




Principal Accounts Office (HQ)
Ministry of Labour & Employment
Room No-518 B, Shram Sakti Bhawan
Rafi Marg, New Delhi-110001
Phone No. 23718010, Fax No. 23714366

No.CA-LAB/2-17/AMC/2013-14/335

Dated: 09/05/2016

Tender Enquiry for Comprehensive Annual Maintenance Contract of Computers, Hardware/Software, Networking/Technical support including the service of a resident qualified person in offices of the Departmental Accounting Organization, Ministry of Labour & Employment, New Delhi.

1. Sealed tenders in two bids (technical bid and financial bid) are invited from the reputed and experienced Service providers/Firms/Contracts for Comprehensive Annual Maintenance Contract of Hardware/Software, Networking/Technical support included the service of a resident qualified person in offices of the Departmental Accounting Organization, M/o Labour & Employment for a period of minimum one year, extendable further on yearly basis up to a maximum of three years on the same terms and conditions, if services are found satisfactory.
2. Sealed tenders complete in all respect super scribed as **"Tender for comprehensive AMC of Contract of Computers, Hardware/Software, Networking/Technical support including the service of a resident qualified person in offices of the Departmental Accounting Organization in the O/o CCA, M/o Labour & Employment, New Delhi."** Must be addressed to the 'Accounts officer (Admn.), Room No. 518 B, 5th floor, Shram Shakti Bhawan, M/o Labour & Employment, New Delhi-01", or may be sent by Registered Post to the address mentioned in the tender document latest by **31/05/2016 by 3.00 PM**. The tender must be accompanied with Bid Security of Rs.5000/- (Rupees five thousand only) as prescribed in tender documents valid for at least six months. The price bid of only those bidders will be opened whose technical bids would qualify the technical evaluation.
3. The tenders will be opened on **31/05/2016 at 3.30 PM** in the office of the Accounts Officer, Principal Accounts Office (HQ), M/o Labour & Employment reserves the right to accept or reject any or all tenders in part or full without assigning reasons. The tenderers or their authorized representatives may attend opening of tenders on 31/05/2016. The authorized representatives must have letter of authority duly signed by the proprietor or authorized signatory of the firm. The authority letter should also contain signature of the representative duly attested by the authorized signatory.
4. The terms and conditions, details of equipments, manner of submission of tenders etc, are mentioned in the Request for Proposal annexed to this letter.


(Indardeep Kaur Setia)
Accounts Officer (HQ)

**PRINCIPAL ACCOUNTS OFFICE
MINISTRY OF LABOUR & EMPLOYMENT
ROOM NO-518 B
SHRAM SHAKTI, BHAWAN,
NEW DELHI-110001.**

Invitation of Bids for Comprehensive AMC of Computers, Printers and Servers in Departmental Accounting Organization, Ministry of Labour & Employment, New Delhi, Shram Shakti Bhawan, New Delhi-110001

1. Bid in two parts i.e. Technical Bid & Financial Bid in separate sealed covers are invited for Comprehensive Annual Maintenance Contract of Computers, Printers, Servers listed in Part II of this RFP. Please super scribe the above mentioned title and date of opening of the Bids in the sealed cover to avoid the Bid being declared invalid. The respective envelopes should also be super scribed in bold letters as "Technical Bid" and "Financial Bid". Both the envelopes must be enclosed in a third sealed envelope and super scribed with the above title and due date.
2. The address and contract numbers for sending Bids or seeking clarifications regarding this RFP are given below:

a	Bids/queries to be addressed to	O/o Pr. Accounts Office (HQ), Ministry of Labour & Employment, Room No.518 B, 5 th floor, Shram Shakti Bhawan, Rafi Marg, New Delhi- 110001
b	Postal address for sending the Bids by Registered Post	O/o Pr. Accounts Office (HQ), Ministry of Labour & Employment, Room No.518 B, 5 th floor, Shram Shakti Bhawan, Rafi Marg, New Delhi- 110001
c	Name/designation of the contact person	Smt. Inderdeep Kaur Setia, AO Ministry of Labour & Employment, Room No.518 B, 5 th floor, Shram Shakti Bhawan, Rafi Marg, New Delhi- 110001
d	Telephone number	011-23718010

3. This RFP is divided into five parts as follows:

Part I: Contains General Information and instructions to the Bidders about the RFP such as the time, Bid Security, place of submission and opening of tenders, Validity period of tender etc.

