

F.No. 1-5/MYAS/RGKA/2015
Government of India
Ministry of Youth Affairs & Sports
Department of Sports
Mission Directorate- RGKA

Dated: 29.10.2015

To,

As per list

Subject: Limited Tender Enquiry - Comprehensive Annual Maintenance Contract (CAMC) of Desktop Computers, Laptops and Printers, etc.

Sealed tender (both technical and financial) are invited from the reputed and experienced Service provider/firm/Supplier/Contractors for Comprehensive Annual Maintenance contract of Desktop Computers, Laptops and Printers, etc for minimum one year to Mission Directorate- RGKA, Department of Sports, Ministry of Youth Affairs & Sports as per scheduled given below:

Date of issue of tender	29.10.2015
Details of contact person	Sh. A. K. Singh Under Secretary to the Govt. of India Mission Directorate- RGKA, Department of Sports, Ministry of Youth Affairs & Sports, Cafeteria Building, Pragati Vihar Hostel, C.G.O. Complex, Lodhi Road, New Delhi-110003 Ph: 011-24361823/19 Fax:011-24361820 E-mail: mdrcka-yas@gov.in, arunkumar.s@nic.in
Last Date & Time for Submission of Bids	18.11.2015 upto 02:30 PM
Opening of Technical bids	18.11.2015 upto 03:00 PM
Date and time of opening of financial bid	Will be communicated to be technically qualified bidders in due course of time

- The tender document containing detailed terms and condition governing the award of contract can be downloaded from the website of Ministry i.e. www.yas.nic.in.
- Mission Directorate-RGKA reserves the right to reject any or all tenders without assigning any reasons whatsoever.

(A. K. Singh)

Under Secretary to the Govt. of India
011-24361823/19

TERMS & CONDITIONS OF THE COMPREHENSIVE ANNUAL MAINTENANCE
CONTRACT (CAMC)

1. SCOPE OF WORK

1.1 Mission Directorate seeks to award Comprehensive Annual Maintenance Contract (CAMC) for Desktop Computers, Laptops and Printers, etc. owned by Mission Directorate-Rajiv Gandhi Khel Abhiyan, Department of Sports, Ministry of Youth Affairs & Sports, Pragati Vihar Hostel, CGO Complex, Lodi Road New Delhi-110003.

1.2 The Comprehensive regular services of the Desktop Computers, Laptops and Printers, etc. and /or replacement of any items necessary for keeping Desktop Computers, Laptops and Printers, etc. of the MD-RGKA, active and free from any defects/disturbance and also on any unscheduled call for corrective maintenance services, taking appropriate measures/steps on time to set right the malfunctioning of the Desktop Computers, Laptops and Printers, etc. The replacement of all spares (excluding consumable) is included under the CAMC. The replacement of the defective spares with good quality and standard spares will be done by the firm without any extra charge of any kind.

1.3 The details of equipments, which are proposed to be covered under this scope of work are given in Clause No. 1.7 in this section.

1.4 All equipment installed in the Mission Directorate can be inspected before quoting rates. Deficiency noticed, if any, may be brought in writing to the notice of the Mission Directorate so that the same is set right by the existing service provider, before handing over to the new firm or charges for rectifications of the faults may be quoted separately.

1.4 Fault intimated and/or noticed after award of the contract shall be rectified by the firm awarded with the contract at no extra cost.

1.5 Response time for maintenance call should not exceed 4 hours. The system down time should not exceed 48 hours from the time at which the complaint was made. If the down time is more than 48 hours, the firm will provide a standby system. In case the system is not repaired or an alternative system not supplied within the period 48 hours from the time of failure report, the Mission Directorate may choose to get the same repaired by or replaced from any other agency and the cost and expenditure incurred there on shall be recoverable from the firm.

1.6 The environment conditions in which the equipment is presently installed are quite satisfactory and the firm shall not raise any condition with regard to the working environments for the equipment covered under CAMC.

1.7 List of equipment (Desktop Computers, Laptops and Printers, etc.) to be covered under CAMC:

Sl. No.	Items	Quantity (Nos.)
1.	Desktop PC	21
2.	Laptop	12
3.	Printer Laser Jet	
	(i) HP 3005dn	6
	(ii) HP P1007	4
	(iii) HP 3050	3
	(iv) Canon LBP2900	2
4.	Document Scanner HP 5590	1
5.	UPS	17

1.8 The calls are received centrally and shall be forwarded to the concerned service engineer by the concerned official of the Mission Directorate and shall be attended immediately on receipt of the same. The firm shall maintain proper Complaint Logbook which will be duly signed by the engineer and the Mission Directorate of the equipment as per the proforma given in Annexure-V.

1.9 Replacement of all defective parts shall be made with branded parts of OEM/equivalent/compatible make only.

1.10 In case any machine or part thereof is required to be taken out to workshop for repair/overhauling, it shall be the responsibility of the service provider to arrange to carry the machine to the workshop. No charges on account of cartage/labour shall be borne by this Mission Directorate. In case the service provider shall provide an alternative machine from their own stock till the faulty machine is repaired and installed back duly repaired, no charges shall be paid for such alternative arrangement.

