxxiv) **Under no circumstances shall the successful contractor firm appoint any sub-contractor or sub-lease the contract. If it is found that the contractor has violated these conditions, the contract will be terminated forthwith without any notice, by the competent authority.**
- (xxxv) The contractual charges payable for the maintenance of items indicated above will be released in four installments and on quarterly basis.
- (xxxvi) On expiry of the contract, the firm will have to hand over the systems in perfect working condition to the Ministry, failing which suitable amount will be deducted from the security deposit. The decision of the competent authority shall be final and binding upon the contractor firm.
- (xxxvii) Any sum of money due and payable to the contractor, including the Security Deposit, under this contract shall be appropriated by this Ministry or by any other person(s) contracting for and on behalf of the President of India, and set off against any claim to this Ministry and of such person(s) for the payment of a sum of money arising out of other or under any contract with this Ministry or such persons.
- (xxxviii) There is no obligation on the part of the Ministry to inform the unsuccessful tenderers of the outcome of the tender process, but successful tenderers name will be given on website of Ministry.
- (xxxix) **A specific mention must also be made in the quotation to the effect that the terms and conditions mentioned above are acceptable to the firm in full. This is mandatory for all the tendering firms who are desirous of participating in the tender process.**
- (xl) Quotations incomplete in any respect are liable to be rejected without assigning any reason therefor. The undersigned also reserves the right to accept or reject any quotation, in whole or in part thereof, without assigning / specifying any reason therefor. The decision of the competent authority shall be final and binding upon the contractor firm.

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- (xli) If need be and as the Ministry may so desire, the successful contractor firm shall also have to enter into an agreement with the Ministry for the said 'Service maintenance' on the terms and conditions stipulated as above.
- (xlii) The jurisdiction for legal disputes, if any arising during the currency of the contract will be settled in Delhi courts only.
- (xliii) The Service Provider will provide all the facilities envisaged under the Minimum Wages Act / Labour Laws, as applicable and furnish the details of payments made to the staff by way of Salary, PF etc, alongwith the bills on quarterly basis.
- (xliv) Bids should be serially page numbered.

2.0 Immediately on award of contract, the contractor would give a report about taking over all equipment (giving their configuration & place of installation) in working condition, duly signed by the officer concerned. It shall be the responsibility of the firm to keep all the machines in satisfactory condition throughout the contract period and also to handover the system to the Ministry in working condition on the expiry of the contract.

3.0 For those machines whose warranty period would expire during the currency of contract, if agreed to by the competent authority, the tenderer would be required to maintain such machines on the same rates as approved by the Ministry.

4.0 It will be the responsibility of the firm to ensure supply of genuine quality spare parts of the machines and to keep all machines in working order all the times.

5.0 In case the successful bidder declines the offer of contract, for whatsoever reason(s), his EMD will be forfeited.

6.0 The successful bidder will have to commence the work within 3 days of acceptance of contract. Otherwise the contract will be cancelled and EMD will be forfeited.

7.0 Initially the contract will be awarded for a period of one year from the date of award, which can be extended for two years, one year at a time (ie., a total of 3 years), depending on the satisfactory service of the firm.

8.0 SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE

On placement of Letter of Intent or intimation of being successful tenderer, the service provider shall furnish Security Deposit-Cum-Performance guarantee in the form of demand draft / FDR/ Bankers Cheque or Bank Guarantee from any Schedule Bank in India in favour of the "Pay & Accounts Officer (Education), Department of Higher Education, Shastri Bhawan, New Delhi" for 10% of the value of the full contract. **It should be valid for a period of two Months beyond the period of contract, to ensure faithful execution of the contract.**

9.0 ACCEPTANCE OF TERMS AND CONDITIONS

The supplier must agree to abide by the above set forth terms and conditions.

