

Copy No.

**E-TENDER DOCUMENT FOR
ANNUAL MAINTENANCE CONTRACT (AMC)
REQUIRED FOR ICMAM PROJECT
DIRECTORATE, CHENNAI**

TENDER REF NO. MoES/ICMAM PD/ITM/AMC/10/2016

ICMAM PD

**GOVERNMENT OF INDIA
MINISTRY OF EARTH SCIENCES
ICMAM PROJECT DIRECTORATE
CHENNAI, INDIA**
June 2017

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ICMAM PD

Tender Reference No.: MoES/ICMAM PD/ITM/AMC/10/2016
SCHEDULE TO TENDER

1	Tender Reference No.	:	MoES/ICMAM PD/ITM/AMC/10/2016
2	Name of Organisation	:	ICMAM Project Directorate
3	Type of Tender	:	OPEN – E-Tender Two Cover
4	Description of the Item	:	Providing maintenance services as per tender document
5	Quantity	:	---
6	Date of Issue / Publishing	:	19.06.2017
7	Document Download/ Sale Start Date	:	19.07.2017
8	Document Download/ Sale End Date	:	03.06.2017
9	Clarification Start Date	:	19.06.2017
10	Clarification End Date	:	03.07.2017
11	Last Date and Time for uploading of Bids	:	03.07.2017, 4 PM
12	Date and Time of opening of Bids	:	04.07.2016 or later
13	Date and Time of pre – bid meeting	:	-----
14	Mode of submission of bids	:	Online through Central Public Procurement Portal. https://eprocure.gov.in/eprocure/app
17	Validity of offer	:	120 days from the date of opening of Tender.
18	Address for communication	:	HEAD, ICMAM Project Directorate, 2 nd Floor, NIOT Campus, Pallikaranai, Chennai-600100
19	Contact Person	:	Mr.S.Kumar ICMAM PD, 2 nd Floor, Room No.306,NIOT Campus, Pallikaranai, Chennai – 600100 Tel:044-66783599, email id: kum63@icmam.gov.in , icmam@icmam.gov.in

SECTION I

INSTRUCTIONS TO BIDDERS

1. ICMAM Project Directorate, Ministry of Earth Sciences invites **Online E-tender** from eligible and qualified bidders (Original Equipment Manufactures (OEM) OR their Authorised Agents/Partners) for providing **Comprehensive Annual Maintenance of computers and peripherals for a period of 12 months**, where the item details are given in **Section II of para21** of Tender document. All offers should be in prescribed format written in English only. All correspondence should be made only with the tender inviting authority. The invitation to tender is open to all eligible bidders who meet eligibility criteria as specified in tender document.

2. Eligibility condition:-The tenders will be scrutinized to determine whether they are complete in all respects and meet the essential and important requirements, conditions, etc., as prescribed in the Tender document. The tenders which do not meet the basic requirement, will be treated as non-responsive and will be summarily ignored/rejected.

i) Bidders should be either OEM (OR) their authorised agent/partner of OEM. Participation of both OEM and their agent in the tender is not permitted and both of them will be disqualified.

ii) Tender and other relevant documents should be signed by the authorized representative of the bidder.

A) Tender shall be declared non-responsive and will be summarily ignored/rejected on the following grounds:

i) Tender is unsigned or not signed by the authorized person through Tender Acceptance letter **(Appendix-1)**

ii) Tender validity is shorter than required period.

iii) Bidder has quoted for maintenance service without manufacturer's Authorization, as per tender document.

iv) Bidder has not agreed to other essential condition(s) especially incorporated in the tender enquiry like terms of payments, liquidated damage clause, etc.

- v) Poor/unsatisfactory past performance.
- vii) Bidders who stand de-registered by DGS&D /banned/blacklisted by any government authority.
- viii) Bidder has not quoted for entire quantity as specified in the list of requirements, without any specific reason.
- ix) Bidder has not submitted duly filled tender acceptance letter, techno-commercial compliance sheet as per **Appendix – 1 & 2**

3. Qualification criteria (Bidders should submit necessary supporting documents to establish the following criteria)

- i) The bidder's firm should be in existence for over three years in the trade with the maintenance business of computers and peripherals. **Necessary proof should be submitted through both online and manual submission.**
- ii) Bidder should have sufficient financial resources to meet the obligation under contract. They should submit Balance Sheet/ audited report / IT return/ bank's report for the last **02** years for their credit worthiness. The Bidder should have a minimum annual turnover of **50 lakhs** in each of the two financial years prior to tender opening date. **Necessary proof should be submitted through both online and manual submission.**
- iii) The firm must register with the Registrar of Companies and with Commercial Tax Department (VAT No.) and Service Tax Department (ST No.). The details of registration numbers of the firm along with the CST No allotted by the Trade & Tax Authorities, PAN & TIN Numbers should be provided. **Necessary proof for VAT, CST, PAN, TIN in the form of scanned copies should be submitted through both online and manual submission.**
- iv) The firm must have expertise in the requisite preventive measures on site maintenance. Performance certificates (minimum 2) issued by their clients / customer(s) in the client's **letter heads with proper rubber stamp / seal** are required. **Scanned copies of performance certificates (minimum 2) issued by clients of the bidder should be submitted by both online and manual submission.**

