To,

As per list

Subject: Annual Maintenance contract for comprehensive maintenance (including spare parts) of Computer hardware/software and other peripherals working in the Ministry of Power.

Sir,

I am directed to say that Ministry of Power intends to enter into Annual Maintenance Contract for comprehensive maintenance (including spare parts) of the computer hardware/software and other peripherals (details of the items may be seen in Annexure II & in Annexure III). The general terms and condition of the contract are indicated in the Annexure-I.

2. Firms who are in the field of maintenance of computers & peripherals and fulfill the general terms & conditions as per Annexure-I may submit their quotations in a sealed cover superscripted as “Quotation for Comprehensive Annual Maintenance Contract of Computers/Peripheral etc. of Ministry of Power” addressed to the Under Secretary (GA), Ministry of Power, Room No. 22, Shram Shakti Bhawan, Rafi Marg, New Delhi-110001 so as to reach latest by 22.9.2011 on or before 3.00 PM. The bid document should accompany EMD of Rs. 15,000/- (Rs. fifteen thousand only) in the form of Demand Draft in favour of Pay & Account Officer, Ministry of Power payable at New Delhi. The technical quotations will be opened on the same day at 3.30 PM and the financial bid will be opened at latter stage. The tender document issued vide letter of even number dated 17.8.2011 may be treated as cancelled.

Yours faithfully

Enclosure: Annexure I, II & III

(P.K. Singh)
Section Officer
General terms and conditions

The Comprehensive maintenance contract, herein after called Annual Maintenance Contract, or AMC in short, shall be for the diagnosis and rectification of faults in the computer systems, peripherals and switched Ethernet LAN, along with removal of virus, maintenance of software like Windows XP/Vista/2007, MS office XP/2003/2007/10, Unix, Linux, Window NT, Windows 2008 server, Internet Explorer etc. The vendor shall assist the user in taking back-ups if Hard Disk needs to be formatted along with preventive maintenance of computer system/peripherals and LAN and shall also include repair/replacement of faulty components in computer systems and switched Ethernet LAN.

2. The selected bidder, herein after called as AMC vendor, will undertake to provide service/maintenance of the Computer systems, peripherals and LAN to Ministry of Power in the presence of users at the locations of Hardware and Software products, subject to the terms and conditions contained in the contract for which an agreement prescribed by Ministry of Power has to be signed.

3. On behalf of Ministry of Power sealed tenders are invited for the maintenance of the following items at the Offices located at Shram Shakti Bhawan and Nirman Bhawan premises and at the residence of senior officers located throughout NCR for a period of one year which can be further extended upto three years.

   i. Computer System: Acer make, HCL make, HP make, IBM make with/without TFT monitor along with CD /DVD writer etc.
   ii. DeskJet Printer, Laser printer, four- in- one(PSC), All-in-One Priner, Heavy Duty Printers
   iii. Offline UPS, online UPS
   iv. Server of IBM make/HP make
   v. Switch of Cisco make along with all the accessories related to Internet connection.

4. Vendor Eligibility Conditions (documents must be enclosed along with bid):

   (a) The firm must be ISO Certified for servicing of Computers & Peripherals.
   (b) The Firm should be registered with the Registrar of Companies and with Delhi Sales Tax Department for Works Contract Tax. Copies of PAN/TIN No., Income Tax clearance certificate/Returns for three years must be attached.
   (c) Annual turnover for servicing must be more that 25 lakhs.
   (d) Firm must provide satisfactory service certificate from minimum three Govt. organizations.
   (e) Establishment of the Firm must be more than 7 years.
   (f) The Firm must have executed minimum one AMC of 1000 PCs or two AMCs of 500 PCs or three AMCs of 250 PCs including networking.
   (g) Firm must have sufficient numbers of qualified and experienced Engineers.

5. Bidders shall have to deposit Earnest Money of Rs. 15,000/- (Rupees fifteen thousand only) in the form of Bank Guarantee along with the bid.

6. The firms shall also be responsible for deployment of necessary staff for regular cleaning of all hardware using suitable cleaning materials and equipment. Each equipment has to be cleaned once in a month regularly and if required twice in a month.

7. The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required as per the Bid Documents or
submission of bids not substantially responsible to the Bid Documents in every respect will
be at the bidders risk and may result in rejection of the bid.

8. a. The bidder shall give the total composite price and the price needs to be
individually indicated against each item.

b. The unit price quoted by the bidder shall be in sufficient detail to enable the
Ministry of Power to arrive at prices offered for each items.

c. Discount, if any, offered by the bidders shall not be considered unless they are
specifically indicated in the price schedule. Bidders desiring to offer discount shall
therefore modify their offers, suitably while quoting and shall quote clearly net price
taking all such factors like Discount, free supply, etc into account.

d. The price approved by the Ministry of Power for award of AMC will be
inclusive of all levies and taxes.

