

Telephone 011 2436 8612

Govt. of India  
Ministry of Drinking Water & Sanitation  
Paryavaran Bhavan  
New Delhi- 110 003

No.D.13013/02/2012-Genl

the 14<sup>th</sup> August 2012

To

All Interested Bidders,

**OPEN TENDER ENQUIRY FOR ONSITE COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR IT HARDWARE (COMPUTERS/ PRINTERS/ LAPTOPS/ SCANNERS/ SERVERS) IN THE MINISTRY OF DRINKING WATER & SANITATION, NEW DELHI**

Dear Sir,

1. Ministry of Drinking Water & Sanitation invites sealed tender from contractors/vendors for Comprehensive Annual Maintenance Contract (CAMC) of IT hardware installed in Ministry at Paryavaran Bhavan & Block No.11, CGO Complex, New Delhi based on the terms and conditions enclosed to this tender enquiry as Appendix 'A', 'B' & 'C'. The details of IT Hardware to be covered under CAMC is given at Annexure-I to Appendix 'C'.

2. The scope of work for the bid CAMC is enclosed as Appendix A. The evaluation criterion for deciding lowest bidder will be based on total cost of CAMC of equipment as per Annexure-i of Appendix 'C' quoted by the firm.

3. The quotes submitted to this office shall be as per the attached performa at Appendix 'C' including Annexure-I & II. The quotation duly completed in all respects stamped and sealed along with Earnest Money Deposit(EMD) of Rs. 10,000/- (Rupees Ten Thousand only) in the form of Demand Draft in favour of PAO, Ministry of Drinking Water & Sanitation payable at New Delhi must reach to this office as per following details:-

(a) Last Date and time (not later) of acceptance — 31<sup>st</sup> August 2012/ 1430 hrs  
quotations.

(b) Date and time of opening of quotations — 31<sup>st</sup> August 2012/1600 hrs  
at Deputy Secretary (Admn.)'s  
room , 8<sup>th</sup> Floor, Paryavaran  
Bhavan,, New Delhi -110003

**Late quotation will not be accepted and physical presence of firm's representative during opening of quotation is optional.**

4. The vendor will not be allowed to alter or modify their bids/quotation after the submission of bids/quotations.

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5 Firm is required to mark the sealed envelope of quotation as follows:-

**(a) "QUOTATION FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR IT HARDWARE AT MINISTRY OF DRINKING WATER & SANITATION, NEW DELHI.**

(b) Tender Enquiry No and Date.

(c) Date of opening

6 Your quotation must be addressed to :-

Deputy Secretary (Admn.)  
Ministry of Drinking Water & Sanitation,  
8<sup>th</sup> Floor, Paryavaran Bhavan,  
CGO Complex, New Delhi-110 003

7. Quotation have to be personally delivered to the above address at his office on 8<sup>th</sup> floor, Paryavaran Bhavan, CGO Complex, Lodhi Raod, New Delhi -110003 upto 1430 hrs of 31<sup>st</sup> August 2012.

8 Following details must be clearly quoted in your quotation:-

(a) CAMC rate of each unit and total CAMC cost for each serial as mentioned in Appendix 'C (Annexure-I).

(b) Total cost of the CAMC.

(c) Taxes/other charges if applicable.

(d) Validity of quotation (shall be minimum 90 days).

(e) Cost of one Resident Engineer (Computer HAN)

9 The Ministry reserves the right to ACCEPT or REJECT any quotation without assigning any reason.

10. It may also be noted that the L1 vendor will be required to submit the Performance Security within 15 days of the placement of the supply order (refer Para 20 of Appendix 'A').

11 Payment will be issued by PAO, Ministry of Drinking Water & Sanitation after receipt of your pre-receipted bills and satisfactory completion of maintenance contract certificate from the concerned sections of this Ministry.



( K. Narayana Reddy )

Under Secretary to the Government of India

Enclosure : As above

**STANDARD CONDITIONS OF CONTRACT (SCOC)**  
**GOVERNING ONSITE COMPREHENSIVE ANNUAL MAINTENANCE**  
**CONTRACTS CONCLUDED BY MINISTRY OF DRINKING WATER & SANITATION**  
**NEW DELHI**

**Definitions.**

1. **The Purchaser** is the Under Secretary, Ministry of Drinking Water & Sanitation, New Delhi.
2. **The CAMC Vendor** is the party, which contracts to provide services to Ministry of Drinking Water & Sanitation, New Delhi. The term includes deployment of Service Engineer/manpower for jobs.
3. **The Consignee** is the Ministry of Drinking Water & Sanitation to whom the services are to be provided.
4. **The User** is the head of the Group(s) who is/are the authority designated in the Contract by the Ministry of Drinking Water & Sanitation to ensure that the quality of services provided are as per the specifications/clauses of contract and that all terms and conditions are implemented by the CAMC Vendor.

