

Tender Document (Annex-I)

**ANNUAL MAINTENANCE CONTRACT OF COMPUTERS, PERIPHERALS AND
LOCAL AREA NETWORKS (LAN)
AT
NATIONAL INSTITUTE OF TRAINING FOR STANDARDIZATION, NOIDA**

List of Documents:

1. Tender Document : Doc-I
2. Technical Bid: Doc-II
3. List of equipments and Financial Bid: Doc-III
4. Terms and condition as well as draft agreement: Doc-IV



**भारतीय मानक ब्यूरो
BUREAU OF INDIAN STANDARDS**

NATIONAL INSTITUTE OF TRAINING FOR STANDARDIZATION A-20&21,
Institutional Area, Sector- 62, Noida, UttarPradesh-201307

**TENDER DOCUMENT
FOR
ANNUAL MAINTENANCE OF COMPUTERS, PERIPHERALS AND LAN**

1. Invitation to bid

- 1.1 Quotations are invited in two-bid system for the Annual Maintenance service contract for Computers, peripherals and LAN which is installed at BIS (NITS), Noida (referred to NITS in this document)

The details of the systems (computers, peripherals, LAN, etc) are as given in Doc III. The actual number may either increase or decrease at the time of start of contract or during the year.

Notes:

Any of the above systems may be withdrawn at any time during the period of maintenance contract, maintenance charges for such equipment will be payable on pro-rata basis. Similarly equipment can be added during the period of maintenance and maintenance charges will be paid pro-rata basis.

- 1.2 The maintenance agency (referred to as agency in this document) is required to submit the technical and financial bid separately. The quotations in Sealed Cover-I containing “Technical Bid” and Sealed Cover-II containing “Financial Bid” should be placed in another sealed cover super scribed “Quotation for **Annual Maintenance Service Contract for Computers, Peripherals and LAN**”. The quotations should reach the Scientist-F & Head, National Institute of Training for Standardization, NOIDA latest by 1500 h on **09 November 2009**. Quotations will be opened on the same day i.e. **09 November 2009** at 1530 h in the presence of such bidders or their duly authorized representatives as may be present. As a token of acceptance of all the terms and condition mentioned in this document, the bidder is required to sign all pages of this document and return the same along with their bid. Tenders of unsigned document will be rejected. The price bid of those bidders will be opened who fulfill all the requirements of the technical bid.

**(Signature of Authorized Signatory
With Company Seal)**

Price: Rs 300.00

(Those who download the tender document from
Website should enclose a DD for Rs 300.00
Towards cost of tender)

2. Description of the Work:

- 2.1 The maintenance services will consist of
- a) On-site preventive and break-down maintenance of PCs and peripherals at National Institute of Training for Standardization **NITS**, Noida where the above equipments are installed as indicated from time to time.
 - b) The maintenance will include necessary repairs to the installed systems and replacement of defective/damaged parts, components and other accessories free of cost.
 - c) The maintenance also includes removal of virus, software patch updation, HDD crash recovery, system administration, network administration, software support/troubleshooting to keep the system fully operational. The agency will be responsible for providing virus free computer environment in NITS,Noida.
 - d) The maintenance also includes repair maintenance and troubleshooting of all LAN components excluding switches to keep LAN fully operational.
- 2.2 The contract will be initially for one year. The contract may be renewed for two years, one year at a time, at the discretion of NITS and based on satisfactory services provided by the agency.
- 2.3 The maintenance services will be provided from 0900 h to 1800h (Monday to Friday). Provision of availability of Service Engineers on Saturdays, Sundays and Holidays shall be made by the agency in case of exigency.
- 2.4 The agency shall depute one resident Engineer on regular basis for the maintenance work on all working days. The agency shall provide maintenance services through qualified experienced and competent engineer.
- 2.5 Additional engineer(s) may be deputed whenever there is more workload/complaints / also for job require different specialization than that of the deputed engineer, an additional engineer be deputed on request basis to rectify the equipment within the stipulated response time.
- 2.6 All computes, peripherals and their parts as mentioned in Doc III will be covered under the maintenance.
- 2.7 The parts/components/sub-assemblies used for repair/replacement by the contractor will be of the same/equivalent or higher make and functional capability as originally available in the systems. Except consumables like ribbons, laser printer toner, floppies, cables and IOs (in case of LAN) the contractor will supply all other parts/components/sub-assemblies including fuser assembly of laser printer free of cost.
- 2.8 The systems that are not serviceable by the agency due to obsolescence of technology or non-availability of parts/components/assemblies will be withdrawn from the maintenance contract. The decision of BIS (NITS) regarding non-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 from the amount due to the agency.
- 2.9 The agency shall also carryout periodic preventive maintenance including external cleaning of equipments once every month in days and time convenient to the users.