1.11 It shall be the responsibility of the firm to make all the Laptops, computers and Peripherals etc. work satisfactorily throughout the contract period and to hand over the systems in working condition to the MD-RGKA after expiry of the contract. In case any damage is found, the firm is liable to rectify it even after the expiry of the contract.

1.12 The scope of work also includes maintenance of software procured by Directorate and installed in the computers and peripherals, including additional software purchased during the CAMC period.

1.13 The firm shall also be responsible for deployment of necessary staff for cleaning of all hardware using suitable cleaning material and equipment. Each equipment has to be cleaned once in three months regularly. A register shall be maintained showing cleaning of each equipment.

1.14 The firm shall be responsible for preventive maintenance with virus detection and corrective maintenance of the computers and peripherals under CAMC and also maintenance of software. Quarterly report on this shall be produced to respective officers/Officials of this Directorate, failing which appropriate penalty, by way of fine would be imposed.

1.15 The firm shall maintain the equipment as per manufacture's guidelines and shall use standard and genuine components for replacement.

1.16 The Firm must be specialized in LAN/Wireless troubleshooting and maintenance of desktop/laptops etc.

1.17 A logbook shall be maintained in which the service engineers shall record all the complaints made. All the complaints received shall be attended by them in following manner:-

- i. Minor faults immediately.
- ii. The firm shall be responsible for taking backup data and programme available on PCs before attending the fault and shall be also responsible for reloading the same. The backup copies are to be returned to the users, under acknowledgement.
- iii. The replacement of components shall be as per manufactures instructions and as per the decision of Mission Directorate.
- iv. The firm shall have the required drivers (CDs) for maintaining the PCs and peripherals for configuring them.
- v. All the computer system in the Mission Directorate are connected with Wi-Fi/LAN. The maintenance of internet/LAN connectivity is also included in this CAMC.

1.18 The scope of software maintenance covers-

- (a) Maintenance of all software already installed in the personal computers and peripheral and the software to be installed at later stage.
- (b) Providing basic training on the use of PC to user, if required.

1.19 The rates quoted should also cover the maintenance of operating system, software installation, installation of patches, data backup, pre-emptive actions against virus spread, detection/removal of virus, configuration of internet, troubleshooting of internet problems, configuration of applications (client/server) and connection of computers to projector for presentation, etc.

1.20 The contract shall be on comprehensive basis, inclusive of repairs and replacement of spare-parts without any extra payments.

1.21 The firm shall carry out preventive/corrective maintenance regularly and shall plan, as per schedule of quantities, such that maintenance is carried out in each equipment at least once in three months. A separate logbook should be maintained to record the preventive/corrective maintenance carried out on each equipment.

1.22 The schedule of preventive/corrective maintenance shall be as follows:-



- (a) Cleaning of all equipment and attached peripherals using dry vacuum air, brush soft muslin clothes.
- (b) Running of test programmes to ensure quality print/date reliability.
- (c) Checking of power supply source for proper grounding and safety of equipment,
- (d) Ensuring that the covers, screws, switches etc. are firmly fastened in respect of each equipment.
- (e) Shifting of equipment as and when required.
- (f) Running of diagnostic software for system performance.
- (g) Measurement of the electrical voltages level in different Equipment and their sub-assemblies and adjusting the same, if necessary.
- (h) Checking the flow of air circulation and taking corrective action, if required.

1.23 **BREAKDOWN MAINTENANCE:** The breakdown maintenance services include basic maintenance services to be provided by the Contractor to rectify the fault or breakdown and include carrying out necessary repairs and supply and replacement of faulty and defective parts to the satisfaction of the Mission Directorate.

1.24 New equipment addition will be included in CAMC as soon as the warranty expires or the common date of warranty if the equipment is purchased in lots over the period on pro-rata basis at the start any quarter.

1.25 **SPARE PARTS:** Any spare part required during the corrective or breakdown maintenance will be supplied by the Contractor free of charge. No separate payment will be made by the Mission Directorate for replacement of such Components/ sub-assemblies/etc except fuser assembly/teflon, screen panel, head/media an burnt and broken parts.

2. GENERAL INSTRUCTIONS TO BIDDERS:

2.1 Bidder has submitted tender along with cost of tender document and processing fee of Rs. 1,000/- (non-refundable) in favour of "NSDF-PYKKA" payable at New Delhi and EMD of Rs. 5,000/- in favour of "NSDF-PYKKA" payable at New Delhi. No physical sale of Application form will be done and there is no exemption from payment of cost of tender document and processing fee and EMD and tenders without requisite fees shall not be valid unless otherwise allowed under relevant rules and instructions issued by the Government of India.

2.2 Interested applicants are advised to study the document carefully. Submission of Application shall be deemed to have been done after careful study and examination of the document with full understanding of its implications.

2.3 The Bidder shall bear all costs associated with the preparation and submission of its bid and Mission Directorate will, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the bid process. Each offer shall specify only a single solution which is cost effective and meeting the tender specifications.

2.4 Bidders are neither allowed to join hands to participate in the tender nor allowed to



submit multiple bids. In case of detection of such an attempt, their bid (s) is/are liable to be rejected. Bidding through consortium is not allowed.