Part II: Containing essential details of the services required, such as the Schedule of Requirements (SOR), Scope of work, Technical details and eligibility criteria, details of Pay & Accounts Offices and their address.

Part III: Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.

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Part IV: Contains Special Conditions applicable to this RFP, which will also form part of the contract with the successful Bidder.

Part V: Contains Evaluation Criteria and Format for Technical Bid and Price Bid.

This RFP, is being issued with no financial commitment and the customer reserves the right to change or vary any part thereof at any stage. Customer also reserves the right to withdraw the RFP, should it become necessary at any stage.

Part-I - General Information

1. Last date and time for depositing the Bids: DATE 31/05/2016 at 03:00 P.M.

The sealed Bids should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.

2. Manner of depositing the Bids: Sealed Bids should either be deposited in Room No.518 B, 5th floor, Shram Shakti Bhawan, Rafi Marg, New Delhi-01 or sent by registered post at the address given in para (2) at first page so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/non-receipt of the tender document.

3. Time and date for opening of Bids: Date 31/05/2016 at 03:30 P.M.

If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the customer.

4. Place of opening of the Bids:

Room No.518 B, 5th floor, Shram Shakti Bhawan, Rafi Marg, New Delhi-01. The Bidders may depute their representatives duly authorized in writing, to attend the opening of technical Bids on the due date and time. The authorized representatives must have letter of authority duly signed by the proprietor or authorized signatory of the firm, on the letter head of the firm. The authority letter should also contain signature of the representative duly attested by the authorized signatory.

5. Forwarding of Bids:

Bids should be forwarded by Bidders under their original memo/letter pad *interalia* furnishing details including certificate of registration by registrar of companies, TIN number, Service Tax Registration number, VAT/CST number, Bank address with NEFT Mandate etc. and complete postal & e-mail address of their office.

6. Modification and Withdrawal of Bids: Bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the customer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the customer not later than the dead line for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.

7. Clarification regarding contents of the Bids: During evaluation and comparison of bids, this office may, at its discretion, ask the bidder for clarification on his bid. The request for clarification will be

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given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

8. Rejection of Bids: Canvassing by the Bidder in any form, unsolicited letter and post tender correction may invoke summary rejection with forfeiture of Bid Security. Conditional tenders will be rejected.

9. Validity of Bids: The Bids should remain valid up to the date of award of contract.

10. Bid Security: Bidders are required to submit Bid Security for amount of Rs. 5,000/- (Rupees Five Thousand Only) along with their technical bids which shall be non-interest bearing. The EMD may be submitted in the form of an Account Payee Demand Draft/Banker's Cheque in favor of PAO (MS), Ministry of Labour & Employment, New Delhi. Bid Security is to remain valid for a period of forty-five days beyond the final bid validity period. Bid Security of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. Bid Security is not required to be submitted by those Bidders who are registered with the Central Purchase Organisation (e.g. DGS&D), National Small Industries Corporation (NSIC) & P.I. Certificates of Registration in such case must be enclosed. The Bid Security will be forfeited if the bidder withdraws or amends impairs or derogates from the tender in any respect within the validity period of their tender.

11. Two bid system: It is a two bid system. Only the technical bids accompanying Bid Security will be opened on the time and date mentioned above. Date of opening of financial bid will be intimated after acceptance of technical bids. Financial bids of only those tenderers will be opened, whose technical bids are found compliant/suitable after technical evaluation is done by the customer.

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Part II – Essential details of Items/ Services required

1. **Schedule of Requirements:** List for Comprehensive Annual Maintenance contract of Computers, Printers and Servers in the O/o CCA, Ministry of Labour & Employment, New Delhi along with the numbers is given below:-

S.No	Name of Items	Qty
1	Computers IBM , HP, Lenovo core 2 Duo	62
2	Server HP Xeon Processor 3.0 (3)	06
3	HP Multipurpose Printer/fax/scanner M128fn	04
4	Printer HP Laser Jet 1015 & 1020	05
5	Printer HP Laser Jet 1320 DN	02
6	Printer HP Laser Jet 2015 DN	01
8	Dot matrix Printers 540 (Cheque Writing)	03
9	Printer HP 2015	01
10	Printer HP2055	05
11	HP colour laserjet CM1312nfiMFP	01
12	SCX-4521 FS, Samsung printer	01
13	Scanner HP	01
14	Networking support PAO MS, PAO DGET and PAO CLC	Three PAOs