3. GENERAL CONDITIONS

- 3.1 The **NITS** reserves the right to accept or reject summarily any or all quotations, in whole or in part without assigning any reasons whatsoever.
- 3.2 **NITS** reserves the right to increase or decrease quantities of any item of the work and the agency shall maintain the same at the rate quoted for similar item.
- 3.3 The **NITS** takes no responsibility for any delay, loss or non-receipt of a quotation after dispatch.
- 3.4 No transportation charges, what so ever shall be paid by **NITS** for any type of services.
- 3.5 The agency shall ensure to keep sufficient number of standby equipment/ components at **NITS** to meet the stipulated response time. Minimum one UPS of 800VA, one mouse /one key board shall be kept as standby at **NITS**.
- 3.6 The Agency must be registered with the Registrar of Companies or with the Noida/NewDelhi Sales Tax Department for Works Contract Tax or with other relevant government departments. Necessary supporting documents must be attached.
- 3.7 The agency must be currently maintaining more than 50 computers each on LAN at a minimum of three locations in Delhi/NCR. Copies of three such work order or any other documentary evidence clearly showing that more than 50 computers are being maintained at a single location should be attached.
- 3.8 The agency must have satisfactorily executed in last 3 years minimum 3 AMC of more than 50 computers connected in LAN under Window NT/Windows 2000/2003 Server environment. Necessary supporting documents as required must be attached.

4. TECHNICAL SPECIFICATION

- 4.1 The technical details and no. of equipments shall be as per the details given in Document III

5. PAYMENT TERMS AND CONDITION

- 5.1 The payment to the agency will be made on quarterly basis at the end of each quarter against invoice with PAN number, raised by the agency and based on past performance. TDS, WCT and any other tax as applicable as per prevailing rates will be deducted before making the payment.
- 5.2 The maintenance charges quoted by the agency per item should be all-inclusive on yearly basis excluding Service tax. No escalation of prices shall be permitted on any ground.

6. EARNEST MONEY DEPOSIT and PERFORMANCE SECURITY DEPOSIT

- 6.1 **Earnest Money** - The bidder shall deposit a sum of Rs. 5,000/- as earnest money through a demand draft infavour of Bureau of Indian Standards, payable at New Delhi/ Noida at the time of submission of tenders, failing which bids will not be considered. The Earnest Money of successful bidder will be returned only after furnishing of the performance security. The Earnest Money of the unsuccessful bidder whose technical bid has not been found suitable will be returned
- 6.2 **Performance Security** – The agency shall be required to deposit a sum equivalent to 10% of the total work order at the time of signing the contract as performance security by demand draft/term deposit or provide a Bank Guarantee for the said amount from a Scheduled bank, pledged infavour of Director General, Bureau of Indian Standards, New Delhi. No interest shall accrue on this amount. The security amount shall be repayable after three months of the expiry/termination of contract after deduction of penalty/other dues, if any.

7. TERMINATION OF CONTRACT AND PENALTY

- 7.1 If the services provided by the agency under this maintenance contract are not to the full satisfaction of **NITS**, the maintenance contract may be terminated by **NITS** and the charges shall be payable only up to the period, till which the agency has rendered satisfactory services. The decision of **NITS** in this regard shall be final and binding on the agency.
- 7.2 In case of non-compliance with the contract, BIS reserves the right to cancel/rescind/revoke the contract and impose suitable penalty in proportion to damages.
- 7.3 The max. response time for repairing the system shall not be more than one day and penalty for failure of the agency to repair the system/providing equivalent standby equipment within the response time will be Rs 500/- per system/sub-system per day.

