No. No.D-19016/02/2017-Admn.(L&DO)/ loq
Government of India
Ministry of Housing and Urban Affairs
Land & Development Office
Administration Section

Dated 7 February 2020.

NOTICE INVITING RE-TENDER

Sub:- Quotation for AMC for maintenance, contract maintenance (i.e. Hardware & Soft ware of the Computer, Severs, Printer Lap Top Scanner, UP (comprehensive with parts) etc in the Land & Development Office for the period from February/March 2020 to February/March 2021

Sealed quotations are invited from registered/ reputed firms for award of annual maintenance contract for repair, replacement, Providing & fixing for all kinds of steel and wooden furniture etc. (all inclusive/Taxes) in Land & Development Office, Nirman Bhawan for one year during 2020-21, on the terms and conditions mentioned at Annexure-I. Firms interested to undertake the above mentioned work, may please submit sealed quotations addressed to Land & Development Office, Nirman Bhawan, New Delhi-110001 and deposit the same in Admn. Section, Room No.635 'A' Wing, latest by 3.30 PM on 21.02.2020. The bids will be opened at 4.00 PM on 21.02.2020 in Sr. Accounts Officer's room no. 615 'A' Wing, Nirman Bhawan, New Delhi-110001. The quotations should be accompanied with 'Earnest Money' of Rs. 20,000/- (Rupees Twenty Thousand only) through e-payment/RTGS/NEFT, net banking in receipt A/C N007010200032948 Axis Bank IFSE Code UTIB0000007 in favour of PAO(Sectt.) must accompany the quotation letter Quotation received without Security Deposits' money will not be considered. Security Deposits money received from the Tendered will be returned to unsuccessful bidders without interest immediately after the process of selecting the awardee is over the other requisite document mentioned above shall be accompanied with quotation letters.

The envelop should be subscribed "QUOTATIONS for Repair/replacement/Maintenance of Computer, Severs, Printer Lap Top Scanner, UP (comprehensive with parts) IN LAND & DEVELOPMENT OFFICE FOR THE PERIOD FOR ONE YEAR DURING 2020-2021."

Yours faithfully,

Podrasky (1 (S.Padmanabha)

Dy. Land & Development Officer

1. Computer Cell NIC, L&DO for publishing the invitation for quotation in L&DO website.

2. Notice Board for (L&DO).

TERMS & CONDITIONS FOR CAMC MAINTENANCE COMPUTER, SERVER, LAPTOP, TOUCH SCREEN KIOSK, PRINTERS AND PERIPHERALS IN LAND & DEVELOPMENT OFFICE (L&DO) NIRMAN BHAWAN, NEW DELHI

CONTRACT:

To be agreed to maintain systems, printers and peripherals as listed in <u>Annexure-A</u> in accordance with the provisions laid down in the contract, at yearly charges as given in the contract. The list in <u>Annexure-A</u> is indicative. The actual number of equipments may differ.

CONTRACT PERIOD:

For the equipment under maintenance with the Agency, the AMC will be valid for the period-----

SCOPE AND SERVICES:

To be agreed to provide the following services under the contract to keep the Computers systems, printers & peripherals in good working order.

