

केन्द्रीय सूचना आयोग

Central Information Commission

बाबा गंगनाथ मार्ग , मुनिरका/
Baba Gangnath Marg, Munirka

नई दिल्ली , New Delhi -110067

New Delhi, the 16th January, 2019

OPEN TENDER NOTICE

Sealed Tenders on behalf of the President of India, are invited from reputed, experienced and financially sound Companies/Firms/Agencies for Annual Maintenance Contract for various makes of Computers, Printers, MFD's including deployment of two resident Computer Engineers, at Central Information Commission, Baba Gangnath Marg, Munirka, New Delhi – 110067 for a period of two year from the date of taking up of the job and may be extended by another year or part, at the sole discretion of the Secretary, Central Information Commission on the terms and conditions enclosed with this letter.

- I. Maintenance of Hardware, Software of computers, Printers & MFD's (Detailed description is enclosed at Schedule-I).
 - II. Deployment of two Qualified Engineers on Computer Hardware/Software on all working days (Monday to Friday) from 9.30 a.m. to 6.00 p.m. in Central Information Commission, Baba Gangnath Marg, Munirka, New Delhi – 110067.
2. Bid Price:
- a. The AMC will be for maintenance of Computers, Printers & MFD's installed in CIC, as described in Schedule-I. The bidder may quote rate for items in the format of quotation attached. The Bid price however will include cost of all the items indicated in para 1 above.
 - b. The other terms and conditions will be regulated as per the Terms and Conditions indicated in this tender.
3. Validity of Tender:
- The tender shall remain valid for a period not less than 90 days after the deadline specified for submission of quotations.
4. Evaluation of Tender:
- This office will evaluate and compare the quotations determined to be substantially responsive i.e., which are;
- a) Properly signed, and
 - b) Conform to the terms and conditions and specifications.

The evaluation of the bids would be done for all the items put together.

5. Award of contract:

The Competent Authority will award the contract to the bidder whose quotation has been determined to be as per terms & conditions.

6 Bidders or their authorized representative may visit the office to understand the scope of work during working hours.

7. Sealed quotations are required to be submitted in the prescribed format enclosed with the letter viz. Annexure I (Technical Bid) and Annexure II (Financial Bid). Financial Bids of only those bidders, who have been declared technically qualified will be opened.

8. The tender form along with terms and conditions can be downloaded from Website www.cic.gov.in and may be submitted along with the receipt for price of tender form deposited by Demand Draft of Rs. 200/- (Rupees Two Hundred Only) drawn in favour of PAO, CAT, New Delhi. Price of the tender form is Rs. 200/- (Rupees Two Hundred Only).

9. The quotations alongwith Demand Draft of Rs. 10000/- (Rupees Nine Thousand Only) as Earnest Money in favour of PAO, CAT, New Delhi in a sealed envelope alongwith technical bid and financial bids in separately sealed envelopes together sealed in an envelope super-scribed with the word "Tender for Maintenance Contract for various make of Computers, Printers and MFD's" should be sent to Joint Secretary (M&R), Room No. 511, Central Information Commission, Baba Gangnath Marg, Munirka, New Delhi – 110067 on or before 06.02.2019 by 1430 hrs. The quotations received after closing date will not be entertained. The quotations will be opened on 06.02.2019 at 1530 hrs on the same day. The Tenderer or his authorized representative may like to be present at the time of opening of tender. The Earnest Money will be refunded to the unsuccessful bidder.

Name : (A.K. Gehlot)
Designation: Joint Secretary
Phone: 26183997
e-mail: anil.gehlot@nic.in

For & on behalf of
Central Information Commission

Terms & Condition, Stipulation and Information for the AMC of Computers & its accessories

1. Eligibility Criteria:

1. The bidder should have at least three years experience in Annual Maintenance of computer System, peripherals and accessories.
2. The bidder should have atleast three running contracts with any Govt./Semi Govt. Dept/PSU for total value of not less than Rs. Six Lakhs.
3. The minimum annual turnover for each of the past three years should be minimum Rs. Ten Lakhs in repairs and maintenance of computer systems, peripherals and accessories.
4. The firm should be a legal entity, eligible to enter into contract with the Central Information Commission to provide services.
5. The firm should be registered with GST.
6. The Earnest Money Deposit (EMD) of Rs. 10000/- in the form of Demand Draft, Pay order, F.D.R.s drawn in favour of Pay & Account office, CAT, New Delhi. (Refundable without interest), should accompany the technical bid.

2. Testimonial and records to be furnished

The bidder should enclose the following records duly self certified in support of their quotation.

- a) Satisfactory performance of similar contract.
- b) Copy of three years 'audited balance sheet and profit and loss account.
- c) Copy of Income Tax Registration Certificate/PAN, GST Registration Certificate.

In the absence of any of the aforesaid documents, the bids will not be considered.

3. Terms & Conditions:

- 3.1 The Annual Maintenance Contract includes preventive as well as breakdown maintenance. Schedule for Preventive maintenance will be once in six months for all the system covered in AMC. The firm will submit calls sheet/PM Report to the office of JS/M&R in CIC.
- 3.2 The agency shall depute two well-qualified and minimum three years experienced service engineers in computer maintenance on each working day for attending to the routine maintenance, at Central Information Commission, Baba Gangnath Marg, Munirka, New Delhi – 110067
- 3.3 AMC shall cover replacement of any part necessary for keeping the computer systems active and free from any defects. The replacement of all spares is included in the AMC **except consumable items likes Toner, Cartridge etc.** Also, the faulty Power Adapter, Power cables etc. will be replaced by the firm.
- 3.4 Whether a defective item or components is to be replaced or repaired shall be at the sole discretion of the firm. In case of replacement of a part, the defective part removed from the system will become the property of the firm.
- 3.5 All defective parts shall be replaced with good quality and OEM branded parts by the service provider without any extra charge. The agency shall provide original make genuine parts/components of similar configurations. Used/repared parts of any other brand from any other source are not acceptable.
- 3.6 The Agency shall produce the Cash Memo's/Certificate/Document in proof of providing genuine components to replace the faulty ones on demand.
- 3.7 The company shall ensure to abide by the copy right, intellectual property rights and other laws as applicable for providing any replacements for any components/software. Any violation of any legal requirement by the agency in this regard shall lead to termination of the contract forthwith and forfeiture of Security Deposit.
- 3.8 This contract will be inclusive of Operating system support on all the systems covered under this contract. Any problem related with Operating system maintenance, reloading of Operating system with all device drivers, Operating system upgrade, device drivers, system configuration and network configuration will be attended & rectified by the firm. All required device drivers will be provided by the firm. For Operating system reinstallation, the Commission will provide the Operating system software.
- 3.9 To monitor the maintenance activity and to discuss other related matters, a fortnightly meeting between the Commission and the firm will be held.
- 3.10 Anti-Virus Support/Software will be provided by the Commission.

4. Validity of Contract:

- 4.1 The Contract shall be valid for a period of two year from date of award and may be extended by another year or part at the sole discretion of the Commission. The Commission will have exclusive right to terminate the contract by giving one month's notice.
- 4.2 The company has to give 03 month's advance notice, if they wish to leave the contract before scheduled expiry. Contravention of the same would lead to

forfeiture of Performance guarantee/Security money along with all outstanding dues.

5. Standard of performance and Penalty for failures;

- 5.1 The agency will ensure 95% uptime in respect of desktop PCs & Printers & MFD's. In case of failure to set right the computer within 48 hours penalty will be levied.
- 5.2 The downtime penalty charges, if not rectified within 48 hours, will be as follows;

Sl. No.	Item	Amount (Rs)/day
(i)	Desktop PC	Rs. 300 per PC per day
(ii)	Multi-functional Devices	Rs. 200 per unit per day
(iii)	Laser Printer	Rs. 150 per unit per day

- 5.3 In case of failure of the agency to rectify any of the defects within 7 days, the Commission may get the same rectified at the risk and cost of the agency.
- 5.4 If the agency repeatedly fails to rectify the faults for a period exceeding 7 days, apart from the repairs at their risk and cost, the Commission may terminate the contract of the agency forthwith and may forfeit the security deposit.
- 5.5 The agency shall, in no case, replace any item/component with inferior item and if found doing so, the contract shall stand terminated forthwith and security deposit shall be forfeited.
- 5.6 CIC reserves the right to reject any or all the bids and cancel the tender without assigning any reason.
- 5.7 The calls received centrally, shall be provided daily to the concerned service engineer(s) by the concerned official of the Commission, and shall be attended immediately on receipt of the same.
- 5.8 The firm shall maintain proper service call sheets, which will be duly signed by the engineer and the user of the equipment.

6. Payment Terms:

- 6.1 The comprehensive maintenance charges shall be payable to the service provider in four equal quarterly installations and paid at the end of each quarter of AMC period after deducting penalties.
- 6.2 Any increase or decrease of taxes, duties or prices of components, etc, will not affect the AMC rates during the entire period of AMC.

7. Earnest Money: Rs. 10,000/-(Rupees Nine Thousand only) shall be deposited along with tender in the shape of Bank Draft or Bank Guarantee or F.D.R.s drawn in favour of **Pay & Accounts Officer, CAT, New Delhi**. Tender will not be entertained without Earnest Money.

- 8. Performance Security:** Successful Vendor has to deposit Performance Security equivalent to 5% of total contract value in the form of Bank guarantee at the time of signing the AMC agreement. The validity of performance Security will be 14 months from the date of commencement of A.M.C. The release of Performance Security would be subject to satisfactory completion of contractual obligation.
- 9.** The Head of the Department of the Commission would be the competent authority of Central Information Commission, to certify that they have completed all the works and contractual obligations in full, to the entire satisfaction of this Office.
- 10.** In the event of dispute, the Secretary of the Central Information Commission or his/her nominee shall be the sole arbitrator. All disputes arising shall be resolved before the competent court having jurisdiction/area where the Commission is located.

DECLARATION

I/We have read the above terms and conditions carefully, understood them thoroughly and agree to abide by them.

Place: New Delhi

Date:

Signature(s) of the proprietor/partners
or authorized signatory
(with firm/company seal)

SCHEDULE-I

Status of PC 's, Printers and MFP/MFD's installed in CIC

<u>Items</u>	<u>Number</u>
1. Computers Pentium IV and above (HP, Lenovo, Dell etc.)	180
2. Multi-functional Devices	56
3. Laser Printer	70

Technical Bid

Form 'A' (Experience & Running Contracts)

Sl. No	Name of Organization (With Address and Phone Number)	Experience (For 3 years)		Nature of Experience
		From (Date)	To (Date)	
1				
2				
3				

Form 'B' (Turnover and Profitability)

Sl. No	Financial/Accounting year	Profit	Loss	Annual Turnover (from repairs and maintenance Services)
1	2015-16			
2	2016-17			
3	2017-18			

Annexure II

Financial Bid

Format for Financial Bid for AMC of Computers and peripherals

Sl. No	Item Description	Qty	AMC per unit	AMC for the period	Service Tax	Total AMC (yly)
1	Computers- Pentium 4 & uptodate version (HP, Lenovo, Dell etc.)	180				
2	Multifunctional Device (Fax, Scanner, Printer, Copier) (Of all makes/model)	56				
3	Laser Printers (All makes/model)	70				

Note: The format above is for guidance purpose. Necessary modification can be made if required

Annexure III

PREVENTIVE MAINTENANCE OF COMPUTER DESKTOPS, PRINTERS INSTALLED AT CIC

Registry/Section :
Location/Room No. :
Telephone No. :
Period :
Date :
M/c Type (with S.No) :
M/c Configuration :

(A) System

i) Cleaned-Dust (Y/N) :
FDD/HDD (Y/N) :
CDROM(LENS) (Y/N) :
CPU (M/B etc.) (Y/N) :
ii) Configuration Checked (Y/N) :
iii) OS/Drive Checked (Y/N) :
iv) Network Connectivity OK (Y/N) :
v) Performance OK (Y/N) :

(B) Virus Checked OK (Y/N) :
i) Virus Scanner Used (Y/N) :

General Layout :
Suggestions (If any) :
Remarks :

User

Name :
Designation :
Email-id :
Telephone No. :

Officer In Charge

Name :
Designation :
Email-id :
Telephone No. :

Engineer

Name :
Organization :

Format for Calls Sheet for breakdown maintenance for Computers

ADDRESS:

MONTH & DATE:

Failure Date/Time	Complaint Date/Time	Booking Comp. No.	Attended Date/Time	Repaired Date/Time	Downtime in days	Engr. Name & Sig.	Remarks
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Format of Bank Guarantee (BG) for Performance Security

Guarantee No. _____

Amount of Guarantee Rs. _____

Guarantee cover from (Name of Bank) _____

Last date for lodgment of claim(s) _____

B.G. in No. of pages including this page _____

THIS DEED OF GUARANTEE made this _____ day of _____
by _____ having one of its Branch at
_____ acting through its Manager (hereinafter
called 'The Bank' which expression shall whenever the context so requires include
its successors and permitted assigns) in favour of Central Information Commission,
Baba Gangnath Marg, Munirka, New Delhi - 110067(hereinafter called the CIC)
which expression shall include its successors and assigns.

WHEREAS in accordance with the terms of said contract the contractor has agreed
to furnish an unconditional Bank Guarantee for Rs. _____
(Rupees _____ only) for due performance of this contract
awarded to the contractor.

AND WHEREAS THE BANK at the request of the contractor has agreed to give this
guarantee.

NOW THEREFORE THIS DEED OF GUARANTEE WITNESSETH AS FOLLOWS:

1. We the bank hereby irrevocably guarantee that the contractor will duly comply
with his obligation during the guarantee period in accordance with the said contract
agreement and the general terms and conditions forming part of the work
agreement, failing which the bank undertake to pay CIC on demand and without
demur, such amount or amounts as the bank may be called upon to pay not
exceeding a sum of Rs. _____ (Rupees
_____ only) on invocation of this
guarantee. Any claim made by CIC on us within the sanctioned guarantee amount
shall be final and binding on us.

2. Not with understanding anything contained hereinbefore, the liability of this
bank in respect of this guarantee is restricted to Rs. _____
(Rs. _____ only) and shall remain in
force till

_____ unless an action/claim is made on us in writing
within 120 days from this date i.e. upto _____ all rights
under the said guarantee will be forfeited and we shall be relieved and discharged
from all liabilities hereunder.

IN WITNESS WHEREOF THE BANK HAS SUBSCRIBED AND SET ITS NAME AND
SEAL HERE UNTO.

(Authorized Signatory)

DATE: -

(Signature of the Witness)

Name of Witness

Address of Witness