

Telecom Disputes Settlement and Appellate Tribunal
Government of India
Ministry of Communication & IT
Hotel Samrat, KautilyaMarg,
Chanakyapuri, New Delhi-110021

No.14/2/2015/TDSAT/Admn./Vol.II/544/A

Dated: 12 April, 2017

NOTICE INVITING TENDER

Sealed tenders are invited from parties/firms for Comprehensive Maintenance Contract in respect of Computers and Peripherals in the office of the TDSAT, New Delhi presently situated at Hotel Samrat, and also in respect of Computers/Hardware provided by this office and installed at the residential offices of Hon'ble Chairperson and Hon'ble Members initially for a period of one year

Interested firms should submit their documents satisfying the technical bid requirements in a sealed cover, superscribed with 'Technical bid' (as per Annexure-A) along with another sealed cover superscribed as "Financial Bid" (as per Annexure-B). Both the envelopes should be sealed and placed in another sealed envelope superscribed "Tender for AMC of Computers & Its Peripherals" and send to the undersigned at the earliest, but not later than 15.00 Hrs on **11.5.2017**. The tenders will be opened on the same day at 15.30 Hrs. by the Tender Evaluation Committee and in the presence of the authorized representatives of the bidder, if any, who wish to participate, in the office of TDSAT Room No. 478, Hotel Samrat, ChanakyaPuri, New Delhi. Technical Bid will be opened first and only those firms, who fulfill the Technical terms & conditions, will be eligible for participating in the 'Financial Bid'.

The technical and financial terms and conditions of the AMC shall be as follows:-

(A) TECHNICAL

- (i) The firm should be in the business of maintenance of Computers and its peripherals at least for the last 5 years. (Requisite documents to support this claim will have to be produced for verification).
- (ii) The firm should have annual turn-over worth Rs. 30 Lakhs or more out of which at least Rs. 10 lakh per annum should be from AMC of computers and peripherals during the last three years (2013-14, 2014-15 and 2015-16. Documentary proof of annual turn-over & AMC

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for the last three years is to be enclosed)

- (iii) The firm must have expertise and experience in LAN troubleshooting and must have executed AMC with at least three Central Government organizations (Ministries, Government department, Autonomous bodies, Statutory bodies, PSUs etc) in each year during, 2013-14, 2014-15 and 2015-16. Documentary proof in this regard is to be enclosed.
- (iv) A satisfactory performance certificate regarding AMC from at least two Govt. Department/PSUs/ Autonomous bodies/ Statutory bodies shall have to be furnished.
- (v) The firm must be willing to provide onsite support for PCs, Laptops, Tablets, Routers/ Switches/ Printers, scanner, UPS etc. of different make and models.
- (vi) The firm must have Service Tax Registration number given by the appropriate authority.
- (vii) The firm must be registered with relevant authorities, if required by law, and with the Delhi Sales Tax Department for Works Contract Tax.
- (viii) The firm must submit self-attested copies of valid Income Tax Clearance certificate>Returns for three years (2013-14, 2014-15 and 2015-16) and self-attested copy of the Pan Card.
- (ix) The firm should submit the complete list of the Hardware and Network engineers on the rolls of the firm with qualifications & experience details as well as list of engineers whom they will be able to provide to this office in case they are awarded work order.
- (x) The address of the workshop with telephone No. and Fax Nos. in Delhi/New Delhi/ NCR should be furnished. Officers of TDSAT may visit the workshop for inspecting resources available.
- (xi) A general undertaking stating that all the terms and conditions of this Bid Document are acceptable. The same must be signed by an authorized person of the applying firm and submitted along with the bid.



- (xii) Technical bid should be accompanied by an earnest money (EMD) of Rs. 10,000/- (Rupees Ten Thousand only) in the form of Demand Draft or Pay Order in the name of the 'DDO, TDSAT' payable at New Delhi. Technical bid received without earnest money shall be summarily rejected without assigning any reason there of and no tenderer shall have any right to represent against it, even if, his quotation happen to be lowest. Earnest Money received from the tenderers will be returned without interest immediately after the process of selection of tender/quotation is over.
- (xiii) Vender must be authorized by HP/HCL/Lenovo/Sony etc. for any product.

Only the firms meeting the above technical terms & conditions as per the check list at Annexure-A should submit their quotations in sealed cover. Technical bid shall include documentary proof in respect of each of the above points of Technical Terms & conditions. Financial bids of firms, who fail to fulfill any of the above conditions, will not be considered.