- A. Scheduled Preventive Maintenance (PM) once in **Three Months** and dusting & cleaning (outside) once in **six months** for all systems and printers as detailed in <u>Annexure-B</u>. PM should not be clubbed with corrective maintenance. The Agency would submit these call sheets/ PM reports to L&DO. In case the Agency fails to submit PM reports, penalty clause will apply.
- B. Unscheduled, on call corrective and remedial maintenance service to set right the malfunctions of the system. This includes replacement of unserviceable parts. The parts replaced will be new branded parts with warranty. Whether a defective item or components is to be replaced or repaired may be decided at the discretion of the Agency. In case of a part, the defective part removed from the system will become the property of L&DO.
- C. Operating System (OS) Support: This contract is comprehensive inclusive of OS support on all the systems covered under this contract. Any problem related with OS maintenance, reloading of OS with all device drivers, OS upgrade, device drivers, System configuration and network configuration will be attended and rectified by the Agency. All required device drivers will be provided by the Agency. For OS up gradation L&DO will provide a set of OS upgrade software.
- D. Anti Virus Software (AVS) Support: This contract includes the Anti virus software support on the systems covered under this contract. Any problem related with System Virus will be attended and rectified by the Agency. The Agency will update the anti virus software as and when required and also during preventive maintenance of the systems.
- E. System and Printer maintenance shall not include the consumables namely, Toner, Cartridge and Drum. Where as, this contract includes the parts like plastic parts, Fuser unit and other transfer belt, mouse, keyboard etc. These parts should be branded and of good quality.
- F. A qualified resident engineer shall be provided by the Agency on all working days during the working hours to attend to on-site corrective / remedial maintenance. The certificates of academic and technical qualifications along with work experience of the engineer should be produced.

TERMS:

- A. The contract may be renewed for further periods of one year with same terms and conditions, provided L&DO is satisfied with the services of the Agency or on the terms & conditions mutually agreed by L&DO and the Agency. Either party can terminate the contract at any time by giving three months notice in writing.
- B. System and Printer maintenance shall not include the consumables and supply items such as ribbons, media like magnetic tapes, cartridges, printer bands, floppy diskettes, computer stationery, CDs & toner cartridges for all laser printers the Agency engineers will install printer head for Dot Matrix printers however the printer heads will be supplied by the Agency. Laser Printer maintenance charges include all parts including fuser assembly for all laser printers.
- C. New equipment purchased will be included in AMC as soon as warranty expires or after the expiry of the common date of warranty, if the equipment is purchased in lots over a period. This will be done through an Addendum signed by L&DO and the Agency.
- D. The new upgrade items (Memory, HDD, MM Kit etc.) purchased from any vendor will be included in AMC with the Agency as soon as warranty expires or after the expiry of the common date of warranty of upgraded items, if the items are purchased in lots over a period. This will be done through an Addendum signed by L&DO and the Agency.
- E. For down time calculation, the day on which call is lodged will not be taken as part of downtimes if the complaint is lodged upto 4:00 PM on any working day. Also if the user is not able to hand over the system to the Agency Engineer for maintenance purpose, such time will not be considered for the down time penalty after proper verification.
- F. In case of intermittent failures and repetitive problems due to improper diagnosis or repair, the system will be treated as continuously down.
- G. The contract extends only to problems arising out of normal functioning of equipment and the contract does not cover break down or services or spares cost, arising out of damages caused due to fire, theft, riots, accidents, earthquakes, storm and other natural calamities.
- H. L&DO will keep a record of machine failure including the nature of failure, date and time of booking the complaint (at mutually agreed location), when the machine was made up and the total down time. This record will be signed by the Agency service engineer and L&DO representative. Format for keeping this record will be as per the Annexure-C. This can be done through the complaint register.
- I. L&DO personnel will be responsible for operating the systems, printer and terminals, During the period of contract, L&DO will only restrict the operational activities and will not repair/ maintain any equipment.
- J. The equipment will be handed over back to L&DO after the AMC period in good working condition along with the satisfaction certificate issued by the concerned user.
- K. Any new hardware will be brought into maintenance through a written intimation or the Addendum. The new hardware will be inspected by the Agency and its maintenance will be taken up after acceptance of the same. Incase L&DO decides to upgrade any system, the same would be taken out of this contract with minimum one month's notice period.
- L. To monitor the maintenance activity and to discuss other related matter, a weekly meeting between L&DO and the Agency will be held at L&DO, New Delhi.
- M. Any damage to the system when the system gets burnt due to site problem would not be covered under the contract and it will be discussed mutually on case to

- N. The contract is made for L&DO computer systems, printers and peripherals only. Any system / peripheral out of L&DO does not cover under the contract.
- O. The yearly charges shall be inclusive of all taxes and nothing shall be paid extra.