2.5 Mission Directorate reserves the right to award the work/cancel the award without assigning any reason. In case of differences, if any, the decision of the Mission Directorate shall be final.

2.6 **Validity of Bid:** Bids shall be valid for acceptance for a period of at least 180 (One Hundred and Eighty) days from the last date of submission of bid. The Bid with lesser validity period is liable to be rejected. However, subject to the validity period of bid being extended further, if required, by mutual agreement from time to time.

2.7 **Acceptance of offer:** Mission Directorate reserves the right to accept any bid under this tender in full or in part, or to reject any bid or all bids without assigning any reason. All responses including financial and Technical bid would be deemed to be irrevocable offers / proposals from the Bidders and if accepted by Mission Directorate, may form part of the final contract between Mission Directorate and Bidder.

2.8 **Excuse from Claim:** The Bidder at no point of time can excuse themselves from any claims by Mission Directorate whatsoever for their deviations in conforming to the terms and conditions, payment schedules, timeframe for implementation etc. as mentioned in Tender document.

2.9 **Adherence to Schedule:** The Bidder has to adhere to the time schedule of activities mentioned in the Tender Document and no request to change the last date or extend period / time for submission shall be entertained by Mission Directorate. However, Mission Directorate reserves the right to extend the date/time for submission of the responses without assigning any reason by notifying in its website.

2.10 **Confidentiality of Process:** Information relating to the examination, clarification, evaluation and comparison of bids, and recommendations for the award of the CAMC shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award of work to the successful Bidder has been announced.

2.11 **Authentication of Bid:** The Bid document should be typewritten and there should not be any overwriting or cutting or interpolation. Signatures and official stamp of bidder's authorized person should be recorded at the bottom on each page of the bid document. The Bid Document shall be signed by a person duly authorized to bind the organization to the Contract. A duly stamped Power-of-Attorney accompanying the Bid Document shall support the letter of authorization. The person signing the Bid Document shall sign and stamp at the bottom all pages of the Bid Document and each page of the bid document should be properly numbered and submitted as a package along with forwarding letter on bidder's letter head. Any correction/ overwriting/ cutting/use of whitener etc. will lead to rejection of the Bid. All the Bidders have to abide by all the terms and conditions mentioned in this Tender document.

2.12 **Opening of Technical Bids:** Mission Directorate will open technical bid as per schedule. The bidder may depute their representative for the event. The Bidders' representatives who are present shall sign a register evidencing their attendance. Even if no representative of the bidder is available, the Bids would be opened as per schedule. In the event of the specified date of Bid opening/presentation being declared a holiday for Mission Directorate, the Bids shall be opened at the appointed time and location on the next working day.



2.12 **Opening of Financial Bids:** Financial Bids will be opened and compared after the technical evaluation of bids. The financial bids will be opened for the shortlisted technically qualified bidders only. The name of Bidder, bid prices of each Bid, shall be announced by Mission Directorate during opening of financial Bid.

2.13 **Clarification of Bids:** To assist in the examination, evaluations and comparison of bids, Mission Directorate may, at its sole discretion, ask the Bidder for clarification on the Bid submitted. The request for clarification and the response shall be in writing by post or email or by facsimile. If the response to the clarification is not received before the expiry of deadline prescribed in the request, the Bid shall be rejected. No representation in this regard would be entertained after rejection of the Bid.

2.14 **Completeness of Bids:** Mission Directorate will examine the Bids to determine whether they are complete, whether they meet all the conditions of the Tender Document and Technical Specifications, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the Bid Documents are substantially responsive to the requirements of the Tender Document. Information must be furnished in comprehensive manner against each column of Bid Document.

2.15 **Rectification of Errors:** Bidders are advised to exercise greatest care in entering the pricing figures. No requests regarding correction of mistakes in the financial bids will be entertained after the bids are opened. If any interlineations, erasures, alterations, fluid-marking, additions or overwriting are found, the bid shall be rejected summarily. Arithmetic errors in bids will be considered as follows:

(a) In case of a discrepancy between the prices/rates in figures and words, the prices/rates in the words will be considered. If the bidder does not accept the correction of errors, his/her bid will be rejected.

(b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the evaluation, there is obviously a gross error such as a misplacement of a decimal point, in which case the line item total will govern or whichever is logically correct.

(c) Notwithstanding the above, the decision of the Evaluation Committee of MD-RGKA shall be final and binding.

2.16 **Rejection of Bid:**

(a) The Bids shall be submitted in the form of typed document in original. Bids submitted by Telex, fax or email would not be entertained. Any condition put forth by the Bidder not conforming to the Tender Document requirements shall not be entertained at all and such bid shall be rejected.

(b) Bid may be rejected at any stage of the evaluation if it is found that the company has provided misleading information or has been blacklisted by a central or any state government or has indulged in any malpractice/ unethical practice and has not honoured contractual obligation elsewhere.



(c) If the bidder deliberately gives incorrect or misleading information in their tender or wrongfully creates circumstances for the acceptance of the tender, Mission Directorate reserves the right to reject such a bid at any stage.

(d) A bid that does not meet all pre-qualification criteria or is not responsive shall be rejected by Mission Directorate and will not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or any reservation by the Bidder.