(B) FINANCIAL

- (i) *The rates may be quoted (item wise) on comprehensive basis* for the computers, laptops, printers, scanners etc. in the proforma placed at **Annexure-B**, in sealed cover. The lowest bidder will be decided on the basis of lowest bid achieved. Item wise unit price may also be quoted.
- (ii) The Charges for Resident Engineer may be quoted not less than as per Govt. of NCT of Delhi wages notification, per month in the Annexure B.
- (iii) The successful firm will be required to furnish Bank Guarantee/FDR in favour of DDO, TDSAT equivalent to 10% of the contract amount as Performance Security valid for a period of sixty days beyond the date of completion of all contractual obligation .The same will be released after satisfactory completion of the contract. Only the firms meeting the above financial terms & conditions should submit their quotations in sealed cover. The firm which fails to fulfill any of the above conditions will be disqualified.

(C) GENERAL TERMS AND CONDITIONS

1. Scope of work

- 1.1 The scope of work covers comprehensive annual maintenance of Hardware (such as Servers, Computers, Laptops, Tablets, Routers, Printers, Scanners, Networking Components etc. of Different make & model) and various Softwares installed in the TDSAT, New Delhi situated at Hotel Samrat, and in respect of Computers Hardwares installed at the residential offices of Hon'ble Chairperson and Hon'ble Members.
- 1.2 To provide regular on-site Preventive maintenance.
- 1.3 To replace old & defective parts with new & genuine parts, whenever required in the items covered under AMC.
- 1.4 The list of items for which AMC is to be given may be modified at the time of awarding the contract.
- 1.5 *Providing Quick heal total security/ MacCafe Antivirus software, as per the requirement, in all the items for which AMC to be given.*
- 1.6. The contract may be further extended subject to satisfactory performance of the vender. The office of the Tribunal has full rights to curtail/extends the contract.

2. Deployment of Engineer

- 2.1 The vendor will provide one Resident Engineer from 9.30 AM to 6.00 PM on all working days (including Saturdays). TDSAT has a right to deployment of engineer wherever required in all working days including Saturdays and if engineer deployed is not available suitable substitute may be provided. Further, an engineer must be provided on Sunday on some occasion to meet emergent situation.



- 2.2 The Resident engineer should have the minimum qualification of a Diploma Engineer with an experience of not less than four years in Computer Hardware as well as Software maintenance. The Firm is required to provide documents in support of qualification and experience, which would be checked by TDSAT to verify the suitability/competency of the service engineer.
- 2.3 The Resident Service Engineer provided by the Firm shall not be changed frequently. However, if found incompetent by TDSAT, the Resident service engineer shall be suitably substituted by the Firm immediately.
- 2.4 The engineer should be equipped with mobile phone(s) to ensure availability.
- 2.5 The Contractor shall ensure providing the character and antecedents of engineers duly verified from police authorities before their deployment. Their full particulars should also be furnished to TDSAT for the purpose of entry passes.
- 2.6 The payment to be made to service engineer shall not be less than the minimum wages as prescribed by the Govt. of NCT of Delhi. The payment to be made to service engineer by the firm shall be by way of bank transfer/cheque payment and subject to verification by the TDSAT. The payment may be made to the service engineer latest by 7th day of each month.

3. Service Assurance

- 3.1 Preventive maintenance will be carried out on quarterly basis and special cleaning of the Monitor, printer, key board, mouse etc, from outside with liquid cleaner should be done once in a fortnight. A signed Report certifying preventive Maintenance carried out on quarterly basis of all the items installed at different locations would be submitted along with the quarterly bill of AMC to TDSAT failing which payment of bill may withheld till the preventive Maintenance is carried out. The quarterly payment will be made strictly on the basis



of satisfactory report of the user.

- 3.2 The schedule of preventive maintenance shall be as follows:-
- (a) Cleaning of all equipment using vacuum air, brush and soft muslin clothes.
 - (b) Checking of power supply source for proper grounding and safety of equipment.
 - (c) Ensuring that the covers, screws, switches etc. are firmly fastened in respect of each equipment.
 - (d) Scanning of all types of virus and elimination and vaccination of the same.
 - (e) Shifting of equipment within the building as and when required.
 - (f) Firm will provide the good quality Antivirus to all computers as prescribed by the Tribunal under AMC
 - (h) Any other actions required for preventive maintenance.
- 3.3 The service engineer would take up any reported fault within one hour. As far as possible, the repairs would be carried out on-site itself. However, in case the equipment needs to be taken to the firm's/workshop, the firm would provide a 'stand-by' for the same. Also sufficient quantity of the spares of all types should be kept in the Tribunal. The firm will also provide maintenance and repair services on holidays in case of emergency. In case of non-availability of drivers of the machine (branded one like HP, HCL, IBM, Compaq etc.) they will be required to arrange themselves from their sources.
- 3.4 The equipment to be taken out to the workshop for repairs will be done with proper permission of the competent officer, and would be at the firm's own risk and expenses.
- 3.5 In case the requisite parts are not available, the same should be replaced with the parts of higher level compatible with the system.
- 3.6 The firm shall be responsible for taking back up of data and programme available in PC/ Laptop before attending to the fault and shall also be responsible for reloading the same. The backup copies are to be returned to the users, under acknowledgement from the user. In case data is lost, the firm shall be responsible for recovering the same at their own cost.

