

**ANNUAL MAINTENANCE CONTRACT TERMS & CONDITIONS**

**Sub : Annual Maintenance Contract of PCs, Laptops, Printers, UPS & Scanners.**

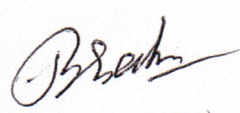
Sealed quotations are invited from firms (on official letter heads) duly filled in **Annexure- II & III** for award of Annual Maintenance Contract (AMC) of Servers, Desktop-PCs, Laptops, Printers, UPS, Projector and Scanners etc., listed in **Annexure- I**. The firms who fulfil the following eligibility conditions should only apply:

1. The firm/agency should be an ISO Certified agency having turnover not less than Rs.25.00 lakh in each year during the last 3 years.
2. The firm must have previous experience in maintaining hardware & software and network systems in offices and organizations of the Central Government/Public Sector Undertakings of the Government of India (certificates from at least two such offices / organizations – where the firm is presently holding AMC – indicating 'satisfactory performance / service providing' by the firm have to be furnished along with proof of holding AMC in that office/organization as on date. This Department would be free to verify such certificates from the concerned office/organization, if felt necessary.
3. The firm/agency must have expertise in preventive on-site maintenance and repair stand alone computers, laser and inkjet printers, scanners, laptops, UPS, associated peripherals, network components and other hardware parts and accessories.
4. The firm also must have expertise in LAN trouble shooting.
5. The firm must be a 'registered' firm and should also be registered with the State Sales Tax Department for Works Contract Tax (certificates of registration have to be provided to this Department). The firm must have also duly allotted PAN and Service Tax No. Documents in this regard should be enclosed with the tender document.
6. In case any information furnished in the contract is found to be false, the EMD deposited is liable to be forfeited.
7. The EMD of the party getting the contract will be treated as Security Deposit, which will be refunded after the supply has been completed. The EMD of the remaining parties will be returned once the AMC is finalized and awarded.

**8. Tender Schedule:-**

**Final date of Receipt of Tender : 22.2.2012 (upto 1500 hrs)**

**Date of Opening of Tender : 23.2.2012 (15.30 hrs)**

  
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अपर सचिव/Under Secretary  
रसायन एवं उर्वरक मंत्रालय  
Min. of Chemicals & Fertilizers  
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नई दिल्ली/New Delhi

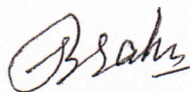
**IF A FIRM FILING QUOTATION(S) DOES NOT FULFIL ALL OR ANY OF THE ABOVE ELIGIBILITY CONDITIONS MENTIONED ABOVE, THE QUOTATION OF THE FIRM IS LIABLE TO BE REJECTED.**

**Scope of the work for which quotations are being invited:**

1. Comprehensive maintenance of Personal Computers, Laptops, Printers, UPSs, Scanners, etc., installed in the Department of Fertilizer located at Shastri Bhavan, Janpath Bhavan, Udyog Bhavan and Sewa Bhawan, New Delhi. (list of items to be covered under the AMC annexed herewith may be seen at **Annexure-I**).
2. Maintenance of Local Area Networking (LAN) installed in this Department.
3. Maintenance of software(s) installed in the computers and peripherals.

**Terms and Conditions of the Annual Maintenance Contract (AMC) for which quotations are being invited:**

1. The period of contract shall be for one year from the date of commencement of the contract. However, the contract can be terminated at any time during the period of contract after giving notice of 15 days, if the firm did not render the services satisfactorily or parts/spares provided by the firm are found sub-standard or any other reasons as the Department may deem proper.
2. The firm has to provide services in the Department of Fertilizers located at Shastri Bhavan, Janpath Bhavan, Udyog Bhavan and Sewa Bhawan, New Delhi.
3. The rates quoted will remain in force for the full period of the contract. No demand for revision of rates on any account shall be entertained during the contract period. It will be open to the Department to extend the term of the agreement beyond the contractual period of one year on the same terms and conditions for a further period of one year or more depending upon the performance.
4. Two Resident Engineers from 9.30 AM to 5.30 PM on all working days including holidays (if required) should be provided. Qualification of the Resident Engineer should be Graduate with Post-Graduate course in hardware maintenance/Diploma in Electronics or Computer Science with at least two years experience in maintenance of hardware.
5. The Resident Engineers of the firm should maintain a log book-cum-attendance book. All complaints lodged will be entered in the log book with date and time of lodging of complaint and thereafter the date and time of attending to the complaint by the Engineer with details of repairs done to restore the machine to the satisfaction of the Section Incharge of the Computer Division, will be entered in the log book. Records of preventive maintenance done will also be entered in the book. Preventive maintenance which must be done at least once in a quarter (3 months) for every system shall include thorough cleaning, checking of hardware/software and replacement of any parts showing signs of wear and tear which if not replaced is likely to cause trouble in the functioning. The log book shall be kept in the custody of the concerned Section Incharge of the Computer Division, who shall countersigns all entries made with remarks if any.

  
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6. If complaint is reported before 4.30 PM, it will have to be attended on the same day, and if complaint is reported after 5.00 PM then, complaint should be attended preferably on the same day, failing which on the next day before 11.00 AM. As far as possible, the repairs would be carried out on-site itself. If it is found that repair is further time-consuming, the firm shall provide a similar stand-by system of matching specifications so that work of this Department is not hampered or delayed. If however, the firm fails to repair or provide a standby by the day following the day on which the complaint is lodged, then a penalty of Rs.100/- (Rupees one Hundred only) per day will be charged per system. It may be noted that in case of intermittent failures and repetitive problems due to improper diagnosis or repair, the system will be treated as continuously down.

7. It shall be the onus of the firm to ensure that the Resident Engineer is equipped with mobile phone so as to enable this Office to contact the Engineer immediately.

8. It shall be onus of the firm to provide necessary support for maintaining VIRUS-free computer environment in the Department and in upgrading the software, as and when necessary. Anti-virus software will, however, be provided by the Department.

9. The firm shall maintain the equipment as per manufacturers' guidelines and shall use standard components for replacement. In case of an instance of sub-standard repair/replacement of parts by the firm, it may lead to cancellation of the contract and any other legal action may be taken against the firm.

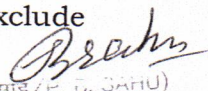
10. The Department shall not be liable to make payment over and above the comprehensive maintenance cost, in any case. All types of repair/replacement of spare parts shall be covered under the comprehensive maintenance contract, except the force majeure conditions which includes only fire, theft, natural calamities, deliberate damage / tampering etc.

11. Maintenance charges under the AMC shall not include the cost of consumables and supply items such as ribbons, media like magnetic tapes, cartridges, printer bands, floppy diskettes, CDs, print heads, computer stationery. In case of Laser Printers, the maintenance charges under the AMC shall include all parts including Fuser Assemblies, Fuser Units and Teflon sheets. However, the cost of Toner cartridge of Laser Printer will not be included in the AMC.

12. No Advance payment shall be made. Payment of maintenance shall be made on quarterly basis i.e., after completion of every quarter of maintenance by the firm. For making the payment, the firm will have to attach with their quarterly bill, a report of 'satisfactory service' from the Unit under whose control the hardware/software is working/installed. The bill submitted by the firm for quarterly payment must bear PAN and also State ST allotted by the State Sales Tax Department for works contract tax.

13. It may also be noted that in case of the firm with whom the contract has been entered into, backs out in mid-stream without any explicit consent of the Department, the firm shall be liable to recovery at higher rates vis-à-vis those contracted with it, which may have to be incurred by the Department on maintenance for the balance period of contract through alternative means. Further, the act of backing out will automatically debar the firm from any further dealing with the Department.

14. This Department shall have the right to include on pro-rata basis in the AMC any new equipment – on the expiry of its warranty – at the rate of contract for that equipment in the AMC. Similarly, the Department shall have the right to exclude

  
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any of the existing equipment under warranty from the AMC after obsolete/disposal.

15. It shall be the responsibility of the firm entering the contract not only to make the items under AMC work satisfactorily throughout the contract period but also to handover the items under AMC to the Department in working condition on expiry of the contract.

16. The firm to whom the AMC would be granted shall be required to submit a Performance Security in the form of a Bank Guarantee of an amount of at least 10% of the total contractual amount with the Department. The Bank Guarantee should be in favour of the Department of Fertilizers, Govt. of India and should remain valid at least for a period of sixty days beyond the date of expiry of the contractual period. The firm shall be required to submit the Performance Guarantee at the commencement of the contract. The contract shall not be valid unless the Performance Guarantee is submitted.

17. T.D.S. (Tax Deduction at source) at the rate applicable from time to time as per the provisions of the Income Tax Act shall be made from the bill.

18. In case of any dispute or differences arising at any time between this Department and the firm holding the contract, these shall be resolved in accordance with the Provisions of the Indian Act, 1940 and only Courts of Delhi shall have the jurisdiction in all matters arising out of or connected with this contract. Further, this contract is subject to laws of India alone.

19. Limitations if any, may please be included/specified in your quotation.

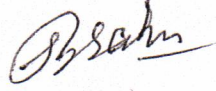
**A COPY OF THE ABOVE TERMS AND CONDITIONS DULY SIGNED BY THE FIRM IN TOKEN OF HAVING UNDERSTOOD AND AGREED TO THE SAME HAS TO BE ATTACHED WITH THE QUOTATION.**

**Process for the Quotations being invited :**

1. Quotation duly filled-in the prescribed format (Annexure-II & Annexure-III) placed inside an envelope with the following words **"QUOTATION FOR AMC OF COMPUTERS ETC."** superscribed on the envelope should be addressed to "The Under Secretary (HR-I), Department of Fertilizers, Room No.222, Shastri Bhavan, New Delhi - 110 001 so as to reach this Department latest by 3.00 PM on Tuesday, 22<sup>nd</sup> February, 2012. The TECHNICAL QUOTATION (ANNEXURE-II) and FINANCIAL QUOTATION (ANNEXURE-III) should be sealed in two separate envelopes and these two envelopes should be placed inside the main envelope being sent to addressee. The main envelope should also be sealed.

2. A bank draft for Rs.25,000/- (Rupees twenty five thousand) only drawn in favour of the DDO, Department of Fertilizers payable at New Delhi shall be furnished along with the quotation towards EMD. In case any information furnished in the contract is found to be false, the EMD deposited is liable to be forfeited.

3. The EMD of the party getting the contract will be treated as Security Deposit, which will be refunded after the supply has been completed. The EMD of the remaining parties will be returned without any interest once the supply order is finalized.

  
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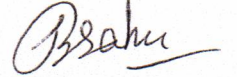
4. Quotations received after due date mentioned above, as well as those received without separate sealed envelopes as specified above will not be accepted.

5. The Department reserves the right to reduce or increase the number of items offered for maintenance contract.

6. The Department also reserves the right to reject any quotation without assigning any reason.

7. A copy of the terms and conditions laid down here may please be attached along with the quotation, duly signed by the firm in token of having understood and agreed to the same.

8. It may be noted that incomplete or conditional quotations will not be entertained.



(P.B. Sahu)

Under Secretary

(पी. बेरागी साह/P. B. SAHU)  
अवर सचिव/Under Secretary  
रसायन एवं उर्वरक मंत्रालय  
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## ANNEXURE-I

List of PCs, Printers, Servers, UPS, Projectors, Laptops, Scanners, Switches & Jack Panels etc. in the Deptt. of Fertilizers.

No	Item Description	Tender Qty.
1	Servers (Compaq/HP/Acer)	19
2	Laptop (IBM/HP/Acer)	21
3	Projectors with accessories (Philips)	2
4	P-IV Computers with CRT (Acer/Zenith/HP/IBM)	40
5	P-IV Computers with TFT (Acer/Zenith/HP/IBM)	125
6	HP LaserJet Printers (A4 size & Mono Laser)	81
7	HP Color LaserJet Printers (A4 size & Mono Laser)	7
8	HP All in LaserJet Printers (A4 size & Mono Laser)	20
9	HP DeskJet & Inkjet Printer (A4 Size)	5
10	HP Color All in Officejet Printers (A4 size & Mono Laser)	21
11	Samsung Laserjet Printers (A4 size & mono laser)	20
12	Samsung Color All in Printers	6
13	Samsung All in Laserjet Printers	2
14	Offline UPS (600/700/800 VA)	145
15	Offline UPS (1 & 2 KVA)	8
16	Online UPS (5KVA & 6VA)	15
17	Scanner (A4 Size)	6
18	12 Port Switch (10/100 Mbps auto sense)	2
19	12 Port Switch (10/100 Mbps (BS 304)+ MDA Card)	18
20	12 Ports 10Mbps Manageable Hub	3
21	Jack Panel	14

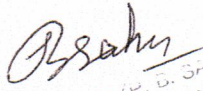
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*P. D. SAHU*

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अपर सचिव/Under Secretary,  
रसायन एवं उर्वरक मंत्रालय  
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**VENDOR'S TECHNICAL REQUIREMENTS**

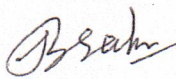
<b>S.No.</b>	<b>Description</b>	<b>Information</b>
1	Name of the Agency and it's CEO	
2	Address & Telephone No.	
3	Whether the firm has the required experience of three years doing maintenance work in Govt Organization /PSU's and its turnover during the preceding 3 years is more than Rs.25.00 lakh per each year. Necessary supportive documents should be attached.	
4	Whether the firm is registered with Sales Tax Department in Delhi for Works Contract Tax. If yes, necessary supportive document has been attached.	
5	Whether the firm is the authorized dealer/service provider for HP Computers. If yes, necessary supportive document has been attached.	
6	Whether the firm is expertise to provide maintenance of various computers and its peripherals of various brands/make specially HP PC's and HP Laser / Inkjet Printers. If yes, necessary supportive document has been attached.	
7	Whether income tax clearance certificates for the last two years, are attached.	
8	Whether the firm is specialized in LAN trouble shooting.	
9	Whether client list highlighting Major Govt / PSU accounts has been attached.	
10.	Whether the firm is an ISO Certified agency? If yes, a copy of the ISO certificate is to be enclosed.	

  
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## ANNEXURE-III

**FORMAT OF COMMERCIAL BID  
TO BE SUBMITTED ON THE LETTER HEAD OF THE COMPANY**

S. No.	Details of items for maintenance	Model	No. of items/units	Rate per unit	Total amount
1.	Compaq/HP/Acer server	HP-12/Acer-02	9		
2.	Laptop IMB/HP/Acer	HP-06/ IBM-12/Acer-07	21		
3.	Projector (Phillips make) with all accessories	-	02		
4.	Computer of all makes installed in the Department HP/ Compaq/Acer/Zenith Make P-IV	Acer Zenith HP IBM	40 CRT +125 TFT <u>165</u>		
5.	LaserJet printer(A4 size & mono)	HP	81		
6.	All In Laser Jet printer(A4 size & mono)& Color All in Office Jet Printer(A4 size & mono)	HP	20 & 21		
7.	HP Colour LaserJet Printer(A4 size & mono)	HP	7		
8.	Samsung color All In printer/Laserjet Printers(A4 size & mono laser)	Samsung	6&20		
9.	Samsung All In Laserjet Printers	Samsung	2		
10.	Desk Jet/ Inkjet Printer(A4 size)	HP	5		
11.	Dot-Matrix printer	-	-		
12.	UPS 600/700/800 VA	-	145		
13.	UPS 1 & 2kva	-	8		
14.	UPS 5kva/6Kva	Numeric/Emersion	15		
15.	Scanner (of all makes)	HP	06		
<b>LAN ITEMS</b>					
16.	<b>12 Ports</b> 10/100 Mbps auto sense Ethernet Switch	02			
17.	<b>12 Ports</b> 10/100 Mbps Ethernet Switch (BS 304) + MDA Card	18			

  
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18.	<b>12 Ports 10 Mbps Manageable Hub</b>	03		
19.	Jack panel	14		
20.	Any other items to be charged by the vendor *			
21.	Service Tax, Education Cess			
22.	GRAND TOTAL			

\* This is to be filled up at the option of the vendor. This will be taken into consideration while deciding upon L1 vendor.

# The quoted rates should be per annum.

*B. Sahu*

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नई दिल्ली/New Delhi

## LIST OF THE FIRMS

### NAME OF THE FIRMS

1. **BRISK INFOTECH SOLUTIONS**  
2157, Guru Arjun Nagar,  
Near shadipur, Metro Station,  
New Ranjeet Nagar,  
New Delhi.
2. **OMINI INFORWORD PVT LTD.**  
B-1/144, 3<sup>rd</sup> floor, Mayur Vihar,  
Phase -III. Delhi.
3. **Velocis Systems (P) Ltd.**  
Vashisth House, 7/2&7/3  
Kalu Sarai Begum, New Delhi.
4. **Silver Touch Technologies Ltd.**  
2<sup>nd</sup> Floor, Saffron, Nr. Panchwati  
Circles Ahmedabad.
5. **M/s. Global Comp Enterprise**  
H.No. 277, Gali No.8 Near Yadav Dharam Shala,  
Samaipur, Delhi-110042.
6. **S. B. Infoline House No. 4, 2<sup>nd</sup> Floor**  
Mohammadpur, Village  
Near Bhikaji Cama Place, New Delhi.
7. **Infocreations Technologies(Pvt) Ltd**  
C-250, GF, Pulhelad pur,  
Near Hero Honda,  
New Delhi.
8. **Universal Technologies Pvt. Ltd.**  
G-4 Osian Building, Nehru Place,  
New Delhi.