(e) Even though bidder may satisfy the qualifying criteria, it is liable to disqualification if it has record of poor performance or not able to understand the scope of work etc.

2.17 **Undertaking for reasonableness:** The bidder will give an undertaking with financial bid that to the best of their knowledge and belief:

(a) Tendered rates are at par with the prevailing market rates and not more than the price usually charged of same nature/class or description from any private purchaser either foreign or as well as Government purchaser.

(b) In respect of indigenous items for which there is a controlled price fixed by law, the price quoted are not higher than the controlled price.

3. **COST OF BIDDING:** The Bidders shall be responsible for all of the costs associated with the preparation of their bids and their participation in the bidding process. Mission Directorate will not be responsible or in anyway liable for such costs, regardless of the conduct or outcome of the bidding process.

4. **RIGHT TO ACCEPT AND TO REJECT ANY OR ALL BIDS:** Notwithstanding anything contained in this tender, Mission Directorate reserves the right to reject/cancel/terminate the bidding process and reject all bids without assigning any reason whatsoever, at any time, prior to signing the contract and Mission Directorate shall have no liability for above-mentioned actions.

5. ELIGIBILITY CRITERIA

5.1 Bidder shall be an Indian Company/firm engaged in maintenance of Desktop Computers, Laptops and Printers, etc. for last three years in Delhi/NCR and having its office in Delhi/NCR (copy of proof may be enclosed).

5.2 Bidder must have executed at least 5 work orders of similar work (i.e. maintenance of Desktop Computers, Laptops and Printers, etc.) in preceding 3 financial years (i.e. 2012-13, 2013-14 and 2014-15) in Govt./PSU/Reputed organization, out of which one work order/PO should be of value of Rs 1.0 lakh or more for similar job (Annexure - II). Documents to this effect i.e. Completion Certificate or Copy of PO or any other supporting document (like release of payment, invoice etc.) must be submitted in support of the above.



5.3 Customer satisfactory certificate (at least 05 Nos. of Copy) issued by the clients (by Govt. Deptt. only).

5.4 The Bidder also must have expertise and experience in LAN/Wireless troubleshooting. The bidder should have executed satisfactorily minimum one Annual Maintenance Contract of more than 30 Computers connected via LAN/Wireless under Linux/Window environment for at least two years consecutively.

5.6 Bidder should have valid Registration No. of Sales Tax/VAT/Service Tax, whichever is applicable;

5.7 Bidder should have copy of PAN/TIN No. (Copy of proof may be enclosed);

5.8 The bidder shall submit all necessary documentary evidence to establish that the Bidder meets the above qualifying requirements. Bidders, who fail to meet these criteria and/or to submit requisite supporting documents/documentary evidence, shall be liable for summary disqualification.

5.9 Mission Directorate reserves the right to carry out any other capability assessment of the Bidders and Mission Directorate's decision shall be final in this regard.

5.10 The bidder should furnish the above mentioned information in the format given in (Annexure - I).

6. **PAYMENT TERMS & CONDITIONS:** The payment to the Contractor for the maintenance services provided under the contract (subject to deduction of liquidated damages)/ penalty if any, will be made by MD-RGKA in quarterly installments on the completion of the quarter and on completion/submission of following documents:

(i) Submission of certificate by the Contractor obtained from MD-RGKA to the effect that maintenance services during the quarter has been provided satisfactorily in accordance with the contract during the quarter.

(ii) Submission of bill/invoice by the Contractor for the payment due to him/her.

Note: The payment shall be made after receipt of bill/invoice in Mission Directorate. The requisite details to release payment will be asked for from the successful bidder at the time of award of contract.

7. **PERIOD OF MAINTENANCE:** The period of Comprehensive Annual Maintenance Contract shall be for one year unless terminated by any of the clauses included in this Contract. The Maintenance Contract can be further extended from time to time on the basis of satisfactory services provided by the Contactor at the discretion of the Mission Directorate.

8. **Reservation of Rights:**

i. Mission Directorate's reserves the right not to consider any condition that in



the sole discretion of Mission Directorate, is found unacceptable.

ii. If in Mission Directorate opinion, certain conditions are acceptable, in whole or in part, the same shall be finalized by Mission Directorate and the accepted conditions will be made available on website (<http://www.yas.nic.in>).

iii. In respect of suggestions / alterations proposed, Mission Directorate may consider them and the result will be published on website (<http://www.yas.nic.in>).

iv. If Mission Directorate deems it appropriate to revise any part of this Tender Document or to issue additional data to clarify an interpretation of the provisions of this Tender Document, it may issue supplements to this Tender Document only on www.yas.nic.in. Any such supplement shall be deemed to be incorporated by this reference into this tender.

v. In order to allow bidders a reasonable time to take the amendment(s) into account in preparing their bids, Mission Directorate, at its discretion, may extend the deadline for the submission of bids, and the extended date will be displayed on the website (<http://www.yas.nic.in>).

9. INSPECTION:

9.1 The Bidders are at liberty to visit the office of Mission Directorate for any query between 1130 hrs and 1300 hrs and 1430 hrs to 1630 hrs on all working days, one day before the last date of submission of bids.

