# D-13013/1/2014-General Government of India Ministry of Drinking Water & Sanitation

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8<sup>th</sup> floor, Paryavaran Bhavan, CGO Complex, Lodhi Road, New Delhi - 110 003 Dated: - February 2, 2015

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Subject: - Rate contract for ONSITE Comprehensive Annual Maintenance Contract of Hardware (like PCs, Printers, Laptops, Servers, and Scanners etc.) installed in the offices of Ministry Drinking Water & Sanitation in Krishi Bhawan, Paryavaran Bhawan, Block No.11, CGO Complex, New Delhi and at the residence of Senior Officers etc. in Delhi / New Delhi.

Sir,

I am directed to inform you that Ministry of Drinking Water & Sanitation proposes to award the Comprehensive Annual Maintenance Contract of aforesaid items of the Ministry. If you are interested, you may participate in the tender. All details are attached herewith. The company may visit on Ministry's web-site <a href="www.mdws.gov.in">www.mdws.gov.in</a> and download the detailed terms and conditions of AMC.

- 2. You are requested to read the terms & conditions of the contract attached herewith carefully before sending your quotations. No corrections shall be permitted once you tender is received by the Ministry. There should be no erasing or overwriting on the rates on quotation.
- 3. The Ministry reserves the right to reject any quotation in full or part without assigning any reason thereof.

(K. Narayana Reddy)

Under Secretary to the Govt. of India

Copy to:

Tech. Director (NIC), with the request for placing the tender document on the website of the Ministry.

# D-13013/1/2014-General Government of India Ministry of Drinking Water & Sanitation

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8<sup>th</sup> floor, Paryavaran Bhavan, CGO Complex, Lodhi Road, New Delhi - 110 003 Dated: - February 2, 2015

Name of Work: - Rate contract for ONSITE Comprehensive Annual Maintenance Contract of Hardware (like PCs, Printers, Laptops, Servers, and Scanners etc.) installed in the offices of Ministry Drinking Water & Sanitation in Krishi Bhawan, Paryavaran Bhawan, Block No.11, CGO Complex, New Delhi and at the residence of Senior Officers etc. in Delhi / New Delhi.

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(Certified that this NIT consists of 11 pages)

(K. Narayana Reddy)

Under Secretary to the Govt. of India

## NOTICE INVITING TENDER

Sealed Tenders in prescribed forms are invited only Ministry of Drinking Water & Sanitation for Comprehensive Annual Maintenance Contract of Computer Systems (including all parts except consumables) and Peripherals for Hardware (such as PCs, Printer, Servers, Scanners, Laptops and Networking etc.) located at Offices of Ministry in Krishi Bhawan, Paryavaran Bhawan, Block No. 11 CGO Complex, Lodhi Road, New Delhi and at the residences of Senior Officers etc. at Delhi / New Delhi. Most of aforesaid Hardware is of HP and Dell make hence only Authorised Service Provider (ASP) of HP / Dell are eligible for this tender.

Name of work:

Comprehensive ONSITE Annual Maintenance Contract of Hardware (as Computers, Printers, Servers, Scanners, Laptops and networking etc.) and Software installed in the Computer Systems of Ministry of Drinking Water & Sanitation at Offices located in Krishi Bhawan, Paryavaran Bhawan, Block No. 11 CGO Complex, and at the residence of Senior Officers etc. Delhi / New Delhi.

Contract Period: 2 year/s running contract w.e.f. the date of award of the contract.

The firms fulfilling the Terms and Conditions as prescribed below, may submit their bids super-scribed as "Quotation for Comprehensive on site AMC of Computers & Peripherals" and addressed to the Under Secretary (Admn), 8<sup>th</sup> floor, Ministry of Drinking Water & Sanitation, CGO Complex, Lodhi Road, New Delhi- 110003. The Technical / Commercial Bids should be in two separate sealed covers make "Technical Bid" will be opened first and only those firms, which fulfill the "Technical Terms and Conditions", will be eligible for participating the "Financial Bid".

The Tender document may be delivered in the Office of Under Secretary (Admn), 8<sup>th</sup> floor, Ministry of Drinking Water & Sanitation, CGO Complex, Lodhi Road, New Delhi-110003. Latest by 1130 Hrs on 23rd February, 2015. The quotations will be opened by a tender evaluation cum recommendation committee on the same day at 1500Hrs. in the presence of companies' representatives, if any.