10.0. PENALTY CLAUSE

10.1 Whenever and wherever it is found that the performance is not upto the mark, it will be brought to the notice of the AMC holding firm and if no action is taken within one day @ Rs. 100/- per day

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per complaint will be imposed by invoking the penalty clause. The deduction at the following rates per machine will be made as (or towards) penalty from out of the contractual charges payable for the maintenance, etc:-

(a)	Desktop computer systems/Laptop	:	Rs. 200 per day
(b)	LaserJet printers	:	Rs. 100 per day
(c)	DeskJet/Inkjet/Dot Matrix printers	:	Rs. 50 per day
(d)	UPS systems	:	Rs. 75 per day
(e)	Other peripherals	:	Rs. 50 per day

- 10.2 Any misconduct/misbehavior on the part of the resident engineer deployed by the bidder will not be tolerated and such person will have to be replaced by the bidder at his own costs, risks and responsibilities immediately, with written intimation to the Ministry.
- 10.3 The bidder should ensure to maintain the adequate number of Service Resident Engineers. In case the service resident engineer absents from duty, a reliever of equal status shall be provided by the bidder or else a penalty @ Rs. 500/-per engineer per day will be deducted from the bill.
- 10.4 Any deviation in the quality of parts replaced quantity quoted will invoke penalty as decided by the competent authority.

11.0 LIQUIDATED DAMAGES

In the event of the contractor's failure to have the services by the date/dates in the contract the purchaser may without prejudice to his any other rights hereunder, recover from the contractor, as liquidated damages and not by way of penalty the sum of 0.5% percent of the contract price of the undelivered services for each and every week or part thereof, which will be maximum up to 10% of the contract price. But if the delay arises from any cause which the contractor should promptly notify the purchaser and the purchaser admits it as reasonable ground for the further time, and delay is not attributed to the contractor, no liquidated damages will be leviable during the additional time thus agreed. In the event of the contractor's failure to deliver the services as per the contract-agreement, the Under Secretary (S&S), MHRD, New Delhi may at his discretion recover from the contractor liquidated damages out of the security deposit.

12.0 ARBITRATION:

In case of any dispute or difference arises out of or in connection with or carrying out of works (whether during the progress of the works or after their completion and whether before after determination, abandonment or breach of contract) except as to any of the matters, provided hereunder, the parties hereto, shall first endeavor to settle such dispute or differences amicably.

If both the parties fail to reach such amicable settlement, then either party (The Purchaser or Contractor) may (within 21 days of such failure) give a written notice to other party requiring that all matters in dispute or difference be arbitrate upon, such written notice shall specify the matters which are indifferences or of differences of which such written notice has been given and no other matters shall be referred to the arbitration of a single arbitrator to be appointed by both the parties or incase of disagreement as to the appointment of a single arbitrator, to two arbitrators are to be appointed by each party or in case of said arbitrators not agreeing them, to the umpire, to be appointed by the arbitrators in writing before entering upon the references. Provisions of **Arbitration and Conciliation Act 1996 or any statutory modification or reenactment**, thereof and rules framed there under from time to time shall apply to such arbitrations.

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Venue of arbitration shall be New Delhi, India. The award of the arbitrator shall be final, conclusive and binding on all parties to this contract. The Indian Laws shall govern this contract for the time being in force. The arbitrator or arbitrators appointed under this Article shall have the power to extend the time to make the award with the consent of the parties. Pending references to arbitration, the parties shall make all endeavors to complete the work in all respects and all disputes, if any will finally be settled in the arbitration. Upon every or any such references to the arbitration, as provided herein the cost of an incidental to the reference and Award respectively shall be in the discretion of the Arbitrators or the Umpire, as the case may be.

The Award of the Arbitrator or Arbitrators, as the case may, shall be final and binding on the parties. It is agreed that the Contractor shall not delay the supplies by reason of any such matter, question or dispute being referred, to arbitration, but shall proceed with the works with all due diligence. The Purchaser and the Supplier hereby also agree that arbitration under this clause shall be a condition precedent any right of action under the contract.

13.0 RISK CLAUSE

Ministry reserves the right for termination of contract at any time by giving one month's written notice, if the services are found unsatisfactory and also has the right to award the contract to any other agency at the cost, risk and responsibilities of the bidder and excess expenditure incurred on account of this will be recovered by the Ministry from his security deposit or pending bill or by raising a separate claim.

14.0 JURISDICTION & APPLICABLE LAW

The Laws of India shall govern the Contract. All disputes shall be decided within Jurisdiction of Hon'ble Delhi High Court.

15.0 CLEANING SERVICES

The firm has to ensure they will monitor the machine regularly and clean the machine at least once fortnightly for proper maintenance.