PENALTY:

A. DOWN TIME PENALTY:

Penalty for completing the calls after the time as indicated in clause 'E' of 'Terms' will be as follows:

(For downtime penalty, Pentium based systems have been categorized as having Critical & Non critical components. In all these systems Floppy Disk Drive constitute as Non Critical Components. For these non critical components, Penalty will be Rs. 75/- Per working day).

- 1. Rs. 500/- Per Working day per Server
- 2. Rs. 100/- Per Working day per P-II/III/IV Client.
- 3. Rs. 50/- Per Working day for Mouse / Keyboard
- 4. Rs. 500/- Per Working day for Colour Laser printer
- 5. Rs. 300/- Per Working day for all LAN printers
- 6. Rs. 100/- Per Working day for all other printers

Note:

- 1. Maximum Penalty per day will be limited equal to penalty of system / printer (whichever is more), if the system and attached DMP/Ports are down at the same time
- 2. For OS & AVS support System, penalty will be charged in full only when system is fully not working. If any command line or file is not working in a system, no penalty will be charged.
- 3. Whenever the system and printer cannot be repaired on site within the specified limits, the vendor will have the option to provide an alternate equipment of matching specification which will be replaced within the period of maximum 15 days with the equipment of same make/ model. But in case of computer system, the original CPU will be restored. Failing to this replacement, penalty clause will apply.

B. PREVENTIVE MAINTENANCE (PM) PENALTY:

Penalty on failure of scheduled PM would be as follows:

- 1. Rs. 550/- Per PM for Server System and Colour Laser Printer.
- 2. Rs. 150/- Per PM for Client System.
- 3. Rs. 350/- Per PM for LAN Printer.
- 4. Rs. 150/- Per PM for other Printer.

PAYMENT TERMS:

The payment will be released quarterly. For the purpose of contract quarter synchronizes with the calendar quarter. The Agency will submit quarterly bill along with the downtime statement within one week of completion of the quarter. Administration section of L&DO will reconcile this and release the payment within **3** weeks of completion of the quarter. However, if due to any reasons,

the Admn. section is unable to reconcile the penalty amount, 80% of the total amount or amount equal to last quarter payment, whichever is less, will be released. The balance 20% or remaining amount will be released after reconciling the penalty amount. Penalty of delayed report can be adjusted in the next quarter bill. In case penalty exceeds AMC amount the excess amount may be adjusted in the next quarter bill.

All the maintenance calls will be logged in the complaint register maintained in the Administration section, L&DO and counter signed by Maintenance Engineer of the Agency. Completion of calls will be certified by L&DO. In case the officers are not available, their nominee will sign. The Agency will prepare the call service slips in triplicate, these will be signed by L&DO & the Agency. One copy will be given to the user and one copy will be submitted to the concerned controlling officer. Third copy will be retained by the Agency. No Other documents will be used to workout downtime for penalty calculation.

FORCE MAJEURE:

The Agency shall not be liable or deemed to be in default of any delay or failure in performance stated herein under resulting directly or indirectly from causes beyond its reasonable control such as riots, accidents, earthquakes, storm and other natural calamities and if the Agency is prevented from performing its function under this instrument for a period longer than six months, the Agency's liability ceases under this contract and then both the parties shall discuss the course of action to be taken afterwards.

CHANGE OF OWNERSHIP:

The obligation of the Agency under the contract shall cease forthwith if the Government of India decides to move any equipment out of Nirman Bhawan. In such an event, pro-rata payment upto the date of shifting shall be made to the Agency.

GENERAL PROVISIONS:

The agreement shall supercede any / all previous communications, both oral and written and the provisions herein contented shall not be omitted, added to or amended in any manner except in writing and signed by both parties hereof.