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

# TECHNCIAL TERMS AND CONDITIONS

- 1. The firm must be ISO 9001:2000 certified for AMC of Computers and its peripherals.
- 2. The firm must be a limited or a private limited company.
- 3. Letter of Authorization of HP and Dell declaring the bidder to be an Authorized Service Provider.

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- 4. Earnest money of Rs. 50,000/- (Rupees Fifty Thousand Only) in form of Bank Draft drawn in favour of PAO, Ministry of Drinking Water & Sanitation, New Delhi. Cash and Cheque will not be accepted. Quotation received without earnest money shall summarily be rejected without assigning any reason thereof and no tenderer shall have any right to represent against it, even if, his quotations happen to be lowest. The earnest money shall be forfeited, if the contract fails to abide by the rules of the tender/ terms of AMC.
- 5. Copies of similar Annual Maintenance Contracts received from Government and reputed private organization.
- 6. The firm must be having annual turnover of minimum Rs. 30 Lakhs or more in Maintenance Service only, during each of the financial year i.e. 2011–12, 2012–13 and 2013–14. Copy of the balance sheet duly certified by CA is to be enclosed with tender documents.
- 7. The firm should submit valid Income Tax clearance certificate/Returns for the three years mention above i.e. FY 2011-12, 2012-13 and 2013-14.
- 8. The firm should be registered with Delhi Sales Tax Department for Works Contract Tax.
- 9. The firm should submit the Copies of PAN and VAT Numbers.
- 10. List of Hardware and Network engineers on the rolls of the firm with qualification and experience should be given.
- 11. The address of the workshop with telephone numbers and fax numbers e-mail Delhi / New Delhi has to be given.
- 12. A general undertaking that all terms and conditions of the Bid Document are acceptable in the format placed at Annexure –B to this document. This needs to be signed by an authorized person of the applying firm.

## Note:-

- (i) It is mandatory to submit documentary proof against each of the above 13 points of Technical Terms and Conditions.
- (ii) Unnecessary documents may be avoided/need not be attached.

The firms meeting the above technical terms and conditions only should participate in the tendering process. The financial bid of any those firms will be opened which fully fulfill the above mentioned Terms and Conditions.

#### FINACIAL TERMS AND CONDITIONS:-

- 1. The Financial bid should contain the rate against each items separately. The systems to be maintained by the contractor including PCs, Printers, Scanners, DVD/CD Writers, Servers, Laptops, connecting cables etc. of various makes/models. The rate of each item should be quoted in comprehensive basis inclusive of repairs and replacement of spare parts without extra payment.
- 2. The rates quoted should also cover the maintenance of operating system, software installation, installation of patches, pre-emptive actions against spare of virus detection /removal of virus, configuration of applications (client / server),

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- Lotus Notes server and client applications, connection of computers to project for presentation.
- 3. The rates should be inclusive of all type of taxes, duties, levies like Service Tax etc.
- 4. The firm whose quotation is finally accepted shall have to deposit security money which will be a sum of 10% of the total cost of annual contract in form of Bank Guarantee drawn in favour of Pay and Account Officer, Ministry of Drinking Water & Sanitation, New Delhi. No interest shall accrue on this amount. The earnest money shall be returned to all the participating firm after the finalization of the contract but the EMD of successful firm shall be returned only after submission of security money. The security deposit will be released after satisfactory execution of the contract by the concerned firm.

Only the firms meeting the above financial terms and conditions should apply in the Proforma placed at Annexfure-A in a sealed cover. The firm which fails to fulfill any of the above terms and conditions will be automatically disqualified for the purpose of this tender.

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#### GENERAL TERMS AND CONDITIONS

#### General Information:-

- A. For the purpose of the onsite AMC work following interpretation/s would be made
  - a. Hardware:- This would include the actual components / assemblies / sub-assemblies of the PC i.e. the hard disk, monitor, mouse, keyboard, floppy disk, CD Drive, Zip disk drive, Teflon etc. This would be also included the components / assemblies / sub-assemblies of peripherals and other accessories and Connectors / Cables / Cords and any other physical appliances required to run the computers etc.
  - b. Peripherals:- This would include Printer (LaserJet, Deskjet, Inkjet, Dot Matrix), Scanner, CD- writer, Modem, Speakers and any other unspecified but existing item in the Computer System.
  - c. Software: This would include all the software related to Operation Systems, System Software, Mail Software and any other unspecified software required to run the components/ peripherals/applications etc. This would include the application software installed in the computers.
  - d. Services:- This would include back-up solutions, cleaning of the computer system/s and peripherals, disaster recovery solutions, general antivirus checks and regular maintenance like running diagnostics tests to ensure if all the components are working fine / effectively.
  - e. Consumables:- This would include Printer Cartridges, Computer Stationary, Printer-Heads, Battery and Cell etc.
- B. Ministry has intranet and most of the computer Systems are also on LAN.

