

Tender Document

ANNUAL MAINTENANCE CONTRACT OF COMPUTERS, PERIPHERALS, LOCAL AREA NETWORKING AND WEB DESIGNING/PROGRAMMING AT BUREAU OF INDIAN STANDARDS NEW DELHI

List of Documents:

1. Tender Document : Doc-I
2. Technical Bid: Doc-II
3. List of equipments and Financial Bid: Doc-III
4. Terms and condition as well as draft agreement: Doc-IV



BUREAU OF INDIAN STANDARDS
Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi - 110 002

Price: Rs. 500/-

(If downloaded from web site, the price of the Tender Document should be deposited in the form of a crossed demand draft/pay order in favour of "Bureau of Indian Standards, New Delhi" along with the bid)

**TENDER DOCUMENT FOR
ANNUAL MAINTENANCE CONTRACT
OF COMPUTERS, PERIPHERALS, LOCAL AREA NETWORKING AND
WEB DESIGNING/PROGRAMMING**

Invitation to bid

1. Quotations are invited for providing maintenance services for computers, peripherals and LAN installed at

- BIS Headquarters, New Delhi
- Any computers and peripherals at any location in New Delhi/NCR where the above equipment is installed as indicated from time to time.

BIS currently has over 200 computers and associated peripherals at its HQ connected through three servers and an organization wide VPN.

The scope also includes providing web page designing and web programming activity for BIS. The details of the systems (computers, peripherals, LAN, etc.) are as given in Doc III. The actual number may either increase or decrease at the time of start of contract or during the year.

Notes:

Any of the above hardware systems may be withdrawn at any time during the period of contract; Maintenance charges for such equipment will be payable at pro-rata basis. Similarly equipment can be added during the period of AMC and maintenance charges will be paid pro-rata basis.

2. The maintenance support agency (hereafter referred to as “agency” in this document) is required to submit the technical and financial bid in two separate sealed covers clearly super scribed “Technical Bid” and “Financial Bid”. The quotations in a sealed cover super scribed "Quotations for the Annual Maintenance of Computers, Peripherals and LAN" should reach the Head (IT Services), Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi 110 002 **latest by 1500 h on 4th JUNE 2007.**
3. Quotations will be opened on the same day at 1530 h in the presence of such bidders or their duly authorized representatives as may be present. As a token of acceptance of all the terms and condition mentioned in this document, the bidder is required to sign all pages of this document and return the same along with their bid. Tenders of unsigned documents will be rejected. The price bid of those bidders will be opened who fulfill all the requirements of the technical bid.

(Signature of Authorized Signatory
with Company Seal)

Description of the Work

1. The maintenance services will consist of
 - a) Attending to complaints raised by various departments/individuals of BIS (details provided by IT Services Department located at BIS-HQ, New Delhi) on daily basis.
 - b) Onsite preventive and corrective maintenance of computers connected in LAN and peripherals at BIS-HQ, New Delhi and other location in New Delhi/NCR where the above equipment is installed as indicated from time to time.
 - c) The maintenance contract will include necessary repairs to the installed systems and replacement of defective/damaged parts, components and other accessories free of cost.
 - d) The maintenance contract also includes removal of virus, software patch updation, HDD crash recovery, system administration, network administration, software support /troubleshooting to keep the system fully operational and web site updated. The agency will be responsible for providing virus free computing environment at BIS-HQ.
 - e) The maintenance contract also includes repair, maintenance and troubleshooting of all LAN components except the switches (for which separate AMC with the Original equipment supplier exists) to keep LAN fully operational.
2. The contract will be initially for one year. The contract may be renewed for a further two years, one year at a time, at the discretion of BIS and based on satisfactory services provided by the agency.
3. The maintenance services will be provided on all working days from 0900 h to 1730 h (Monday to Friday). Provision of availability of service engineers on Saturdays, Sundays or other holidays should be made in case of exigency.
4. The maintenance service agency shall provide maintenance services through five qualified experienced and competent resident engineers who shall stay at BIS HQ, New Delhi as indicated in item (3) above. The role of these engineers shall be as follows:
 - Two support engineers for computer maintenance. The onsite engineer responsible for hardware maintenance should have expertise to cover all items of computers, printers, UPS, scanners, CD-writers and network components.
 - One support engineer for printer, UPS and networking trouble shooting, etc.
 - One network and system/database administrator. The network and system/database administrator would also provide user software support services including virus cleaning/patch installation, software installation, etc. He should be well conversant with the latest trends in trouble shooting of computing equipment and networking monitoring tools.
 - One software designer/developer. The software designer/developer will be responsible for regular updation of BIS web site. He should be knowledgeable about various software tools and techniques for web designing and programming.