16.0 CORRESPONDENCE


All information, correspondence letters & details that accompany the tender documents and all further correspondence in connection with tender to be submitted in two copies to:

**The Under Secretary (S&S),
123-C, Department of Higher Education, Ministry of Human Resource Development,
Dr. Rajendra Prasad Road, New Delhi-110001**

- 17.0 The EMD of the unsuccessful tenderers will be released after finalization of the contract and EMD of successful tenderer will be released on receipt of Performance Security Deposit.
- 18.0 The EMD shall stand forfeited if a bidder withdraws or amends the bid/tender, or in case successful bidder fails to sign or accept the contract within the stipulated period. No interest will be payable on this amount. The EMD shall also stand forfeited in the event of premature withdrawal of the tender(s) by any of the tenderers.
- 29.0 The firm should furnish security money equivalent to 10% of contractual value in the form of Fixed Deposit Receipt/Bank Draft/Banker's cheque/Bank Guarantee in favour of "Pay & Account Officer(Education), MHRD New Delhi within 7 days from the date of award of the contract which will be returned after satisfactory completion of the contract. The security money should remain valid for a period of two months beyond the date of completion of the contract.

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- 20.0 If the work is found unsatisfactory or, if firm dishonor the contract, the security money may be forfeited and the job may be entrusted to another firm without giving any notice to the contractor. In this regard the decision of the office will be final and binding on the contractor.
- 21.0 No advance payment will be made in any case and TDS will be deducted as per rules.
- 22.0 The tender application without complete documents/information shall not be considered.
- 23.0 The Service Engineers will have a mobile phone which will not be switched off during the time when work is on.
- 24.0 The firm will prefer the bills – quarterly, for payment of the AMC charges along with satisfactory report duly signed by the officers/sections and to the satisfaction of Programmer, CMIS that all complaints have been attended to.
- 25.0 Compensation and connected expenses, what-so-ever, in case of any casualty (unforeseen) shall be the liability of the firm and borne/paid by the firm.
- 26.0 The firm will be entirely responsible for any loss caused to Government or to any other Government property as result of negligence or carelessness of firm. The firm should make good the financial or any other losses caused to /suffered by the Government on this account. In case of the Security deposit falls short or found to be insufficient to meet/adjust the loss thus incurred by the Ministry, the balance, as may be necessary, shall be recovered from the contractual charges due to the firm. The decision of the Ministry in the context shall be final and binding on the contractor.
- 27.0 The contract Awardee firm has to ensure that it fulfills all the requirements as per tax laws and other laws applicable to his firm/business. Ministry of Human Resource Development will not be liable for any violation of any laws/rules & regulations on the contractor and his firm.


(Sanjeev Shrivastva)
Under Secretary to Govt. of India
Tel. No. 23073109.

ELIGIBILITY CRITERIA

1. Firms having minimum experience, of 3 years in the relevant field, i.e., in the maintenance of 500 computers per year or more of all types & models of computer systems and the supporting peripherals / accessories in the Government Ministries / Departments / Government or Semi-government organizations, including Public Sector Undertakings, and having the requisite competence / capacity to do / handle the jobs relating to the maintenance of all makes & models of computer systems and the supporting peripherals / accessories efficiently and effectively **are eligible to participate in the tender process.**
2. Experience certificates, award letters and performance certificates of last three years issued by officers of the level of section officer and above should be uploaded (years i.e 2011-12, 2012-13 & 2013-14).
3. The firm must have annual turnover of Rs. 60 lakhs per annum during each year of the last 3 financial years. i.e. 2011-12, 2012-13 & 2013-14. Documents in support of turnover (along with Income Tax Returns and Audit Report / Tax Audit Report of the relevant years) must be uploaded with the tender.
4. The firm must have experience of having successfully undertaken at least one similar work of AMC of Computers, valued not less than Rs.5.00 lakhs in a single year, during each of the last three years (2011-12, 2012-13, 2013-14). Document in support of the claim signed by an officer of the level of Section Officer or above may be uploaded with the tender.
5. The firm must have **authorized service provider certificate** from any one of these firms i.e., HP, DELL, HCL, WIPRO, Zenith, IBM etc.
6. The firms participating in the tender must have PAN No./VAT Registration & Service Tax Registration certificate. The documentary proof of PAN No. registration certificate, VAT No. and Service Tax No is to be uploaded with the Technical Bid.
7. The firm should submit EMD worth 50,000/-(Rupee Fifty Thousand Only) in the form of Fixed Deposit Receipt/Bank Draft/Banker's Cheque/Bank Guarantee drawn in favour of "Pay & Account Officer(Education), Department of Higher Education, Ministry of Human Resource Development, Shastri Bhawan, New Delhi-110001.
8. The participating firms are required to upload the required documents as per the details given in Annexure-III for consideration and evaluation of their technical bids.
9. The financial bids are to be uploaded only in the BOQ in the CPP Portal. The rates quoted against each item in the BOQ will be excluding taxes, which will be paid as per rules.
10. It is cautioned that any firm which discloses its Rates in the technical bid will be summarily rejected.

