

BUREAU OF INDIAN STANDARDS  
(ERO – KOLKATA)

Our Ref: ERO/A-9.13

3 July 2015

Subject: Tender for maintenance contract of  
Computers, Printers & Peripherals

Dear Sir,

Sealed Tenders in two bid system for the subject work, are invited from eligible bidders by **Bureau of Indian Standards, Eastern Regional Office, 1/14 C.I.T. Scheme VII M, VIP. Road. Kankurgachi, Kolkata-54 on or before 27th July 2015 at 1400h.** The tender document is to be submitted in two separate envelopes each sealed and clearly identified and addressed to “**Deputy Director (A&F)**” on the address given above. Both the envelopes along with the requisite EMD, shall be contained in a large envelope super scribed “Tender for maintenance contract for Computers, Printers & Peripherals.” The Technical Bid shall be **opened on the same day at 1500hrs. in the Conference hall of Bureau of Indian Standards, 1/14, CIT Scheme, VII M, VIP Road, Kankuargachi, Kolkata - 54**

The tender document with draft agreement can be downloaded from BIS website. **[www.bis.org.in](http://www.bis.org.in) or [www.eprocure.gov.in](http://www.eprocure.gov.in).**

The Competent Authority reserves the rights to cancel any or all the tenders without assigning any reason thereof.

Any further clarification and/or corrigendum (s), if any, shall be communicated through tender section on the BIS website **[www.bis.org.in](http://www.bis.org.in) or [www.eprocure.gov.in](http://www.eprocure.gov.in)**

Thanking you,

Yours faithfully,

(V. Agarwal)  
Deputy Director (A&F)

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**BUREAU OF INDIAN STANDARDS  
EASTERN REGIONAL OFFICE  
“ERO KOLKATA”  
1/14 C.I.T. Scheme VII M, VIP Road, Kankurgachi  
Kolkata –700 0-54.**

**TELEPHONE NOS : 2320 9121/ 2320 8499**

**TENDER DOCUMENT FOR MAINTENANCE CONTRACT  
OF COMPUTERS, PRINTERS & PERIPHERALS**

**1. INVITATION TO BID**

1.1 Sealed quotations are invited for maintenance contract for Computer and Printers installed at the office of Bureau of Indian Standards (BIS) ERO Kolkata.

1.2 Details of the systems are as given in **Annexure 1**. The actual number may either increase or decrease during the period of contract, which normally One year from the date of award of contract.

1.3 Any of the above systems may be withdrawn at any time during the period of contract and maintenance charges for such equipment will be paid on pro rata basis.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

**2. PROCEDURE OF SUBMITTING THE TENDER**

2.1 Two bid system i.e. Technical Bid and Financial Bid would be adopted. The Technical Bid shall consist information pertaining to the qualifications of the agency, which would be opened first for assessment of competence of the agency.

2.2 Financial Bid shall be opened of only those bidders who are found successful in the process of technical assessment by this office.

2.3 The bidder is required to submit the technical and financial bids in two separate sealed envelopes super scribed “**Technical Bid**” and “**Financial Bid**”. Both the envelopes shall be contained in a large envelope which may also be sealed and super scribed “**Tender for maintenance contract of Computers, Printers and Peripherals**”, and should reach **Deputy Director, (A& F)**, Bureau of Indian Standards, Eastern Regional Office. 1/14 C.I.T. Scheme VII M, Kankurgachi, Kolkata-700 054 latest by **27 July 2015 at 1400 hrs.**

2.4 The date of opening of the Tender shall be on the same day at 1500 hrs. or on the next working day in case the date of opening is a holiday and shall be opened in the presence of such bidders or their duly authorized representatives as may be present.

2.5 The bidder is required to sign all pages of this document and return the same along with their bid as a token of acceptance of all the terms and conditions mentioned in this document. Unsigned document will be rejected. Price bid of those bidders will be opened who fulfill all the requirements of the technical bid.

### **3. DOCUMENTS TO BE SUBMITTED WITH TECHNICAL BID**

3.1 **TECHNICAL BID** ; The Technical Bid shall contain following information in a sealed cover.