v) List of clients along with copies of order(s) of maintenance contract with value Rs.04 lakhs or higher for each, executed during past 4 years should be enclosed. **Scanned copies of maintenance work orders related to computers (minimum 2) with minimum order value of Rs.4 lakhs for each year, executed during past 4 years should be submitted through both online and manual submission.**

vi) The bidder must be an authorized service partner (not sales partner) of the brands HP and Lenovo, and they should furnish documentary proof for the same. **Scanned copy of authorisation letter (ORIGINAL – ink signed and having rubber seal) from HP India, Chennai / Lenovo Chennai for participating in this tender, should be submitted through both online and Original by manual submission.** If the bidder is an authorized service provider of Lenovo brand, they have to submit an undertaking letter from HP India, Chennai for providing back to back support for HP items to the bidder.

vii) The bidder must have their own service centre/maintenance facility in Chennai and should have extensive experience of maintenance of complete computer hardware, software, peripherals and networking. For this, bidder should provide contact details of the Chennai Centre (postal address, contact person, contact nos, email id, etc., in their letter head. **Scanned copy and the hard copy should be submitted online and manual submission, as a part of Technical bid. The Manual submission of technical bid along with the relevant documents should be submitted to ICMAM Project Directorate, one day before the due date of online E-tender submission (i.e on or before 30.06.2017, 3PM).**

Note: The above said 7 documents are the qualifying criteria for the technical evaluation and without these documents, the tender will be summarily ignored / rejected.

4. Price bid Evaluation Criteria & Price Bid Issues: The broad guidelines for evaluation of Bids will be as follows:

a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the Tender document and are

acceptable both technically and commercially (called substantially responsive bid).

b) The technical Bids forwarded by the Bidders will be evaluated by ICMAM PD with reference to the qualifying criteria as mentioned in the Tender enquiry. The compliance of Technical Bids would be determined on the basis of the parameters specified in the tender document. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.

c) Bidder should quote the prices in the given format BOQ_XXXX in excel sheet for **online submission**. The price should be quoted in net per unit (after breakup). The offer / bid should be exclusive of taxes and duties, which will be paid by purchaser as per applicable terms. However, the percentage of taxes & duties shall be clearly indicated.

d) The Lowest Price (L1) bidder will be decided upon the **TOTAL lowest price without any applicable taxes** quoted by the particular Bidder as on date of opening of tender enquiry as per the Price Format and as explained below.

e) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

f) The Lowest Acceptable Bid will be considered further for placement of contract after complete clarification and reasonableness of total price as decided by ICMAM PD.

g) ICMAM PD reserves the right to cancel / withdraw the bid without assigning any reasons for such decision. ICMAM PD also reserves the right to award to any bidder or cancel the orders issued to any bidder without assigning any reason thereof. Such decision will not incur any liability whatsoever on the part of ICMAM PD consequently.

h) Tender document is non-transferable.

5. Complete tender documents along with supporting documents as called for in the tender conditions, should be duly filled (wherever necessary) and signed in and are SACROSANCT and scanned copy of the same should be

uploaded in the online mode for considering any offer as complete offer. All the Bidders are expected to go through every detail of the tender carefully and provide all requisite details and documents / certificate, and tender documents duly complete in all respect and digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.

6. All contracts shall be entered and acting through its designated authority. Wherever not so specified, the contractual obligations will be governed by the Indian Contract Law as may be applicable.

7. ICMAM PD reserves the right to cancel / reject entire tender process without assigning any reason. In case of any ambiguity / dispute in the interpretation of any of the clauses in this tender document, The Project Director. ICMAM PD's interpretation of the clauses shall be final and binding on all parties.

9. PRICE

The prices quoted should be on firm and fixed basis and shall include all elements of prices. The bidders / tenders will not be allowed to make any variations in the price bid or any amendments to commercial offers already uploaded online during the currency of tender and after the date of opening of the tender. **PRICE BID should be submitted ONLINE ONLY and no other mode of submission of price bid is acceptable.**

10. TWO BID SYSTEM

A. TECHNICAL BID: The bidder should submit the scanned copy for online submission and the same original hard copy of all the following documents as part of the Technical Bid in the stipulated format. The original hard copies should be submitted (Hard copy by manual submission) to the ICMAM Project Directorate (contact person Mr.S.Kumar, Tel:044-66783599, email id: kum63@icmam.gov.in, icmam@icmam.gov.in) on or before the due date of Technical bid opening, during office working hours. The cover containing the

necessary technical bid documents should be superscribed by "**Tender Ref No: MoES/ICMAM PD/ITM/AMC/10/2016 Part I Technical BID for AMC**" The Technical bid should contain the following details:

1) Documents submitted by Online (Technical Bid)

- i) Scanned copy of documentary evidence for the existence for over three years in the trade with the maintenance business of computers and peripherals, as per clause 3 (i).
- ii) Scanned copy of Balance Sheet/ audited report / IT return/ bank's report for the last **02** years for their credit worthiness, as per clause 3(ii).
- iii) Necessary proof for VAT, CST, PAN, TIN in the form of scanned copy, as per clause 3(iii).
- iv) Scanned copies of performance certificates (minimum 2) on maintenance services, issued by clients of the bidder, as per clause 3(iv)
- v) Scanned copies of AMC work order (minimum 2) with minimum order value of Rs.4 lakhs for each year, executed during past 4 years, as per clause 3(v).
- vi) Scanned copy of authorisation letter from HP India, Chennai / Lenovo Chennai for participating in this tender, as per clause 3(vi).
- vii) Scanned copy of contact details of the Chennai Centre (postal address, contact person, contact nos, email id, etc., in the firm's letter head, as per clause 3(vii).
- viii) Scanned copy of Tender Acceptance Letter as per Appendix 1.
- ix) Scanned copy of Check list as per Appendix 2

2) Documents submitted directly (Manual Submission) to ICMAM PD (Technical Bid)

- i) Copy of documentary evidence for the existence for over three years in the trade with the maintenance business of computers and peripherals, as per clause 3 (i).
- ii) Copy of Balance Sheet/ audited report / IT return/ bank's report for the last **02** years for their credit worthiness, as per clause 3(ii).
- iii) Copy of necessary proof for VAT, CST, PAN, TIN, as per clause 3(iii).
- iv) Copy of performance certificates (minimum 2) on maintenance services, issued by clients of the bidder, as per clause 3(iv)

- v) Copies of AMC work order (minimum 2) with minimum order value of Rs.4 lakhs for each year, executed during past 4 years, as per clause 3(v).
- vi) **Original authorisation letter** from HP India, Chennai / Lenovo Chennai for participating in this tender, as per clause 3(vi). This letter should be signed and sealed by ink and any dated during June 2017.
- vii) Contact details of the Chennai Centre (postal address, contact person, contact nos, email id, etc., in the firm's letter head, as per clause 3(vii).
- viii) Tender Acceptance Letter as per Appendix 1.
- ix) Check list as per Appendix 2.
-) Any other relevant document / certificate which are required to be submitted by the firm in line with the requirement of the subject tender enquiry.
- xiii) **The Manual submission of Technical bid along with the relevant documents should be submitted to ICMAM Project Directorate, ONE day before the due date of online e-tender submission (i.e on or before 30.06.2017, 3PM).**

B. PRICE BID should be submitted **ONLINE only** in the prescribed format.

C. METHODOLOGY FOR OPENING OF THE TENDERS

i) Only the technical bid shall be opened online on the date of tender opening. Price bids of only those firms will be considered for opening whose offer would meet all tender requirements and has passed in all tender conditions and technical evaluation.

ii) After opening of price bids, ranking statement will be prepared and the finalization of successful bidder will be done on L-1 (the lowest price) basis.

11. Any change in Address/ Telephone/ Fax/ e-mail of bidder should be immediately informed. The state of non-communication by the firm will make the offer liable for rejection.

12. Clarification regarding contents of the bids: During the course of evaluation process, the purchasing authority, shall at its discretion, ask the bidder for clarifications or confirmation on various aspects with reference to shortcomings or deficiencies so noticed in their bids. The request for such clarification or confirmations shall be given in writing to which the bidder will

be required to send in their response within the time frame so prescribed in such written communications. The clarifications / confirmations shall be called only in respect of general conditions or requirements of the tender enquiry documents and not on any aspect pertaining to specifications or prices or other essential requirements of tender schedule.

13. No post bid clarification or alteration or modification on the initiative of the bidder will be entertained.

14. Integrity pact / Rejection of bids – If the bidders do not agree with the terms and conditions of tender, their offer will be summarily rejected. Contract with successful bidders will also be cancelled if they do not fulfill the terms and conditions of the contract or till contractual obligation period and their Earnest Money Deposit and Performance Security Deposit (if any) will be forfeited. Canvassing by the bidder in any form, unsolicited letter/communications and post tender corrections would invoke rejection of tender with forfeiture of EMD.

15. Modifications and withdrawal of bids – A bidder may modify or withdraw his bid online after submission but prior to final date of submission of tenders/date of opening of tenders. In case a supplier modifies or amends a bid already submitted online, the latest version of the bid will be accepted.