2. Technical Details & Eligibility Criteria:

- (i) The firm should be registered with the Registrar of Companies, Sales/Trade Tax/Service Tax department. Copies of PAN Number/TAN Number/Sales Tax Number along with registration certificate/Service Tax Number along with registration certificate and Income Tax clearance Certificate/ IT Returns for last 03 years must be attached.
- (ii) The firm should have at least 03 years experience in maintenance of Computers/Printers, servers etc in at least two Government Departments preferably a Departmental Accounting Organization to meet the requirement of this office with regard to implementation of COMPACT, e-payment, e-Lekha, PFMS, Comp-DDO etc.
- (iii) Firm must provide customer satisfaction letter from at least two customers from Govt. departments, preferably Departmental Accounting Organization while submitting the

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technical bids.

- (iv) Firm must have sufficient number of qualified and experienced engineers and their details must be enclosed to the technical bids. The engineers must have knowledge and experience of COMPACT, e-payment, e-Lekha, PFMS, Comp-DDO etc.
- (v) Establishment of the firm must be more than 03 years old.
- (vi) The firm should have office in New Delhi.
- (vii) The firm/contractor must submit documentary evidence in support of fulfilling eligibility criteria mentioned above, failing which the bids shall be deemed as unresponsive.
- (viii) The Bid Security must be enclosed along with technical bid only in a separate sealed envelope.
- (ix) A declaration must be furnished by firm that there is no complaint/vigilance inquiry against them in any Govt. Department/PSU and they have not been black listed or debarred by any Govt. Department/PSU.
- (x) Technical Bid must be submitted in the format as at Annexure-I to this RFP.

3. Scope of work

1. The scope of work covers comprehensive maintenance of Personal Computers, Servers, Printers, Scanners, etc. mentioned in Para (1) of Pat-II of this RFP in Office of Principal Accounts office, Room No.518 B, 5th floor, Shram Shakti Bhawan, New Delhi-01.
2. The firm will have to provide one full time qualified person proficient in computer science/electronics to look after the offices in the O/o CCA, M/o Labour & Employment.
3. To provide technical support to manage COMPACT, e-payment, e-Lekha, PFMS, Comp-DDO etc. Assisting in periodical backup, installation of patches, installation of compact servers and primary & mirror servers etc.
4. The Scope of work also includes maintenance & installation of software procured by O/o Chief Controller of Accounts, M/o Labour & Employment. The scope of work covers provision of technical staff in the O/o Chief Controller of Accounts, M/o Ministry of Labour & Employment from 09:00 Hrs. to 17:30 Hrs. on all working days and if required, on Saturdays and Sundays and also after 17:30 hrs. on working days. Minimum one qualified Service Engineer in Computer/Electronics & Telecommunication engineering with an experience of not less than 3 year in Computer Hardware as well as software maintenance will be at the disposal of the O/o Chief Controller of Accounts, M/o Labour & Employment.
5. The Bidder/Firm shall also be responsible for deployment of necessary staff for cleaning of all hardware's using suitable cleaning material and equipment. Each equipment has to be cleaned once in two months regularly. A register shall be maintained showing dates of cleaning of each equipment.
6. The Engineer deployed shall be responsible for preventive maintenance with virus detection and corrective maintenance of the computers and peripherals under AMC and also maintenance of software. Quarterly report on this shall be produced to respective offices failing which appropriate penalty would be imposed.