- a) Name, address, set up and status of the organization.
- b) Service Tax Registration
- c) TDS Registration
- d) Copies of balance sheet of previous three financial years ending 31.3.2015.
- e) Demand Draft for Rs. 10,000.00 towards Earnest Money Deposit, to be payable in favour of Bureau of Indian Standards, Kolkata.
- f) Proforma pertaining to yes/no for the required information at **Annexure 2** may be completed and submitted.
- g) List of qualified service engineers with details of qualification and having more than 3 years of experience in the relevant field, as per **Annexure-3**, to be enclosed. The qualification and experience of resident engineer deputed to BIS will be verified. Copies of qualification and experience certificates to be enclosed.
- h) List of clients with name, complete address and contact person with telephone number where the company is currently maintaining more than 60 PCs and printers in a single location to be given in **Annexure 4**. Copies of two such work order or any other documentary evidence from Govt. Deptt./public Sector Undertaking clearly showing that more than 60 PCs and Printers should be listed in the **Annexure-5**. A performance certificate to this effect from at least two Govt. Deptt/PSU shall be furnished.
- j) List of AMC satisfactorily executed by the agency in the last 3 years. Minimum 2 such AMC of more than 60 PCs and Printers should be listed in the Annexure-5. A performance certificate to this effect from at least two Govt. Deptt/PSU shall be furnished.
- k) Details of testing and repair facility available with the company.

**4. DOCUMENTS TO BE SUBMITTED WITH FINANCIAL BID**

4.1 Proforma at Annexure-1 may be completed for submitting the financial bid and submitted in a separate sealed envelope. No escalation of prices would be permitted on any ground during the contract period.

**5. TERMS AND CONDITIONS**

5.1 The agency shall depute fully trained and disciplined personnel.

5.2 An agreement shall be entered into for the period of contract initially, which may be extended up to three years on yearly basis, if service are found satisfactory. The extension of contract on yearly basis is the sole discretion of the Competent Authority of the Bureau.

5.3 TDS as per rules shall be deducted from the bill of the agency.

5.4 The agency shall be held responsible for any loss of BIS property, if it takes place, due to any lapse of the personnel deployed by them. BIS shall have the right to deduct appropriate amount from the bill of the agency to make good the loss so incurred.

5.5 BIS reserves the right to cancel the contract if the instructions are not properly followed.

5.6 Tender not properly sealed and incomplete tenders are liable to be rejected.

5.7 BIS reserve the right to accept or reject any/all quotation(s) in whole or in part without assigning any reason..

5.8 BIS reserve the right to increase or decrease of quantities of any item of work and the agency shall maintain the same at the rate quoted for similar item.

5.9 BIS takes no responsibility for delay, loss or non-receipt of a quotation after dispatch.

5.10 The maximum response time for repairing the system shall not be more than 24 hours and the agency shall provide equivalent standby equipment within the response time.

5.11 In the event of dispute, the decision of Deputy Director General, Bureau of Indian Standards, ERO Kolkata shall be final and binding.

5.12 No transportation charges will be paid by BIS for any type of services

5.13 In the event of dispute, if any, the courts of Kolkata will have the jurisdiction.

5.14 An agreement shall be signed with the successful bidder as per specimen enclosed.

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**Note: These terms and conditions are part of the Agreement between BIS and the Agency and any non-compliance shall be deemed as breach of the Agreement.**

**6. NATURE OF WORK**

6.1 The agency shall provide on site preventive and corrective maintenance of Computers and Printers at BIS. ERO Kolkata and the location where the above equipment are installed as indicated from time to time.

6.2 The maintenance also includes removal of virus, software patch updation, software support/trouble shooting to keep the system fully operational and internet support. The agency will be responsible for providing virus free computer environment at BIS ERO Kolkata.

6.3 The maintenance will include necessary repairs to the installed systems and replacement of defective/damaged parts, components and other accessories. The parts/ components/sub-assemblies used for replacement by the agency shall be new and of the same/equivalent or higher make and functional capability as originally available in the systems and the cost shall be borne by BIS on submission of bill and certified by officer/staff.

6.4 The system 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 regarding non-availability and obsolescence of technology will be final. Withdrawal of such system shall be communicated to the agency and equivalent maintenance charges shall be deducted from the amount due to the agency.

6.5 The agency shall also carryout periodic preventive maintenance including external cleaning of equipments once every month, on the days and time convenient to the users.

6.6 The maintenance services will be provided from 0900 h to 1730 h (Monday to Friday) normally. However, in case of exigencies services are to be provided on Saturday and holidays also.

6.7 The agency shall provide maintenance services through a qualified, experienced and competent resident engineer who shall stay at BIS ERO Kolkata from 0900h to 1730h. The resident engineer will be responsible for hardware maintenance and network trouble shooting, user software support including virus cleaning/patch installation and software installation. The engineer responsible for should have expertise to cover all items of PCs; printers and network components. Engineer shall prepare a log book and make necessary entries after each repairs as proof of completion of work within stipulated time and get the same signed by officer/staff lodging the complaint.