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5. Additional engineer(s) may be deputed at BIS-HQ in addition to the above resident engineers whenever there is more workload/complaints to rectify the equipment within the stipulated response time.
6. All computers, peripherals and their parts as mentioned in Doc III will be covered under this maintenance contract.
7. The parts/components/sub-assemblies used for repair/replacement by the contractor will be of the same/equivalent or higher make and functional capability as originally available in the systems. Except consumables like ribbons, laser printer toner, floppies, CDs, cables and information outlets (in case of LAN) the contractor will arrange all other parts/components/sub-assemblies including fuser assembly of laser printer free of cost.
8. The systems that are not serviceable by the agency due to obsolescence of technology or non-availability of parts/components/assemblies will be withdrawn from the maintenance contract. The decision of BIS regarding non-availability and obsolescence of technology will be final. Withdrawal of such systems shall be communicated to the agency and equivalent maintenance charges shall be deducted from the amount due to the agency.

General Conditions

1. The Bureau reserves the right to accept or reject summarily any or all tenders in whole or in part without assigning any reason whatsoever, or increase or decrease of quantities of any item of the work and the successful tenderer shall perform the same at the rate quoted.
2. The Bureau takes no responsibility for delay, loss or non-receipt of a quotation after dispatch.
3. Earnest Money Deposit (EMD) of Rs. 25,000/- (Rupees twenty five thousand only) in form of crossed demand draft/pay order in favour of *Bureau of Indian Standards, New Delhi* shall be deposited at the time of submission of tender, as a part of the Technical Bid. Tender received without EMD shall be summarily rejected.
4. The agency must be registered with the Registrar of Companies and with the Delhi Sales Tax Department for Works Contract Tax. Copies of necessary supporting documents must be attached.
5. The agency must be currently maintaining more than 100 computers each on LAN at a minimum of three locations in Delhi/NCR. Copies of two such work order or any other documentary evidence clearly showing that more than 100 computers are being maintained at a single location should be attached.

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6. The agency must have satisfactorily executed in last 3 years minimum 3 AMC of more than 100 computers connected in LAN under Window NT/Windows 2000/2003 Server environment. Necessary supporting documents as required must be attached.

Security Deposit

The contractor shall be required to deposit a sum equivalent to 25 percent of the total work order at the time of signing the contract as security deposit in cash/demand draft/term deposit or provide a bank guarantee for the said amount from a scheduled bank, pledged in favour of Director General, Bureau of Indian Standards, New Delhi.

No interest shall accrue on this amount. The Security amount shall be re-payable after one month of the expiry/termination of the contract after deduction of penalty/other dues, if any. The EMD of the successful bidder will be refunded after signing of the agreement and after deposit of security amount.

Payment Terms and condition

The payment to the contractor will be made on quarterly basis at the end of each quarter against invoice with PAN number, raised by the contractor and based on past performance. TDS, Service tax, WCT and any other applicable taxes as per prevailing rates, will be deducted before making the payment.

The maintenance charges quoted by the agency per item shall be on yearly basis inclusive of all taxes and levies applicable. No escalation of prices shall be permitted on any ground.

Termination of Contract and Penalty

The terms and condition of the contract would be as per the draft agreement enclosed in Doc-IV.

Jurisdiction

The courts at Delhi alone shall have the jurisdiction in any matter arising out of relating to or touching this tender.

Arbitration

All disputes arising out of this contract agreement will be settled by the sole Arbitrator appointed by DG, BIS, New Delhi and the decision of the sole arbitrator shall be final & binding on both parties.