8. ARBITRATION

- 8.1 In the event of any dispute or difference relating to maintenance service of computers and application of the provisions of the contract (whether during the service period or upon its completion), the same shall be settled amicably through mutual discussions, or shall be referred to the sole arbitrator of a person appointed by the Director General of BIS.

9. JURISDICTION

- 9.1 The court at Gutambudh Nagar ,Noida alone shall have the jurisdiction in any matter arising out of or relating to or touching this agreement.

10. DOCUMENTS/INFORMATION REQUIRED TO BE SUBMITTED WITH THE BID

1. Tender document/Doc-I duly signed on each page.
2. Technical bid as per Document-II filled and duly signed along with all required documents
3. Financial bid as per Document-III filled and duly signed.
4. The details of the clients to whom such service is being provided and feed back letters from such clients regarding satisfactory service provided.
5. DD for Rs. 5,000/- as EMD in favour of “Bureau of Indian Standards, payable at New Delhi/Noida”

**(Signature of Authorized Signatory
With Company Seal)**

Technical Bid

The technical bid shall contain following information in a sealed cover super scribed “Technical Bid”:

1. Name, Address, Set up and status of the Agency including the details of the contact person with telephone number.
2. The bidder shall be a company registered with the Registrar of Companies and registered with Noida/ New Delhi Sales tax for Works contract Tax. Document in support of registration with the Registrar of companies and with the New Delhi/ Noida Sales Tax Department for Works Contract Tax.
3. EMD of Rs. 5,000/- (Rupees Five thousand only) in form of DD/pay order in favour of Bureau of Indian Standards, payable at New Delhi/ Noida
4. PAN No. & Service tax registration no. of the agency.
5. Equipments to be brought under AMC are as per Document-III
6. List of services engineers employed with you with details of qualification and experience in the relevant field as per the Performa enclosed. The engineer(s) deputed to NITS will be qualified and should have minimum 3 years experience (Copies of qualification and experience certificates to be enclosed).

Sl. No.	Name	Technical qualifications	Area of specialization	No. of years of experience	Area of Experience	Date of joining the firm

7. List of clients including Govt. Departments/Public Sector Undertakings with name, complete address and contact person with telephone number where the company is currently maintaining more than 50 computers on LAN in a single location in Delhi/NCR as per the Performa enclosed. Copies of two such work order preferably of Govt. Departments/Public Sector Undertakings or any other documentary evidence from clearly showing that more than 50 computers are being maintained at a single location should be attached.

Sl.No.	Name of organization with complete address and telephone numbers to whom services provided	From	To	Contracted Amount(Rs per month)	Reason for Termination

8. List of maintenance contracts satisfactorily executed by the agency in last 3 years. Minimum 3 such maintenance contracts of more than 50 computers connected in LAN under Window NT/Windows 2000/2003 Server environment should be listed. A Performance Certificate to this effect from at least three such clients preferably Govt. Departments /Public Sector Undertakings shall be furnished.

Sl. No.	Name of the Organization/Govt. dept/PSU	No. of resident engineers provided	No. of PCs	Period of contract	Contract value (Rs. in lakhs)

9. Technical Infrastructure available for repair of Computer, Printers and Peripherals (Attach separate sheet if required)
10. Tender document (Doc-I) duly signed in each page.

**(Signature of Authorized Signatory
With Company Seal)**

Financial Bid

The financial/price bid should contain the quotation for maintenance charges including cost of components /parts etc. per item in terms of yearly basis only, as listed below. Price quoted by the tenderer shall be all inclusive except service tax. No escalation of prices would be permitted on any ground. The financial bid should be enclosed in a separate sealed cover super scribed “Financial Bid”.