**Applicability and Validity.**

5. **Applicability.** SCOC shall apply to all CAMC Contracts concluded by the Under Secretary, Ministry of Drinking Water & Sanitation, New Delhi or his authorised Officers.
6. **Validity.** SCOC stipulated hereunder, shall supersede all conditions stipulated by the Purchaser, in past, if any.
7. The Purchaser may reject a Tender without assigning any reason

**Contract**

8. The Contract shall be deemed to have come into effect on issue of Supply Order or Acceptance Tender (A/T). The acceptance may be communicated to the CAMC Vendor by fax/registered post/Speed post/by hand.
9. All Communications by the Purchaser to the CAMC Vendor will be deemed to have been made if sent by Fax, e-mail or Post to the address furnished by the CAMC Vendor during Acceptance of Tender (A/T).
10. The CAMC Vendor shall not alienate his rights and responsibilities under the Contract to anyone.

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11. The Consignee shall not be liable for any obligation, monetary or otherwise, that has not been explicitly stated in the Contract.
12. The CAMC Vendor shall be deemed to have indemnified the Consignee against all claims by the Third Parties relating to the Contract, including but not limited to intellectual property rights.
13. The CAMC Vendor shall not disclose to any other Agency any information provided to him by the Consignee except to the extent required to execute the contract.

#### Specifications/Guidelines

14. The Specification Governing the services to be provided by the firms has been covered in detail at Appendix '13' of the **Tender Enquiry**. A quote received against TE shall be deemed to commit the CAMC Vendor to those specifications/guidelines, unless explicitly stated otherwise in the quote.
15. The specifications/guidelines contained in the TE may be modified if requisite specifications/guidelines are not available/ feasible, by **mutual consent** before the contract is concluded.

#### Price

16. When quoting against a TE, all components of the price such as the basic price and various taxes and levies shall be listed separately, in figures including clear breakdown of each component of price and indicating total cost. Where 'rates' are applicable they shall be explained clearly. The CAMC Vendor will be responsible for providing services effectively during the entire duration of the contract.
17. The Consignee shall not be liable for any payment towards any services that has not been indicated in the Tender.

#### Taxes

18. Central Sales tax/ Value Added Tax will be paid as applicable.
19. Sales **Tax Registration number** must be indicated in the Tender response/ Quotation.

#### Performance Security

20. Performance Security for an amount of 5% (five percent) of the value of the contract will be deposited within 15 days from the firm order and the same must be in the form of an account payee demand draft, fixed deposit receipt from a Commercial Bank, Bank Guarantee from a Commercial Bank in an acceptable form, Performance Security will remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the CAMC Vendor. While depositing the bank Guarantee, bidder will endorse the Supply Order No. & Date at the reverse side of Security Document. The receipt issued by the Consignee towards deposition of Performance Security will be produced by the CAMC Vendor at the time of collection of the Security Document.

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### **Delivery**

21. The repair/maintenance of all systems, unless otherwise specified in the Contract, shall be at the User's premises under the arrangements of the CAMC Vendor. The repairs shall be made during the currency of the contract/supply order. Unless otherwise stated in the Supply Order, the CAMC shall be considered complete for quarterly payment only on receipt of satisfactory completion certificate from the 'User'.

### **Consignee's right of rejection.**

22. If a spare parts is rejected by the 'User', the CAMC Vendor is required to replace the rejected item within a period determined by the purchaser, failing which he shall make financial restitution based on the purchase order value. If the CAMC Vendor does not remove the rejected item from the purchaser's premises within the period stipulated by the purchaser, which shall not be more than 30 days, the CAMC Vendor shall have no claim on the rejected items and the Purchaser shall be free to dispose them as he deems fit.

### **Payment**

23. Bills for payment (on quarterly basis) as admissible with requisite installation / Satisfactory completion of Maintenance Contract/Satisfactory Completion of Job Services Certificate from the 'User' of the Ministry of Drinking Water & Sanitation, New Delhi will be forwarded within 10 days to Ministry, 8<sup>th</sup> Floor, Paryavaran Bhavan, New Delhi-110003 for payment to the CAMC vendor.

