Subject:- Comprehensive Annual Maintenance Contract of Computers and its peripherals installed in the Ministry of Tribal Affairs for one year from the date of awarding the contract.

Sealed quotations under two bid system are invited on behalf of President for award of Comprehensive Annual Maintenance Contract of Computers and its peripherals installed in the Ministry of Tribal Affairs for its offices located at Shastri Bhawan, August Kranti Bhawan, and residential offices of Hon'ble Ministers, Delhi/New Delhi. The terms and conditions for the same enumerated in the following paragraphs. The detail of Computers and its peripherals is as under:-

1. Computer = 144 Nos.
2. Printer = 83 Nos.
3. Colour Laserjet Printers = 09 nos.
4. All-in-One/multifunctional Printer = 37 Nos.
5. UPS = 87 Nos.
7. Scanner = 01 no.
8. Server = 06 Nos.

[Broadly, these are of HP, HCL, Lenovo, Dell Make]

A. Details of tender:-

(a) Office of Issue Ministry of Tribal Affairs
(b) Tender reference no. No. D-17016/02/2017-G.A.
(c) Date of issue of Bid document 31-08-2017
(d) Last date and time for receipt of tenders
15-09-2017, 04:00 PM
(e) Time and date for opening of Technical Bids
18-09-2017, 11:00 AM
(f) Place of opening of Technical Bids
Room No. 400, B-Wing, Shastri Bhawan, New Delhi
(g) Address for communication
Section Officer (Genl. Admn.), Room No.400-B, 4th Floor, Ministry of Tribal Affairs, Shastri Bhawan, New Delhi-110001.
(h) Eligibility Conditions
Annexure-I
(i) Terms & Conditions of resultant contract
Annexure-II

Eligibility Conditions:

1. The Bid should be in two parts:- Technical bid and Financial bid. Technical bid and Financial bid should be placed in separate sealed covers superscribed “Technical Bid” and “Financial Bid” respectively and thereafter both the covers should be placed in bidder third sealed cover superscribed as “Quotation for Comprehensive Annual Maintenance Contract of Computers and its peripherals” and addressed to the Section Officer (Genl.), Ministry of Tribal Affairs (Room No.400-A, B-Wing, 4th Floor, Shastri Bhawan, New Delhi-110001. The Technical bids should be submitted along with information/documents as per Annexure-A(i). It may be ensured that attested copies of the all documents are appropriately authenticated. The Financial Bid, in separate envelope should be strictly as per the format given in Annexure-A(ii). The rates quoted in the financial bids should be both in words and figures. Quotations with any cutting or overwriting in figures will not be considered, unless corrections are countersigned. The financial bid should be properly sealed and signed.

2. The bidding Firm should be registered for running the tendered work in Delhi/New Delhi and should have an established office in the municipal limits of NCT of Delhi since last 2 years.

[Signature]

NAME (N. AHMAD)
Secretary
Ministry of Tribal Affairs
New Delhi

ANNEXURE-I
3. The Firm should have qualified engineers to attend to the tendered work. The firm should also have Computer/Electronics/Telecommunication Engineer with 3 years’ experience in maintenance of Computer Hardware/Software maintenance. A list of Service Engineers along with qualification & experience should be submitted with Technical Bid.

4. The Firm should have an annual turnover of not less than Rs.20 lakhs in each of the last three financial years.

5. The company should not have been banned/blacklisted by any Government Authority for doing the tendered job/work. A certificate to this effect should be submitted along with the Technical Bid.

6. Bid should be valid for a period of 90 days from the date of tender opening.

7. Tenderers should furnish Earnest Money Deposit (EMD) amounting Rs.10,000/- (Rupees Ten Thousand only) in the form of demand draft drawn in favour of DDO, Ministry of Tribal Affairs, New Delhi, payable at Delhi. EMD will be forfeited if the successful bidder withdraws his bid during the validity period of 90 days.

8. The firms should furnish copies of PAN, GSTIN, EPF/ESI etc. with the technical bid.

9. The bid should be accompanied with a signed copy of the terms and conditions stipulated for award of the contract, conveying his acceptance of the same.

10. Conditional tender will not be entertained. Similarly, quotations received after stipulated date and time will also not be considered under any circumstances.