16. For any change in terms and condition of tender / tender specification, the Bidders are requested to visit the websites <http://www.icmam.gov.in> & Central Public Procurement Portal (CPP) <https://eprocure.gov.in/eprocure/app>

17. SPECIAL INSTRUCTIONS FOR ONLINE BID SUBMISSION: Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e-Procurement are at <https://eprocure.gov.in/eprocure/app>. The bidders must carefully follow the instructions.

- i) Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the contractors/bidders on the e-procurement/e-tender portal is a prerequisite for e-tendering.
- ii) Bidder should do the enrolment in the e-Procurement site using the "Click here to Enroll" option available on the home page. Portal enrolment is

generally free of charge. During enrolment/registration, the bidders should provide the correct/true information including valid e-mail-id. All the correspondence shall be made directly with the contractors/bidders through e-mail-id provided.

iii) Bidder need to login to the site through their user ID/ password chosen during enrolment/registration.

iv) Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by NIC/SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on e-Token / Smart Card, should be registered.

v) The DSC that is registered only should be used by the bidder and should ensure safety of the same.

vi) Contractor / Bidder may go through the tenders published on the site and download the required tender documents/ Annexures for the tenders he/she is interested.

vii) After downloading / getting the tender document/ Annexures/ Appendices, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.

viii) If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account the corrigendum / Addendum published before submitting the bids online.

ix) Bidder then logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of the e-Token/ Smart Card to access DSC.

x) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'my tenders' folder.

xi) From my tender folder, he selects the tender to view all the details indicated.

xii) It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender Annexures and appendices carefully and upload the documents as called for; otherwise, the bid will be rejected.

- xiii) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/ Annexure and generally, they can be in PDF/xls/rar/zip/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted. Bidders Bid documents may be scanned with 100 dpi with black and white option. However if the file size is less than 1 MB the transaction uploading time will be very fast.
- xiv) Bidder should take into account the corrigendum / Addendum published from time to time before submitting the online bids.
- xv) The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
- xvi) Bidder should submit the Tender Fee/ EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender. Scanned copy of the instrument should be uploaded as part of the offer.
- xvii) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- xviii) The bidder has to select the payment option as offline to pay the Tender FEE/ EMD as applicable and enter details of the instruments.
- xix) The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable.
- xx) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document

including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.

xxi) The bidder has to upload the relevant files required as indicated in the covered content. In case of any irrelevant files, the bid will be rejected.

xxii) If the price bid format is provided in a spread sheet file like BoQ_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/ BOQ template must not be modified/replaced by the bidder else the bid submitted is liable to be rejected for this tender.

xxiii) The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.

xxiv) After the bid submission (i.e after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.

xxv) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.

xxvi) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.

xxvii) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

xxviii) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.

xxix) The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.

xxx) For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. For any online tender queries, the bidders are asked to contact toll free numbers provided in the CPP website or send an email to – cphp-nic@nic.in.

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SECTION II

SPECIAL CONDITIONS

- 1 **Scope of Work:** Rendering Comprehensive Annual Maintenance Contract (AMC) for desktop, workstation & server computers, printers and other peripherals, including software available at ICMAM Project Directorate, Chennai.
- 2 The period of contract is **TWELVE Months** and it may be considered for twelve more months
- 3 The scope of work covers comprehensive annual maintenance of desktop, workstation & server computers, scanners, plotters, printers and software installed at ICMAM Project Directorate (ICMAM PD), Chennai.
- 4 The scope of work also includes maintenance of software procured by this office and installed in the computer and peripherals
- 5 The scope of work covers provision of a technical staff (resident engineer) who will be available during working hours of ICMAM PD (from 0900 hrs to 1730 hrs) on all working days, and if required on Saturdays and Sundays and also after 17.30 hrs., on working days.
Minimum Qualification: One qualified diploma engineer in computer/electronics/communication engineering or equivalent with an experience of not less than 3 years in computer hardware as well as software maintenance. He will be proficient in troubleshooting of all computer systems and Networking under the scope of this AMC.
- 6 The firm shall also be responsible for deployment of necessary staff for regular cleaning of all hardware using suitable cleaning material and equipment. Each system has to be cleaned once in three months regularly. A register shall be maintained showing the cleaning of each system and shall be produced to the Head-ICMAM PD/ Scientist of ICMAM PD, once in three months for verification.
- 7 The Resident Engineer deployed shall be responsible for preventive

and corrective maintenance of all PCs and peripherals mentioned under schedule of quantities and also maintenance of software. Any lapse in the maintenance of hardware and software by the deployed engineer shall be viewed seriously and the firm shall be penalized for the lapses as deemed fit.