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7. The Bidder/Firm shall maintain the equipments as per manufacture's guidelines and shall use standard and genuine components for replacement.
8. The Bidder/Firm must provide necessary support to maintain VIRUS free computer environment in the office under the Chief Controller of Account, Accounting Organization, M/o Labour & Employment.
9. The Firm/Bidder must be specialized in LAN troubleshooting.
10. Any reported fault would be taken up by the Service Engineer immediately. As far as possible, the repairs would be carried out on the site itself. However, in case the equipment is taken to the workshop, the firm would provide a standby arrangement for the same. Also stand-by inventory of computer, Laser Printer and should be kept in the O/o Chief Controller of Accounts, Accounting Organization, M/o Labour & Employment and when required basis.
11. A logbook shall be maintained in which the resident engineers shall record all the complaints made. All the complaints received shall be attended by them in following manner:-
 - (i) Minor faults immediately.
 - (ii) Major faults within 4 hours by replacement method, with the available spares, if instructed by Sr. Aos. Replacement of components shall be free of charge. The faulty equipments should be serviced within seven days.
 - (iii) Major faults within 48 hrs, except for the Laser Printers which are to be got serviced from authorized service centers of manufactures.
 - (iv) The firm shall be responsible for taking backup data and programme available on PCs before attending the fault and shall also be responsible for reloading the same. The backup copies are to be returned to the users, under acknowledgement.
 - (v) If the equipment is required to be transported to the firm's/ manufacture's service workshop for repairs, the same shall be undertaken at the risk and cost of the firm.
 - (vi) The replacement of components shall be as per manufactures instructions and as per the decision of Aos/Sr. A.O's/ Head of Office of the O/o CCA.
 - (vii) The firm shall have the required drivers (CDs and Floppies) for maintaining the PCs and peripherals for configuring them.
 - (viii) The contract includes replacement of all parts except consumables, batteries, fuser assembly, memory/media, screen panel and burnt and damaged parts.
13. 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 users, if required.
14. The rates quoted should also cover the maintenance of operating system, software installation, installation of patches, data recovery, preemptive actions against virus spread, detection/removal of virus, configuration of internet, configuration of applications (client/server), Lotus Notes server and client applications and connection of computers to project for presentation.
15. The contract shall initially be for a period of one year which can be extended for further periods on yearly basis and maximum up to three years on the same terms and conditions and on the basis of performance of last year at the discretion of Head of Department.
16. The contract can be terminated at any time by Head of Department after serving advance notice of three months. O/o Chief Controller of Accounts, M/o Labour & Employment shall have the right to terminate the contract without assigning any reason, whatsoever to the firm.

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17. The firm shall carry out preventive maintenance regularly and shall plan the exercise 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 maintenance carried out in each equipment.

18. 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, switches 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.

19. It shall be the responsibility of the firm to make all the computers and peripherals work satisfactorily throughout the contract period and to hand over the systems in working condition to the offices of O/o Chief Controller of Accounts, Accounting organization, M/o Labour & Employment after the contract.

Part III-Standard Conditions of RFP

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder as selected by the customer. Failure to do so may result in rejection of the Bid submitted by the Bidder/ Firm.

1. Law: The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

2. Effective Date of Contract: The contract shall come into effect on the date of signing by both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.

3. Arbitration: All disputes or differences arising out of or in connection with the contract shall be settled by bilateral discussion. Any dispute, disagreement or question arising out or relating to the Contract or relating to services or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is given in Annexure-IV.

4. Penalty for use of Undue influence: The firm/Bidder undertakes that they have not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerages or inducement to any person in service of the customer or otherwise in procuring the contracts or forbearing to do or for having done or for borne to-do any act in relation to obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favor or disfavor to any person in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Contractor/Supplier or any one employed by him or acting on his behalf (whether with or without the knowledge of the contractor) or the commission of any offers by the contractor or anyone employed by him or acting on his behalf, as defined in chapter IX of the Indian Penal Code,

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1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of Corruption shall entitle the customer to cancel the contract and all or any other contracts with the contractor and recover from the contractor the amount of any loss arising from such cancellation. A decision of the customer or his nominee to the effect that a breach of the undertaking has been committed shall be final and binding on the Contractor. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the contractor towards any officer/employee of the customer or to any other person in a position to influence any officer/employee of the customer for showing any favors in relation to this or any other contract shall render the contractor to such liability/penalty as the customer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund the amounts paid by the customer.

5. Agents/Agency Commission: The Firm/Bidder/Contractor/Supplier confirms and declares to the customer that the contractor is the original provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries whether officially or unofficially to the award of the contract to the contractor nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The contractor agrees that if it is established at any time to the satisfaction of the customer that the present declaration is in any way incorrect or fiat a later stage it is discovered by the customer that the contractor has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commissioner consideration to such person, party, firm, or institution, whether before or after the signing of this contract the contractor will be held liable to refund that amount to the customer. The contractor will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The customer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the contractor who shall in such an event be liable to refund all payments made by the customer in terms of the contract along with interest at the rate of 2% per annum above 18% penal rate. The customer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India, or with O/o Chief Controller of Accounts, M/o Labour & Employment.

6. Access to Books of Accounts: In case it is found to the satisfaction of this office that the contractor has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agent/Agency Commission and penalty for use of undue influence, the Contractor, on a specific request of the customer shall provide necessary information/inspection of the relevant financial documents/information.

7. Non-disclosure of Contract documents: Except with the written consent of this office, contractor shall not disclose the contract or any provision of the contract or information related to services thereof to any third party.