9. The bidder shall furnish documentary evidence that he has the financial, technical and
performance capability necessary to execute the contract.

10. The bid security may be forfeited:

a. if a bidder withdraws his bid during the period of bid validity specified by the
bidder on the Bid form

or

b. in the case of a successful bidder, if the bidder fails, (i) to sign the contract in
accordance and (ii) to furnish performance security

11. (a) the bidder shall prepare only single copy of the bid.

(b) The copy of the Bid shall be typed or printed and shall be numbered
consecutively and signed by the bidder or a person or persons duly authorized to
bind the bidder to the contract.

(c). Correction or over-writing in the tender documents is not permissible. Every
sheet of the Tender document and the terms and conditions should be signed and
stamped by the authorized signatory of the firm.

12. a. The envelope shall indicate the name and address of the bidder to enable the bid to
be returned unopened in case it is received late.

b. Tender shall either be sent by Registered post or delivered in person. The
responsibility for ensuring that tenders are delivered in time would vest with the
bidder.

c. Bids delivered in person shall be addressed to Under Secretary (GA), Room No. 22,
Shram Shakti Bhawan, Rafi Marg, New Delhi on or before due date. The Ministry of
Power shall not be responsible if the bids are delivered elsewhere or after last
date/time.

13. Mere quoting lowest rates will not amount to commitment on the part of Ministry for
award of contract.

14. All the complaints received shall be attended immediately as follows:

i. Minor faults immediately.

ii. Major faults within 4 working hours by replacement method, with the available spares,
   if instructed by the Section Officer (Admin. III-Section)

iii. Major faults within 48 hours.
iv. The firm shall be responsible for taking backup data and programmer available in PC, before attending the fault and shall be responsible for reloading the same. The back up copies is to be returned to the users.

v. If the equipment is required to be transported to the firms/Manufacturer service workshop for repairs, the same shall be undertaken at the risk and cost of the firm.

vi. The replacement of components, sub-assemblies and assemblies shall be free of charges.

vii. The replacement shall also involve all items of equipment:
- Including major parts such as monitor tubes, printer parts, print heads of printers, adaptors of printers, HDD, CPU, SMPS, Motherboard, Multimedia Kit, Keyboard, Mouse, CD-ROM Floppy drive, Teflon of printer, Roller of Printer etc. but
- excluding consumables such as computer stationery, ribbon ink cartridges etc.

15. The scope of software maintenance covers:

a) Maintenance of all already installed in the PCs, and peripherals and the software to be installed at later stages. The following softwares is already in use:

i) MS-Office (all version)
ii) Widow (all version)
iii) Anti virus (all version)
iv) Software support for exchange.
v) Hindi software (all version)
vi) Dragon naturally speaking software

b) The firm must provide necessary support for maintaining VIRUS free computer environment in the Ministry.

c) Data recovery from crashed hard disc drives from specialized firms, all expenditure, in this regard, shall be borne by the firm.

16. Opening and evaluation of bids:

a. The bids may be submitted in two parts as under:-

i. Technical bid consisting of all documents required under Vendor Eligibility condition of tender document (para 4).

ii. Financial bid indicating item-wise price for the items mentioned in Annexure II & III.

The technical bid and the financial bid should be sealed by bidder in separate covers duly superscribed and both these sealed covers are to be put in a bigger cover which should also be sealed and duly superscribed. Financial bids of only those firms will be opened at later stage who are technically qualified under eligibility conditioned mentioned in para 4 of tender document.

b. The bids shall be opened in the presence of bidders or his authorized representatives who choose to attend on opening date and time. The Bidder’s representatives who are present shall sign in the attendance register. Authority letter to this effect shall be submitted by the bidder before they are allowed to participate in bid opening. The venue of opening may be confirmed from Section Officer (Admin.III).

c. The Bidders name, bid Prices, Modifications, bid withdrawals and such other details as the Ministry of Power, at its discretion, may consider appropriate, will be announced at the opening.

d. The firm whose quotations is finally accepted shall have to deposit a sum of Rs. 35,000/- (Rs. Thirty five thousand only) in the form of Bank Guarantee or fixed deposit pledged in favour of Pay & Accounts Officer, Ministry of Power, New Delhi, as security. The earnest money shall be returned to the successful
and unsuccessful bidder after the finalization of the contract. The security
deposit will be released after satisfactory completion of the contract.

17. No bidder shall try to influence the Ministry of Power on any matter relating to its
bid, from the time of the bid opening till the time the contract is awarded.