11. Earnest Money Deposit will be returned to be unsuccessful bidders without interest after the tender is finalized. EMD without interest to the successful bidder will be returned on receipt of Performance Guarantee/Security/Fixed Deposit Receipts etc.
12. Performance Security:- The successful bidder will have to deposit Performance Security @10% of the Contract value in the form of Fixed Deposit Receipt/Bank Guarantee from any Commercial bank in favour of “DDO, Ministry of Tribal Affairs, New Delhi” which shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations. The Security deposit shall be forfeited in case of any deviation of terms by the contractor or violation of instructions given by Ministry. Upon termination/expiring of contract, the deposit shall be returned after deduction of dues, if any, without interest.

13. In the event of any dispute or difference arising between parties pertaining to or relating to this agreement, the same shall be referred to arbitration by a sole arbitrator appointed by this Ministry. All proceedings of such arbitration shall be governed by the existing Arbitration Act relating to. The venue of such arbitration shall be Delhi.

14. The number of Computers and its peripherals may be increased/decreased and the payment may be made on pro-rata basis (actual number of computers and its peripherals) at the time of finalizing the tender process.

15. The power to accept or reject tender rests with the Ministry. The Ministry reserve it right to scrap the entire tender process without assigning any reasons thereof.

16. This tender documents can be downloaded from the Ministry’s website & Central Public Procurement Potal or can be collected from the Section Officer (Genl.), Room No.400, “B” Wing, Shastri Bhawan, New Delhi-110001.

17. Sealed quotations must be dropped only in the Tender Box of Ministry of Tribal Affairs kept near the Gate No.5 ‘A’ Wing, ShastriBhawan, New Delhi-110001 by 04:00 P.M. on 15-09-2017. Tenders sent by fax/speed post or courier will not be considered. The quotations will be opened on the same day at 4.00 P.M. in Room No.400-B, 4th Floor, Ministry of Tribal Affairs, Shastri Bhawan in the presence of tenderers/agencies or their authorized representatives who may be present.

18. Evaluation Criteria:-(i) The client shall follow two bid system where the technical bid and financial bid shall be evaluated separately. The Technical Bid evaluation shall be done based on the following criteria:

   (i) Number of years in Operations shall be five years.
(i) Number of years in Operations shall be five years.
(ii) Turnover shall be Rs.20 Lakh in each of last three financial years.
(iii) Number of Manpower shall be at least five on roll.
(II) After evaluating the Technical Bid, Financial Bid will be opened.
(III) All other things being equal, the contract shall be awarded to the lowest evaluated bidder arrived at on the basis of composite rates quoted for the works.

19. Jurisdiction – Delhi Courts only.

(Nadeem Ahmad)
Under Secretary to the Govt. of India
Tele:23073708

Copy to:-

Technical Director (NIC) for uploading the tender document on the website of this Ministry

Annexure-II

TERMS & CONDITIONS:

I. The rates of AMC includes all the Computers and its peripherals installed in the Ministry of Tribal Affairs in offices located in Shastri Bhawan, August Kranti Bhawan, and residential offices of both Hon’ble Ministers.

II. The items/parts to be used/replaced for repairing of Computers & its peripherals etc. should be BIS marked & from reputed brands.

III. The successful firm will be required to start working immediately on award of the contract.

IV. The number of Computers and its peripherals may be increased/decreased and the payment may be made on pro-rata basis (actual number of computers and its peripherals) at the time of finalizing the tender process.

V. The Ministry shall, however, have the right to terminate the contract at any time without assigning any reason thereof.

VI. The contractor must depute qualified/experienced Service Engineers, who possess requisite qualifications to attend to complaints. Two such engineers will be deputed everyday for this Ministry to cater to the needs at Shastri Bhawan, August Kranti Bhawan and residential offices of both Hon’ble Ministers to rectify defects/attend to complaints.
on top priority basis. Besides this, they may have to attend to complaints at any other place specified by the Competent Authority.

VII. The firm shall also be responsible for taking backup data and program available on PCs/Laptops before attending the fault and shall be responsible for reloading the same. The firm shall be responsible for data recovery and data security in case of system failure and crashing of HDD of any computer system under the maintenance contract. The firm shall have to carry the required drivers (CDs and Floppies) for maintaining the CPUs for configuring them.