9.2 It is in the interest of the Bidders to fully inform themselves about Desktop Computers, Laptops and Printers, etc. installation site, its environment and the condition of the items, for which maintenance services have been covered under the Scope of Work, which may have any effect on the maintenance services or on the supply and replacement of faulty and defective parts to be provided under the Scope of Work.

10.0 SUBMISSION OF BIDS: The bidder shall use the following format to submit the response:

(a) The documents of the Technical Bid shall be placed in sealed envelope clearly marking "Technical Bid for Comprehensive Annual Maintenance Contract".

(b) The financial Bid shall be placed in separate sealed envelope clearly marking it as "Financial Bid for Comprehensive Annual Maintenance Contract".

(c) The above two envelopes shall be placed in third envelope, which shall also be appropriately sealed and marked as "Bid for Comprehensive Annual Maintenance Contract".

(d) Documents to be enclosed with the Technical and Financial Bid: The documents shall be as per the below mentioned checklist;

(1) Cover 1 (Technical Bid) should contain the following:



- i) Tender documents duly completed, signed & stamped on each page but without indicating the price and each page of the bid document should be properly numbered.
 - ii) EMD as prescribed in the form of crossed Demand Draft/Banker's Cheque in favour of "NSDF-PYKKA" payable at New Delhi.
 - iii) Cost of Tender Document and Processing Fee in the form of crossed Demand Draft/Banker's Cheque in favour of "NSDF-PYKKA" payable at New Delhi.
 - iv) Supporting documents in respect of Eligibility Criteria.
 - v) Performance certificate of last 3 years.
 - vi) Proof regarding past performance of the similar work/services & list of clients.
 - vii) Pre-receipted challan for refund of EMD.
- (2) Cover 2 (Financial bids) should contain the following:
- i) Financial bid containing documents like Annexure-III and marked as "Financial Bid for Comprehensive Annual Maintenance Contract for Desktop Computers, Laptops and Printers, etc." and bearing the NIT reference no., Name, Telephone No., E-mail and fax no. of the bidder.
 - ii) Rates must be clearly written in figures as well as in words.
 - iii) There should not be any cutting/overwriting.
 - iv) The bidder shall submit the financial bid in format prescribed in Annexure-III.
 - v) The bidders should quote their most competitive prices/rates. All prices/rates should be clearly written both in figures and in words. Failure to write prices/rates both in figures and in words shall render the bid liable for rejection. Bidders should ensure that there is no alteration/correction in the prices/rates submitted by them.
 - vi) In case of a discrepancy between the prices/rates in figures and words, the prices/rates in the words will be considered. If the bidder does not accept the correction of errors, his/her bid will be rejected.
 - vii) The prices/rates quoted shall be firm throughout the period of the validity of the offer and subsequently during the currency of the contract and shall not be subject to any variation/revision.
 - viii) All pages of the bid being submitted must be sequentially numbered by the bidder and shall be initialled by the Authorized Representative of the bidder.
 - ix) The financial bid should be furnished, clearly and separately indicating both the unit price and total bid price in both figures and words, in Indian Rupees, and signed

by the bidder's authorized signatory. In the event of any difference between figures and words the amount indicated in words shall be taken into account. The price quoted shall be firm and final and shall be inclusive of all taxes, duties, fees, levies and other charges as may be applicable to the activities proposed to be carried out.

x) The prospective bidders may arrange to hand deliver the sealed envelopes at the address mentioned at page no 1 before the bid closing date and time. The hand delivered tenders are to be dropped in tender box, which is placed in the office premises at the reception. The bidders may also send bid by registered post so as to reach at the address mentioned in page no 1 before bid closing date and time.

xi) There will be no negotiation regarding the financial bid.

Note: The bidder shall effectively communicate the solution and shall cover all the requirements as given in the Tender Document.

- In case, any bidder encloses the financial bid within technical bid, the same shall be rejected summarily.
- Submission of Technical Bid and Financial Bid in any other format may result in invalidation of such bids. Bid once submitted cannot be modified.
- Reproduced / re-word-processed formats or Bidder own formats for the price bids will disqualify the tender. However the Bidder can reproduce exactly the same format for clarity in filling due to shortage of space.
- All information called for in the enclosed Annexure should be furnished against the respective columns in the forms. If information is furnished in a separate document, reference to the same should be given against respective columns in such cases.
- If any particular query is not applicable, it should be stated as "Not Applicable".
- Not giving complete information called for in the tender forms or not giving it in clear terms or making any change in the prescribed Annexure or deliberately suppressing the information may result in the bidder being summarily disqualified.
- If the envelopes are not sealed and marked as required, Mission Directorate will assume no responsibility for the Bid's misplacement or premature opening.

(e) **Late Bids:** Any Bid received by Mission Directorate after the deadline for submission of Bids prescribed in this document, will be summarily rejected and returned unopened to the Bidder. Mission Directorate shall not be responsible for any postal delay or non-receipt / non-delivery of the documents. No further correspondence on this subject will be entertained.

11. EVALUATION OF BIDS

11.1 The Mission Directorate will evaluate and compare the Bids.

11.2 The Bids submitted by the Bidders which do not meet the qualifying requirements as per Clause 5 will be treated as non-responsive and maybe rejected.