- 8 The firm shall maintain the equipments as per manufacturer's guidelines and shall use standard original components from the OEM for replacement.
- 9 A logbook shall be maintained in which the resident engineer shall record all the complaints made by ICMAM users. All the complaints received shall be attended by him in the following manner:-
 - a) Attending & rectifying minor faults immediately.
 - b) Attending & rectifying major faults **within 6-48 working hours** by replacement method, with the available spares in ICMAM PD or from his Office.
 - c) Attending & rectifying major faults within 5 working days for part replacement from OEM and for some of the items to be got serviced from authorized service centers of manufacturers.
 - d) The firm shall be responsible for taking backup data and programme available on PCs before attending any disk fault and shall be also responsible for reloading the same. The back up copies is to be returned to the users, under acknowledgement.
 - e) The Contractor shall be responsible to coordinate with Manufacturer Companies irrespective of any warranted PCs and Peripherals etc., installed in the Project Directorate.
 - f) If the equipment / item are required to be transported to the firm's/ manufacturer's service workshop for repairs, the same shall be undertaken at the risk and cost of the firm.
 - g) The replacement of components shall be as per manufacturer's instruction and as per the decision of Project Director / Scientist of ICMAM PD.
 - h) The firm shall have the required driver software for maintaining all

the PCs and peripherals.

i) Repair and servicing of equipments can be carried out at site or at the firm's workshop after attending the complaint by replacement method and the same shall be done within 5 working days of the receipt of the complaints. The replacement of components shall be free of charges.

j) The replacement also involves all items of equipment:-

- including major parts such as HDD, SMPS, CPU, but
- excluding consumables such as computer stationery i.e. toner, ink cartridges, fuser assemblies, etc.

k) In case, the parts that requires are not available, the same should be replaced with a higher level of part that is compatible with the system.

10 The scope of software maintenance covers:-

- a) Maintenance of all software already installed in the Computers and peripherals and the software to be installed at later stage.
- b) Providing basic training on the use of PC to user, if required.
- c) The necessary support for maintaining VIRUS free computer environment and help in update patches or virus detection mechanism would be provided by the firm.

11 The contract shall initially be for a period of one year and extendable to one more year on the basis of performance of past year with the same contract price.

12 The contract can be terminated at any time by either party after serving advance notice of three months. However, ICMAM PD shall have the right to terminate the contract at any time without assigning any reason, whatsoever to the firm.

13 **Penalty**

- i) If the firm does not attend the complaint within 6 hours from the time of registration of complaints with the resident engineer deployed by the firm or on the telephone no. (given by the firm for lodging complaints), a penalty @ **2%** of the value of AMC charges of the particular equipments not available for the use shall be levied. If a sub assembly of the equipment fails, the penalty shall be applicable for the same scheduled item.
- ii) Penalty shall be levied @ **Rs.200.00** of the value of AMC charges for that equipment for each day (excluding first 24 hours, if the equipment is not set right within the stipulated time mentioned under item Sl. No. 4.7.
- iii) If the fault is set right by replacing the defective sub assembly and equipments, the same should be re-installed after servicing within 7 working days (if 7th day falls on holiday then next day of morning) from the date of complaint. In case of default, penalty shall be levied at the rate of **2%** per day of the value of the AMC charges of the scheduled item. This penalty shall be accountable up to the day of functioning of item OR the date of replacement of item.
- iv) Penalty shall also be levied for the absence of resident engineer without providing alternative engineer at the rate of Rs.300/- for every working day.

14 **Payment**

- i) Payment shall be made pro-rata on quarterly basis at the end of each quarter after certification of satisfactory work.
- ii) Penalty shall be deducted from the running quarterly payments

15 **Preventive Terms and Conditions**

The firm shall carry out preventive maintenance regularly and shall plan, as per schedule of quantities, such that maintenance is carried out in each system at least once in three months. A separate logbook should

be maintained to record the preventive maintenance carried out on each equipment

16 The schedule of preventive maintenance shall be as follows:-

- i) Cleaning of all equipment using dry vacuum air, brush soft muslin clothes.
- ii) Running of test programmes to ensure quality print/date reliability.
- iii) Checking of power supply source for proper grounding and safety of equipment.
- iv) Ensuring that the covers, screws, switch etc. are firmly fastened in respect of each equipment.
- v) Shifting of equipment as and when required.
- vi) Running of diagnostic software for system performance

18 It may also be noted that in case of contractor backing out in midstream without any explicit consent of ICMAM PD, they will be liable to recovery at higher rates, vis-à-vis, those contracted with it, which may have to be incurred by ICMAM on maintenance of machines from the remaining period of contract through alternative means.

19 The above act of backing out would automatically debar the firm from any future dealing with ICMAM PD.

20 A firm black listed by any Govt. Office will not be eligible to participate in this tender. A self certificate in this regard should be furnished by this firm that they are not black listed by any Govt. organisations.