6.8 Additional engineer may be deputed at BIS ERO Kolkata in addition to

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resident engineer wherever there is more workload/complaints to rectify the equipment within the stipulated response time.

6.9 All Computers and Printers and their parts as mentioned in Annexure-1 will be covered under the maintenance.

## **7. RESIDENT ENGINEER**

7.1 The Resident Engineer deputed at BIS should have at least Diploma in Computer Science related discipline or Bachelor's Degree in Computer Science/ IT related discipline with at least 3 years of post qualification experience. The agency is required to provide evidence in respect of qualification and experience, which would be checked by BIS to see the suitability/competency of the resident engineer.

7.2 The Resident Engineer provided by the agency shall not be changed frequently. Only one change will be permitted during the year. For any subsequent change a penalty of Rs. 2000.00 would be payable. However, if found incompetent by BIS, the resident engineer shall be changed by the agency.

7.3 The agency and resident engineer shall follow the system of monitoring the work and attendance of the service engineer as stipulated by BIS. ERO Kolkata and shall report to the computer coordinator.

## **8. EARNEST MONEY**

8.1 Earnest Money deposit of Rs. 10,000.00 (Rupees Ten thousand only) in the form of Demand Draft in favour of "Bureau of Indian Standards, payable at Kolkata" must be submitted along with the Technical Bid, otherwise, the tender would be liable to be reject. The Earnest Money will remain with BIS up to the final award of contract. No interest shall be payable on Earnest Money. The Earnest Money of the successful bidder shall be adjusted against the Security Deposit. The Earnest Money of the unsuccessful bidders shall be refunded to them after the finalization and award of contract.

## **9. SECURITY DEPOSIT**

9.1 The successful bidder shall be required to deposit a sum equivalent to 10% of the total work order at the time of signing the contract towards Security Deposit by Demand Draft in favour of "Bureau of Indian Standards, payable at Kolkata". No interest shall be payable on the Security Deposit. This would remain with BIS until the completion of the contract period.

**10. PAYMENTS**

10.1 The payment to the agency shall be made, on quarterly basis at the end of each quarter against invoice with PAN number and Service Tax Registration Number raised by the agency, and based on the performance. TDS, as applicable, will be deducted before making the payment.

**11. PENALTY**

11.1 If the service provided by the agency under this maintenance contract are not to the full satisfaction of BIS, 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 service. The decision of BIS in this regard shall be final and binding on the agency.

11.2 In case of non-compliance with the contract, BIS shall reserve the right to cancel/rescind/revoke the contract and impose suitable penalty in proportion to damages.

11.3 The maximum response time for repairing the system shall not be more than 24 hours and penalty for failure of the agency to repair the system/providing equivalent standby equipment within the response time will be Rs. 200.00 per system per day.

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ANNEXURE – 1

**(FINANCIAL BID)**

Sr. NO	EQUIPMENT	MAKE MODEL	NO.	RAT PER YEAR PER EQPT	TOTAL AMOUNT QUOTED
1	PENTIUM IV		15		
2	PENTIUM DUAL CORE	HCL	04		
3	DELL I5	DELL	14		
4	PRINTER	HPL J 1150	08		
5	PRINTER	HPL J 1022	02		
6	DELL I3	DELL	02		
7	HCL I5	HCL	03		
8	PRINTER	HPLJ 1005	04		
9	PRINTER	HPLJ 3050	03		
10	SCANNER	HP Scan Jet	01		
11	LAPTOP	HCL INFINITE	05		
12	RESIDENT ENGINEER	-----	01	-----	

Grand total

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Signature with rubber stamp



**ANNEXURE – 2**

**PROFORMA OF COMPLIANCE FOR THE REQUIREMENT OF  
TENDER (TECHNICAL BID)**

Sr. No	DESCRIPTION OF REQUIREMENT	YES	NO
1	Name, address, Set up and status of Organization		
2	Registration Certificate of Service Tax-enclosed		
3	Registration with Income Tax for TDS-enclosed		
4	Copies of balance sheet of Previous three financial years ending 31.3.2015 enclosed		
5	List of clients with name, complete address and contract person with telephone number where the company is currently maintaining more than 66 PCs and printers in a single location in ERO Kolkata & copies of two such work order - enclosed		
6	List of AMC satisfactorily executed by their agency in the last 3 years - enclosed		
7	Details of testing and repair facility available with the company - enclosed		
8	Details of arbitration cases, if any - enclosed		
9	Demand draft for Rs. 10, 000.00 as Earnest Money-enclosed		
10	Financial Bid sealed in a separate envelope in Annexure-1 - enclosed		
11	Annexure-3 - enclosed		
12	Annexure – 4 - enclosed		
13	Annexure –5 - enclosed		