A. Equipments to be brought under maintenance contract at the time of the commencement of the contract

1. Equipments to be brought under AMC

Sl. No.	Equipment	Make/Model	Number	Rate year per piece	Total
1.	Pentium IV	Lap top(HP)	2		
2.	Pentium-IV	HCL	34		
3.	Printer Color	HPLJ 1200	1		
4.	Printer	HPLJ 1050	4		
5.	Printer	HPLJ 1005	4		
6.	Scanner	HP SJ C7716A	1		
7.	UPS	500- 800 VA Offline	18		
8.	UPS	1KVA Online(Triniton)	1		
Total (A)					

B. LAN (of approximately 51 nodes excluding switches) _____

(Please quote in Lump sum) (Without items like IOs, jack panels, etc.)

C. Total (A + B): _____

D. discount (if any): _____

Net Total (C – D): _____

Note: *Actual number of equipment may vary at the time of awarding of contract. For some of the equipment AMC will start during the year as stated above. Few computers on LAN are under warranty with OEM. Software support would also be provided for computers under warranty.*

**(Signature of Authorized Signatory
 With Company Seal)**

Draft Agreement to be signed for Annual Maintenance Contract

< On Rs 100.00 Non Judicial Stamp Paper >

**MAINTENANCE AGREEMENT FOR
COMPUTERS, PERIPHERALS, AND LOCAL AREA NETWORKS**

This agreement is made on _____ 2009 between the **Bureau of Indian Standards, National Institute of Training for Standardization**, A-20&21, Institutional Area, Sector – 62, Noida ,UP-201307 hereinafter referred to as “NITS”,

and

M/s _____, a registered company with registered office at _____,
hereinafter referred to as “Agency”,

and both the parties as mentioned above set forth and agree to abide by the following terms of this agreement.

1. SCOPE OF THE AGREEMENT

- 1.1 The maintenance services under the maintenance contract shall comprise of preventive and break-down maintenance of computers, associated peripherals includes UPS and LAN as per Annexure - I enclosed.
- 1.2 All the terms and conditions as mentioned in the Tender document, along with all the Annexure/Appendices as well as the technical bid and financial bid submitted in response to the tender notice invited by NITS form part of this contract.
- 1.3 Maintenance services shall be provided on-site at the above mentioned NITS premises from time to time.
- 1.4 Any of the above systems (in Annexure-1) may be withdrawn at any time during the period of maintenance contract; maintenance charges for such equipment will be payable on pro-rata basis. Similarly equipment can be added during the period of maintenance contract and maintenance charges will be paid pro-rata basis.
- 1.5 The relationship between NITS and the Agency shall be that of the ‘Principals’ and the ‘Maintenance service provider’ or ‘contractor’.

2. Description of the Work: Shall be as per the 2.1 clause of tender document -I

3. Service Engineers

- 3.1 The service engineer deputed at NITS should possess at least a 3 years Diploma in Comp Sc. & Engg./Electronics or Bachelor's degree in Science or Engineering in Computer Science/IT/Electronics related discipline with at least 3 years of post qualification experience. Industry certification like MCSE /CNE, SQL, will be preferred for hardware service engineer. .
- 3.2 The agency is required to provide evidence in respect of qualification and experience, which would be checked by **NITS** to see the suitability/competency of the service engineer.
- 3.3 The Service Engineers provided by the Agency shall not be changed frequently. Only one change will be permitted during the year. For any subsequent changes a penalty of Rs 5000/- would be payable, However if found incompetent by **NITS**, the service engineer will be changed by the Agency.
- 3.4 The Agency and the resident personnel shall follow the system of monitoring the work and attendance of the service personnel as stipulated by **NITS**.
- 3.4 In the absence of any engineer/personnel, it shall be the responsibility of the agency to depute another competent and experienced engineer during the period of absence of the designated engineer/personnel.
- 3.4 Additional engineer may be deputed at **NITS** whenever there are more workload/complaints to rectify the equipment within the stipulated response time.

4. PAYMENT TERMS AND CONDITIONS

- a. **Performance Security** – The agency shall be required to deposit a sum equivalent to 10% of the total work order at the time of signing the contract as performance security in cash/demand draft/term deposit or provide a Bank Guarantee for the said amount from a Scheduled bank, pledged in favour of Director General, Bureau of Indian Standards, New Delhi. No interest shall accrue on this amount. The security amount shall be repayable after one month of the expiry/termination of contract after deduction of penalty/other dues, if any.
- b. The payment to the agency will be made on quarterly basis in at the end of each quarter against invoice with PAN number, raised by the agency and based on past performance.
- c. TDS, Service tax, WCT and any other applicable taxes as per prevailing rates, will be deducted before making the payment.
- d. The maintenance charges quoted by the agency per item are on yearly basis inclusive of all taxes and levies applicable. No escalation of prices shall be permitted on any ground. However for the spares required to be supplied on chargeable basis as per the terms and conditions of the tender notification, the Service Tax will be applicable.