11.3 The Bids shall be compared on the basis of total amount (based on the unit rate quoted by the bidder and the quantity mentioned in the price bid) quoted by the Bidder for the entire Scope of Work defined in the scope of work clause 1.

12. AWARD CRITERIA

12.1 The Mission Directorate will award the contract to the bidder whose bid has been determined to be complete in all respect i.e. determined as substantially responsive to the qualifying requirements mentioned in clause 5 and lowest in price (L1).

12.2 In case the lowest evaluated bid is tied with two or more bidders, the work experience (mentioned in clause 5.2) of the bidder in executing no. of work orders in a year will be considered for evaluation.

13. **AWARD AND SIGNING OF CONTRACT:** Mission Directorate shall notify the successful bidder (referred to as the 'Contractor') in writing by registered letter or by fax or e-mail, that its bid has been accepted.

14.0 EARNEST MONEY DEPOSIT/PERFORMANCE SECURITY DEPOSIT:

14.1 Earnest Money Deposit (EMD):

(a) The bidder should enclose EMD of ₹5,000/- (Rupees Five Thousand only) in the form of a Crossed Demand Draft/Banker's Cheque drawn on any commercial bank in favour of "NSDF-PYKKA" and payable at New Delhi, with the Technical bid. There is no exemption from payment of EMD and tenders without requisite fees shall not be valid unless otherwise allowed under relevant rules and instructions issued by the Government of India.

(b) The bids without EMD shall be summarily rejected.

(c) **Forfeiture of EMD:** The EMD will be forfeited:

(i) If the bidder withdraws the bid after quoting and submission / acceptance;

(ii) If the bidder withdraws the bid, or unilaterally amends, impairs or rescinds the offer before the expiry of the validity period of the bid or within the timeframe of extension given by Mission Directorate in special case communicated before the expiry of the bid;

(iii) If the bidder fails to comply with any of the provisions of the terms and conditions of the bid specification;

(iv) If the selected bidder fails to execute agreement in prescribed format and furnish the bank guarantee within the prescribed time.

(d) No interest will be paid by Mission Directorate on the amount of EMD.

(e) Proper notice will be given to the Bidder with reasonable time before EMD is



forfeited.

(f) Forfeiture of EMD shall be without prejudice to any other right of Mission Directorate to claim any damages as admissible under the law as well as to take such action against the Bidder such as severing future business relation or blacklisting, etc, as may be deemed fit.

(g) **Refund of EMD**

(i) The successful bidder shall be required to deposit Performance Bank Guarantee equivalent to 10% of contract value to Mission Directorate before release of his EMD.

(ii) Earnest money will be returned to unsuccessful bidders without interest within 30 days after award of contract or setting aside the tender, as the case may be.

14.2 Performance Security Deposit:

(a) The successful bidder shall, within 10 days of receipt of 'Notification of Award'/'Letter of Award' from Mission Directorate, shall furnish an "Performance Security Deposit" in the form of an unconditional bank guarantee in the format prescribed in Annexure -V, for an amount of 10% (Ten percent) of the bid price along with acceptance of the CAMC.

(b) The Performance Security Deposit shall remain valid for a period of sixty days beyond the date of completion of contract.

(c) The Performance Security Deposit shall be issued from any scheduled bank.

(d) Failure of the successful bidder to comply with the requirements of Clause 14.2(a) shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD, in which case the Mission Directorate may make the award to the next lowest evaluated bidder or call for new Bids.

(e) EMD will be refunded to the successful bidder on receipt of Performance Security.

(f) The proceeds of the Performance Security deposit shall be payable to the Purchaser as compensation for any loss (including loss of opportunity, time or cost) resulting from the Bidder's failure to comply with its obligations under the Contract.

(g) The Performance Security Deposit shall be refunded after 60 days of the expiry of contract.

(h) Performance Security Deposit shall be forfeited/invoked in the following cases: -

- i. When any terms and condition of the contract is breached.
- ii. When the Bidder fails to provide deliverables after partially executing the purchase/work order or vendor fails to fulfill its obligation under the contract.



(i) No interest will be paid by Mission Directorate on the amount of performance security Deposit.

(j) Proper notice will be given to the Bidder with reasonable time before Performance Security Deposit is forfeited.

(k) Forfeiture of performance security deposit shall be without prejudice to any other right of Mission Directorate to claim any damages as admissible under the law as well as to take such action against the Bidder such as severing future business relation or blacklisting, etc as may be deemed fit.

15. ACCESS TO CONTRACTOR'S of DIRECTORATE PREMISES:

On receipt of a complaint, the Contractor and/or his authorized representative shall be provided access to Mission Directorate's premises, at all working days during the contract period for maintenance, repair, inspection, testing etc.

16. REMOVAL OF DEFECTIVE ITEMS AND REPLACEMENT:

Being a Government Organization, no equipment will be allowed to be taken out of the premises without prior permission. All repair and replacement job should be done within the premises. In case if any equipment is required to be taken out of the premises, Contractor should co-ordinate with the Mission Directorate to justify the reason for taking out the equipment and proper Gate Pass should be made to do so. Contractor must ensure that in any case no storage media (e.g. HardDrive, CDs, Pen Drive etc.) is taken out of the premises. In case defective Hard Disk etc. is replaced, the media must be destroyed in presence of the Mission Directorate and Contractor must ensure that no data is retrievable from the media.