Signature with rubber stamp

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**ANNEXURE - 3**

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

Signature with rubber stamp

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**ANNEXURE - 4**

Sr. No.	Name of the Organization/ Govt. Dept./PSU with contract person with Tel. No.	Details of Equipment and Nos.	Period of contract	Contract Value

Signature with rubber stamp

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**ANNEXURE - 5**

Sr. No.	Name of the Organization/ Govt. Dept./PSU	No. of PCs and Printers	Period of Contract	Contract value

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Signature with rubber stamp

( To be made on Rs. 100/- Non Judicial Stamp Paper)

**DRAFT AGREEMENT**

THIS AGREEMENT is made on ---- day of ----- Two thousand fifteen between BUREAU OF INDIAN STANDARDS, Eastern Regional Office at 1/14 C.I.T. Scheme-VIIM, VIP Road, Kankurgachi, Kolkata-700 054, as one part, hereinafter called ' BIS' and M/s -----, having its registered office at ----- hereinafter called the 'Agency' for the Maintenance Contract of Computers, Printers and Peripherals.

WHEREAS the BIS is desirous to engage the Agency for Maintenance Contract of Computers, Printers and Peripherals for Bureau of Indian Standards (Eastern Regional Office) Main Building at 1/14, CIT Scheme VIIM, VIP Road, Kankurgachi, Kolkata- 54 & Sales office at 5 Chowringhee Approach Kol-72 on the terms and conditions stated below:-

1. The Agency shall be solely responsible for compliance to provisions of various laws and all obligations of Govt./Statutory Bodies relating to personnel deployed in BIS for the scheduled work.. The Bureau shall have no liability in this regard.
2. The Agency shall be solely responsible for any accident/medical/Health related liability/ compensation. The Bureau shall have no liability in this regard.
3. The agency shall be solely responsible to comply with terms & conditions mentioned in the Tender Document.
4. **Penalty:** In case of non-compliance with the contract, the Bureau reserves its right to :-
  - a) Cancel/revoke the Contract; and/or
  - b) Impose penalty upto 10% of the total value of contract.
5. **Termination:** The Contract can be terminated by giving one month's notice, in case the Agency:
  - a) Assigns or sub-contracts any of this service.
  - b) Violation/Contravention of any other terms and conditions mentioned herein.
  - c) Does not improve the performance of the services in spite of instruction.
  - d) Any violation of instructions/agreement or suppression of facts.

On termination of the contract, it shall be the responsibility of the agency to remove his personnel immediately. Bureau shall not indemnify any loss caused to the agency by such termination, whatsoever it may be.

6. Security deposit equal to 10% of the annual contract value (refundable without interest after three months of termination of the contract ) in the form of pay order/Demand draft shall be payable at the time of signing of the Agreement.

7. The Agency shall be fully responsible for monthly payment to the personnel deployed in BIS for the nature of work..
8. The Engineer/personnel provided by the Agency for the work will not claim to become the Employees of the BIS and there will be no Employee and Employer relationship between the personnel engaged by the Agency for deployment in BIS.
9. There would be no increase in rates payable to the agency during the contract period except reimbursement of statutory taxes if any, revised by the Government
10. The Agency also agrees to comply with Terms and Conditions and amendments thereto if any, from time to time.
11. **Arbitration:** In case of any dispute or differences arising on terms and conditions, the same shall be settled by reference to arbitration by sole arbitrator to be appointed by Bureau of Indian Standards, Kolkata. The provision of Arbitration and Conciliation Act, 1996 shall be applicable
12. **Jurisdiction:** In case of any dispute or differences between the Agency and BIS, BIS shall have the right to decide. However all matters of jurisdiction shall be at the local courts located at Kolkata.
13. Decision of BIS in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.

THIS AGREEMENT will take effect from ----- day of ----- Two thousand fifteen and shall be valid for one year which may be extended by three years, one year at a time, if the services are found to be satisfactory on the same terms and conditions and at the discretion of Authority of the 'BIS'.

IN WITNESS WHERE OF both the parties have set and subscribed their respective hands with their Seal in Kolkata in the presence of the witness :-

#### **BUREAU OF INDIAN STANDARDS**

Witness : 1.

2.

Agency

Witness : 1.

2.