### **Short Closure/Termination**

24. The Contract may be short closed or terminated, at the discretion of the purchaser on the following grounds:-

- (a) The CAMC Vendor fails to provide the satisfactory services during the contract.
- (b) Any information provided by the CAMC Vendor is found to be untrue.
- (c) The CAMC Vendor is found to have attempted to influence a person involved with the Contract through unethical means.

### **Validity**

25. The Standard conditions of contracts stipulated in this document, except to the extent agreed for modification by purchaser, in writing, shall supersede conditions stipulated by the CAMC Vendor.

### **Arbitration**

26. As far as possible all differences would be resolved by mutual discussions between the two parties. However in the event of any unresolved dispute arising out of the Contract, it shall be referred to the Sole Arbitration of an Officer appointed as the Sole Arbitrator by the Under Secretary, Ministry of Drinking Water & Sanitation, New Delhi.

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27. There shall be no objection if the Arbitrator is Government Servant and that during the course of his/her duties as Government servant he/she expressed view on all or any of the matters in dispute or difference.
28. The demand for Arbitration must be in writing and made within one month from the **date of termination** of the contract.
29. The award of the Arbitrator shall be final and binding on both parties to the Contract.
30. The venue of Arbitration would be New Delhi.
31. The CAMC Vendor is required to give the acceptance or rejection to the above clauses at **Paras 27 to 30 in writing**. It is stipulated that an omission to answer specifically in this regard at the TE stage will be deemed as an acceptance of the Arbitration clauses.
32. The laws of India shall govern the Contract. The Contract shall deemed to have been made at the place from where the Supply Order/Bid Award is issued and only the Courts of that place shall have jurisdiction to decide on any dispute arising out of the Contract.
33. At the time of submission of a bidder, a certificate will be rendered by the CAMC vendor that all terms and conditions in this document/tender enquiry are acceptable (Annexure 11 to Appendix 'C').

*Kamdar*

**TERMS & CONDITIONS FOR ANNUAL MAINTENANCE CONTRACT**

1. The service consists of preventive and corrective maintenance. In case of complaints, the call will be attended within 24 hours by CAMC Vendor from 0900 hrs to 1730 hrs on all working days.
2. Telephone No./ E-mail will be mentioned by the CAMC Vendor in the Tender Document as well as Name of the personnel who is to be contacted for filing of complaints. Communication of complaint to the CAMC Vendor by Telephone/E-mail/SMS will be the approved mode for forwarding of communications by the 'User'. Complaint register will be maintained at user's end and down time if any will be calculated from the said register. For every complaint lodged the CAMC vendor will give a complaint No which shall be entered in the complaint register along with the date and time.
3. Consumables/Spares used will be original under all circumstances. In case of any doubt, the same will be verified by constituting a Board of Officers by this Ministry and the recommendations of this Board will be taken into consideration for final acceptance. In case of use of duplicate Consumables/Spares by the vendor, the contract will be terminated, and payment for that quarter or performance security amount will be forfeited depending on the discretion of the board of officers.
4. The CAMC Vendor shall provide the Resident Engineer who has sound knowledge of LAN, repair/maintenance of server, PCs , Printers, Colour Printers, Laptops, Scanners. In addition, the Resident Engineer should be able to handle the running software problems. The Resident Engineer shall be required to perform following duties :
  - (a) The Resident Engineer shall coordinate all repairs/maintenance related to the OEMs/third party.
  - (b) The Resident Engineer shall maintain log of all repairs/maintenance related to OEMs/third party.
  - (c) The Resident Engineer shall report to the Ministry of Drinking Water & Sanitation as per laid down timing. The Resident Engineer may be called by the user on holidays, if required.
  - (d) The payment to Resident Engineer is sole responsibility of the CAMC Vendor. The CAMC Vendor will ensure that the wages of the Resident Engineer shall not be less than the wages prescribed in the Minimum Wages Act, 1948.
  - (e) The CAMC Vendor shall ensure that the Resident Engineer is well behaved and decently turned out for duties in the Ministry of Drinking Water & Sanitation.
  - (f) If the Resident Engineer is found unfit for work, decision of the Deputy Secretary(Admn.), Ministry of Drinking Water & Sanitation shall be the final and binding on the CAMC Vendor. The CAMC Vendor shall have to change/replace the person immediately.