VIII. The resident Engineers should have sufficient and requisite knowledge of maintenance and trouble shooting in Windows/UNIX/LAN etc. environment and should be capable to diagnose and to provide quick, reliable and one-time solutions.

IX. The Service Provider shall ensure that only those persons are deployed who have been subjected to proper background checks by the appropriate authorities. The Service provider has to provide company Photo Identity Cards to the persons being sent to this Ministry. These cards are to be carried by the individuals always along with the Pass issued by this Ministry.

X. This Ministry shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the service provider.

XI. The persons deployed shall not claim a Master - Servant relationship with this Ministry. They shall also not claim any benefit/compensation/ absorption/regularization of services in this office under the provisions of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970.

XII. The transportation, food, medical and other statutory requirements in respect of the personnel of the service provider deputed under this contract by the will be responsibility of the service provider.

XIII. No Computers & its peripherals will be taken out to the work shop by the Engineer without prior approval of the Competent Authority. In such an event, the firm will make standby arrangements without any extra cost.

XIV. The firm will have to attend to all complaints even on receipt of information from the users in this Ministry directly. The services should be provided on regular basis during office hours and in case of emergency beyond office hours, holidays, etc.
XV. If the firm does not attend to the complaint within ¼ hours maximum and immediate for Joint Secretary and Secretary level officer or any emergency from the time of registration of complaint with the resident engineer deployed by the firm a penalty Rs.500/- per call will be levied. If any Service Engineer remains absent/on leave and a substitute is not provided by the firm, a token cut of Rs.1000/- per day per engineer will be deducted from firm’s AMC charges payable as also recovery of any amount spent on communication. AMC Engineer should be maintained the logbook for attending all complaints and get sign of concerned officer.

XVI. The resident Engineers provided by firm cannot be changed frequently. Only two changes in respect of each resident engineer will be permitted during the year. For any subsequent change, without the prior approval of Competent Authority of this Ministry, a penalty of Rs.10000/- would be charged. However, if any resident engineer is found incompetent by this Ministry, the firm shall be liable to change within 3 days from the date of receipt of information from the Ministry.

XVII. The AMC includes Laser Printer maintenance charges include all parts including Fuser Assemblies, Fuser Units and Teflon Sheets. The replacement of components, sub assays and assays shall be free of charges. Further the replacement also involves all items of equipment—including major parts such as monitor tubes, HDD, Optical Devices, SMPS, CPU, motherboards/Teflon etc., but excluding consumables like projector lamp, printer ribbon, cartridges, and batteries of UPS etc.

XVIII. During the contract period the contractor will make periodic preventive checks at least one time within fifteen days of the machines to minimize the breakdown. The firm will prepare separate log books for each machine to be taken under the AMC and preventive maintenance with virus detection and special cleaning of the Monitor, Printer, Key Board, Mouse etc. from outside with liquid cleaner and inside will be carried out on quarterly basis. A Preventive Maintenance Report from the users would be submitted to General Section on regular basis.

XIX. Parts not covered in the AMC will not be purchased and replaced by the service provider without obtaining any approval from General Section. The Ministry reserves the right to buy the parts themselves or authorize the AMC vendor to purchase.

XX. For payment purpose, the bills should be submitted quarterly along with the date of work completion report/user certificate from the concerned officer.

XXI. No increase in rates shall be considered at all during the entire period of AMC once the contract has been finalized. No other charges like transportation, fare etc. for providing the services will be payable by the Ministry.
XXII. If the assigned work is not completed to the satisfaction of the Ministry, no payment will be made for that work, and the decision of the Ministry shall be final in that regard.

XXIII. In case of any damage caused to Ministry’s property by the workers deputed by the contractor, the loss caused due to such damage will be recovered from the contractor who will be liable to pay the same.

XXIV. The period of Annual Contract Maintenance would be one year which may be extended in quarterly enhancements with mutual consent of both parties and subject to approval of the competent authority.

XXV. The service provider shall be contactable at all times and messages sent by mobile/email/Fax/Special Messenger from Ministry to the service provider shall be acknowledged immediately on receipt on the same day.