8. Penalty and Liquidated Damages:

- 1) If the firm does not attend to the complaint within 4 hours from the time of registration of complaints with the Resident qualified person deployed by the firm or on the telephone number (given by the firm for lodging complaints), a penalty @ 5% of the value of AMC charges of the equipments would be imposed till it is not available for these. If a sub assembly of the equipment fails, the penalty shall be applicable for the same scheduled item.
- 2) Penalty shall be levied @ 5% of the value of AMC charges for that equipment for each day.

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- 3) If the fault is set right by replacing the defective sub assembly and equipments, the same should be re-installed after servicing within 7 days (if 7th day falls on holiday then next day morning). In case of default, penalty shall be levied at the rate of 5% of the value of the AMC charges for the scheduled item.
- 4) Penalty shall be levied for the absence of Resident Diploma Engineer at the rate of Rs. 500/- (Rupees Five hundred only) for every working day.
- 5) **Termination of Contract:** The office shall have the right to terminate this Contract in part or in full in any of the following cases:
 - a) The delivery of service is delayed for causes not attributed to Force Majeure for more than 15 days after the scheduled date of signing of contract.
 - b) The contractor is declared bankrupt or becomes insolvent.
 - c) The delivery of services is delayed due to causes of Force Majeure by more than 01 month.
 - d) The office notices that contractor has utilized the services of any agent ingesting this contract and paid any commission to such individual/company etc.
 - e) As per decision of the Arbitration Tribunal.
 - f) If the services are not found satisfactory as per RFP/contract.
 - g) Any other reason as found fit by the CCA, M/o Labour & Employment.
- 6) **Notices:** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address contract or any part thereof.
3. **Transfer and Sub-letting:** The firm/bidder has no right to give, bargain, sell, assign or sublet or otherwise dispose of the contract or any part thereof, as well as to give or to let a third party take benefit or advance of the present Contract or any part thereof.

10. Patents and other Industrial Property Rights: The prices stated in the present contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights, the firm shall indemnify the customer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs whether such claims arise in respect of manufacture or use. The firm shall be responsible for the completion of the services in satisfactory manner during the currency of the contract.

11. Amendments: No provision of present contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly stated to amend the present Contract.

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4. **Duties & Taxes:**

- (a) Any change in any duty/tax upward/downward as a result of any statutory variation taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the contractor. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the customer by the contractor. All such adjustments shall include all reliefs, exemptions, Rebates, concession etc. if any obtained by the contractor.
- (b) If it is desired by the Bidder to ask for Sales Tax/VAT/Service Tax to be paid as extra the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of sales Tax/VAT/Service Tax and no liability will be developed upon the customer.
- (c) On the Bids quoting Service tax extra, the rate and the nature of Service Tax applicable at the time of supply should be shown separately. Service Tax will be paid to the Contract at the rate which it is liable to be assessed or has actually been assessed or has actually been assessed provided the transaction of services is legally liable to Service Tax and the same is payable as per the terms of the contract.

5. **Pre-Integrity Pact Clause:** An "Integrity Pact" would be signed between the customer & firms. This is a binding agreement between the customer and firms for specific contracts in which the customer promises that it will not accept bribes during the procurement and services process and bidder promise that they will not offer bribes. Under this Pact, the Bidders for specific services or contracts agree with the customer to carry out the procurement and services in a specified manner. Elements of the Pact are as follows:

- (a) A pact (contract) between the Government of India (Pr. A.O (HQ), Ministry of Labour & Employment) and those companies submitting a tender for this specific activity (the "Bidder");
- (b) An undertaking by the Principal that its officials will not demand or accept any bribes, gifts etc., with appropriate disciplinary or criminal sanctions in case of violation;
- (c) A statement by each Bidder that it has not paid, and will not pay, any bribes;
- (d) An undertaking by each Bidder to disclose all payments made in connection with the contract in question to anybody (including agents and other middlemen as well as family members, etc. of officials); the disclosure would be made either at the time of submission of Bids or upon demand of the Principal, especially when a suspicion of violation by that Bidder emerges;
- (e) The explicit acceptance by each Bidder that the no-bribery commitment and the disclosure obligation as well as the attendant sanctions remain in force for the winning Bidder until the contract has been fully executed.
- (f) Undertaking on behalf of a Bidding company will be made "in the name for and on behalf of the company's Chief Executive Officer".
- (g) The following set of sanctions shall be enforced for any violation by a Bidder of its commitments or undertaking:
 - i) Denial or loss of contracts;

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- ii) Forfeiture of the bid security and performance bond;
 - iii) Liability for damages to the principal and the competing Bidders; and
 - iv) Debarment of the violator by the Principal for an appropriate period of time.
- (h) Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviors and compliance program for the implementation of the code of conduct throughout the company.

