

No. 97/11/2019 - IT  
Government of India  
Ministry of Chemical & Fertilizers  
Department of Fertilizers  
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**Annual Maintenance Contract (AMC) Terms & Conditions**

**Sub: Annual Maintenance Contract (AMC) of PCs, Laptops, Printers, UPS & Scanners etc.**

Sealed quotations in two bid system i.e. technical bid and financial bid are invited from firms (on their 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 Limited or Private Limited having Annual Maintenance not less than Rs. 1 Crore in each year during the last 3 years.
2. Audited balance sheet for last three years showing that the bidder has a minimum per annum turnover of at least Rs. 50 Crore in each year during the last 3 year.
3. Company should be an ISO 9001:2008, ISO 20000-1:2005 & 27001 or Higher Certified for servicing.
4. The firm also must have expertise and experience in LAN troubleshooting. The bidder should have executed satisfactorily minimum one Annual Maintenance Contracts of more than 1000 Computers in single site connected in LAN under Linux/Window NT environment for at least two consecutive years.
5. Firm should be authorized partner of any one of the companies like Microsoft, HP, Lenovo, Dell, Fujitsu, Cisco & etc. A certified copy should be enclosed.
6. List of Engineers with Resumes. The Engineers deployed under the contract must have Graduate or Computer Hardware Diploma or BCA/B.Sc (IT)/M.Sc with MCSE, MCP, MCITP, and CCNA Certified
7. Customer satisfactory certificate (at least 05 Nos. of Copy) issued by the clients (by Govt. Deptt./Ministries only).
8. The firm must be registered with the Registrar of companies and with the Delhi Sales Tax Department for Works Contract Tax and should have valid ESI and PF registration on the date of closing of tender date.
9. List of customer along with copies of order of AMC executed within last 3 years (as on 31.03.2019). needs to be attached with the tender.
10. 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 officers/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.
11. The firm/agency must have expertise in preventive on-site maintenance and repair stand alone Server, computers, laser and inkjet printers, scanners, laptops, UPS, associated peripherals, network components and other hardware parts and accessories.
12. 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 be enclosed with the tender document. The firm must have registered themselves on GST portal.



13. In case any information furnished by the tenderer is found to be false, the EMD deposited is liable to be forfeited.
14. The EMD of the party getting the contract will be treated as Security Deposit, which will be refunded after the completion of AMC. The EMD of the remaining parties will be returned once the AMC is finalized and awarded.
15. Tender Schedule: -

|                                  |                          |
|----------------------------------|--------------------------|
| Final date of Receipt of Tender  | : 09.10.2019 at 11.00 AM |
| Date of Opening of technical bid | : 09.10.2019 at 03.30 PM |
| Date of opening financial bid    | : 14.10.2019 at 03.00 PM |

IF A FIRM FILLING QUOTATION(S) DOES NOT FULFIL 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 Servers, Personal Computers, Laptops, Printers, UPSs, Scanners, etc., installed in the Department of Fertilizer located at Shastri Bhawan, Janpath Bhawan, Udyog Bhawan 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 founded 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 Bhawan, Janpath Bhawan, Udyog Bhawan and Seva 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 9:00 AM to 5:30 PM on all working days should be provided. On holidays, two resident engineers during 9.00 AM to 5.00 PM shall be provided on required basis. Qualification of the Resident Engineer should be Graduate with Post-Graduate course in hardware maintenance/Diploma in Electronics or Computer Science with at least three years' experience in maintenance of hardware, servers, Video conferencing, network switches, desktops, printers & other IT equipments. The Resident Engineers deployed in this Department should have valid and active ESI and EPF numbers.

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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 through 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 countersign all entries made with remarks if any.
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 the, complaint should be attended preferably on the same day, failing which on the next day 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. 500/- (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 manufacturer's guidelines and shall use standard components for replacement. In case of an instance of substandard 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 as deemed fit.
10. The Department shall not be liable to make payment over and above the comprehensive maintenance cost, in any case. All types of repairs/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, cartridge's, printer's bands, floppy diskettes, CDs, print heads, Printer Drum, UPS battery, data recovery, laptop battery, projector lamp, 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 cartridges 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&GSTIN, details of Bank Account and also State ST allotted by the State Sales Tax Department for works contract tax etc. complete.

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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-a-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 as well as dealing with any other Govt. Deptt./PSUs.
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/similar equipment in the AMC. Similarly, the Department shall have the right to exclude any of the existing equipment under warranty due to the obsolete / disposable condition.
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. All matters/disputes pertaining to the tender and resultant contract shall be settled by the Head of the Department or officer nominated by him for the purpose. The contract terms are interpretable under the applicable Indian law subject to the jurisdiction of NCT of Delhi. In case the same is not settled at this level the matter will be referred to sole arbitrator to be appointed by Secretary (Fert). The arbitrator so approved shall be an official of the Department of Fertilizers not below the rank of Director/Deputy Secretary.
19. Limitations if any, may please be included/ specified in your quotation/tender.


**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/TENDER.**

**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."** super scribed on the envelope should be addressed to "The Under Secretary (IT), Department of Fertilizers, Room No.222 A, Shastri Bhavan, New Delhi - 110001 so as to reach this Department latest by **09.10.2019 upto 11.00 AM**. 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 above mentioned address. 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 Pay & Accounts Officer, 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. MSME & NSIC exemption certificate will be considered as per govt. norm in GFR guideline.

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

  
(Geeta Mishra)  
Under Secretary (IT)  
Tele: 23386151

गीता मिश्रा / GEETA MISHRA  
अवर सचिव / Under Secretary  
रसायन एवं उर्वरक मंत्रालय  
Min. of Chemicals & Fertilizers  
उर्वरक विभाग  
नई दिल्ली

**List of PCs, Laptops, Printers, UPS, Servers & Scanners, Switches and jack panels etc. in the Department of Fertilizers.**

| S.No | Item Description  | Tender Qty. |
|------|---|-------------|
| 1    | Servers (Compaq/HP/Acer/Lenovo)   | 2           |
| 2    | Laptop (IBM/HP/Lenovo/Apple/ipad/Dell )   | 34          |
| 3    | Projectors with accessories (Sony/Philips)  | 2           |
| 4    | Desktop Computers with TFT/Monitor (Acer/HP/IBM/lenovo)   | 132         |
| 5    | All in One Desktop Apple MAC  | 1           |
| 6    | HP LaserJet Printers (A4 size & Mono Laser)   | 27          |
| 7    | HP ColorLaserJet Printers (A4 size & Mono Laser)  | 6           |
| 8    | HP All in One LaserJet Printers (A4 size & Mono Laser)  | 88          |
| 9    | HP Color All in One LJ Printers (A4 size & Mono Laser)  | 25          |
| 10   | Samsung Laserjet Printers (A4 size & mono laser)  | 2           |
| 11   | Samsung Color LJ Printers   | 1           |
| 12   | Samsung All in Laserjet Printers  | 23          |
| 13   | Samsung color All in Laserjet Printers  | 2           |
| 14   | HP Scanner (A4 Size)  | 2           |
| 15   | ZXP Series 3 Card Printer (ID card)   | 1           |
| 16   | Offline UPS (600/700/800 VA / 1 KVA)  | 135         |
| 17   | Offline UPS (2 KVA)   | 1           |
| 18   | Online UPS (3KVA)   | 4           |
| 19   | Online UPS (5KVA & 6VA)   | 7           |
| 20   | Online UPS (10KVA)  | 1           |
| 21   | Resident Engineer: (Govt. Minimum wages salary should not be less then as per govt. norms and Higher salary will be considered) | 2           |

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## VENDOR'S TECHNICAL REQUIREMENTS

| S.No. | Description  | Information |
|-------|--|-------------|
| 1     | Name of the Agency and it's CEO  |             |
| 2     | EMD Rs.25,000/- or MSME / NSIC Exemption Certificate Details   |             |
| 3     | Address & Telephone No. alongwith Fax No., E-Mail ID etc.  |             |
| 4     | The firm/agency should be Limited or Private Limited having Annual Maintenance not less than Rs. 1 Crore in each year during the last 3 years  |             |
| 5     | Audited balance sheet for last three years showing that the bidder has a minimum per annum turnover of at least Rs. 50 Crore in each year during the last 3 year.  |             |
| 6     | Company should be an ISO 9001:2008, ISO 20000-1:2005 & 27001 or Higher Certified for servicing.  |             |
| 7     | The firm also must have expertise and experience in LAN troubleshooting. The bidder should have executed satisfactorily minimum one Annual Maintenance Contracts of more than 1000 Computers in single site connected in LAN under Linux/Window NT environment for at least two consecutive years. |             |
| 8     | Firm should be authorized partner of any one of the companies like Microsoft, HP, Lenovo, Dell, Fujitsu, Cisco & etc. A certified copy should be enclosed.   |             |
| 9     | Customer satisfactory certificate (at least 05 Nos. of Copy) issued by the clients (by Govt. Deptt./Ministries only)   |             |
| 10    | The firm must be registered with the Registrar of companies and with the Delhi Sales Tax Department for Works Contract Tax and should have valid ESI and PF registration on the date of closing of tender date   |             |
| 11    | List of customer along with copies of order of AMC executed within last 3 years (as on 31.03.2019) needs to be attached with the tender.   |             |
| 12    | Whether income tax clearance certificates for the last two years, are attached   |             |
| 13    | Whether the firm is registered with Sales Tax Department in Delhi for Works Contract Tax and under GST. If yes, necessary supportive document has been attached  |             |

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

| S.No | Model and Details of items for maintenance   | No. of items/units | Rate Per Unit | Total Amount |
|------|--|--------------------|---------------|--------------|
| 1    | Servers (Compaq/HP/Acer/Lenovo)  |                    |               |              |
| 2    | Laptop (IBM/HP/Lenovo/Apple/ipad/Dell)   |                    |               |              |
| 3    | Projectors with accessories (Sony/Philips)   |                    |               |              |
| 4    | Desktop Computers with TFT/Monitor (Acer/HP/IBM/lenovo)  |                    |               |              |
| 5    | All in One Desktop Apple MAC   |                    |               |              |
| 6    | HP LaserJet Printers (A4 size & Mono Laser)  |                    |               |              |
| 7    | HP Color LaserJet Printers (A4 size & Mono Laser)  |                    |               |              |
| 8    | HP All in One LaserJet Printers (A4 size & Mono Laser)   |                    |               |              |
| 9    | HP Color All in One LJ Printers (A4 size & Mono Laser)   |                    |               |              |
| 10   | Samsung Laserjet Printers (A4 size & mono laser)   |                    |               |              |
| 11   | Samsung Color LJ Printers  |                    |               |              |
| 12   | Samsung All in Laserjet Printers   |                    |               |              |
| 13   | Samsung color All in Laserjet Printers   |                    |               |              |
| 14   | HP Scanner (A4 Size)   |                    |               |              |
| 15   | ZXP Series 3 Card Printer (ID card)  |                    |               |              |
| 16   | Offline UPS (600/700/800 VA / 1 KVA)   |                    |               |              |
| 17   | Offline UPS (2 KVA)  |                    |               |              |
| 18   | Online UPS (3KVA)  |                    |               |              |
| 19   | Online UPS (5KVA & 6VA)  |                    |               |              |
| 20   | Online UPS (10KVA)   |                    |               |              |
| 21   | Resident Engineer :<br><br>System Admin, System Engineer<br><br>(Govt. Minimum wages salary should not be less then as per govt. norms and Higher salary will be considered) |                    |               |              |
| 22   | Any other items to be charged by the Vendor *  |                    |               |              |
| 23   | Service Tax, GST, Education Cess, etc  |                    |               |              |
| 24   | <b>GRAND TOTAL</b>   |                    |               |              |

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

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**# The quoted rates should be per annum.**