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PROFORMA FOR TECHNICAL BID

(AMC of Computers, Laptop Computers, Printers, MFPs, Scanners, UPS etc in the Ministry of HRD for the year of 2015-16)

Qualifying Bid Documents

(Copies of all documents are required to be uploaded in the Technical Bid on the CPP Portal)

Tender No. 5-45/2014-S&S

Note: The documents to be uploaded should be legible. In case the uploaded documents are not readable, the tender cannot be examined and the Technical Bids can be rejected, thereby rejecting the Tender of that firm.

SL. No.	Details	Documents to be uploaded
1	Firms having minimum experience, of 3 years in the maintenance of 500 computers per year or more, of all types & models of computer systems and the supporting peripherals / accessories in the Government Ministries / Departments / Government or Semi-government organizations, including Public Sector Undertakings, and having the requisite competence / capacity to do / handle the jobs efficiently and effectively are eligible to participate in the tender process.	1. 3 years Experience Certificate of maintaining 500 computers & above.
2	Experience certificates, award letters and performance certificates of last three years issued by officers of the level of section officer and above should be uploaded (years i.e 2011-12, 2012-13 & 2013-14).	2. Award letter and Performance Certificates for last 3 years.
3	The firm must have annual turnover of Rs. 60 lakhs per annum during each year of the last 3 financial years. i.e. 2011-12, 2012-13 & 2013-14. Documents in support of turnover (along with Income Tax Returns and Audit Report / Tax Audit Report of the relevant years) must be uploaded with the tender. CA certificate / Balance Sheet / Profit & Loss A/c	3. Annual Turn Over to be clearly mentioned for 2011-12, 2012-13 and 2013-14. 4. CA certificate. 5. Income Tax Return 6. Audited Balance Sheet
4.	The firm must have experience of having successfully undertaken at least one similar work of AMC of Computers, valued not less than Rs.5.00 lakhs in a single year, during each of the last three years (2011-12, 2012-13, 2013-14). Document in support of the claim signed by an officer of the level of Section Officer or above may be uploaded with the tender.	7. Document showing AMC valued not less than Rs.5 lakhs during each of the last 3 years issued by officer not less than Section Officer.
5.	The firm must have authorized service provider certificate from any one of the firms ie., HP, DELL, HCL, WIPRO, Zenith, IBM etc.	8. Authorised Service Provider Certificate.
6	The firms participating in the tender must have VAT Registration & Service Tax Registration certificate. The documentary proof of registration certificate should be uploaded.	9. Copy of VAT No. 10. Copy of Service Tax No. 11. Copy of PAN No.
7	The firm should submit EMD worth 50,000/-(Rupee Fifty Thousand Only) in the form of Fixed Deposit Receipt/Bank Draft/Banker's Cheque/Bank Guarantee drawn in favour of "Pay & Account Officer(Education), Department of Higher Education, Ministry of Human Resource Development, Shastri Bhawan, New Delhi-110001.	12. Scanned Copy of EMD of Rs.50,000/-

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Declaration

I hereby certify that the information furnished above is full and correct to the best of my knowledge. I understand that in case any deviation in the above statement at any stage, the company will be blacklisted and will not have any dealing with the MHRD in future.