XXVI. The service provider shall be responsible for deposit of payment of contribution made towards Provident Fund, Employee State Insurance, GSTIN etc. and bear all other similar financial and statutory liabilities as per provisions of EPF Act, ESIC Act, Minimum Wages Act, Contract Labour (Regulation and Abolition) Act etc. as and when required, in respect of Service Engineers provided in this Ministry and this Ministry is not responsible or party in any dispute between the Service Engineers and the Service provider.

XXVII. GST will be applicable as amended from time to time.

XXVIII. This Ministry can terminate the contract at any time without notice, if the work of the contractor is found unsatisfactory. In this respect the decision of the Ministry shall be final and binding on the contractor.

(Nadeem Ahmad)
Under Secretary to the Govt. of India
Tele:23073708
## PROFORMA FOR TECHNICAL BID

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Criteria</th>
</tr>
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<tbody>
<tr>
<td>1.</td>
<td>Name of the agency</td>
</tr>
<tr>
<td>2.</td>
<td>Nature of the concern: (i.e. sole proprietor or partnership firm or a company or a Government Department or a Public Sector Organization)</td>
</tr>
<tr>
<td>3.</td>
<td>Full Address of Reg. Office Telephone No.: FAX No.: E-Mail Address:</td>
</tr>
<tr>
<td>4.</td>
<td>Full Address of Operating/Branch office in Delhi (i) Telephone No.: (ii) FAX No.: (iii) E-Mail Address:</td>
</tr>
<tr>
<td>5.</td>
<td>Banker of Agency with full address</td>
</tr>
<tr>
<td>6.</td>
<td>Registration No. of the Agency/Firm</td>
</tr>
<tr>
<td>7.</td>
<td>PAN</td>
</tr>
<tr>
<td>8.</td>
<td>GSTIN</td>
</tr>
<tr>
<td>9.</td>
<td>Service Tax paid during the last three financial years. (along with Service tax no.)</td>
</tr>
<tr>
<td>10.</td>
<td>Financial turnover and IT Returns of Agency for the last three financial years</td>
</tr>
<tr>
<td>11.</td>
<td>Details of majors contracts handled in last three years.</td>
</tr>
<tr>
<td>12.</td>
<td>Certificate of satisfactory performance from the organization to whom the service was provided.</td>
</tr>
<tr>
<td>13.</td>
<td>Certificate- Not blacklisted etc.</td>
</tr>
<tr>
<td>14.</td>
<td>Particulars of qualified Service Engineers on roll (Please furnish the copies of certificates)</td>
</tr>
</tbody>
</table>

Signature of authorized person

Date:  
Place:  
Name:  
Seal:  
DECLARATION

1. I, __________________________ son/daughter/wife of Shri
   __________________________
   proprietor/Director/authorized
   signatory of the Agency mentioned above, is competent to sign this declaration and
   execute this tender document.

2. I have carefully read and understood all the terms and conditions of the tender and
   undertake to abide by them.

3. The information/documents furnished along with the above application are true and
   authentic to the best of my knowledge and belief. I/we, am/are well aware of the fact
   that furnishing of any false information/fabricated document would lead to rejection of
   my/our tender at any stage besides liabilities towards prosecution under appropriate law
   and forfeiture of EMD and Performance Guarantee.

Signature of authorized person

Date: __________________________

Place: __________________________

Name: __________________________

Seal: __________________________
## PROFORMA FOR FINANCIAL BID

<table>
<thead>
<tr>
<th>S.No.</th>
<th>ITEM NAME</th>
<th>Total No.</th>
<th>Rate per unit for a year excluding GST (in Rs.)</th>
<th>Applicable GST (inRs.)</th>
<th>Total Cost including GST (inRs.)</th>
</tr>
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<tbody>
<tr>
<td>1.</td>
<td>Computer</td>
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<td>83 Nos.</td>
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<td>Server</td>
<td>06 Nos.</td>
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</tr>
</tbody>
</table>

*No. of equipment can be reduced or enhanced.
The equipment, whose warranty will be ended during the ensuing AMC period, can be included on the tender rate of the concerned equipment.

Signature of authorized person

Date:  
Name: 
Place:  
Seal: