

TENDER DOCUMENT

Tender for Comprehensive Maintenance Contract for Computer Systems, Peripherals, UPSs and LAN

3-5/2019-MM/TEC Dated 22.07.2019



**Government of India
Ministry of Communications
Department of Telecommunications
TELECOMMUNICATION ENGINEERING CENTRE,
Khurshid Lal Bhawan, Janpath, New Delhi - 110001**

(Visit at www.eprocure.gov.in or www.tec.gov.in)

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SECTION - I NOTICE INVITING TENDER

**Govt. of India
Ministry of Communications & IT
Department of Telecommunications
Telecommunication Engineering Centre
Khurshid Lal Bhawan, Janpath,
New Delhi – 110001**

Tender No. 3-5/2019-MM/TEC
Dated 22.07.2019

Tenders are invited by Advisor, Telecom Engineering Centre (TEC), on behalf of President of India, from Reputed Firms/Companies for Comprehensive Maintenance Contract for Computer Systems, Peripherals, UPSs and LAN at TEC New Delhi.

Approximate cost of Tender	Rs. 4.0 Lakhs
Earnest Money Deposit	Rs. 10,000/-
Date/Time of Publishing of e-Tender	1500 Hrs of 22.07.2019
Document Download Start Date/Time	1500 Hrs of 22.07.2019
Document Download End Date/Time	1500 Hrs of 13.08.2019
Clarification Start Date/Time	1500 Hrs of 22.07.2019
Clarification End Date/Time	1700 Hrs of 29.07.2019
Bid Submission Start Date/Time	1500 Hrs of 01.08.2019
Bid Submission End Date/Time	1500 Hrs of 13.08.2019
Date/Time of opening of Techno-commercial Bid	1500 Hrs of 14.08.2019

The tender document is available on website <http://eprocure.gov.in>. The intending bidders may download the e-tender document from the above mentioned website. The interested bidders may submit the bids online at <https://eprocure.gov.in> in two bids systems {i.e. (i) Techno-commercial Bid and (ii) Financial Bid} in the prescribed proforma. Bids are to be submitted only online through the e-procurement portal <https://eprocure.gov.in/eprocure/app>. All the documents in support of bid are also to be scanned and uploaded along with the tender document. Bid sent by any other mode will not be accepted.

The bidder shall upload the e-bids and submit original Demand Drafts/Banker's Cheque/FD i.r.o. EMD, drawn on any Scheduled Bank in India, in favor of Accounts Officer (Cash) TEC, New Delhi, payable at New Delhi, in Room No 257, Khurshid Lal Bhawan, TEC, before scheduled date & time. E-Bid submitted without EMD in the prescribed formats will not be accepted.

**ADG (MM)
TEC, New Delhi
FAX No.: 011-23725144**

SECTION - II

INSTRUCTIONS TO BIDDERS

1.0 DEFINITIONS:

- a. "The Purchaser" means the Telecommunication Engineering Centre (TEC).
- b. "The e-bidder" means a company or firm who participates in this tender and submits its e-bid. (hereafter e-bidder shall be referred as bidder)
- c. "The Supplier/Contractor" means a company or firm supplying the goods and/or services under the contract.
- d. "The Goods" means all the equipment, measuring instruments, Computer Hardware/ Software and/ or other materials, which the Contractor is required to supply to the Purchaser under the contract.
- e. "The Services" means all the jobs that the Contractor is required to perform under the contract.
- f. "The Advance Purchase Order" means the intention of Purchaser to place the Purchase Order on the successful bidder.
- g. "The Purchase Order" means the order placed by the Purchaser on the Contractor signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The purchase order shall be deemed as "Contract" appearing in the document.
- h. "The Contract Price" means the price payable to the Contractor under the purchase order for the full and proper performance of its contractual obligations.

1.1 REGISTRATION AT E-PROCUREMENT PORTAL:

For participating in bidding through the e-procurement portal, it is necessary for the bidders to be the registered users of the e-procurement portal; <http://eprocure.gov.in>. For Bidders guidance **Bidders Manual Kit** is available at <http://eprocure.gov.in/eprocure/app>.

2.0 ELIGIBLE BIDDERS:

- 2.1 The bidder shall have a minimum turn-over of Rs. 10 Lakhs during each of the last two financial years (FY 2017-18 & 2018-19). The proof for requisite turnover may be in the form of copies of ITR/audited balance sheet and P&L A/c etc. duly countersigned by the Company Secretary/any Partner/Proprietor of the bidder firm, as the case may be.
- 2.2 Bidder should have provided Maintenance services of Computer Systems, Peripherals, UPSs and LAN of a total of Rs. 5 Lakhs in Govt. offices/PSU or other similar organization during last 2 financial years (FY 2017-18 & 2018-19). For this bidder shall submit copy/copies of purchase orders/contracts each of which is not less than Rs. 1 Lakh, for total amount of Rs. 5 Lakhs.
- 2.3 The bidders must have Office and Repair Centre at Delhi/NCR. The bidder shall enclose the documentary evidence regarding this indicating local address and contact numbers of office and repair center at Delhi/NCR.
- 2.4 The bidder should have qualified/trained and experienced Professionals for maintenance of computer hardware/software, LINUX system, LAN, Inter-

Networking of LANs, Wide Area Networks (WAN) and cabling (ARCNET/ETHERNET) similar to that installed at TEC. The bidder shall enclose the list of Professionals employed with him, along with names, qualification and experience of working in Computer & LAN Maintenance.

3.0 COST OF BIDDING:

- 3.1 The bidder shall bear all costs associated with the preparation and submission of the bid. The Purchaser, will in no case, be responsible or liable for any costs, regardless of the conduct or outcome of the bidding process.
- 3.2 The comprehensive maintenance contract shall be for diagnosis of faults, supply of spare parts, repair and preventive maintenance. It shall also cover maintenance of Networking components and cabling hereinafter called Comprehensive Maintenance Contract.
- 3.3 Prospective bidder may inspect the TEC Building, Khurshid Lal Bhawan, Janpath, New Delhi, to get fully acquainted with the scope of work before filling in and submitting his bid. No claim, whatsoever, will be entertained for any alleged ignorance thereof.

4.0 DOCUMENTS COMPRISING THE e-TENDER:

- 4.1 The goods required, bidding procedures and contract terms are prescribed in the Bid Document. The Bid Document includes:
 - a. Notice inviting tender
 - b. Instructions to bidders
 - c. General (commercial) conditions of contract
 - d. Special conditions of contract
 - e. Technical specifications & schedule of requirement
 - f. Profile of bidder
 - g. No near Relative Declaration/Certificate
 - h. Performance security bond form
 - i. Bid Form
- 4.2 Price Schedule shall be filled separately in Financial Bid of the tender, as per the procedure given in Bidders Manual Kit.
- 4.3 The bidder is expected to examine all instructions, forms, terms and specifications in the e-tender document. Failure to furnish all information as per the e- tender document or submission of e-bid not as per the requirement of e-tender document in every respect will be at the bidder's risk and result in rejection of the said e-bid.

5.0 CLARIFICATIONS/AMENDMENTS OF e-TENDER DOCUMENT:

- 5.1 A prospective bidder requiring any clarification on the tender document shall upload its queries on e-procurement portal prior to **1700 HRS OF 29.07.2019**.
- 5.2 Purchaser shall upload the response to such queries, which are received in due time, generally by 7 days prior to the date of opening of the bids.
- 5.3 At any time, prior to the date of submission of bids, Purchaser may, for any reasons whether at its own initiative or in response to a clarification sought by a prospective bidder, modify the e-tender document by amendments.

- 5.4 The amendments/clarifications, if any, which are uploaded on the portal www.eprocure.gov.in, shall form an integral part of the tender document, and shall be binding on all bidders.
- 5.5 It shall be the sole responsibility of the prospective bidder to check the web site <http://eprocure.gov.in> from time to time for any amendment in the e-tender documents. In case of failure to get the amendments, if any the department shall not be responsible for it. Interested bidders are required to keep abreast of latest corrigendum (s) issued by Purchaser till the date of submission of bid.

6.0 DOCUMENTS COMPRISING THE BID AND SEALING/MARKING THEREOF:

The bid prepared by the bidder shall comprise of:

- (1) Techno-commercial bid, and**
- (2) Financial bid**

- 6.1 The all documents to be submitted under the bid must be uploaded in pdf format alongwith scanned copy of Demand Draft/Banker's Cheque/FD for Earnest Money Deposit. However, original Demand Drafts/Banker's Cheque/FD i.r.o. EMD shall be submitted in Room No 257, Khurshid Lal Bhawan, TEC upto 1500 Hrs of 13.08.2019. The purchaser reserves the right to seek actual documents for any uploaded documents during evaluation of the e-bid.
- 6.2 **The Techno-commercial e-bid for 3-5/2019-MM/TEC dated 22.07.2019 should contain:**
- a Scanned copy of Demand Draft/Banker's Cheque from Scheduled Bank of India for the prescribed amount (Rs. 10,000/-) (Rs Ten Thousand only) of earnest money deposit or Latest NSIC certificates and documents, if applicable.
 - b Authorization letter for signing the bid document(s) in the form of Board Resolution/Power of Attorney or letter of authorization duly signed by all partners/proprietor on the letterhead of the firm/company, as applicable.
 - c Attested copy of Certificate of Registration of company/firm, if applicable
 - d Complete Audited financial report as a proof for annual turnover of Rs. 10 Lakhs or more in preceding two financial years (FY 2017-18 & 2018-19) as per Clause no. 2.1 of Section II.
 - e Copy/Copies of Purchase Order/Contract of a total of Rs. 5 Lakhs as proof of supply of Comprehensive Maintenance of Computer Systems, Peripherals, UPSs and LAN during last 2 financial years (FY 2017-18 & 2018-19) as per Clause No. 2.2 of Section II
 - f Certificate confirming satisfactory performance of Maintenance services of Computer Systems, Peripherals, UPSs and LAN from each of the concerned purchaser company as per Clause No. 2.2 of Section II
 - g Documentary evidence regarding establishment of Office and Repair Centre at Delhi/NCR indicating local address and contact numbers.
 - h The list of Professionals along with names, qualification and experience working in the firm/ companies as per Clause No. 2.4 of Section II.

- i List of Partners/directors of the bidder along with Partnership Deed or Article/Memorandum of Association, as applicable.
 - j Copy of PAN card/ GIR card of the organisation
 - k Copy of GST Registration Certificate
 - l Copy of latest submitted GST return
 - m Duly filled and signed Profile of bidder as per Annexure I.
 - n No near relative Certificate/Declaration as per Annexure-II
 - o Duly filled Bid Form as per Annexure IV.
 - p Tender document (consisting of all Sections and Annexures, Subsequent Amendments/Clarifications if any), duly filled and signed by the authorised signatory with the stamp of the bidder.
- 6.3 Price Schedule for tender no. 3-5/2019-MM/TEC dated 22.07.2019 shall be filled separately as given in Financial bid.
- 6.4 The bidder is expected to examine all instructions, forms, terms & conditions and specifications in the Tender Document and amendments/ clarifications, if any, and submit the bid accordingly.
- 6.5 No tender shall be uploaded after 1500 Hrs of 13.08.2019. Only in case the last date of submission of bids is declared as Central Government holiday in Delhi, the original EMD will be accepted up to the next working day till the time the Techno-commercial Bid will be opened on the next working day at the scheduled time.
- 6.6 Tender document, as downloaded, must be submitted without making any additions, alternations. Tender document modified in any manner is liable to be rejected.
- 6.7 The purchaser reserves the right to accept/reject any/all/part of the bids without assigning any reason.
- 6.8 Any bid unaccompanied by EMD, except claiming concessions available to NSIC, in variance with the instructions herein, is liable to be rejected summarily.
- 6.9 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons authorized for signing the bid.
- 6.10 In case of power of Attorney for participation in tender and signing the document(s), on behalf of the Company/ Institution/Body corporate/Firm, same should be executed on the non-judicial stamp paper of appropriate value and as per prevailing guidelines in the respective state(s).

7.0 BID PRICES:

- 7.1 The prices should be quoted only in Indian Rupees as per Price Schedule only. The Unit price after discount, if any and all other components need to be quoted individually.
- 7.2 It is mandatory to quote the rate for all the items mentioned in Price Schedule.

- 7.3 The bidder must quote a definite price for each item/component. In case the prices of any item/component are included in some other item/component, it should be mentioned specifically in the remark column, failing which the bid shall be rejected. However, the Price of that item/component shall be indicated as '0' (Zero) in the relevant column.
- 7.4 The column for quoting "Unit Rate (After discount, if any) In Figures to be entered by the Bidder" should not be left blank. If there is no specific price towards any item/component, the same shall be indicated as '0' (Zero) in the relevant column.
- 7.5 In case any column other than "Unit Rate (After discount, if any) In Figures to be entered by the Bidder" of Price Schedule is left blank the value of that field/column shall be treated as inclusive in the unit price quoted.
- 7.6 In the case of revision of Statutory Levies/Taxes during the finalization period of tender, the purchaser reserves the right to ask for reduction in the prices if there is reduction in any duties or taxes.
- 7.7 Rates only for requisite items should be quoted against each item.
- 7.8 A bid submitted with an adjustable or variable price will not be accepted.
- 7.9 The price approved by the purchaser for the work will be inclusive of all levies and taxes i.e., GST, Duty, packing, forwarding, freight and insurance etc., for delivery upto the Consignee. Increase in GST rates decided time to time by Government shall be paid to the Contractor on production of document whereas decrease in GST rates decided, time to time by Government shall be adjusted in favour of purchaser.

8.0 EARNEST MONEY DEPOSIT (BID SECURITY):

8.1 FURNISHING OF EMD

- 8.1.1 Earnest Money Deposit (refundable) of Rs. 10,000/- (**Rupees Ten Thousand only**) is to be furnished with the bid by way of demand draft, banker's cheque, pay order, or Bank Guarantee valid for at least 225 days, from the date of opening of bids, from any scheduled bank in India, drawn in favour of AO (Cash), TEC, payable at New Delhi. Any other amount of money lying with the purchaser cannot be adjusted against this head. Failure to furnish Earnest Money Deposit shall result in summarily rejection of the bid.
- 8.1.2 The bidder registered with National Small Scale Industries Corporation (NSIC) for the tendered item under single point registration scheme and desirous of claiming concessions available to such units inclusive of Earnest Money Deposit, should submit their latest and valid NSIC certificate and documents in respect of their monetary limit and financial capability duly certified by NSIC.

8.2 FORFEITURE OF EMD

The EMD shall stand forfeited if

- a. The bidder withdraws its offer before initial bid validity.
- b. The successful bidder, whose tender is accepted, fails or refuses to furnish the security deposit amount within the stipulated time, or fails or refuses to execute the contract.
- c. It is established that near-relatives of bidder is working in the units of DoT, as detailed in this document.
- d. In case it is found that tender document submitted by the bidder has been altered by way of tampering or doctoring.

In the above cases, the bidder will also not be eligible to participate in the tender for same item for one year from the date of any of the above events.

8.3 REFUND/RELEASE OF EMD

- 8.3.1 No interest would be payable for any period on EMD or on any other amount lying with the purchaser.
- 8.3.2 The EMD will be refunded / released only after finalisation of tender, and on receipt of written request from the unsuccessful bidders.
- 8.3.3 The EMD of the successful bidder will be refunded /released only after the receipt of the prescribed Performance Security Deposit/Bank Guarantee.

9.0 PERIOD OF VALIDITY OF BIDS:

- 9.1 The prices quoted in the bid shall remain valid for acceptance by the purchaser for a period of 180 days from the date of opening of bids. A bid valid for a shorter period shall be rejected by the purchaser as non-responsive.
- 9.2 In case the Purchaser requests, in writing, the bidders to extend the period of validity of their bids, they may confirm the extension of the validity of their bids in writing, unconditionally. In such a case, the validity of the FD, if furnished, should also be extended suitably. A bidder may refuse the request without forfeiting its Earnest Money Deposit. A bidder accepting the request and granting extension will not be permitted to modify its bid.

10.0 SUBMISSION OF BIDS:

- 10.1 The bidders shall upload their bids online at e-procurement portal, in response to the e-tender published by the department. Bid submission can be done from 1500 Hrs of 01.08.2019 till the last date of receipt of e-bids, as mentioned in the schedule in NIT (Section-I). **Original Demand Drafts/Banker's Cheque/FD for EMD must be received by the Purchaser at the address Assistant Director General (MM), Room No. 257, TEC, Khurshid Lal Bhawan, Janpath, New Delhi not later than the prescribed time on due date (1500 Hrs of 13.08.2019).** In case, the last date of submission of bids is declared as central government holiday in Delhi, the original EMD will be accepted up to the next working day till the time the Techno-commercial Bid will be opened on the next working day at the scheduled time.
- 10.2 The bidders should start the bid submission process well in advance so that they can submit their e-bid in time. The bidder should submit their e-bid considering the server time displayed in the e-procurement website. This server time is the time by which the e-bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the e-tender schedule.
- 10.3 Once the e-bid submission date and time is over, the bidders cannot submit their e-bid.
- 10.4 The Purchaser shall not be responsible for delay in submission of e-bid due to any reasons. No other mode of submitting the bid except the online method should be entertained
- 10.5 The Purchaser shall not be responsible if the bids are uploaded in any other portal than the one specified.

- 10.6 The Purchaser may, at its discretion extend this deadline for the submission of the bids by amending the tender document in accordance with Clause 5 of Section II in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 10.7 Not more than one bid shall be permitted from a single bidder otherwise all the bids submitted by such bidder shall be summarily rejected.

11.0 LATE BID:

The server time indicated in the bid management window on the e-procurement website <http://eprocure.gov.in> will be the time by which the e-bid submission activity will be allowed till the permissible date and time scheduled in the e-tender. Once the e-bid submission date and time is over, the bidder cannot upload the e-bid.

12.0 MODIFICATION AND WITHDRAWAL OF BIDS:

The bidder may modify, withdraw or re-submit its e-bid online only, before the bid submission date and time as per provisions available in CPP Portal.

13.0 OPENING OF BIDS:

- 13.1 A two stage process shall be adopted in the evaluation of the bids. The purchaser shall open Techno-commercial bids online and check the Techno-commercial bids proposal online.
- 13.2 Bidder(s) may check portal for status of tender opening, online.
- 13.3 The date fixed for opening of bids, if subsequently declared as central government holiday in Delhi, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened in the next working day at the same time.

14.0 CLARIFICATION OF BIDS BY THE PURCHASER:

To assist in the examination, evaluation and comparison of bids, the purchaser may, at its discretion, seek clarification/document(s) of its bid from the bidder. Only the information furnished, by the bidder, shall be considered in future evaluation. However, no post-bid clarification at the initiative of any bidder shall be entertained.

15.0 TECHNO-COMMERCIAL BID EVALUATION:

- 15.1 The bids will be evaluated Techno-commercially to determine whether they are complete, whether documents have been properly submitted, and whether bids are generally in order and qualify for opening and evaluation of financial bid.
- 15.2 Bid shall be considered substantially responsive if it conforms to the terms and conditions of the tender document without any material deviation.
- 15.3 The purchaser or his authorized representatives shall have the right to inspect the works, offices, showrooms, service centres etc. of the bidder, for verification of facts furnished by the bidder in support of his bid documents, and the bidder is bound to answer any query made by the purchaser.

- 15.4 During the preliminary examination, some minor infirmity and/or irregularity and/or nonconformity may also be found in some bids. Such minor issues could be a missing pages/attachment or illegibility in a submitted document. Such minor issues may be waived provided they do not constitute any material deviation. Wherever necessary, observations on such 'minor' issues (as mentioned above) may be conveyed to the bidder by CPP Portal/registered letter/speed post, and so on, asking him to respond by a specified date also mentioning therein that, if the bidder does not conform to purchaser's view or respond by that specified date, his bid will be liable to be rejected.
- 15.5 During evaluation of bids, the purchaser may, at his discretion, ask the bidder for clarifications on the bid. The request for clarification shall be given in writing through CPP Portal/registered/speed post, asking the bidder to respond by a specified date, and if the bidder does not comply or respond by the date, his bid will be liable to be rejected. The shortfall information/documents shall be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then. These shall be called only on basis of the recommendations of the Tender Evaluation Committee. So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents shall be asked for and considered.

16.0 FINANCIAL BID OPENING/FINANCIAL EVALUATIONS AND COMPARISON OF BIDS:

- 16.1 The purchaser shall shortlist only those bidders who are eligible and have submitted substantially techno-commercially responsive bid for opening of financial bid. Successful bidders would be intimated through CPP portal regarding opening of financial bids. The Financial Bids of techno-commercially unsuccessful bidders would not be opened.
- 16.2 Prices quoted in the Price Schedule only will be considered for evaluation.
- 16.3 The evaluation and comparison of responsive bids shall be done on the basis of quoted price of all tendered items including all taxes, levies, duties etc., as indicated in the Price Schedule.
- 16.4 For the purpose of determination of lowest (L-1) bidder, price comparison will be done considering the Total Price of all the items as per the price schedule.
- 16.5 The purchaser may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

17.0 CONTACTING THE PURCHASER:

- 17.1 No bidder shall try to influence the purchaser on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.
- 17.2 Any effort by a bidder to influence the purchaser in the purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid of that bidder.

18.0 PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

The purchaser 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 affected bidder or bidders on the grounds for the purchaser's action.

19.0 PLACEMENT OF ORDER:

- 19.1 The purchaser shall consider placement of orders for Comprehensive Maintenance Contract for Computer Systems, Peripherals, UPSs and LAN on the bidder whose offer has been found techno-commercially and financially acceptable. The tender will be awarded to the lowest (L-1) bidder.
- 19.2 The purchaser shall place an Advance Purchase Order of the tendered quantity on the bidder whose offer has been accepted. The issue of an Advance Purchase Order shall constitute the intention of the purchaser to enter into the contract with the bidder. The bidder shall, within the stipulated time, furnish performance security in conformity with the terms and conditions, in the form of a demand draft or bank guarantee as per the proforma enclosed at Annexure III, from any scheduled bank in India.
- 19.3 Failure to furnish performance security within the stipulated time may result in cancellation of Advance Purchase Order along with forfeiture of the EMD. In such an event purchaser may award the contract to any other responsive bidder or call for new bids at its discretion.
- 19.4 Purchase Order will be placed only after acceptance of the performance security submitted by the bidder.
- 19.5 The issue of Purchase Order shall constitute the Award of Contract on the bidder.

20.0 PURCHASER'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD:

- 20.1 Purchaser will have the right to increase the quantity up to 25% of the quantity of goods/services specified in the schedule of requirements without any change in the unit price of the ordered quantities or other terms and conditions at the time of award at any phase of the Purchase Order.
- 20.2 The purchaser reserves the right to short close the tender at any other quantity.

21.0 DISQUALIFICATION OF BIDDER:

- 21.1 Purchaser reserves the right to disqualify the bidder for a period as deemed fit to the purchaser who have habitually failed to supply the equipment in time. Further, the suppliers whose equipment does not perform satisfactorily in accordance with the specifications may also be disqualified for a period as deemed fit to the purchaser.
- 21.2 Purchaser reserves the right to blacklist a bidder for a period as deemed fit to the purchaser, in case bidder fails to honour his bid without sufficient grounds.

- 21.3 The bidder should give a certificate that none of his/her near relative is working in the units where he/she is going to apply for the tender, as per Annexure-V. None of the near relative of proprietor OR all partners of partnership OR all the Directors of the company excluding Government of India/Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state should be working in the unit where the tender is being applied. The near relatives for this purpose are defined as: -
- a. Members of a Hindu undivided family.
 - b. They are husband and wife.
 - c. The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).
- 21.4 Due to any breach of conditions as mentioned in clause 23.2 and 23.3 by the company or firm or any other person the bid will be cancelled and Earnest Money Deposit will be forfeited at any stage whenever it is noticed and purchaser will not pay any damage to the company or firm or the concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.

SECTION - III

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1.0 APPLICATION:

The General Conditions shall apply in contracts made by the purchaser for Comprehensive Maintenance Contract for Computer Systems, Peripherals, UPSs and LAN.

2.0 STANDARDS:

The Goods supplied under this contract shall conform to the standards prescribed in the Technical Specifications mentioned in Section-V & Special conditions mentioned in Section IV.

3.0 PATENT RIGHTS:

The Contractor shall indemnify the purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the goods or any part thereof in Indian Telecom Network & TEC Laboratory.

4.0 PERFORMANCE SECURITY:

- 4.1 The Contractor shall furnish performance security to the purchaser for an amount equal to 10% of the contract value for the goods as prescribed in Advance Purchase Order within 15 days of issue of the Advance Purchase Order.
- 4.2 The proceeds of the performance security shall be payable to the purchaser as compensation for non-compliance or any loss resulting on account of the Contractor's failure to complete its obligations under the contract.
- 4.3 The performance security may be submitted in the form of demand draft in favour of AO (Cash), TEC, or in the form of a Performance Bank Guarantee (PBG) issued by a scheduled bank and in the proforma provided in 'Annexure-III' of this tender document.
- 4.4 The Performance Bank Guarantee (PBG) shall be valid for at least 15 Months from the date of Advance Purchase Order. The PBG shall be renewed from time-to-time till all the liabilities of the supply of goods and services are resolved by the Contractor.
- 4.5 In case, any amount of Liquidated Damages (L/D) is recovered from PBG, the Contractor shall replenish the PBG to original value within 30 days of recovery.
- 4.6 The purchaser will discharge the performance security bond, deducting the pending dues, liquidated damages, if any, after completion of the Contractor's performance obligations including warranty obligations under the contract.
- 4.7 No interest shall be paid on the security deposit amount.

5.0 INSPECTION:

- 5.1. The purchaser or his representative shall have the right to inspect the office premises/repair centre/workshop.
- 5.2. The purchaser or his representative shall have the right to inspect the goods for their conformity to the specifications, before replacement of any part during comprehensive maintenance.
- 5.3. Should any inspected goods fail to conform to the specifications, the purchaser may reject them and the Contractor shall either replace the rejected goods or make all alterations necessary to meet specification requirements, at Contractor's cost.
- 5.4. Nothing in Clause 5 as above shall in any way release the Contractor from any warranty or other obligations under this contract.

6.0 DELIVERY:

- 6.1 Delivery of the services & material shall be made by the Contractor in accordance with the Schedule of Requirements (SOR) and the Special Conditions of the contract.
- 6.2 The delivery of the material/services should be strictly as per the schedule.
- 6.3 The Purchaser reserves the right to cancel/change the Purchase Order, before delivery of material/services, at any time, as per requirement.

7.0 PAYMENT TERMS:

- 7.0 Maintenance charges shall be invoiced on quarterly basis along with the satisfactory performance certificate from the users.
- 7.1 Quantity of items as listed in Section V may vary. Payment shall be made to the Contractor for the number of items actually maintained by the Contractor during each quarter. In case there is increase/decrease in the number of items of any hardware / peripherals, payment will be made on actual basis at the accepted rates.
- 7.2 No payment shall be made for the material rejected at site, on testing.

8.0 PRICES:

- 8.1 The accepted prices shall remain valid and operative during currency of the contract.
- 8.2 Prices charged by the Contractor for the services performed under the contract shall not be higher than the prices quoted by the Contractor in his Bid.
- 8.3 Prices for services once fixed will remain valid for the currency of the contract. However, increase/decrease only in the rates of statutory levies/taxes by the Government, during the original delivery period will be allowed.
- 8.4 In the case of revision of Statutory Levies/Taxes during the finalization period of tender, the Purchaser reserves the right to ask for reduction in the prices if there is reduction in any duties or taxes.

9.0 SUBCONTRACTS:

No subcontracts are permitted.

10.0 DELAYS IN THE CONTRACTOR'S PERFORMANCE:

- 10.1 Delivery of the Goods and performance of the services shall be made by the Contractor in accordance with the time schedule specified by the purchaser in its purchase order. In case the supply is not completed in the stipulated delivery period as indicated in the Purchase Order, or services are not as per tender specifications, purchaser reserves the right to short close/cancel this purchase order and/or recover liquidated damage charges. The cancellation/short closing of the order shall be at the risk and responsibility of the Contractor and purchaser reserves the right to purchase balance unsupplied item at the risk and cost of the defaulting Contractor.
- 10.2 Delay by the Contractor in the performance of its delivery shall render the Contractor liable to any or all of the following sanctions, viz., imposition of liquidated damages, forfeiture of its performance security and/or termination of the contract for default.

11.0 LIQUIDATED DAMAGES:

- 11.1. If the Contractor fails to make the system working by any of the two options mentioned in Clause no. 2.2.6 of Section IV, liquidated damages @ 2% of the Annual Rates approved for comprehensive maintenance of that particular item will be levied for each day or part thereof beyond the time prescribed for satisfactory restoration for the pending complaint, subject to a maximum liquidated damages of 10% of the Annual Rates approved for comprehensive maintenance of that particular item, on each occasion.
- 11.2. Above mention LD will be levied for each day or part thereof beyond the time prescribed for satisfactory restoration for the pending complaint, subject to a maximum liquidated damages for 10 days.
- 11.3. In case, the Contractor does not restore the system upto the period of maximum liquidated damages or refuse to restore, the Purchaser may proceed to get restored from any other source at the Contractor's risk and expenses. In this case liquidated damages will also be recovered from the Contractor's Bills/PBG, in addition to the amount paid by the purchaser for restoration of the system, and shall render the Contractor liable to any or all of the following sanctions viz; forfeiture of its performance security, imposition of liquidated damages and/or termination of the contract.
- 11.4. In case of non-execution of Preventive Maintenance of any item/items, liquidated damages @ 10% of the Annual Rates approved for comprehensive maintenance of that particular item/items will be levied in each quarter.
- 11.5. Quantum of liquidated damages assessed and levied by the purchaser shall be final and shall not be challengeable by the Contractor.
- 11.6. Liquidated Damages (L/D) shall be recovered from the Contractor's Bills/PBG. In such a case the Contractor shall replenish the PBG to original value within 30 days of recovery. The Performance Bank Guarantee shall be renewed from time-to-time till all the liabilities under the contract are resolved by the Contractor, or till 3 months beyond the expiry of AMC period, whichever is later.
- 11.7. The payment of LD shall not in any way relieve the Contractor from any of it's obligation/ liabilities to make supplies of services/ material under the contract.

12.0 FORCE MAJEURE:

- 12.1 If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.
- 12.2 Provided, also that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the Contractor at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture which may be in possession of the Contractor at the time of such termination or such portion thereof as the purchaser may deem fit, except such materials, bought out components and stores as the Contractor may with the concurrence of the purchaser elect to retain.

13.0 TERMINATION FOR DEFAULT:

- 13.1. The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Contractor, terminate this contract in whole or in part, if the Contractor
- a. fails to deliver any or all of the goods or services within the time period(s) specified in the contract, or any extension thereof granted by the purchaser;
 - b. services remain perpetually unsatisfactory;
 - c. fails/delays to perform any other obligation(s) under the Contract; and
 - d. in either of the above circumstances, does not remedy his failure within a period of 10 days (or such longer period as the purchaser may authorize in writing) after receipt of the default notice from the purchaser.
- 13.2. In the event the purchaser terminates the contract in whole or in part pursuant to Clause 13.1 the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods/services similar to those undelivered and the Contractor shall be liable to the Purchaser for any excess cost for such similar goods. However, the Contractor shall continue the performance of the contract to the extent not terminated.
- 13.3. The purchaser reserves the right to ban a Contractor to quote in further tender enquiries for a specified period, in case he fails to honour his bid/contractual obligations, without sufficient and reasonable grounds.

14.0 TERMINATION FOR INSOLVENCY:

The purchaser may at any time terminate the Contract by giving written notice to the Contractor, without compensation to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

15.0 ARBITRATION:

- 15.1 In the event of any dispute or difference arising as to the execution of the contract or as to the respective rights or liabilities of the parties or the interpretation of any condition of agreement (except as to any matters the decision of which is specially provided for any by those or the special conditions) the same shall be referred to the sole arbitration of Sr. DDG, TEC, New Delhi or of his nominee. If the post of Sr. DDG, TEC is vacant, a higher authority or his nominee will act as Sole Arbitrator. The award of the arbitrator shall be final and binding on the parties to the agreement.
- 15.2 The arbitrator may from time to time with the consent of the parties to the agreement enlarge the time for making the award.
- 15.3 Upon every such reference, the assessment of the cost incidental to the reference and award respectively shall be the discretion of the arbitrator.
- 15.4 The agreement to appoint an arbitrator will be in accordance with the Arbitration and conciliation Act. 1996.
- 15.5 In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever another person shall be appointed to act as arbitrator by Department of Telecom in accordance with terms of agreement and person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.
- 15.6 The venue of arbitration shall be New Delhi the place from which the acceptance note is issued or such other places, as the Sr. DDG, TEC at his discretion may determine. In this clause, the terms Sr. DDG, TEC includes any other officer who is for the time being discharging the duties of Sr. DDG, TEC, whether in addition to other functions or otherwise.

16.0 SET OFF:

Any sum of money payable to the Contractor (including security deposit refundable to him) under this contract may be appropriated by the purchaser or the purchaser or any other person or persons contracting through the purchaser and set off the same against any claim of the purchaser or purchaser or such other person or persons for payment of sum of money arising out of this contract or under any other contract made by the Contractor with purchaser of the purchaser or such other person or persons contracting through the purchaser.

17.0 COURT JURISDICTION:

This Contract/PO is subject to jurisdiction of the competent Courts at New Delhi only.

18.0 CURRENCY OF CONTRACT:

The contract shall be valid for a period of 1 Year from date of award of contract. However, it may be extended for further period, up to one year if agreed mutually by the Contractor and purchaser, on the same terms and conditions.

19.0 PAYMENT METHOD:

- 19.1 Payment shall be made to the Contractor electronically or through cheque for which a Contractor shall provide the necessary details of his bank account.
- 19.2 Applicable taxes shall be deducted at source at the time of payment to the Contractor, in accordance with the provisions of the relevant applicable Acts.

20.0 PAYING AUTHORITY:

Sr DDG/Advisor (TEC), shall be the paying authority and A.O. (Cash), Telecommunication Engineering Centre, Gate No. 5, Khurshid Lal Bhavan, Janpath, New Delhi will be the disbursing authority.

21.0 Reporting/Controlling Officer:

ADG (IT), TEC, New Delhi ADG (IT), TEC New Delhi or the authority designated by the purchaser shall be the Reporting/Controlling Officer for this tender.

SECTION - IV

SPECIAL CONDITIONS OF CONTRACT

1.0 The special conditions of contract shall supplement the 'Instructions to the Bidders' as contained in Section II & "General (Commercial) Conditions of the Contract" as contained in Section III and wherever there is a conflict, the provisions herein shall prevail over those in Section II and Section III. If there is any discrepancy in NIT published in newspapers and eligibility, terms & conditions stipulated in tender document, provision in the tender documents will prevail.

For interpretation of any condition of this tender document, the decision of Purchaser shall be final and binding on the Bidder.

2.0 SERVICE:

2.1 Broad scope of work:

2.1.1 The Contractor shall undertake to provide Comprehensive Maintenance of Computer Systems, Peripherals, UPSs and LAN at TEC office including the installation and configuration of Anti-Virus Software for server and the clients computers.

2.1.2 Comprehensive Maintenance Contract for Computer Systems, Peripherals, UPSs and LAN includes:

- a. **Preventive maintenance** including checking and cleaning of different sub-systems i.e Motherboard, Ports, Drives, and Keyboards, checking for and cleaning of viruses, Defragmentation of Hard Disk etc.
- b. **'On call' corrective & remedial maintenance** services of hardware, software, networking removal of faults including functional disorders such as viruses, etc.
- c. **Replacement of defective hardware parts (including Hard Disk), LAN Cables, Fibre and Connectors at Contractor's cost, except broken/burnt parts.**

2.2 Preventive Maintenance Procedure:

2.2.1 Preventive Maintenance Procedure prescribed herein shall apply to the Computer Systems, Peripherals, UPSs and LAN etc. working in TEC.

2.2.2 Preventive maintenance activity shall be carried out on quarterly basis.

2.2.3 Preventive maintenance includes checking and cleaning of different sub-systems i.e Motherboard, Ports, Drives, and Keyboards by the blower/brush etc., checking for and cleaning of viruses, Defragmentation of Hard Disk etc.

2.2.4 General cleaning & other preventive maintenance activities which does not affect the warranty of the systems, shall also be carried out for other Computer Systems, Peripherals, UPSs and LAN etc. available in TEC during the period of contract.

2.2.5 Cleaning material and the equipment viz; vacuum cleaner blower, brush etc. required for preventive maintenance shall be arranged by the Contractor, at its cost.

2.2.6 On execution of quarterly preventive maintenance, the Resident Professional shall take a certificate from the user and submit a copy of it

to Reporting/Controlling Officer. An entry in this regard will also be made in the Log book.

- 2.2.7 Detailed procedure for carrying out preventive maintenance activities and reporting/verification thereof shall be worked out after award of contract. The Contractor shall submit proposal in this regard to the purchaser within 5 working days of award of contract. The procedure will be finalized in consultation with the Contractor and the decision of the purchaser will be final in this regard. In case of any confusion about the scope of work, decision of TEC would be final.

2.3 Corrective Maintenance Procedure:

- 2.3.1 The Contractor shall provide maintenance services from 8:30 AM to 6:00 PM, Monday to Friday excepting holidays through at least **One Resident Professional having at least 2 Year experience in computer/LAN maintenance.** Resident professional will be available in TEC building to attend the faults during above mentioned period. However, in case of urgent requirement Resident Professional may be called on late after office hours/holidays/Saturday/Sunday. Before deploying professional in TEC, requisite qualification and experience details shall be submitted to TEC and approval obtained by the Contractor.
- 2.3.2 He shall report to the designated officer from TEC office every day at 08:30 AM.
- 2.3.3 The resident professional shall ensure internet connectivity for all the computers in the TEC building and can contact ADG IT for technical issues related to internet connectivity. By 08:30 AM, the internet connectivity for the Bio-metric instruments in the ground floor shall be ensured by him. In case of any problem he may need to reset the instruments and examine for the smooth functioning of the instruments.
- 2.3.4 The purchaser/user shall book complaint in the complaint register or on Mobile number of the Resident Professional. For this, Contractor will intimate the contact numbers of Resident Professional to the purchaser. These number should be responded from 8:30 AM to 6:00 PM. The Contractor shall have to attend the complaint immediately.
- 2.3.5 The purchaser/user may book fault, with the Contractor on a given e-mail address which will be taken as fault docket. Hard copies of the e-mails will be used as documentary proof of fault having been booked for the purposes of calculation of outage etc. For the purpose of calculation of outage, Sundays and national holidays shall not be counted.
- 2.3.6 On receipt of the complaint by e-mail or by phone, the Resident Professional shall register the call in the log book, generate Complaint docket/Call report having machine number and allotted complaint number.
- 2.3.7 A Complaint register/Log Book shall also be maintained by the Resident Professional, indicating the Date & Time of booking the complaint, complaint number, Date & Time of clearance of fault, down time, nature of fault and parts replaced, if any.
- 2.3.8 Proforma for Complaint docket/Call report and detailed procedures for fault booking/issue of docket, maintenance of Item wise history sheet/ log book etc. shall be worked out after award of contract. The Contractor shall submit proposal in this regard to the purchaser within 5 working

days of award of contract. The procedure will be finalized in consultation with the Contractor and the decision of the purchaser will be final in this regard.

- 2.3.9 **All faults booked in the forenoon on any working day will have to be rectified the same day. Faults booked in the afternoon will have to be attended latest by next working day. In case the Contractor fails to rectify the fault within the above time frame, the Contractor has to provide a standby identical system on the next working day before 11.00 AM and take parallel action for repairing.**
- 2.3.10 After attending the complaint, Complaint docket/Call report duly signed by the Resident Professional and user will be supplied to Reporting/Controlling Officer and accordingly entry will be made in the Complaint register/Log book.
- 2.3.11 During the course of attending 'On call Service' of during the 'Regular Maintenance Service' the Contractor noticing requirement or any spare parts shall replace such parts & clear the faults at the site of equipment.
- 2.3.12 If for some reasons Computers, Printers etc. requires to be taken to the workshop for repair, necessary standby working Computers, Printers etc. will be provided by the Contractor. All the expenses for transportation of faulty unit to and fro and movement of maintenance person etc. shall be borne by the Contractor.
- 2.3.13 Antivirus procurement would not be the responsibility of the contractor but preventing virus attacks and checking systems after such attacks would be their responsibility. The vendor shall also require to check optimum bandwidth utilization, collusion, data loss over the network, if any. Point of concern notice by them along with explanatory note should be submitted to IT division of TEC.
- 2.3.14 The faulty LAN cable/Fibre shall be replaced by the contractor. The tools required for detecting and correcting LAN cable/Fibre faults shall also be maintained by the contractor.
- 2.3.15 Resident professional shall ensure the installation and configuration of the antivirus software on server & all the client computers. He shall also ensure the continuous updation of the software during the contract period.
- 2.3.16 The servers, switches, UPS and STM-1 CPE, routers in the server room, UPS room and the switches in the corridors shall be cleaned with vacuum cleaner every fortnight (2nd week and forth week of every month – preferably on Monday).
- 2.3.17 Every day at 08:30 AM in the morning, the ping connectivity to all the network elements and BSNL NIB router/MTNL NICNET shall be verified by the resident professional for verifying the internet connectivity and it should be reported to ADG (IT).
- 2.3.18 In case of any failure a complaint is to be lodged with BSNL/CDOT/MTNL division and pursue the same with the respective organisations for resolution of the problem. For the purpose, the resident professional may be required to go to the respective offices of BSNL/CDOT/MTNL etc.

- 2.3.19 In case of failure in server/computer hardware etc. which are under warranty, the contractor shall pursue with the hardware supplier/OEM and ensure the problem resolution.
- 2.3.20 The installation and configuration of Operating system in server and computer systems is to be done by the resident professional in case of OS failure.
- 2.3.21 The battery terminal voltage of each cell shall be measured by the resident professional every week and recorded in the battery voltage measurement book. The register shall be provided by the contractor. The variations if any in the cells shall be identified and the sick cells shall be reported immediately.
- 2.3.22 The resident professional shall maintain the tagging and uniquely identify the LAN cables terminated on switches and rooms of all floors.
- 2.3.23 The resident professional shall maintain the database of user of computer system, MAC ID of computer, allotted computer IP addresses, switch at every floor, Switch port id and update once in every month. A report in this regard shall be submitted to the IT division for ensuring LAN and internet connectivity.
- 2.3.24 Installation/shifting of systems in the officer's rooms/labs.
- 2.3.25 Once in a month, the Resident Professional shall obtain the satisfactory certificate from all the computer users and submit to designated officer of TEC for payment purpose. In the absence of such satisfactory certificate from all the users, no payment shall be done to the contractor.

3.0 GOODS:

The Contractor shall use spares of same make & same/better specification to restore the system. In case of non-availability of same make spare, comparable quality spares must be used with prior permission of Purchaser. Necessary and sufficient spares have to be kept ready by the Contractor at TEC for immediate replacement. Inventory of these spares should be open for inspection by authorized officer of Purchaser.

In case, LAN Cable goes faulty, the same will be replaced by CAT6 Ethernet Cable by the Contractor, at its cost.

4.0 INSPECTION:

Authority designated by the purchaser can inspect the performance of the Contractor any time. It will include ensuring type of material being used for execution of job, execution of work, general upkeep, neatness, cleanliness and other assigned work. In case of deviation, instructions issued by purchaser/designated authority shall be binding on the Contractor.

5.0 OTHER CONDITIONS

- 5.1 The quality of goods & services should strictly be as per specification mentioned at Section-V and in Clause no. 2 & 3 above.

- 5.2 Quality checking will be done by the Reporting/Controlling/Designated Officer. No payment shall be made for the goods or services rejected due to deficient quality.
- 5.3 All the systems are to be taken over for maintenance by the Contractor 'as is where basis'. The Contractor may inspect and bring to Purchaser's notice the faulty units which the Contractor is not in position to take over for maintenance without repair. If no such list/information is given within next five working days from the date of award of contract, it will be treated as if all the machines have been taken over for maintenance.
- 5.4 In case of any repair required in any machine, the Contractor may submit a detailed estimate for approval of the competent authority within a period of one week from the date of award of contract. These systems shall be handed over to the Contractor only after getting them repaired and the date of taken over for these systems will be considered on the basis of actual handing over of the system and payment will be made accordingly.
- 5.5 For the purpose of accounting faults under the scope of AMC only those faults shall be excluded where the item is found to be externally broken or burnt and the same is visible with naked eyes. Rates for repair in such cases shall be finalized on case to case basis. In such cases, no AMC charges shall be payable for the period the item remains non-functional.
- 5.6 If any plastic part is broken during repair it is the bidder's responsibility to replace. If it is before the repair appropriate entries are to be made in complaint receipt duly signed by the user and entered in complaint register for taking necessary action for repair of the same.
- 5.7 If any equipment becomes unserviceable and beyond repair or is shifted out of Delhi during the currency of AMC, then a proportionate amount will be reduced from the AMC charges for the remaining period of AMC.
- 5.8 All the responsibilities of getting support from third parties for spare/services shall be with the Contractor. Purchaser shall not have any obligation to contact such third parties.
- 5.9 After expiry of the contract all the machines are to be handed over to Purchaser within five working days of expiry of contract in full working condition and a certificate to effect is required to be obtained by the vendor from concerned Officer in charge of the maintenance and to produce along with the final claim of AMC charges.
- 5.10 The Contractor shall also provide his contact phone number to the purchaser which should be responded 24*7, so that he may be approached in case of any requirement.
- 5.11 The tender can be extended for further period of one year on the basis of performance if decided by Purchaser on giving a notice of one week before expiry of contract on same terms and conditions. In case the Contractor is unwilling to undertake AMC of another one year, then he shall have to perform AMC for a further period three months to enable Purchaser to process AMC with another party. If the Contractor fails to accept, then Purchaser will get maintenance done from elsewhere and deduct the extra cost incurred on his account from the Contractor.
- 5.12 The personnel deployed by the Contractor for the job shall be medically fit and possess good conduct and be amenable to discipline.

- 5.13 On repeated defaults, the contract is liable to be cancelled at the risk and cost of the Contractor.
- 5.14 No hindrance shall be caused by the Contractor or his workforce to the purchaser's staff/work.
- 5.15 All employees of the Contractor shall be employees of the Contractor and shall remain so. Purchaser will not have any liability to absorb them at any point of time, nor can the employees of Contractor claim any right for employment in TEC.
- 5.16 Payment of all kinds of Government taxes or duties will be the liability of the Contractor.
- 5.17 The Contractor shall abide with all local/municipal/state/central laws and regulations.
- 5.18 Any liability under any Act or Statute shall be of the Contractor and under no circumstances shall purchaser assume responsibility.
- 5.19 If any of the persons engaged by the Contractor is not working satisfactorily or misbehaves with any of the officials of the purchaser, the Contractor shall replace him immediately. In case the purchaser feels that the working/conduct of any of Contractor's employees is detrimental to the interests of the purchaser, it shall have unqualified right to request for the removal of such employee for incompetence, unreliability, misbehavior, security reasons, etc., while on or off the job. The Contractor shall comply with any such request to remove such personnel at his own expense unconditionally. The Contractor will be allowed a maximum of two working days to replace the person by competent qualified person.
- 5.20 The Contractor shall submit a letter mentioning the details of the Resident Professional alongwith their relevant certificates deployed in TEC under this contract, to Reporting/Controlling Officer.
- 5.21 The Contractor shall provide necessary insurance coverage to his workmen, keeping in view the scope of work and material to be handled by them, so as to indemnify the purchaser for any act from Contractor's workmen in case of any accident, or mishap, including death. The insurance cost of personnel working for the Contractor at the site, shall be borne by the Contractor.

SECTION - V

TECHNICAL SPECIFICATIONS & SCHEDULE OF REQUIREMENT

1.0 ITEM DETAILS:

S.No	Item / make and model	Year of Purchase	Detailed Quantity	Total Quantity	
1	Desktop Computer	Lenovo (Think Centre)	2010	7	100
		HP- ELITE-8100	2011	7	
		HP - ELITE-8300	2013	10	
		HP - 406	2015	45	
		Dell-OPTIPLEX 9010 DT	2013	09	
		HP-COMPAQ	2008	08	
		HP M 521 Dn	2015	02	
		HP - ELITE 800	2014	02	
		ZEBRONICS	2014	01	
		HP-ELITE DESK-800	2014	09	
2	Line Matrix Printer	WEP Printronix P1-500	2003	1	1
3	DOT Matrix Printer	EPSON LQ-1310	2010	1	1
4	Colour Printer	HP LJ M-452	2006	1	1
5	Other Printers	HP LJ -P-1005	2007	1	58
		Canon LJ - LBP3108B	2010	11	
		HP LJ 1606 Dn	2010	16	
		HP M 202dw	2016	28	
		HP -Scanjet	-----	01	
		HP- Scanjet 500	-----	01	
6	MFP	HP LJ M1213dnf	2013	14	40
		HP-M 521 DN	2015	2	
		HP-M 226 DN	2015	14	
		HP LJ M 1536 dnf	2013	5	
7.		CANON - 4350 MF	2010	5	101
				TOTAL	
8.	Online UPS	3 KVA (Online)	2003-05	3	3
9.	Offline UPS	APC 500 VA	2003-04	07	82
		Samtek	2008	21	
		UNILINE	2009	05	
		Pyradyne 1 KVA	2014	45	
		CYBEX		01	
		DX		02	
		Microtek		01	
10.	Scanner	HP Scanjet 5000	2012	1	1
11.	LAN Connection	LAN Connection	--	110	110

Note:

1. The quantity of the items given above may vary during the maintenance, depending on the actual requirement, but the same shall be used for evaluation of the tender.

ANNEXURE - I PROFILE OF BIDDER

1. Full Name of Bidder
2. Registered Address

3. Address of correspondence

4. Details of Contact/Authorized Person
Name & Designation _____
Address _____
Tel No. (Landline) _____ Mobile _____
Email ID _____ FAX: _____
5. Type of Firm: Private Ltd./Public Ltd./Co-operative/PSU/Proprietary
(Please tick the appropriate)
6. Name(s) of Directors/ partners/ proprietor

7. PAN/GIR No.: _____

8. TIN No.: _____

9. GST Registration No.: _____

10. Proof of Annual Turnover of Rs. 10 Lakhs or more:

11. Earnest money details: FD/DD No. _____ dated _____
for Rs..... drawn on _____
12. Bank Account details of the bidder:
 - a. Name and address of Bank
 - b. Account no.
 - c. MICR no.
 - d. IFSC code of Branch
13. Any other relevant information:

(Signatures of authorized signatory)

Name _____

Designation _____

Seal: _____

ANNEXURE - II
NO NEAR-RELATIVE DECLARATION/CERTIFICATE

(To be submitted by either authorized signatory or proprietor, or each partner/director in case of partnership firms/companies)

I _____
son/daughter/wife _____ of
Shri _____
_____ Proprietor/Partner/Director/Authorised signatory/Representative of
M/s _____

____ (Name and address of the bidder) is competent to sign this declaration and execute the tender document regarding "Comprehensive Maintenance Contract for Computer Systems, Peripherals, UPSs and LAN at TEC New Delhi";

I _____ resident of _____
hereby certify that none of relatives of mine/proprietor/partners/directors is/are employed in the units where he/she is going to apply for the tender. In case at any stage it is found that the information given by me is false/incorrect the purchaser shall have the absolute right to take any action as deemed fit/without any prior information to me.

I have carefully read and understood all the terms and conditions of the tender document and undertake to abide by the same;

I also undertake that our firm will observe all legal formalities or/and obligations under the contract well within time. In case of failure to observe any of the legal formalities or/and obligations. I shall be personally liable under the appropriate law.

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

(Signature of Proprietor/Partners/Director/Authorized Signatory)

Full Name:

Date:

Address:

Place:

Seal:

ANNEXURE - III
PERFORMANCE SECURITY BOND FORM

In consideration of the President of India (hereinafter called 'the Government') having agreed to exempt ----- (hereinafter called 'the said Contractor(s)') from the demand, under the terms and conditions of an agreement / (Purchase Order) No. ----- Dated ----- made between ----- and ----- for Comprehensive Maintenance Contract for Computer Systems, Peripherals, UPSs and LAN (hereinafter called 'the said Agreement'), of performance security for the due fulfilment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on Production of a bank guarantee for ----- we, (Name of the bank) ----- (hereinafter referred to as 'the Bank') at the request of ----- Contractor(s) do hereby undertake to pay to the TEC an amount not exceeding ----- against any loss or damage caused to or suffered or would be caused to or suffered by the TEC by reason of any breach by the said Contractor(S) of any of the terms or conditions contained in the said Agreement.

2. We (Name of the bank) ----- do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the TEC stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the TEC by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the TEC in these counts shall be final and binding on the bank. However, our Liability under this guarantee shall be restricted to an amount not exceeding -----.

The Bank further agrees that the guarantee herein contained shall remain in full force and effect for a period of 15 Months from the date hereof and also that the extension of this guarantee will be provided for by the Bank for such period beyond the period of 15 Months as the Purchaser may feel necessary in this behalf.

3. We undertake to pay to the TEC any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s)/ supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Contractor(s)/ supplier(s) shall have no claim against us for making such payment.
4. We (name of the bank) ----- Further agree that the guarantee herein contained shall remain in full force and effect during for a period of 15 Months from the date of Advance Purchase Order (Date.....). And that it shall continue to be enforceable till all the dues of the TEC under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till ----- (TEC) certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(S) and accordingly discharge this guarantee.

5. We (Name of the bank) ----- further agree with the TEC that the TEC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary and of the terms and conditions of the said Agreement or to extend time of performance by the said contract(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the TEC Against and said Contract(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contract(s) or for any forbearance, act or omission on the part of the TEC or any indulgence by the TEC to the said contract(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/ supplier(s).
7. We (name of the bank) ----- lastly undertake not to revoke this guarantee during its currency except with the previous consent of the TEC in writing.

Dated the ----- day of -----, Two thousand Nineteen only.

For -----

--

(Indicate the name of the bank)

Witnesses: (Name & Signature)

1.

Telephone No.(s):-
STD Code-
FAX No.
E-Mail Address:-

2.

**ANNEXURE - IV
BID FORM**

3-5/2019-MM/TEC

Dated: 22.07.2019

**To,
Advisor, TEC
New Delhi**

Dear Sir,

Having examined the conditions of tender and specifications including clarifications/addenda the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver the items quoted in Price Schedule of this bid document in conformity with said conditions of contract and specifications for a sum of amount as quoted in Price Schedule or such other sums as may be ascertained in accordance with the schedule of prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence and complete deliveries as prescribed in the tender document. We also undertake to indemnify purchaser and user against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the goods or any part thereof, supplied against the tender. Further we also undertake to indemnify the purchaser and user in respect of any damages, claims, loss or action against purchaser and user for acts of commission or omission on our part or on the part of our agents or servants.

If our Bid is accepted, we will obtain and provide to purchaser the guarantees of a Scheduled Bank for a sum not exceeding 10% of the contract sum for the due performance of the Contract.

We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated thisday of2019

(.....)

Signature of.....

in capacity of.....

(Duly authorized to sign the bid for and on behalf of.....)

Witness.....

Tele No.(s):-

Signature.....

FAX No.(s):-

Address.....

E-Mail Address:-