(Name & Signature of authorized signatory with stamp)

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PROFORMA FOR FINANCIAL BID

(Award of AMC of Computers & peripherals in the Ministry of HRD for the year of 2015-2016)

Financial Bid to be furnished only in the BOQ attached with Tender Document

Tender No. 5-45/2014-S&S

Sl. No.	Item Details	Quantity in Nos.
1.	Server : HCL & HP	3
2.	Desktop Computers (i3, i5 and i7)	409
3.	Desktop Computers (core 2 duo, Dual core, P-4)	380
4.	Apple i-Mac (under warranty upto June 2015)	3
5.	Laser Printers (HP and Samsung)	557
6.	Laser Colour Printers (HP, Canon, Samsung)	26
7.	Deskjet / Inkjet	15
8.	Dot Matrix	1
9.	MFP Laserjet (B/W) (HP-39, Samsung-18, Canon-11, Panasonic-20, Kyocera-4)	92
10.	MFP Laserjet (Colour) - 5 under warranty upto Dec-2015 (HP)	5
11.	MFP Deskjet	9
12.	Scanners	25
13.	UPS - 600 VA	102
14.	UPS - 1 KVA	617
15.	UPS - 2 KVA (under warranty upto 30.6.15)	4
16.	Online UPS - 2 KVA	6
17.	Laptop computers (HP - 29, Sony - 11, Apple - 4, Lenovo - 2)	46

(Name & Signature of authorized signatory with stamp)

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Instructions of Online Bid submission

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e Procurement at <http://eprocure.gov.in/eprocure/app>

- 1) Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the contractors/bidders on the e-Procurement/e-tender portal is a prerequisite for e-tendering.
- 2) Bidder should do the enrollment in the e-Procurement site using the "Online Bidder Enrollment" option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the bidders should provide the correct/true information including valid email id. All the correspondence shall be made directly with the contractor/bidders through email id provided.
- 3) Bidder need to login to the site through their user ID/ password chosen during enrollment/registration.
- 4) Then the Digital Signature Certificate (Class II or Class III Certificate with signing key usage) issued by SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/SmartCard, should be registered.
- 5) The DSC that is registered only should be used by the bidder and should ensure safety of the same.
- 6) Contractor/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.
- 7) After downloading / getting the tender document/schedules, the Bidder should go through the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
- 8) If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
- 9) Bidder then logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of e-Token/Smartcard to access DSC.
- 10) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'any tenders' folder.
- 11) From my tender folder, he selects the tender to view all the details indicated.
- 12) It is constructed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
- 13) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender documents/schedule and generally, they can be in PDF/xls/rar/jpg/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Bidders Bid documents may be scanned with 100 dpi with black and white option. It is advisable that each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through rar and the same can be uploaded, if permitted. However, of the file size is less than 1 MB the transaction uploading time will be very fast.
- 14) If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.
- 15) The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send

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along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.

- 16) Bidder should submit the Tender Fee/EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender or as indicated in the tender. Scanned copy of the instrument should be uploaded as part of the offer.
- 17) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- 18) The bidder has to select the payment option as offline to pay the Tender FEE/EMD as applicable and enter details of the instruments.
- 19) 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 time. Otherwise submitted bid will not be acceptable or liable for rejection.
- 20) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- 21) The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
- 22) If the price bid format is provided in a spread sheet file like BoQ_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Priced-bid/BOQ template must not be modified / replaced by the bidder; else the bid submitted is liable to be rejected for this tender.
- 23) The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bid online by the bidders at the eleventh hour.
- 24) After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
- 25) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- 26) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- 27) 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.
- 28) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 29) The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exist option in the browser.
- 30) For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Parallely for any further queries, the bidders are asked to contact over phone: 1-800-233-7315 or send a mail over to -cPPP-nic@nic.in.

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TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date

To

The Under Secretary to the Government of India
S&S Section
Ministry of Human Resource Development
Department of Higher Education
Room No.123-C
Shastri Bhawan
New Delhi.

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: 5-45/2014-S&S

Name of Tender / Work:- **Annual Contract for Computers, laptop computers, printers, MFPs, scanners, UPS etc., installed in the Ministry of Human Resource Development.**

Dear Sir,

1. I/We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' for the web site(s) namely:
Annual Contract for Computers, laptop computers, printers, MFPs, scanners, UPS etc., installed in the Ministry of Human Resource Development as per your advertisement, given in the above mentioned website(s).
2. I/We hereby certify that I/we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.,) which form part of the contract agreement and I/we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your Ministry/organisation too have all been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totally / entirely.
5. In case any provisions of this tender are found violated, then your Ministry/organisation shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours faithfully,
(Signature of the Bidder, with Official Seal)

Handwritten signature
31/3/15 20/20