18. **Award of contract:** The Ministry of Power shall consider placement of orders for
commercial supplies on those bidders whose offers have been *found technically,
commercially and financially acceptable.*

19. The Ministry of Power reserves the right at the time of award of contract or during the
continuance of the contract to decrease or increase the quantity of items offered for AMC on
the basis of reduction by virtue of expiry of life of the asset or addition after expiry of
warranty period and service specified in the schedule of requirement without any change in
unit price for similar configured items on the same terms and conditions.

20. The Ministry of Power reserves the right to accept or reject any bid, and to annul the
bidding process and reject all bids, at any time prior to award of contract without assigning
any reason whatsoever and without thereby incurring any liability to the effected bidder on
the grounds for the Ministry of Power action.

21. Failure of the successful bidder to comply with requirement of the Ministry of Power
as per the terms and conditions shall constitute sufficient ground for the annulment of
the award and forfeiture of the bid security in which event the Ministry of Power may make the
award to any other bidders at the discretion of Ministry of Power or may call the new bids.

22. The contractor shall provide 1 year warranty for the items supplied/replaced.

23. Price once fixed will remain valid for the period of contract. Increase and decrease of
taxes/duties will not affect the price during this period.

24. The computer maintenance firm shall maintain a log book in which separate pages
should be allotted to each computer system and its peripherals. The Firm shall record the calls
attended and quarterly regular services rendered and get the signature of the user along with
user’s name, Designation, stamp Telephone and room number. Original of the call reports
shall be attached with the bills for payment.

25. Hard disks shall be covered under AMC and in case hard disk goes faulty in any
machine the same shall be replaced with Hard Disk of SEAGATE/SAMSUNG make of the
same or higher capacity. Similarly if any motherboard goes faulty it shall be replaced either
by a similar motherboard or else with an Intel Motherboard. SMPS, all types of VDUs
(Monitors) keyboards, modem, mouse, and Ethernet cards should be kept in sufficient
number as stand byes by the supplier for supply to Ministry of Power free of cost as a
replacement against faulty ones. The Ministry does not take any guarantee regarding
availability of the parts of the system. In such cases proper maintenance of such system is the
duty of the firm.

26. Ministry of Power may request, at any stage during AMC, for a change of any/all
Engineer, if they do not meet the Ministry of Power requirements properly. And if the AMC
vendor is not able to provide the qualified Engineers with in week after such request, then
Ministry of Power shall impose a penalty as specified in para 31.

27. **Penalty:** Penalty for fault in either Routing Switch or workgroup Switch, server and
all the items related to Internet/intranet will be as follows:

<table>
<thead>
<tr>
<th>Complete breakdown</th>
<th>Rs. 500/- per day</th>
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</thead>
</table>
28. In case of Non-Adherence to preventive maintenance schedule, a penalty of 10% of the total of AMC charges for the quarter for every such failure in a quarterly schedule will be recovered.

29. In case of fault where no STAND-BY is provided and fault persists beyond one week or faulty equipment is taken by vendor for repair and not returned within One Week after repair, Ministry of Power shall be at liberty to get the same repaired from outside source and recover the cost from AMC vendor from the pending AMC bill or from performance bank guarantee.

30. Successful firm will have to provide two qualified Resident Engineers from 9.00 AM to 6.00 PM on all the working day and if necessary beyond 6.00 PM and on holiday including Saturday and Sunday.

31. All the Engineers shall mark their daily attendance in a register maintained with the computer in-charge. There shall be no leave of any sort given to the resident Engineer from Ministry of Power side. If either of the Engineer, wants to be on leave, he shall have to inform computer in-charge and the AMC vendor. The AMC vendor on such request from Engineer shall arrange a suitable substitute for that Engineer. If the AMC vendor fails to provide a substitute for absent engineer then following penalty, in addition to para 27 shall be imposed on the vendor.

   a. For full day absent: Rs. 200/- per engineer each day.

32. The Deputy Secretary (Admin./Director (Admin.), Ministry of Power shall have the right to terminate the contract without assigning any reason, what so ever to the firm.

33. On expiry of the contract after one year, the firm will have to hand over the system in perfect working conditions to the Ministry, failing which suitable amount will be deducted from the last payment.

Payment

34. Payment shall be made pro-rata on quarterly basis at the end of each quarter after successful completion of job.

35. Penalty shall be deducted from the running payments.

PARTICULAR TERMS AND CONDITIONS

36. The firm shall carry out preventive maintenance regularly and shall plan, as per schedule of quantities, so that maintenance is carried out in each equipment atleast once in two months.

37. The schedule of preventive maintenance shall be as follows:

i. Cleaning of all equipment using dry vacuum air, brush soft muslin cloths.

ii. Running of test programmer to ensure quantity print/data reliability.

iii. Checking of power supply source for proper grounding and safety of equipment.

iv. Ensuring that the covers, screws, switches etc are firmly fastened in respect of each equipment.

v. Scanning of all types of virus & elimination of the same.
vi) Shifting of equipment within the building as and when required.
vii) Running of diagnostic software for system performance.