Part IV – Special Conditions of RFP

The Bidder is required to give confirmation of their acceptance of Special conditions of the RFP mentioned below which will automatically be considered as part of the Contract inducted with the successful Bidder (i.e. Contractor/Supplier in the contract) as selected by the customer. Failure to do so may result in rejection of Bid submitted by the Bidder/firm.

6. Performance Guarantee:

The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct Government business (ICICI Bank Ltd., Axis Bank Ltd. or HDFC Bank Ltd.) for a sum equal to 10% of the contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of completion of Contract period. The specimen of PBG is given in ANNEXURE-V.

2. Option Clause: The contract will have an Option Clause, wherein the customer can exercise an option to procure an additional 50% of the original contracted computers and peripherals number in accordance with the same rate, terms & Conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the customer to exercise this option or not.

3. Payment Terms: It will be mandatory for the bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/NEFT mechanism instead of payment through cheques, wherever feasible. The payment will be made as per the following terms, on production of the requisite documents.

- a) No advance payment would be made by this office.
- b) Payment for any inclusion/deletion of computers/Printers/ Servers during the AMC period will be calculated on PRO-RATA BASIS.
- c) Penalty and Liquidated damages shall be deducted from the quarterly/running payments.

7. Paying Authority: The payment would be made by the office on quarterly basis on submission of following documents.

- (i) Ink Signed copy of firm bills
- (ii) Ink Signed copy of log-book maintained by firm
- (iii) Performance report submitted by respective PAOs.
- (iv) Claim for statutory/and other levies to be supported with requisite documents/ proof of payment such as Service Tax , etc. as applicable.

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- (v) Details for electronic payment viz Account holder's name, name of the Bank and address of the branch, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract.)
- (vi) Any other document/certificate that may be provided for in the Job Order/ Contract.
- (vii) User Acceptance.
- (viii) Xerox copy of PBG.

8. **Fall Clause:** The following Fall clause will form part of the contract placed on successful Bidder :

- a) The price charged for the services supplied under the contract by the contractor/firm shall in no event exceed the lowest price at which the contractor provides the services of identical description to any persons/organization including the customer or any department of the Central Government or any department of state government or any statutory undertaking of the Central or State Governments as the case may be during the period till performance of all services placed during the currency of the contract is completed.
- b) If at any time, during the said period the contractor/firm reduces the service price or offer to provide services to any person/organization including the customer or any Department of Central Government or any Department of the State Government or any Statutory Undertaking of the Central or State Government as the case may be at a price lower than the price chargeable under the contract. Such reduction of services offer of the price shall stand correspondingly reduces.
- c) The contractor/firm shall furnish the following certificate to the paying authority along with each bill for payment for services made against the contract – " We certify that there has been no reduction in service price of the AMC supplied to the Government under the contract herein and such services have not been offered/sold by me/us to any person/organization including the customer or any department of Central Government or any department of a State Government or any Statutory Undertaking of the Central or State Government as the case may be up to the date or till the date of completion of services against all job orders/contract placed during the currency of the contract at price lower than the price charged to the government under the contract.

9. **Risk & Expenses Clause:**

- 1) Should the services thereof not be delivered within the time or times specified in the contract documents, or if defective services is made in respect of the services thereof, the customer shall after granting the contractor seven days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.
- 2) Should the services thereof not perform in accordance with the specification/parameters provided by the customer during the check proof tests to be done by the customer, the customer shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.
- 3) In case of a contractual breach that was not remedied within 07 days, the customer shall having given the right of first refusal to the contractor be at liberty to provide services from any other source as he thinks fit of the same or similar description to services.

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- 4) Any excess of the services price, cost of services or value of any services procured from any other contract as the case may be, over the contract price appropriate to such default of balance shall be recoverable from the firm/Contractor by Customer.