21 List of Items and their Specifications covered under this AMC:

Sl.No	Item & Year of procurement	Qty	Specification
1	HP Pro400M451 Printer - 2015 (Replacemt)	01no	-----
2	HP LJ 2015dn Printer - 2007	01no	-----
3	HP Designjet T1100 PS 44" A0 Plotter - Q6688A - 2009	01no	-----
4	HP Designjet 500 Plus	01no	-----

	(42") A0 Plotter - 2009		
5	HP XW 8600 Workstation - 2009	01no	Intel Xeon 2GHz, 32GB RAM, 4x300GB HDD, DVD, NVidia Quadro FX5600, TFT Monitor, KBD, Mouse
6	HP Scanjet8300 Scanner – 2009	01no	-----
7	HP ScanjetG4050 Scanner – 2009	01no	-----
8	HP LaserjetP2055dn Pritner(1/2) – 2009	01no	-----
9	HP LaserjetP2055dn Pritner(2/2) – 2009		-----
10	HP Compaq DC7900 PC (1/2) - 2009	01no	Intel core 2duo E8600, 3,33GHz, 8GB DDR2 RAM, 500GB SATA HDD, Nvidia Quadro NVS295 Super Multi DVD 17" TFT, KBD, Mouse
11	HP Compaq DC7900 PC (2/2) – 2009	01no	-do-
12	HP Compaq DC7900 PC (6/12) - 2010	01no	-do-
13	HP Compaq DC7900 PC (9/12) – 2010	01no	-do-
14	HP Compaq DC7900 PC (1/12) – 2010	01no	-do-
15	HP Compaq DC7900 PC (3/12) – 2010	01no	-do-
16	HP Compaq DC7900 PC (7/12) – 2010	01no	-do-
17	HP Compaq DC7900 PC (8/12) – 2010	01no	-do-
18	HP Compaq DC7900 PC (2/12) – 2010	01no	-do-
19	HP Compaq DC7900 PC (10/12) – 2010	01no	-do-
20	HP Compaq DC7900 PC (11/12) – 2010	01no	-do-
21	HP Compaq DC7900 PC (12/12) – 2010	01no	-do-
22	HP Compaq DC7900 PC (4/12) – 2010	01no	-do-
23	HP Compaq DC7900 PCs (5/12) – 2010	01no	-do-
24	HP Laserjet3015dn Printer (1/2) – 2010	01no	-----
25	HP Laserjet3015dn Printer (2/2) – 2010	01no	-----
26	HP Compaq DC7900 (1/3) – 2010	01no	Intel core 2duo E8600, 3,33GHz, 8GB DDR2 RAM, 500GB SATA HDD, Nvidia Quadro NVS295 Super Multi DVD 17" TFT, KBD, Mouse
27	HP Compaq DC7900 (2/3) – 2010	01no	-do-
28	HP Compaq DC7900 (3/3) – 2010	01no	-do-
29	Fujitsu Celcius R670 Workstation – 2010	01no	2xXeon quad core W55802x, 32GB DDR3, 4x700GB, NVQFX4800, DVD, KBD, Mouse 24" TFT
30	Lenovo M58P Desktop(4/4)	01no	Intel core2 duo E8400 3GHz 4GB RAM, 500GB, 17"

	- 2010		LCD, SATA DVD, KBD, Mouse
31	Lenovo M58P Desktop(1/4) - 2010	01no	-do-
32	Lenovo M58P Desktop(3/4) - 2010	01no	do-
33	Lenovo M58P Desktop(2/4) - 2010	01no	do-
34	Lenovo M58P Desktop(3/4) - 2010	01no	do-
35	Lenovo M58P Desktop(4/4) - 2010	01no	do-
36	Lenovo M58P Desktop(1/4) - 2010	01no	do-
37	HP Compaq Pro 3090 MT - 2011	01no	do-
38	HP Elite7100MT PC(1/2) - 2011	01no	Intel core I3 550, 4GB DDR3, 500 GB, DVD, 18.5 LCD, KBD, Mouse
39	HP Elite7100MT PC(2/2) - 2011	01no	-do-
40	HP Elite7100MT PC (1/1) - 2011	01no	-do-
41	HP LJ Pro400 M401dn - 2012	01no	-----
42	HP LJ Pro400 M401dn - 2012	01no	-----
43	HP LJ Pro400 M401dn - 2012	01no	-----
44	HP LJ Pro400 M401dn - 2012	01no	-----
45	HP LJ Pro400 M401dn - 2012	01no	-----
46	HP LJ Pro400 M401dn - 2012	01no	-----
47	HP LJ3015 dn - 2012	01no	-----
48	HP Z800 Workstation - 2012	01no	2x Intel Xeon5672, 32GB, 2TB SATA, AMD 2GB, 24"TFT, KBD, Mouse
49	HP 420 Workstation - 2012		Intel Xeon,C602 chipset,16GB, 2x1TB, 2GB graphics, NIC, HPZ22i TFT, KBD, Mouse
50	HP 420 workstation - 2012		-do-
51	HP LJ Pro400 M401dn - 2014	01no	-----
52	HP LJ Pro400 M401dn - 2014	01no	-----
53	HP LJ Pro400 M401dn - 2014	01no	-----
54	HP LJ Pro400 M401dn - 2014	01no	-----
55	HP LJ Pro400 M401dn - 2014	01no	-----
56	HP LJ Pro400 M401dn* - 2015	01no	-----
57	HP Z420 workstation- 2015	01no	Intel Xeon,C602 chipset,16GB, 2x1TB, 2GB graphics, NIC, HPZ22i TFT, KBD, Mouse