38. If any dispute(s) arises between the Ministry and the firm with reference to any provision of the contract, the decision of the competent authority in the Ministry shall be final and binding on both the parties.

39. The contract shall be effective from the date of formal acceptance of the terms and conditions by the firm and deposit of performance security.

40. In case violation of any terms and conditions on the part of the firm is noticed and/or the services are found unsatisfactory, performance security can be forfeited at the discretion of the Competent Authority.

41. Ministry of Power may exercise its discretion to extend period of Annual Maintenance Contract extendable upto 3 years on the same rate, terms and conditions after completion of AMC period.

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<table>
<thead>
<tr>
<th>S.No.</th>
<th>Type</th>
<th>Quantity</th>
<th>Rate per unit per annum</th>
<th>Total Amount</th>
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<td>1.</td>
<td>Computer P-IV</td>
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<tr>
<td>(a)</td>
<td>Lenovo P-IV</td>
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<td>(b)</td>
<td>IBM P-IV</td>
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<tr>
<td>(c)</td>
<td>HP P-IV</td>
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<tr>
<td>(d)</td>
<td>HCL P-IV</td>
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<td>(e)</td>
<td>HP IQ518D/HPIQ528 Touch Smart</td>
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<td>(f)</td>
<td>Apple i-Mac 24&quot; Computer</td>
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<td>2.</td>
<td>Printers Deskjet</td>
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<td>HP (6548,5748)</td>
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<td>(b)</td>
<td>HP Deskjet 9300</td>
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<td>Printers Laserjet</td>
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<td>HP (1000,1010,1012,1020,1007,1505)</td>
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<td>(b)</td>
<td>Samsung ML 2010/2245</td>
<td>65</td>
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<td>(c)</td>
<td>HP 3050/2500/2550/1215N/3005dn/8500</td>
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<td></td>
<td>wireless/2025N (Heavy duty)</td>
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<td>(d)</td>
<td>HP PSC 2410 (All in one)</td>
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<td>(e)</td>
<td>HP PSC 9130 (All in one)</td>
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<td>(f)</td>
<td>HP 6318 (All in one)</td>
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<td>(g)</td>
<td>HP 7380 (All in one)</td>
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<td>(h)</td>
<td>Samsung 3561N</td>
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<td>Samsung SCX-4200</td>
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<td>(j)</td>
<td>Samsung heavy duty All in one</td>
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<td>UPS</td>
<td>235</td>
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<td>(a)</td>
<td>1 KVA</td>
<td>86</td>
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<td>(b)</td>
<td>500/625/650/700 VA</td>
<td>149</td>
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<td>5.</td>
<td>Server</td>
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<td>6.</td>
<td>Scanner</td>
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<td>(a)</td>
<td>HP 6300/7450c/3970c/4070/2400</td>
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<td>(b)</td>
<td>EPSON</td>
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<td>7.</td>
<td>Switch 24 ports (Cisco)</td>
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<td>8.</td>
<td>Laptop (Toshiba, IBM, Acer, HP/Sony)</td>
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<td>9.</td>
<td>DVD Writer (HP 300e)</td>
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<td>10.</td>
<td>CD Writer (External) (I-omega)</td>
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<td>11.</td>
<td>Bar Code Reader (Symbol Make)</td>
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<td>12.</td>
<td>All the internal CD-writer, internal DVD writer, cordless keyboard &amp; mouse, TV tuner, speakers etc installed in the Ministry will be covered under comprehensive Annual Maintenance contract.</td>
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<td>S. NO.</td>
<td>Name of the items</td>
<td>Rate (Rs.)</td>
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<td>1</td>
<td>Cat 5 UTP cable per mtr.</td>
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<td>2</td>
<td>RJ 45 Connector (each)</td>
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<td>3.</td>
<td>Information outlet (each)</td>
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<td>4.</td>
<td>Termination charges for new internet connection (each)</td>
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<td>5.</td>
<td>PVC channel/Pipe per mtr.</td>
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<td>6.</td>
<td>Clip for channel (each)</td>
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<td>7.</td>
<td>Labour charges for laying cable per mtr.</td>
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<td>8.</td>
<td>SMF batteries (each)</td>
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<td>9</td>
<td>Power cable (each unit)</td>
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<td>10</td>
<td>Data transfer cable (USB/Parallel port) (each)</td>
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<td>11</td>
<td>Keyboard (bilingual)</td>
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<td>12</td>
<td>Mouse (Optical)</td>
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<tr>
<td>13</td>
<td>Mouse Pad</td>
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