17. DOWNTIME CALCULATION AND PENALTY:

17.1 For down time calculation, the day on which a complaint is logged will not be taken as part of downtime. Also if the user is not able to hand over the system to the Engineer for maintenance purpose, such time will not be considered for the downtime penalty after proper verification.

17.2 Penalty for completing the service complaints after the time as indicated in Service Assurance will be as follows:

Priority Services: Rs.250/- per day

All other cases: Rs.100/- per day

(For other cases maximum acceptable downtime will be 5% averaged over a period of one quarter (03 months). Downtime will be calculated on the basis of eight working hours per working day.

18. MISCELLANEOUS

18.1 **SUB-LETTING:** The contractor should not assign or sublet whole or any part of the contract to any other agency in any form. Any such eventuality shall result in termination of the contract and forfeiture of the performance security.



18.2 INFORMATION PROVIDED BY THE MD-RGKA: All drawings/ data/ documentation/ Operating System CD/Device Drivers that are given to the Contractor by the Mission Directorate for the AMC shall be the property of the Mission Directorate. The Contractor shall not make use of any of the above documents for any other purpose at any time except for the purpose of executing the work order to the Mission Directorate. The Contractor shall not disclose above information to any person, firm corporate body and/or authority and shall use all endeavors to ensure that the above information is kept confidential.

18.3 PATENT RIGHTS: Use of any copied/pirated/application/ device driver software is strictly prohibited. Royalties and fees for patents covering material/equipment or process used in executing the AMC shall be to the account of the Contractor. In the event, any equipments/subassembly/spare part/module or part thereof supplied by the Contractor is involved in any suit or other proceedings held to constitute infringements, and, its use is enjoyed, the Contractor, shall at his own expenses, either procure for the Mission Directorate the right to continue the use of such equipment/ material or replace it with a non-infringing equipments/ subassembly/spare part/ module or modify it so that it becomes non-fringing.

18.4 COMPLIANCE OF REGULATIONS

18.4.1 The Contractor shall warrant that all spares/sub-assemblies/modules supplied and replaced are of best quality and in original sealed pack of OEM and as per part no/ specification/ trade mark laid down for them. In case there is no standard or approved supply for any material, the supply shall be of the best quality and description obtainable in India. The decision of Mission Directorate regarding accepting the items will be final.

18.4.2 The Contractor should use only OEM pack Operating System and Device Drivers wherever installation is required. In any case no copied/pirated software shall be installed in any computer.

18.5 TAXES AND DUTIES:

18.5.1 All the Bidders are requested to familiarize themselves with the laws, rules and regulations prevailing in India and consider the same while developing and submitting their Proposal.

18.5.2 All Duties, Sales Tax and other levies payable by the bidder on goods, equipments, components, Sub-assemblies, raw materials& any other items used for their consumption or dispatched directly to Mission Directorate by the contractor or their sub-suppliers shall be included in the bid price & any such taxes, duties, levies additionally payable will be to bidder's account & no separate claim on this account will be entertained by the Mission Directorate.

18.5.3 Mission Directorate shall be entitled to deduct applicable tax (if any) at source as per Indian Laws from all payments due to the Contractor under the contract.



18.5.4 As regards the Indian Income Tax, surcharges on Income Tax and any other Corporate tax, Mission Directorate shall not bear any tax liability, whatsoever, irrespective of the mode of contracting. The Contractor shall be liable and responsible for payment of all such taxes, if attracted under the provisions of the law. In this connection, attention of Contractors is invited to the provisions of Indian Income Tax Act and the circulars issued by the Central Board of Direct Taxes, Government of India.

18.5.5 If any rates of taxes/ duties/ levies (hereinafter called 'Tax') are increased or decreased, a new Tax is introduced, an existing Tax is abolished or any change in interpretation or application of any Tax occurs in the course of the performance of Contract, which was or will be assessed on the Contractor in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to fully take into account any such change by addition to the Contract Price or deduction therefrom, as the case, may be. However, these adjustments would be restricted to direct transactions between the Mission Directorate and the Contractor and not on procurement of equipments/ sub-assembly/ spare part/module etc by the Contractor and shall also not be applicable on the bought out items dispatched directly from sub Contractor's works to site.

18.6 LAW AND PROCEDURE:

18.6.1 **APPLICABLE LAW:** The law which is to apply to the Contract and under which the Contract is to be constructed shall be Indian Law. The Courts of Delhi shall have exclusive jurisdiction in all the matters arising in the Contract including execution of Arbitration Award.

18.6.2 **ACCEPTANCE OF TERMS AND CONDITIONS:** The Bidder must confirm his acceptance of the terms and conditions mentioned herein above and the enclosed documents. In case any clause is not acceptable to the Bidder, the same should be specifically brought out during pre-bid meeting with categorical confirmation that all other clauses are acceptable to the Bidder. If no mention is made in this regard, it shall be presumed that all clauses mentioned herein above are acceptable to the Bidder.