#### 1. Scope of work

1.1 The scope of work covers comprehensive annual maintenance of Hardware's (such as Computers, Printers, Laptops, Servers, CD Writer and Networking etc. of different make and model) and various Software installed in the Computer Systems in different offices of Ministry of Drinking Water & Sanitation at Krishi Bhawan, Paryavaran Bhawan, Block No. 11 CGO Complex and at the residence of Ministers and Senior Officers etc. in Delhi/ New Delhi excluding those covered under warranty.

# 2. Service Assurance:

- 2.1 A logbook shall be maintained in the General Section, Ministry of Drinking Water & Sanitation 8<sup>th</sup> floor, Paryavaran Bhawan, in which the resident engineer shall record the all the complaints made. The engineer shall attend to all the complaints received immediately as follows to be verified manually or through computerized management system.
  - i) Minor faults immediately (Within three hrs. of receiving the complaint.)

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- ii) Major faults within 24 hrs. by replacement method, with the available spares, on explicit and clear order of IT Division.
- iii) All the repairs and servicing of equipment shall be carried out on site at the place where it is located.
- iv) In exceptional circumstance where the equipment's /components is/are to be taken to Company's premises / service centre for repairs, standby arrangement will be made. The equipment being taken to the workshop for repair would be at company's own risk and expenses.
- v) The replacement of components, sub-assemblies and assemblies shall be as per manufacturers' instructions under order of IT Division. The parts so replaced would belong to the company.
- vi) Any damage or loss caused to the Computer's Laptops, Printers, Servers, Scanners etc. or their parts due to negligence, mishandling shall be made good by the company either by payment in cash the prevailing market price of that items or by a new one (from OEM) of the same make and specifications.
- vii) A declaration that all parts for carrying out the AMC shall be procured from a <u>Master Parts Reseller's of OEM Company.</u> In order to cross check this point, the IT Division may even sometimes ask the short-listed bidder to provide copy of invoice to ensure that only genuine spare parts are being procured from Master Parts Reseller and not from grey market.
- viii) The firm shall be responsible for taking back up data and programme available in PC before attending the fault and shall also be responsible for reloading the same. The backup copies are to be returned to the users, under acknowledgement from the user. A log to this effect would also be maintains in a separate register in IT Section, Ministry of Drinking Water & Sanitation.
- ix) The firm shall maintain the equipments and shall use genuine / original components for replacement wherever needed. Until and unless written orders of the IT division are conveyed, the original specification / characteristics / features shall not be changed or modified under any circumstances.
- x) The firm shall install/replace any item's in IT equipment if and when the Ministry procures some additional items as software, batteries etc.
- 2.2 The firm shall also responsible for deployment of necessary staff for regular cleaning of all hardware using suitable cleaning material and equipment. The firm, under the contract shall clean all equipments and shall be produced to the Section Officer (Gen.) for verification, after the job. The schedule will be fixed immediately after the contract is finalized by IT Division / Gen. Section.

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2.3 One engineer would have to be deployed. He shall be responsible for preventive and corrective maintenance of all PCs, peripherals, accessories and all equipments covered under the contract. This exercise should be carried out on all equipments covered under the contract at least once in two months. A separate logbook should be maintained to record the preventive maintenance carried out of each equipment, location wise by SO (Gen.)