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Doc - II**Technical Bid**

The technical bid shall contain following information in a sealed cover super scribed “Technical Bid”:

1. Name, address, setup and status of the organization. Contact person with telephone number.
2. The bidder shall be a company registered with the Registrar of Companies and registered with Delhi Sales tax for Works contract Tax. *Document in support of registration with the Registrar of companies and with the Delhi Sales Tax Department for Works Contract Tax.*
3. EMD of Rs. 25,000/- (Rupees twenty five thousand only) in form of DD/pay order in favour of Bureau of Indian Standards, New Delhi
4. Details of testing and repair facility available with the company.
5. List of at least 8 qualified services engineers with details of qualification and having more than 3 years of experience in the relevant field as per the performa enclosed. *The qualification and experience of resident engineer deputed to BIS will be verified. Copies of qualification and experience certificates to be enclosed.*

Sl. No.	Name	Technical qualifications	Area of specialization	No. of years of experience	Area of Experience	Date of joining the firm

6. List of clients with name, complete address and contact person with telephone number where the company is currently maintaining more than 100 computers on LAN in a single location in Delhi as per the performa enclosed. *Copies of two such work order or any other documentary evidence from Govt. Departments/Public Sector Undertakings clearly showing that more than 100 computers are being maintained at a single location should be attached.*

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Sl. No.	Name of the Organization/Govt. dept/PSU with Contact person with tel. No.	Details of equipment and Nos. (Servers and clients) and stand alone PCS, laptops, printers, other peripherals	No. of resident engineers provided	Period of contract	Contract value (Rs. in lakhs)

7. List of maintenance contracts satisfactorily executed by the agency in last 3 years. Minimum 3 such maintenance contracts of more than 100 computers connected in LAN under Window NT/Windows 2000/2003 Server environment should be listed. A *Performance Certificate to this effect from at least two Govt. Departments /Public Sector Undertakings shall be furnished.*

Sl. No.	Name of the Organization/Govt. dept/PSU	No. of resident engineers provided	No. of PCs	Period of contract	Contract value (Rs. in lakhs)

8. Tender document (Doc-I) duly signed in each page.

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Doc – III**Financial Bid**

The financial/price bid should contain the quotation for maintenance charges per item in terms of yearly basis only, as listed below. Price quoted by the tenderer shall be inclusive of all taxes and levies applicable. No escalation of prices would be permitted on any ground. The financial bid should be enclosed in a separate sealed cover super scribed “Financial Bid”.

A. Equipments to be brought under maintenance contract at the time of the commencement of the contract

Sl. No.	Equipment	Make / Model	Qty	Rate per year per equipment	Total
1	CD WRITER	HP 9600 Series	1		
2	Pentium-I	VINTRON	3		
3	Pentium – II	ASSEMBLED	1		
4	Pentium – II	HCL Infiniti	33		
5	Pentium – IV	HCL BusyBee	23		
6	Pentium – IV	HP Vectra VL 420/VL-400	53		
7	Pentium – IV	HCL Infiniti	92		
8	PRINTER	HPDJ-550C	1		
9	PRINTER	HPDJ-845C	1		
10	PRINTER	HPDJ-890C	2		
11	PRINTER	HPLJ-1100/1200	89		
12	PRINTER	HPLJ-2300	1		
13	PRINTER	HPLJ-4050	3		
14	PRINTER	HPLJ-4100	2		
15	PRINTER	HPLJ-5100	1		
16	PRINTER	HPLJ-6L/6MP	3		
17	PRINTER	HPLJ-8100	1		
18	PRINTER	HPLJ-1005	15		
19	PRINTER	DOT MATRIX HQ 2050 DX	1		
20	PRINTER	HPLJ-1150	35		
21	SCANNER	HP-3670	1		

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Sl. No.	Equipment	Make / Model	Qty	Rate per year per equipment	Total
22	SCANNER	HP-5400	4		
23	SCANNER	HP-7670A	1		
24	SCANNER	HPSJ-3500C	1		
25	UPS	OFF LINE Elnova 500 VA	111		
26	UPS	SuKam 500 VA OFFLINE	105		
27	UPS	DATEX OFFLINE 500 VA	60		
28	UPS	NUMERIC ONLINE 2 KVA	2		
29	UPS	TRINITRONICS ONLINE 1 KVA	1		
Total (A)					