58	HP Z420 workstation- 2015	01no	-do-
59	HP EliteDesk 800 desktop	01no	I5-4570, 4GB, 500 GB SATA, HP V192 18.5 LCD, KBD, Mouse
60	HP EliteDesk 800 desktop	01no	-do-
61	HP EliteDesk 800 desktop	01no	-do-
62	HP EliteDesk 800 desktop	01no	-do-
63	HP EliteDesk 800 desktop	01no	-do-
64	HP EliteDesk 800 desktop	01no	-do-
65	HP EliteDesk 800 desktop	01no	-do-
66	HP EliteDesk 800 desktop	01no	-do-
67	HP EliteDesk 800 desktop	01no	-do-
68	HP EliteDesk 800 desktop	01no	-do-
69	HP Laserjet Pro 400 M401dn	01no	-----
70	HP Laserjet Pro 400 M401dn	01no	-----

Note: 1) RAM & HDD in the above systems may vary. 2) item sl nos 59 to 68 having OEM's **warranty up to 18.02.2018**

22 Evaluation of Quotation

ICMAM Project Directorate will evaluate and compare the quotations determined to be substantially responsive. That is a) sealed and signed (Technical Bid); and b) conform to all the terms and conditions of tender and the work order will be awarded to the bidder whose quotation has been determined to be substantially responsive and who has offered the lowest evaluated quotation price. For this purpose, the TOTAL AMOUNT of AMC price (including charges of resident engineer and taxes) shall be considered for financial evaluation.

SECTION III

GENERAL CONDITIONS

1. Bid Validity: The bid shall remain valid for 120 days from date of opening the tender. If any bidder withdraws his tender before the said period the purchaser shall without prejudice to any other right or remedy, be at liberty to forfeit the Bid EMD absolutely.

2. Tax and Duties: ICMAM PD will deduct applicable TDS on quarterly payment. Levy/Taxes payable by contractor - Sales Tax/ VAT or any other tax on materials in respect of this contract shall be payable by the contractor and it shall be deemed to have been included in the quote.

3. ARBITRATION:

a) In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, on his award being set aside by the court for any reason, shall be lawful for the PD ICMAM Chennai to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.

b) It is further a term of this contract that no person other than the person appointed by the PD ICMAM as aforesaid should act as arbitrator and that, if for any reason that is not possible, the matter is not to be referred to Arbitration at all.

c) The arbitrator may from time to time with the consent of all the parties to the contract enlarge the time for making the award.

d) Upon every any such reference, the assessment of the costs incidental to the reference and award respectively shall be in the discretion of the arbitrator.

e) Arbitration shall be held in Chennai, India and conducted in accordance with the provision of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof.

4. TRANSFER AND SUB-LETTING

The Bidder has no right to give, bargain, sell, assign or sublet or otherwise dispose of the resultant contract or any part thereof, as well as to give or to

let a third party take benefit or advantage of the resultant contract or any part thereof.

5. Purchaser reserves the right to cancel/reject or Scrap any or all the tenders without assigning any reason.

6. FORCE MAJEURE CLAUSE

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 shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to "events") provided, notice of the happening of any such event 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 the other in respect of such non-performance or delay in performance, and deliveries under the contract. The contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not, shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or part or any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract 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 in the possession of the contractor at the time of such termination or such portion thereof as the purchaser may deem fit excepting such materials, bought out components and stores as the contractor may with the concurrence of the purchaser elect to retain.

7. TERMINATION OF CONTRACT

The Purchaser shall have the right to terminate this Contract without any notice in part or in full in any of the following cases:

- a) The delivery of the material is delayed for causes not attributable to **Force Majeure** after the scheduled date of delivery.
- b) The Seller is declared bankrupt or becomes insolvent.
- c) The delivery material is delayed due to causes of **Force Majeure** by more than 21 days.