10. Force Majeure Clause:

- a) Neither party shall bear responsibility for the complete or partial non performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstance as Flood, Fire, Earth-Quake and other acts of God as well as War, Military Operation, Blockade, Acts or a Action of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.
- b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time action for these circumstances and their consequences.
- c) The party for which it becomes impossible to meet obligation under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.
- d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.
- e) If the impossibility of complete or partial performance of an obligation lasts for more than one month either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 15 days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

Part-V- Evaluation Criteria & Price Bid Issues

11. Evaluation Criteria: 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 RFP, both technically and financially.
- b) The technical Bids forwarded by the Bidders will be evaluated by the customer with reference to the technical characteristics as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. The Price Bids of only those Bidders will be opened whose Technical Bids would qualify the technical evaluation.
- c) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Para 2 below. All taxes and duties quoted by the Bidders will be considered. The ultimate cost to the customer would be the deciding factor for ranking of bids.

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- d) The Bidders are required to spell out the rates of Service Tax in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. If reimbursement of Service Tax is intended as extra, over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and no claim on account of such duties will be entreated after the opening of tenders. He should clearly indicate the rate of such duty and quantum of service tax included in the price. Failure to do so may result in ignoring of such offer summarily. If a Bidder is exempted from payment of Service Tax up to any value of service, they should clearly state that no service tax will be charged by them up to the limit of exemption which they may have. If any Concession is available in regard to quantum of service tax, it should be brought out clearly. Stipulation like, service tax is presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that service tax will not be charged by him even if the same becomes applicable later on. In respect of the Bidders who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of service tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.
- e) Since there is a requirement of services of full time resident qualified person in offices of DAO, M/o L&E, which will be a part of AMC and not to be billed separately. The bidders must ensure payment of minimum wages in force at the time of conclusion of contract, as per the category of skilled labour. The bidders quoting AMC charges less than the annual minimum wages for the category of skilled labour shall be summarily rejected.
- f) If there is a discrepancy between the unit price and the total price that is obtained by the 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 inwards will prevail for calculation of price.
- g) The price bid should contain the rate against each item separately. The rate for each item should be quoted on comprehensive basis including repair and replacement of spare parts without any extra payment.

12. **Price Bid Format:-** The Price Bid Format is given at Annexure-II to this RFP and Bidders are required to fill this up correctly with full details on their letter head.

3. The bidders/firm can visit the Offices mentioned in Part-II of RFP before submitting their bids.


(Indardeep Kaur Setia)
Accounts Officer (HQ)

Technical-Bid

1.	Name of the company/firm service provider	
2.	Head/Regd. Office Address: a. Postal b. Fax No. c. Tel. No. d. E-mail Address e. Website Address	
3.	Former name of Company (if any)	
4.	Delhi Office Address: a. Postal b. Fax No. c. Tel. No. d. Mobile No. e. Working hours f. Website Address	
5.	Type of Organization (i.e. whether Sole Proprietor or partnership firm or a company or Govt. Deptt. or Public Sector Organization)	
6.	a. Year of establishment b. Year in which computer hardware Maintenance Services were started	
7.	Amount of Bid Security Draft No. Bank Details Amount	
8.	Period of validity of tender	
9.	Details of AMC Contracts handled during last 3 years (Attach performance certificates from contractors)	

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10.	Name, address and Mobile & Phone No. (Office & residence) of the authorized signatory contact person of this tender	
11.	Whether Letter of Authority for attending bid opening enclosed with tender	
12.	PAN number (Attach a copy of PAN Card)	
13.	Sales Tax/ VAT Regd. No. (Attach a copy of certificate)	
14.	Work contract tax identification No.	
15.	Self-declaration of non black listing/ no complaint/ vigilance injury in any govt. Deptt./PSU	
16.	Details of qualified and experience engineers, and whether they have knowledge of COMPACT, e-payment, e-lekha, PFMS, Comp-DDO packages of Government	

Date:

Signature of tenderer

Place:

Name

Office Seal:

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**O/o Principal Accounts Office, Room No. 518 B, 5th Floor, Shram Shakti Bhawan, New
Delhi-01**

Details of Electronic gazette which are to be kept under AMC.