- 3.7 Being a comprehensive contract, all liabilities arising out of any fault/replacement of any part, will be borne by the vendor, if not mentioned separately otherwise. Any damage or loss caused to the Computer/s, Laptop/s, Tablets, Routers, Switches, Printer/s, Server/s, Scanner/s etc. or their parts due to negligence, mishandling by user or resident engineer shall be made good by the company either by payment in cash at the prevailing market price of that items or by a new one (from OEM) of the same make and specifications.
- 3.8 The contract will be initially valid for a period of one year from the date of furnishing of Performance Bank Guaranty and further extension is subject to the satisfactory performance. The rates quoted should also cover the maintenance of operating system, software installation, installation of patches, preemptive actions against spread of virus, detection/removal of virus, configuration of applications (client/server), connection of computers/Laptops to projector/Video Conferencing Machine for presentation. The rates quoted will remain in force for the full period of the contract. No revision of rate on any account shall be entertained during the contract period. It will be open to TDSAT to extend the term of the agreement on the same terms and conditions for a further period upto one year, if necessary.
- 3.9 AMC exclude clause: - AMC will not include Laptop batteries/UPS batteries, computer stationery like paper /ribbons / laser printer toners / inkjet cartridges. However, .comprehensive AMC includes all the electronics, plastic items, knobs, movable / rotational parts necessary for normal operation of the original equipment excluding only the stationery items like tapes, ribbons, toners etc.
- 3.10 The vendor shall check all the computers / Printers within 3 days of signing the contract and submit report to the Head of Office, TDSAT. In case no report is submitted within stipulated time, it will be assumed that all the machines are in running conditions.
- 3.11 The systems that are not serviceable by the agency due to obsolescence of technology or non-availability of parts/assemblies/components, will be withdrawn from the maintenance contract. The decision of the Head of Department, TDSAT regarding non-availability and obsolescence of Technology and withdrawal of these items from the main contract will be final.

Withdrawal of such systems shall be communicated to the agency and equivalent maintenance charges shall be deducted accordingly.

- 3.12 At the end of the AMC - contract period, both the user and AMC holder shall certify separately that the computer systems/electronic device are in satisfactory working condition and that no fault or complaints are pending.
- 3.13 In case of non performance of the contractual obligation for the entire/ extended period of contact the firm/ agency will be liable to recovery at higher rates, vis-a-vis those contracted with, which may have to be incurred by this Tribunal on maintenance of machines for the balance period of contract by alternative means. The PBG in such event would also be forfeited.
- 3.14 The TDSAT shall have the right to inspect firm/Agency site to assess infrastructure before awarding the AMC and it may reject contract in the event of Tribunal's dissatisfaction about Firm's infrastructure or otherwise.
- 3.15 The contract can be terminated by this Tribunal at any time without giving any notice or without assigning any reason, if the work of the contractor is found unsatisfactory during the currency of this contract. In this connection decision of the Head of Department, TDSAT shall be final and binding on the firm.
- 3.16 This tender is not transferable and under no circumstances the successful bidder shall be allowed to sub-contract with any other person/party.
- 3.17 At the time of expiry of contract all the equipment's under maintenance shall be handed over in working condition so that handing over of AMC to next contractor takes place in a smoother manner. The vendor shall provide services for at least 15 working days from the date of expiry of the contract for smooth transfer of the AMC to the new contractor without any extra cost. In this connection, any equipment which is noted as in non-working condition till the last hour of the AMC contract period should be rectified by the Contractor

without any extra cost to the department.

4. Penalty

- 4.1 If the Firm/ Agency does not attend to the complaint of minor faults within one hour from the time of complaint registered to the resident engineer deployed by the company the penalty of Rs. 100/- per hour shall be levied. Further, if the resident engineer reported the complaint to the firm for rectifying the same and the same may not be rectified within a day, an amount of Rs.500/- per day from the vender will be deducted.
- 4.2 If the company fails to repair/replace the system for one week, the system may be got repaired from other Agency/Firm & made functional and the expenditure incurred there on shall be recovered from the Contractor, apart from the penalty levied as stated in the preceding para. This may even entail termination of the contract & forfeiture of Performance Bank Guarantee.
- 4.3 In the event of Service Engineer remaining absent/on leave, without substitute thereof, deduction will be made @ Rs.1000/- for each day of absence, from the contracted amount.
- 4.6 Penalty shall be deducted from the running payments due to the contractor.

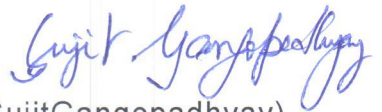
5. Payment

- 5.1 No advance payment would be made in any case. However, quarterly payment after satisfactory performance of each quarter would be made.
- 5.2 The company will not have any legal right to proceed against the Department in the event of late payment due to unforeseen reasons.
- 5.3 The Earnest Money Deposit amount would be refunded after award of contract.
6. Quotation received without sealed cover or without quoting rates in

the specified proforma will not be accepted. The Tribunal reserves the right to reduce or increase the number of equipment/items offered for maintenance contract during the currency of AMC. For increased number of such equipment/items the contractor may charge for repair/ maintenance on prorata basis. In case contract is given for higher number of equipment than the number as per the Annexure, then proportionate amount of contract will be increased, if number is reduced amount will be reduced proportionately. TDSAT also reserves the right to reject any quotation without assigning any reason.

7. The payment in respect of the items at present under warranty will be made on prorata basis.
8. The rates quoted should be net and no discount, free services/offers quoted in the quotation will be considered.
9. The tender notice is also available at the official website: www.tdsat.nic.in/www.tdsat.gov.in

Yours sincerely,


(SujitGangopadhyay)
Admn.Incharge

TECHNICAL BID

CHECK LIST OF TECHNICAL TERMS & CONDITIONS

For AMC of computers & its peripherals in Telecom Disputes Settlement & Appellate Tribunal (TDSAT), New Delhi

| S.No. | Items | Details | Page No. |
|-------|--|---------|----------|
| 1. | Name of tendering AMC Service Provider | | |
| 2. | Proof of Experience for providing the AMC service for the last five years | | |
| 3. | Proof of last 3 years annual turn-over [as per clause-A(ii) of bid document] | | |
| 4. | Experience of the last three years in Govt. Deptt./Autonomous bodies, statutory bodies, PSUs | | |
| 5. | Experience certificate of atleast two Govt. Department/ Autonomous bodies, statutory bodies, PSUs | | |
| 6. | The firm should be registered with relevant authorities, if required by law, and with the Delhi Sales Tax Department for Works Contract Tax. | | |
| 7. | Attach copy of Income Tax clearance certificate/ returns for the last three years and copy of PAN/GIR No. | | |
| 8. | Attached List of Hardware and Network engineers alongwith their qualification. | | |
| 9. | Full address of Firm Telephone No. Fax No. Email Address | | |
| 10. | Full address of Workshop Telephone No. Fax No. Email Address | | |
| 11. | PAN/GIR No. (attach self attested copy) | | |
| 12. | Service Tax Registration No. (attach self attested copy) | | |
| 13. | EMD details | | |

Signature

FINANCIAL BID**Details of Equipment's****(A)**

| ITEM NAME | QTY. | UNIT PRICE | TOTAL |
|--|----------|------------|-------|
| CPU | TOTAL 32 | | |
| CPU I7 | 14 | | |
| CPU I5 | 8 | | |
| CPU I3 | 2 | | |
| CPU DUAL CORE AND CORE 2 DUO | 6 | | |
| CPU (Intel Pentium) | 2 | | |
| MONITOR | 32 | | |
| PRINTER | TOTAL 34 | | |
| HP LASERJET 1020 | 9 | | |
| HP LASERJET P1007 AND P1008 | 7 | | |
| HP COLOR LASERJET 1415 MFP | 2 | | |
| HP COLOR LASERJET 2025 | 1 | | |
| HP COLOR LASERJET 1215 | 1 | | |
| HP LASERJET 2035 | 2 | | |
| HP LASERJET 2300 DN | 1 | | |
| HP LASERJET 1522 MFP | 3 | | |
| SAMSUNG LASERJET SCX 4828 FN | 1 | | |
| EPSON LQ-300+II | 1 | | |
| CANON 4380 FN | 1 | | |
| CANON MFD 4750 | 1 | | |
| HPLASERJET M175A COLOUR | 1 | | |
| HPLASERJET 1536DNF | 1 | | |
| HP LASERJET m176n | 2 | | |
| LAPTOP | TOTAL 5 | | |
| LAPTOP DUAL AND CORE 2 DUO SONY | 2 | | |
| LAPTOP I5 HP | 1 | | |
| SONY LAPTOP WITH TOUCH SCREEN | 1 | | |
| LENEVO LAPTOP I-7 | 1 | | |
| SERVER HP-ML330G6 | 1 | | |
| APPLE ALL IN ONE COMPUTER | 1 | | |
| APPLE TABLET | 3 | | |
| ROUTER | 1 | | |
| SWITCH 8 PORT | 5 | | |
| SWITCH 16 PORT | 1 | | |
| SWITCH 24 PORT | 2 | | |
| Full Time Resident Engineer Charges (see Clause B (ii)) | | | |
| Total | | | Rs. |

* Unit price must be quoted

* With regard to new system & printers see clause 7 of the tender document.