*Kamlesh*

- (g) The Resident Engineer will not move any office record/store out of office premises and shall maintain complete secrecy/security of office records. He will not be allowed to use his/her own floppies/Disk/USB drives or software etc on computers.
- (h) Ministry of Drinking Water & Sanitation shall not be responsible for any injuries suffered by the Resident Engineer while performing his duty.

5 CAMC Vendor will fulfill the following conditions:-

(a) Any failure in the system or a subsystem thereof should be rectified within a maximum period of 24 hours of lodging a complaint, including loading of operating software if required. The modalities for calculation of down time are given at para 6 below.

(a) If the system is down beyond **48 hours**, penalty at the rate of 250/- (Rupees two hundred and fifty only) per day per system will be charged from the quarterly payment or recovered out of performance security amount. In case of any system/subsystem being down for more than five working days, user has the option to get it repaired from any suitable agency at the risk and cost of vendor, which will be deducted from the quarterly payment or performance security amount.

(b) An alternate system (having full specification of the faulty system) to fulfill primary role of the faulty system may be provided by the CAMC Vendor at no additional cost in order to avoid the penalty mentioned at para 4 (b) above. Purchaser will have no liability towards this alternate temporary arrangement provided by the CAMC Vendor.

(c) Any system failing at subsystem level three times even after repair by the CAMC vendor within a period of three months or displaying **chronic faulty behavior or quality control problems** due to lack of quality repair will be totally replaced by the vendor at his risk and cost within 10 days of being intimated.

(d) In case of persistent failure of CAMC vendor to satisfactory repair the system, Ministry of Drinking Water & Sanitation will be free to cancel the contract and forfeit the quarterly payment and/or performance security amount. The decision in this regard shall be taken on the recommendation of the board of officers constituted by this Ministry.

6. 95% uptime for the system during the CAMC period will be ensured. Methodology for calculation of downtime is given at para 7 below. In case of failure to maintain specified uptime the proportionate loss to the government will be made good by the CAMC vendor. Any loss incurred to Government shall be recovered from the payment for that quarter or performance security amount will be forfeited depending on the discretion of the board of officers.

7. Calculation of system availability and recovery (if, any) from the payment/performance security amount shall be as per the following methodology :-

(a) **Down time:** The number of hrs a sub system is down shall be the time elapsed, **four working hours** after the malfunction is reported to the CAMC vendor by the 'User', to the time the sub system is handed back to the 'User', after repair/ rectification. Methodology of calculation of downtime is as explained in the succeeding paragraphs.

*Kaveer Singh*



(b) Calculation of Down Time

- No of hrs Sub System is down (TSDT) - X hrs.  
(No of working days or a part thereof sub-system is down x 8)

- TSDT (days) = X/8 days

- Actual System Uptime percentage (for a particular qtr)

$$\frac{(\text{No. of Working days (in a qtr)} - \text{TSDT in days (in that qtr)}) \times 100}{\text{No. of working days}} = U\%$$

- Required System Uptime > 95%

(c) Deviation

- Deviation in System Uptime =

$$\frac{(\text{Required Sys Uptime (Minimum)} - \text{Actual Sys Uptime}) \times 100}{\text{Required System Uptime (Minimum)}} = D$$

95

**D % is the Deviation in system Uptime**

(d) The recovery (if any) i.e D % of the amount due for the quarter would be reduced from the payment of that quarter. However, this shall be the maximum penalty and the actual penalty to be imposed on CAMC vendor shall be the discretion of the Director on the recommendation of the board of officers.

Sub-system down time will not be counted in case of following:

- i. If complaint is lodged after 1300 hrs on the day preceding the holiday (s).
- ii. If CAMC vendor is deprived of working after office hours or during holidays by the User. A record for this effect shall be maintained by the User and the same shall be explicitly mentioned while calculating the down time for the quarter.

8. Calculation of penalty toward absence of Resident Engineer :- In case the Resident Engineer remain absent from duty at Ministry of Drinking Water & Sanitation, without any replacement from the CAMC vendor, the emolument equivalent to number of days of absence shall be reduced from the quarterly bill of CAMC vendor. This will be in addition to penalty imposed on account of down time (if any) as mentioned in Para 7 above.