18.7 **FORCE MAJEURE:** If at any time, during the continuance of the contract, the performance in whole or in part by either party of any obligation under the contract is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or acts of God (hereinafter referred to as "events"), neither party shall, by reason of such event, be entitled to terminate the contract, nor shall either party have any claim for damages against the other in respect of such non performance or delay, provided the performance is resumed as soon as practicable after such event has come to an end or ceased to exist. The decision of Mission Directorate as to whether the performance has so resumed or not, shall be final and conclusive, provided further, that if the performance in whole or in part or any obligation under the contract is prevented or delayed by reason of any such event for a period exceeding 30 days, the Mission Directorate may at its option, terminate the contract without any obligation to compensate the Contractor.

18.8 In case of any dispute or issues relating to interpretation of this Contract, the decision of Mission Directorate shall be final and binding on the Contractor.

18.9 Mission Directorate may, in its sole discretion, also decide to terminate the contract, upon which the Contractor shall be eligible to payment of remuneration for the services satisfactorily performed prior to the effective date of termination and reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

18.10 **COMPLETION OF CONTRACT:** Unless otherwise terminated by the provisions of any other relevant clause, the Contract shall be deemed to have been completed on the completion of the Period of AMC for all equipment specified in the Contract or at the completion of extended Period of AMC for all equipment if such an extension has been communicated in writing by Mission Directorate to the Contractor.



(A. K. Singh)

Under Secretary to the Government of India

Phone: 011-24361823/1819

Details of the bidder

a.	Name of the firm, address, telephone and fax nos.:	
b.	E-mail address:	
c.	Name of the Contact Person Telephone/Mobile No. :	
d.	Name of the Bank (with full Address):	
e.	Bank Account No.: (Enclose an unsigned cheque duly cancelled)	
f.	PAN No.:	
g.	TIN No.:	
h.	Service Tax No. :	
i.	Details of Earnest Money Deposit Name of the Bank: Banker's Cheque No. & Date:	
j.	Details of cost of tender document and processing fee Name of the Bank: Banker's Cheque No. & Date:	



ANNEXURE- II

List of major clients for Comprehensive AMC for Desktop Computers, Laptops and Printers

Sl. No.	Name of the organization, Contact person & Telephone No.	Work order No. & Date	No. of Desktop & Laptop computers being maintained	Total Amount

No. of Desktop Computers, Laptops and Printers maintained in Delhi/NCR in the F.Y.2012-13 (Approx. nos.)

No. of Desktop Computers, Laptops and Printers maintained in Delhi/NCR in the F.Y.2013-14 (Approx. nos.)

No. of Desktop Computers, Laptops and Printers maintained in Delhi/NCR in the F.Y.2014-15 (Approx. nos.)



FORMAT FOR QUOTING RATES FOR AMC FOR DESKTOP COMPUTERS, LAPTOP
AND PRINTERS

Sl. No.	Desktop Computers, Laptops and Printers	CAMC rate per unit per annum (Rs.)
1.	Desktop PC	
2.	Laptop	
3.	Printer Laser Jet	
	(i) HP 3005dn	
	(ii) HP P1007	
	(iii) HP 3050	
	(iv) Canon LBP2900	
4.	Document Scanner HP 5590	
5.	UPS	


21.12.14

PROFORMA FOR BANK GUARANTEE TOWARDS PERFORMANCE SECURITY
DEPOSIT

(To be stamped in accordance with Stamp Act)

(From any scheduled bank)

To:

_____ (Name of the Owner)
_____ (Address of the Owner)

Whereas, «Insert name of the contractor and address» (hereinafter called "the Contractor") has undertaken, in pursuance of contract no. «Insert contract no.» dated. «Insert date» to provide services for Comprehensive Annual Maintenance of Desktop Computers, Laptop and Printers to Mission Directorate-RGKA (hereinafter called "the Owner")

And whereas it has been stipulated by in the said contract hat the Contractor shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, «Name of the Bank» a banking company incorporated and having its head/registered office at «address of the registered office» and having one of its office at «address of the local office» have agreed to give the Contractor such a bank guarantee.

Now therefore, we hereby affirm that we are Guarantors and responsible to you, on behalf of the Contractor, upto a total of Rs. «Insert value» (Rupees «insert value in words» only) and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. «Insert value» (Rupees «insert value in words» only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification or the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.



This guarantee shall be valid until 60 days from the date of expiry of the Defects Liability Period.

Signature and seal of the Guarantor

Name of the Bank _____

Address _____

Date _____

1. An amount shall be inserted by the Guarantor, representing the percentage of the contact Price specified in the contract and denominated in Indian Rupees.

A handwritten signature in black ink, appearing to be a stylized name followed by the word "Guarantor" written in a smaller, less legible script.

Complaint Logbook

Department Name: Mission Directorate- RGKA, Department of Sports, MYAS

Sl. No	Date/ Time	Machine Name	Number	Brief Problem of machine	Complaint Number obtained from APMC Service Provider	Signature	Status of Machine	Details of Complainant	Date/ Time	Signature of Service Engineer

Signature of Authorized official