8. Clarification of Bid Document

A prospective Bidder requiring any clarification of the Bid documents may raise his point of clarification through Bid Management window after successfully logging to the e-procurement website <https://eprocure.gov.in/eprocure/app>. The bidder may seek clarification by posting query in the relevant window after clicking "Seek Clarification" option in the view tender details window for tender which can be selected through my tender option of bid submission menu. The clarification will be replied back by the tendering Authority through the e-procurement website which can be read by the bidder through the "Clarification" option under Bid Submission menu. The tendering authority may also respond to clarifications raised by the prospective bidders on purchaser's e-mail address icmam@icmam.gov.in or the bidder may also write to The Head, ICMAM PD for seeking clarifications by mentioning the tender reference details.

8. Any dispute relating to purchase / maintenance of goods between ICMAM PD and Bidder shall be subjected to the jurisdiction of a court of law situated in Chennai, Tamil Nadu.

TENDER ACCEPTANCE (OFFER) LETTER

(To be submitted online and direct as a part of technical bid, duly signed by the authorized signatory and the letter should be on bidder's company letter head.)

Date.....

To

The Head,

ICMAM Project Directorate

2nd Floor, NIOT Campus

Pallikaranai, Chennai – 600100

Subject: Acceptance in respect of terms and conditions of tender document for providing maintenance services of computers and peripherals at ICMAM Project Directorate, Chennai.

Ref: E Proc Tender Ref No: MoES/ICMAM PD/ITM/AMC/10/2016, dated.....

Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned tender from the web site <https://eprocure.gov.in/eprocure/app>.
2. I / We hereby certify that I / We have read all the terms and conditions of tender document from page No. _____ to _____ (including all annexure / Forms / appendixes, paras, etc.,) which shall part of the contract agreement and I / we shall abide hereby by all the terms and conditions contained therein.
3. The corrigendum(s) / addendum(s) issued from time to time by your organization have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept all the terms and conditions of above mentioned tender document and corrigendum(s) / addendum(s) as applicable.

5. In case any provisions of this letter are found violated, then your department / organization shall without prejudice to any other right or remedy be at liberty to reject my bid including the forfeiture of EMD.

6. I / We confirm that our bid shall be valid up to 180 days from the date of opening of Technical Bid.

7. I / We hereby certify that all the statements made and information supplied in the enclosed appendix, annexure / Forms / paras etc., furnished herewith are true and correct.

8/ I / We have furnished all information and details necessary for demonstrating our qualification and have no further prominent information to supply.

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

10. I / We certify / confirm that we comply with the eligibility requirements as per bid documents.

11. In case any provisions of this tender are found violated, ICMAM PD shall be at liberty to reject this tender, including the forfeiture of the full said EMD and we shall not have any claim against ICMAM PD in satisfaction of this condition.

Yours faithfully,

Signature of the Bidder

Name:

Designation:

Rubber-stamp of the firm

APPENDIX - 2

CHECK LIST

(Following documents are to be submitted online and manual as indicated in the tender document [Section 1, 10 (A) 1 & 2], as a part of Technical bid. Bidders are requested to put a ✓ mark for ensuring the submission of document in the appropriate one).

SI.No	Description	Online submission	Manual submission	Remarks
1	Copy of documentary evidence for the existence for over three years in the trade with the maintenance business of computers and peripherals, as per clause 3 (i).	Submitted / Not Submitted	Submitted / Not Submitted	
2	Copy of Balance Sheet/ audited report / IT return/ bank's report for the last 02 years for their credit worthiness, as per clause 3(ii).	Submitted / Not Submitted	Submitted / Not Submitted	
3	Necessary proof for VAT, CST, PAN, TIN in the form of scanned copy, as per clause 3(iii).	Submitted / Not Submitted	Submitted / Not Submitted	
4	Copies of performance certificates (minimum 2) on maintenance services, issued by clients of the bidder, as per clause 3(iv)	Submitted / Not Submitted	Submitted / Not Submitted	

Sl.No	Description	Online submission	Manual submission	Remarks
5	Copies of AMC work order (minimum 2) with minimum order value of Rs.4 lakhs for each year, executed during past 4 years, as per clause 3(v).	Submitted / Not Submitted	Submitted / Not Submitted	
6	Copy of authorisation letter from HP India, Chennai / Lenovo Chennai for participating in this tender, as per clause 3(vi).	Submitted / Not Submitted	Submitted / Not Submitted	
7	Copy of contact details of the Chennai Centre (postal address, contact person, contact nos, email id, etc., in the firm's letter head, as per clause 3(vii).	Submitted / Not Submitted	Submitted / Not Submitted	
8	Tender Acceptance Letter as per appendix 1	Submitted / Not Submitted	Submitted / Not Submitted	

Sl.No	Description	Online submission	Manual submission	Remarks
9	This Check list as per tender document (scanned copy by online and original by manual)	Submitted / Not Submitted	Submitted / Not Submitted	
10	Any other relevant document for this tender (scanned copy by online and original by manual)	Submitted / Not Submitted	Submitted / Not Submitted	

Signature of the Bidder

Name:

Designation:

Rubber-stamp of the firm

ICMAM PD