B. Equipments to be brought under maintenance contract during the period of contract

Sl. No.	Equipment	Make/Model	Qty	Rate per year per equipment	Total
1	Pentium – IV	HCL Infiniti	74		
2	PRINTER	HPLJ-1150	26		
3	PRINTER	Business Inkjet 2300	3		
4	SCANNER	HP3670C	9		
Total (B)					

C. LAN (of approximately 200 nodes excluding switches)

(Please quote in Lump sum) (Without items like IOs, jack panels, etc.)

D. Web designing/programming:

E. Total (A + B + C + D):

F. Less discount (if any):

Net Total (E – F):

Note: Actual number of equipment may vary at the time of awarding of contract. For some of the equipment AMC will start during the year as stated above. Few computers on LAN are under warranty with OEM. Software support would also be provided for computers under warranty.

(Signature of Authorized Signatory
with Company Seal)

Draft Agreement to be signed for Annual Maintenance Contract

<Stamp paper of requisite amount>

**MAINTENANCE AGREEMENT FOR
COMPUTERS, PERIPHERALS, LOCAL AREA NETWORKING AND
WEB DESIGNING/PROGRAMMING**

This agreement is made on ____ March 2007 between the **Bureau of Indian Standards**, whose Headquarters is located at Manak Bhawan, 9 Bahadur Shah Zafar Marg, New Delhi 110 002 hereinafter referred to as “**BIS**”,

and

M/s _____, a registered company with registered office at _____, hereinafter referred to as “**Agency**”,

and both the parties as mentioned above set forth and agree to abide by the following terms of this agreement.

1. SCOPE OF THE AGREEMENT

- 1.1 The maintenance services under the maintenance contract shall comprise of preventive and corrective maintenance of computers, associated peripherals and LAN as per Annexure - I enclosed.
- 1.2 All the terms and conditions as mentioned in the Tender document, along with all the Annexures/Appendices as well as the technical bid and financial bid submitted in response to the tender notice invited by **BIS** form part of this contract.

- 1.3 The tasks of web designing/programming as well as the network/system administration will be carried out at BIS HQ only.
- 1.4 Maintenance services shall be provided at the following locations:
- **BIS** Headquarters, New Delhi
 - Any other location at New Delhi/NCR where the above equipment is installed as indicated from time to time.
- 1.5 Any of the above systems (in Doc-III, issued with the tender document) may be withdrawn at any time during the period of maintenance contract; maintenance charges for such equipment will be payable on pro-rata basis. Similarly equipment can be added during the period of maintenance contract and maintenance charges will be paid pro-rata basis.
- 1.6 The relationship between **BIS** and the agency shall be that of the 'Principals' and the 'Maintenance service provider' or 'contractor'.

2. SCOPE OF THE WORK

- 2.1 The maintenance services will consist of
- a) Attending to complaints raised by various departments/individuals of BIS (details provided by IT Services Department located at BIS-HQ, New Delhi) on daily basis.
 - b) Onsite preventive and corrective maintenance of computers connected in LAN and peripherals at BIS-HQ, New Delhi and other location in New Delhi/NCR where the above equipment is installed as indicated from time to time.
 - c) The maintenance contract will include necessary repairs to the installed systems and replacement of defective/damaged parts, components and other accessories free of cost.
 - d) The maintenance contract also includes removal of virus, software patch updation, HDD crash recovery, system administration, network administration, software support /troubleshooting to keep the system fully operational and web site updated. The agency will be responsible for providing virus free computing environment at BIS-HQ.
 - e) The maintenance contract also includes repair, maintenance and troubleshooting of all LAN components except the switches (for which separate AMC with the Original equipment supplier exists) to keep LAN fully operational.
- 2.2 The maintenance service agency shall provide maintenance services through five qualified experienced and competent resident engineers who shall stay at BIS HQ, New Delhi as indicated in item 4 (Resident Personnel) below. The role of these engineers shall be as follows:

- a) Two support engineers for computer maintenance. The onsite engineer responsible for hardware maintenance should have expertise to cover all items of computers, printers, UPS, scanners, CD-writers and network components.
 - b) One support engineer for printer, UPS and networking trouble shooting, etc.
 - c) One network and system/database administrator would also provide user software support services including virus cleaning/patch installation, software installation, etc. He should be well conversant with the latest trends in trouble shooting of computing equipment and networking monitoring tools.
 - d) One software designer/developer will be responsible for regular updation of BIS web site. He should be knowledgeable about various software tools and techniques for web designing and programming.
- 2.3 All computers, peripherals and their parts as mentioned in Doc III of the tender document will be covered under this maintenance contract.
- 2.4 The maintenance services will be provided on all working days from 0900 h to 1730 h (Monday to Friday). The agency shall make the services of service engineers available on Saturdays, Sundays or other holidays in case of any exigency.
- 2.5 The agency shall also carryout periodic preventive maintenance including external cleaning of equipments once every month, during days and timings convenient to the users.

3. GENERAL CONDITIONS

- 3.1 BIS reserve the right to increase or decrease quantities of any item of the work and the agency shall maintain the same at the rate quoted for similar item.
- 3.2 No transportation charges, what so ever shall be paid by BIS for any type of services.
- 3.3 It shall be the responsibility of the agency to ensure that sufficient number of standby equipments/ components are kept at BIS-HQ to meet the stipulated response time.
- 3.4 The parts/components/sub-assemblies used for repair/replacement by the contractor will be of the same/equivalent or higher make and functional capability as originally available in the systems. Except consumables like ribbons, laser printer toner, floppies, CDs, cables and information outlets (in case of LAN) the contractor will arrange all other parts/components/sub-assemblies including fuser assembly of laser printer free of cost.
- 3.5 The systems that are not serviceable by the agency due to obsolescence of technology or non-availability of parts/components/assemblies will be withdrawn from the maintenance contract. The decision of BIS regarding non-availability and obsolescence of technology will be final. Withdrawal of such systems shall be communicated to the agency and equivalent maintenance charges shall be deducted from the amount due to the agency.

- 3.6 The agency shall maintain adequate standby equipment of equivalent configuration for handling major repairs and requiring shifting of such equipment to their test and repair centre.

4. RESIDENT PERSONNEL

- 4.1 The role of these engineers shall be as follows:

- a) Two support engineers for computer maintenance. The onsite engineer responsible for hardware maintenance should have expertise to cover all items of computers, printers, UPS, scanners, CD-writers and network components.
- b) One support engineer for printer, UPS and networking trouble shooting, etc.
- c) One network and system/database administrator who would also provide user software support services including virus cleaning/patch installation, software installation, etc. He should be well conversant with the latest trends in trouble shooting of computing equipment and networking monitoring tools.
- d) One software designer/developer who will be responsible for regular updation of BIS web site. He should be knowledgeable about various software tools and techniques for web designing and programming.

- 4.2 The service engineers deputed at BIS should possess at least a 3 years Diploma in Comp Sc. & Engg./Electronics or Bachelor's degree in Science or Engineering in Computer Science/IT/Electronics related discipline with at least 3 years of post qualification experience.

- 4.3 For the network and systems/database administrator, in addition to the qualifications at item 4.2 above, industry certification like MCSE /CNE, SQL, etc. is a must.

- 4.4 For the software developer/web designer, in addition to the qualifications at item 4.2 above, specialized training in web designing tools such as Macro Media Dream Weaver, Adobe PhotoShop, etc. is a must.

- 4.5 The agency is required to provide evidence in respect of qualification and experience, which would be checked by BIS to see the suitability/competency of the service engineer.

- 4.6 The agency and the resident personnel shall follow the system of monitoring the work and attendance of the service personnel as stipulated by BIS.

- 4.7 In the absence of any engineer/personnel, it shall be the responsibility of the agency to depute another competent and experienced engineer during the period of absence of the designated resident engineer/personnel.

- 4.8 Additional engineer may be deputed at BIS-HQ in addition to the above resident engineers whenever there is more workload/complaints to rectify the equipment within the stipulated response time.