5. PENALTY

- 5.1 If the services provided by the agency under this maintenance services contract are not to the full satisfaction of **NITS**, the maintenance contract may be terminated by BIS and the charges shall be payable only up to the period, till which the agency has rendered satisfactory services. The decision of **NITS** in this regard shall be final and binding on the agency.

- 5.2 In case of non-compliance with the contract, **NITS** reserves the right to cancel/rescind/revoke the contract and impose suitable penalty in proportion to the damages.
- 5.3 The maximum response time for repairing the system shall not be more than five hours and penalty for failure of the agency to repair the system/providing equivalent standby equipment within the response time will be INR 300.00 per system/sub-system per day.
- 5.4 If the Service Engineer fails to attend to the work a penalty of Rs.1000 will be imposed depending on the problem faced by **NITS**.

6. ARBITRATION

- 6.1 In the event of any dispute or difference relating to maintenance service of computers and application of the provisions of the contract (whether during the service period or upon its completion), the same shall be settled amicably through mutual discussions, or shall be referred to the sole arbitrator of a person appointed by the Director General of BIS. The decision of the sole arbitrator shall be final & binding on both parties.

7. COMMENCEMENT OF THE AGREEMENT AND TERMINATION

- 7.1 The contract will be initially for one year from the date of signing of this agreement.
- 7.2 The contract may be renewed for two years, one year at a time, at the discretion of **NITS** and based on satisfactory services provided by the agency.
- 7.3 This Agreement may also be terminated by **NITS** forthwith if at any time:
The agency fails to rectify major pending complaints that have become due and such failure continues for a period of thirty days.
or

The Agency commits any other breach of this Agreement if such breach is not remedied (if capable of remedy) within forty five days of receipt of notice specifying the breach and calling upon the agency to remedy it.

or

The agency goes into liquidation (not being a voluntary liquidation, for the purpose only of a bona fide reconstruction or amalgamation) or enters into any composition arrangements with its creditors or a receiver of its assets is appointed.

- 7.4 In case of any matter relating to terms and conditions not specified in this Agreement, the same shall be decided by mutual agreement of **NITS** and the **Agency**.

8. AGREEMENT AND WARRANTY

- 8.1 Nothing in this Agreement shall create, or be deemed to create, a partnership or the relationship of employer and employee between the parties.
- 8.2 The Agency and **NITS** represent, warrant and undertake that they have full powers and authority to enter into this Agreement and perform on the obligations they have assumed thereunder. The parties further represent, warrant and undertake that there are no restrictions what so ever preventing them from performing their obligations of entering into this Agreement.

9. **NOTICES**

9.1 Any notice to be given under this Agreement shall be in writing and sent by facsimile transmission or forwarded by registered post to the other party or its nominee, shall be deemed to have been given on the date of dispatch.

10. **FORCE MAJEURE**

10.1 *If either party is affected by force majeure it shall forthwith notify the other party of the nature and extent thereof.*

10.2 Neither party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other, by reason by any delay in performance, or non-performance, of any of its obligations hereunder to the extent that such delay or non-performance is due to any Force Majeure of which it has notified the other party; and the time for performance of the obligations shall be extended accordingly.

11. **APPLICABLE LAW**

11.1 The Agreement shall be governed by Indian Law and both the parties consent to the jurisdiction of NOIDA Courts in all matters regarding the Agreement.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by the hands of duly authorized representatives on the day, month and year first before written.

WITNESSES

Signed:
For and on behalf of

BUREAU OF INDIAN STANDARDS

1. **Scientist-F & Head (HNITS)**
Authorized Signatory

2. For and on behalf of
M/s _____
Authorized Signatory