9. The 'User' will maintain proper quarterly efficiency report and these will be signed by the CAMC vendor's representative. 'User' will also maintain proper records of the date and time of call logging and will also record the complaint No. given by the CAMC vendor when the complaint is logged. This record will be signed by the service engineer of the CAMC vendor when he visits to rectify the complaint.

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**Appendix 'C'**

**PROFORMA TO BE SUBMITTED ALONGWITH QUOTES**  
**(QUOTES NOT ACCOMPAINED BY THE PROFORMA ARE**  
**LIABLE TO BE REJECTED)**

T. E. No.

DATE:

1. Quote validity days
2. Rate (taxes extra) For CAMC Rs .....

Taxes:-

CST

ST

VAT

Other Tax if any

Sales Tax Registration No :  
and date.

Firm's Seal with date

Authorised Signatory

Note: All information are to be filled up correctly (including Annexure-I & II) and in case some are Nil/Not Applicable, the same be clearly mentioned.

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**Annexure -I to Appendix 'C'**

**LIST OF IT HARDWARE INSTALLED AT MINISTRY OF DRINKING WATER &  
SANITATION PROPOSED TO BE COVERED UNDER  
COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC)**

<b>Ser No</b>	<b>Items/Make</b>	<b>Qty</b>	<b>Rate of CAMC for each unit</b>	<b>Cost of CAMC for each item</b>
1.	PCs	112		
2.	Laser Jet Printers	79		
3.	All in One Printers (Copy+Scan+Print)	03		
4.	Colour Printers	09		
5.	Scanners	07		
6.	Servers	04		
7.	Laptops	10		
	<b>Total:</b>			

Firm's Seal with date

Authorised Signatory

Annexure II to Appendix 'C'

**DECLARATION REGARDING ACCEPTANCE OF TERMS AND CONDITIONS  
CONTAINED IN THE TENDER DOCUMENT.**

To

Deputy Secretary (Admn.),  
Ministry of Drinking Water & Sanitation,  
8<sup>th</sup> Floor, Paryavaran Bhavan,  
New Delhi - 110003

Sir,

I have carefully gone through the Terms and Conditions contained in the Tender Document Enclosure to Tender Enquiry No.D.13013/02/2012-Genl. dt. 7<sup>th</sup> August 2012 regarding on site Annual Maintenance Contract (AMC) of PCs, Printer, Laptops, Scanners, Servers, etc in the offices of the Ministry of Drinking Water & Sanitation, New Delhi. I declare that all the Terms and Conditions of this Tender document are acceptable to my Company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours \_\_\_\_\_

Name \_\_\_\_\_

**Firm's Seal with Date**

Designation \_\_\_\_\_

Company \_\_\_\_\_

Address:

**Appendix 'D'**

**SCOPE OF WORK FOR THE ANNUAL MAINTENANCE CONTRACT FOR THE  
ITEMS OF HARDWARE INSTALED AT MINISTRY OF DRINKING WATER & SANITATION**

1. The following preventive maintenance will be carried out:-
  - (a) Run the CPU diagnostics, memory diagnostics, and diagnostic on all peripherals to ensure the working condition of computer systems (every month).
  - (b) Carry out the cleaning of all the system, if any dust is observed inside the system, printer and the servers (every month).
  - (c) Supply and fitment of spares free of cost as and when required, except consumables (e.g printer cartridges, UPS batteries, Teflon Paper used in printers).
  - (d) Maintenance of associated software (e.g windows, MS office, Anti Virus Software etc), Ministry LAN connectivity (through Switches etc)/services.
  - (e) Additional maintenance activities as necessary for uptime of the system above 95%.
  - (f) A maintenance Log/Card will be maintained with each equipment by the Resident Engineer, wherein record of unserviceable spares replaced and rectification under taken would be maintained by him at the work site.
  - (g) Serviceability of the complete system including the networking element (i.e Switches, Media Converter, Jack Panel etc) would be verified by the firm on all working days and rectification of un-serviceability noticed or reported by Ministry of Drinking Water & Sanitation, New Delhi would be undertaken on priority within 24 hours.
  - (h) One Resident Engineer to be deployed during office hours i.e. 09:00 to 17:30 hrs. (during holidays also whenever required)
  - (i) The AMC will be include repair/maintenance of UTP Cable without any extra cost.

Duties of Resident Engineer

Early Morning:-

- a) Attending to the calls/complaints made by the user.
- b) Rectifying problems in cases of loose connections.
- c) Attending to the software problem of the operating system (in case of any corruption in the software operating system and reloading).