5. PAYMENT TERMS AND CONDITIONS

- 5.1 The payment to the agency will be made on quarterly basis in at the end of each quarter against invoice with PAN number, raised by the agency and based on past performance.
- 5.2 TDS, Service tax, WCT and any other applicable taxes as per prevailing rates, will be deducted before making the payment.

6. PENALTY

- 6.1 If the services provided by the agency under this maintenance services contract are not to the full satisfaction of BIS, the maintenance contract may be terminated by BIS and the charges shall be payable only up to the period, till which the agency has rendered satisfactory services. The decision of BIS in this regard shall be final and binding on the agency.
- 6.2 In case of non-compliance with the contract, BIS reserves the right to cancel/rescind/revoke the contract and impose suitable penalty in proportion to the damages.
- 6.3 The maximum response time for repairing the system shall not be more than five hours and penalty for failure of the agency to repair the system/providing equivalent standby equipment within the response time will be INR 300.00 per system/sub-system per day.
- 6.4 The service engineers provided by agency shall not be changed frequently. Only one change in respect of each resident engineer will be permitted during the year. For any subsequent change a penalty of INR 7000.00 would be payable. However, if the engineer/personnel are found incompetent by BIS, the service engineer shall be changed by the agency.
- 6.5 If the resident service engineer is not available for any reason, the agency shall be responsible for deputing another competent and experienced service engineer for that period to ensure continuity in services. If the agency fails to do so, a penalty of INR 4000.00 per day and INR 2000.00 per half day will be imposed for the period of absence of each service personnel.

7. ARBITRATION

All disputes arising out of this contract agreement will be settled by the sole Arbitrator appointed by DG, BIS, New Delhi and the decision of the sole arbitrator shall be final & binding on both parties.

8. COMMENCEMENT OF THE AGREEMENT AND TERMINATION

- 8.1 The contract will be initially for two years from the date of signing of this agreement.
- 8.2 The contract may be renewed for two years, one year at a time, at the discretion of BIS and based on satisfactory services provided by the agency.
- 8.3 This Agreement may also be terminated by **BIS** forthwith if at any time:

the agency fails to rectify major pending complaints that have become due and such failure continues for a period of thirty days.

or

the agency commits any other breach of this Agreement if such breach is not remedied (if capable of remedy) within forty five days of receipt of notice specifying the breach and calling upon the agency to remedy it.

or

the agency goes into liquidation (not being a voluntary liquidation, for the purpose only of a bona fide reconstruction or amalgamation) or enters into any composition arrangements with its creditors or a receiver of its assets is appointed.

- 8.4 In case of any matter relating to terms and conditions not specified in this Agreement, the same shall be decided by mutual agreement of **BIS** and the **agency**.

9. AGREEMENT AND WARRANTY

9.1 Nothing in this Agreement shall create, or be deemed to create, a partnership or the relationship of employer and employee between the parties.

9.2 The **agency** and **BIS** represent, warrant and undertake that they have full powers and authority to enter into this Agreement and perform on the obligations they have assumed thereunder. The parties further represent, warrant and undertake that there are no restrictions what so ever preventing them from performing their obligations of entering into this Agreement.

10. NOTICES

10.1 Any notice to be given under this Agreement shall be in writing and sent by facsimile transmission or forwarded by registered post to the other party or its nominee, shall be deemed to have been given on the date of despatch.

11. **FORCE MAJEURE**

11.1 If either party is affected by force majeure it shall forthwith notify the other party of the nature and extent thereof.

11.2 Neither party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other, by reason of any delay in performance, or non-performance, of any of its obligations hereunder to the extent that such delay or non-performance is due to any Force Majeure of which it has notified the other party; and the time for performance of the obligations shall be extended accordingly.

12. **APPLICABLE LAW**

12.1 The Agreement shall be governed by Indian Law and both the parties consent to the jurisdiction of Delhi Courts in all matters regarding the Agreement.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by the hands of duly authorised representatives on the day, month and year first before written.

WITNESSES

Signed:
For and on behalf of
BUREAU OF INDIAN STANDARDS

1.

Head (IT Services)
Authorised Signatory

For and on behalf of
M/s _____

2.

Authorised Signatory