The schedule of preventive maintenance shall be as follows:-

- a) Cleaning of all equipment using dry vacuum air, brush and soft muslin clothes.
- b) Running of test programme to ensure quality print / date reliability.
- c) Checking of power supply source for proper grounding of safety of equipment.
- d) Ensuring that covers, screws, switches etc. are firmly fastened in respect of all equipments.
- e) Scanning of all type of virus and elimination of vaccination of the same.
- f) Shifting of equipment within the building as and when required.
- 2.4 The contract shall initially be for a period of 2 years from the date of signing of the contract. The contract may be renewed for a further period of one year with same terms and conditions, if the Ministry is satisfied with the functioning of the vender.
- 2.5 This tender is not transferable. Further clarifications if any, may be obtained from Section Officer (Gen) 8<sup>th</sup> floor Paryavaran Bhawan, CGO Complex, New Delhi -110003 (011-24368611)
- 2.6 The firm shall inspect all items to ensure that systems to be put under this AMC are in working condition. Initial cost of defective parts / components of the systems found defective / non-functional shall be borne by the Ministry before these are handed over to the firm under Comprehensive onsite AMC. Once the contract is entered is entered between department and the company, no further cost towards is entered between department and the company, no further cost towards such replacement of defective/work-out parts with be given to the company except Comprehensive onsite AMC charges.
- 2.7 The firm would put asset number on each of the system being maintained by them. These should correspond to the numbers of equipment's to be maintained in a separate register along with details of rooms / place where they are placed / located. If there is shifting of the equipments under this AMC, the firm will have to make changes in record accordingly SO (Gen) would assist the firm in the task and insure this to be done under his/her supervision.

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- 2.8 The systems that are serviceable by the agency due to obsolescence of technology or non-availability of parts / assemblies / components, will be withdrawn from the maintenance contract. The decision of Ministry (General Section) regarding non-availability and obsolescence of technology and withdrawal of these items from the main contract will be final. Withdrawal of such systems shall be communicated to the agency and equivalent maintenance charges shall deducted accordingly.
- 2.9 In case the contracting form is no able to accept the contract such firm will be liable to pay the not able to do the work after accepting the contract such firm will be liable to pay the damage to Ministry including the cost which the Ministry will have to incur for getting such work done. The EMD of defaulting firm would also be seized by Ministry.
- 2.10 The above act of backing out would automatically debar the contractor form any further dealing with Ministry and the security money for this would also be forfeited in favour of Pay and Account Officer, Ministry of Drinking Water & Sanitation, New Delhi.
- 2.11 The Ministry reserves the right to reject any or all the tenders. The Ministry reserves the right to award the contract on the basis of quotations for each item separately or collectively.
- 2.12 The contract may be terminated summarily by this Ministry at any time without giving any notice or without assigning any reasons, if the work of the contractor is found unsatisfactory during
- 2.13 The Ministry shall have right to inspect company's site to assess infrastructure before awarding Comprehensive on site AMC and it may reject the contract given to the firms in the event of Ministry's dissatisfaction about company's infrastructure or otherwise. Decision of Competent Authority would be final in this regard.
- 2.14 Ministry reserve the right to increase or decrease quantities of contracted items any time. Accordingly charges would be increased / decreased on pro-rata basis.
- 2.15 It shall be the responsibility of the firm to make all the computers and peripherals work satisfactorily throughout the contract period and to hand over the systems in working condition to the Ministry after expiry of the contract.
- 2.16 PCs and printers installed in the Ministry are mostly HP and Dell make. However a few items are different make. (refer annexure-A)

# 3. Deployment of Engineers

(i) The firm shall provide maintenance services through one experienced and competent Diploma Engineer who shall in the Ministry of Drinking Water and Sanitation Paryavaran Bhawan from 0900hrs to 1800hrs on all working days (5 days in a week) and if required, the engineer will have to work on holidays and after office hours also without extra payment.

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- (ii) The engineer should have at least 3 years' experience in dealing / maintenance of computer hardware as well as software.
- (iii) The firm is required to provide evidence in dealing / maintenance of respect of qualification and experience, which would be checked by SO (General) to verify the suitability / competency of the service engineer.
- (iv) The Resident Service Engineer provided by the Firm shall not be changed frequently. However, if found incompetent by Ministry, the Resident service engineer shall be changed by the firm immediately.
- (v) The contractor shall arrange to get the character and antecedents of engineer / workers verified from Police authorities before their deployment in the Ministry for this assignment. There full particulars should also be furnished to the Ministry for the purpose of entry passes.
- (vi) The engineer must be equipped with mobile phone by company for quick communication. If any engineer is required to take leave, a suitable replacement would have to be provided by the contracting firm.
- (vii) Additional Engineer may be deputed at the Ministry in additional to Resident Engineer whenever there is more workload / complaints / emergency to rectify the equipment within stipulated time.
- (viii) The Engineer shall maintain a daily record of complaints received / attended / not-attended, whether received on-line or otherwise and put up report on each Friday to the SO (General) and if Friday happens to be a holiday than the next working day.