S.No	Name of Items	Qty	Amount in Rs.
1	Computers IBM , HP, Lenovo core 2 Duo	62	
2	Server HP Xeon Processor 3.0 (3)	06	
3	HP Multipurpose Printer/fax/scanner M128fn	04	
4	Printer HP Laser Jet 1015 & 1020	05	
5	Printer HP Laser Jet 1320 DN	02	
6	Printer HP Laser Jet 2015 DN	01	
8	Dot matrix Printers 540 (Cheque Writing)	03	
9	Printer HP 2015	01	
10	Printer HP2055	05	
11	HP colour laserjet CM1312nfiMFP	01	
12	SCX-4521 FS, Samsung printer	01	
13	Scanner HP	01	
14	Networking support PAO MS, PAO DGET and PAO CLC	Three PAOs	

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Bid Security Bank Guarantee format

Whereas(hereinafter called the "Bidder") has submitted their offer dated..... for the services and supply of (hereinafter called "Bid") against the customer's request for proposal No

KNOW ALL MEN by these presents that WE OFhaving our registered office atAre bound unto(hereinafter called the "Customer") in the sum of said Customer, the bank bind itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this..... day of 20

(i) If the Bidder withdraws or amends, impairs or derogates from the Bid in any respect within the period of validity of this tender.

(ii) If the Bidder fails to furnish the Performance Security for the due performance of the contract. a) If the Bidder fails to furnish the Performance Security for the due performance of the contract. b) Fails or refuses to accept/execute the contract.

WE undertake to pay the Customer up to the above amount upon receipt of its first written demand, without the customer having substantiate its demand, provided that in its demand the customer will note that the amount claimed by its is due to it owing to the occurrence of one or both the tow conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the authorized officer of the Bank) Name and designation of the officer
Seal, name and address of the Bank and address of the Branch

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Format of Arbitration Clause – Indigenous Private bidders

- (i) All disputes of differences arising out of or in connection with the present contract including the one connected with the validity of the present contract or any part thereof should be settled by bilateral discussions.
- (ii) Any dispute, disagreement or question arising out of or relating to this contract correlating to construction or performance (except as to any matter the decision or determination whereof is provided for by these conditions), which cannot be settled amicably, shall within sixty (60) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to a sole Arbitrator.
- (iii) Within (60) days of the receipt of the said notice, an arbitrator shall be nominated in writing by the authority agreed upon by the parties.
- (iv) The sole Arbitrator shall have its seal in New Delhi or such other place in India as may be mutually agreed to between the parties.
- (v) The arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation Act, 1996 and the award of such Arbitration Tribunal shall be enforceable in Indian courts only.
- (vi) Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator.
- (vii) The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

Note: In the event of the parties deciding to refer the disputes for adjudication to an Arbitral Tribunal then one arbitrator each will be appointed by each party and the case will be referred to the Indian Council of Arbitration (ICADR) for nomination of the third arbitrator. The fees of the arbitrator appointed by the parties shall be borne by each party and the fees of the third arbitrator, if appointed, shall be equally shared by the Customer and Contractor.

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Performance Bank Guarantee Format**From:****Bank**.....

To,
 Accounts Officer (HQ)
 Principal Accounts Office
 M/o Labour & Employment
 Room No. 518 B, Shram Shakti Bhawan
 Rafi Marg, New Delhi

Dear Madam,

Whereas you have entered into a contract No..... dated.....
 (Hereinafter referred to as the said Contract with supply of services as per Part-II of the said contract to the said contractor and whereas the contractor/supplier has undertaken to produce a bank guarantee for 10% of total Contract value amounting to to secure its obligations to the President of India. We the bank hereby expressly, irrevocably and unreservedly undertake and guarantee as principal obligors on behalf of the contractor/ supplier that, in the even that the President of India declares to us that the good shave not been supplied accordingly to the Contractual obligation under the afore mentioned contract, we will pay you, on demand and without demur, all the any sum up to a maximum of Rupees..... Only. Your written demand shall be conclusive evidence to us that such repayment is due under the terms of the said contract. We undertake to effect payment upon receipt of such written demand.

2.We shall not be discharged or released from this undertaking and guarantee by any arrangements, variations made between you and the Contractor/supplier indulgence to the Contractor/Supplier by you, or by any alterations in the obligations of the Contractor/Supplier or by any forbearance whether as to payment, tie performance or otherwise.

3.In no case shall the amount of this guarantee be increased.

4.This guarantee shall remain valid for 14 months from the effective date of contract according to the contractual obligations under the said contract.

5.Unless a demand or claim under this guarantee is made on us in writing or on before the aforesaid expiry date as provided in the above referred contract or unless this guarantee id extended by us, all your rights under this guarantee shall be forfeited and we shall be discharged from the liabilities hereunder.

6.This guarantee shall be a continuing guarantee and shall not be discharged by a change in the constitution of the bank or in the constitution of M/s.....

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