#### 4. Penalty

- a. Penalty shall be levied @1% of the annual AMC charges of the equipment per day, if the equipment is not set right for minor faults within 3 hours from the time of complaint registered with the engineer in the complaint register / on e-mail id mentioned earlier.
- b. Penalty shall be levied at the rate of 2% of the annual AMC charges for that equipment for each day (excluding first 24 hours), if the equipment is not set right within the stipulated time mentioned under Para 2.1 (iv).
- c. In the case mentioned under Para 2.1 (iv) the same equipment should be re-installed after servicing within 5days (if 5<sup>th</sup> day happens to be holiday then the next working day). In case of default, the penalty shall be levied at the rate of 2% of the value of the annual AMC charges for those items per day.
- d. If the company fails to repair / replace the system for one week (5 working days), the system may be got repaired from other Company / Firm and made functional and the expenditure incurred thereon shall be recovered from the company, apart from the penalty levied as stated in preceding Para. This may even entail termination of the contract and forfeiture of security deposit.

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e. Penalty shall also be levied for the absence of resident engineer at the rate of Rs. 100/- per hour for each absence of one hour or more but less than 4 hours, and the rate of Rs. 200/- per hour for more than 4 hours for every working day. Attendance Register shall be maintained by SO (Gen) and put up for verification of Under Secretary (Admn) on monthly basis.

#### 5. Payment

- a. No advance payment will be made in any case. The payment of AMC will be released quarterly (after deduction penalty) on satisfactory completion of maintenance work.
- b. The payment will be made after proper deduction of TDS as per prevailing rule / rates.
- c. Any payment made in excess will have to be refunded by the Company to Ministry in the event of termination of contract.
- d. Payment for any inclusion / deletion of Computer System / Peripherals (other than the scheduled items) will be calculated on pro-rata basis.
- e. The company will not have any legal right to proceed against Ministry in the event of late payment due to unforeseen reasons.
- 6. Security Deposit- The Company shall be required to deposit a sum of 10% of the total cost of the contract as security deposit in the form of Bank Guarantee drawn in favour of Pay and Account Officer, Ministry of Drinking Water & Sanitation, payable at any nationalized bank in New Delhi. No interest shall accrue on the amount.
  - a. The security amount shall be released after satisfactory completion of the contract.
- 7. Arbitration: In case of any dispute arising between the contract holders any constituent being party to the contract, the sole authority for settlement of such disputes will rest with the arbitrator appointed by the Secretary of the Ministry of Drinking Water & Sanitation, Government of India.
- 8. Jurisdiction: Failing arbitration in solving the dispute, the courts at Delhi / New Delhi alone shall have the jurisdiction for all aggrieved parties i.e. the Ministry of Drinking Water & Sanitation, the company or any constituent being party to the contract directly or indirectly.
- 9. This document has approval of Joint Secretary (Admn.)

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Annexure -A

The List of Computers, Printers, Laptops, and other Peripherals for maintenance of two year.

| Description of | Qty. | Rate per unit | Total |  |
|----------------|------|---------------|-------|--|
| items          |      |               |       |  |
| Computers      | 112  |               |       |  |
| Laptops        | 8    |               |       |  |
| Printers       | 80   |               |       |  |
| Servers        | 3    |               |       |  |
| Scanner        | 15   |               |       |  |

#### Note

- 1. No. of items mentioned above are subject to physical verification by vender.
- 2. The rate should be inclusive of all type of taxes like service tax etc.

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

To

Director (Admn) 8<sup>th</sup> floor, Paryavaran Bhawan, CGO Complex, Lodhi Road New Delhi- 110003

Sir,

I have carefully gone through the Terms and Conditions contained in the Tender Document (No.\_\_\_\_\_\_) regarding on site Comprehensive Annual Maintenance Contract (CAMC) of Hardware like PCs, Printers, Laptops, Servers, etc installed in offices of the Ministry of Drinking Water & Sanitation, Government of India located at Krishi Bhawan, 4<sup>th</sup> 8<sup>th</sup> 9<sup>th</sup> & 12<sup>th</sup> floor, Paryavaran Bhawan, Block No. 11 CGO Complex and at the residence of Senior Officers etc. in Delhi / 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 Very Truly,

| Name        |  |
|-------------|--|
| Designation |  |
| Company     |  |
| Addess      |  |
|             |  |
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| Contact No  |  |
| o-mail Id   |  |

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