

S.No.....
Cost of Tender Document Rs.2500/-

No.F.Stores/5-17/CAMC/2016-17/
REGIONAL INSTITUTE OF EDUCATION,AJMER
(C&W SECTION)

Notice With Extended Due Date

Tender Document for

**Comprehensive Annual Maintenance Contract of Computers & Peripherals in
R.I.E.**

Last Date & Time for submission of Bids **2th February, 2017** at 3.00 P.M.

Venue : Room No 2
Regional Institute of Education,
Capt. D.P. Choudhary Marg,Ajmer

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REGIONAL INSTITUTE OF EDUCATION, AJMER-305004

NOTICE INVITING TENDER

Sealed tenders (Technical and Commercial Bids) are invited from Original Equipment Manufacturer (OEM) or Authorize Service Provider (ASP) only in separate sealed envelopes for CAMC of Computers, Printers, Scanners, Laptops and Active, passive networking components in various Departments/Offices in RIE, AJMER.

The Tender Document may be downloaded from the RIE, Ajmer website www.rieajmer.ac.in. The complete Tender documents with a Crossed Demand Draft of Rs. 2500/- in favor of Principal, RIE, payable at Ajmer may be sent to the undersigned.

Administrative Officer

TENDER DOCUMENT

TENDER NO :

Subject: Comprehensive Annual Maintenance Contract for PCs, Peripherals, Active and Passive Network Equipments at RIE, Ajmer-305004

The RIE, Ajmer invites sealed tenders from Original Equipment Manufacturer (OEM) their Authorized Service Provider (ASP) only to maintain IT hardware resources including the networking equipments (active, passive components, information outlets splicing and connectorisation) to have the network setup at campus operational round the clock in RIE. Ajmer **for two years on annual basis, extendable further for one year**. Entire maintenance will be given to one such organization and no intermediary will be entertained. The firm should have a track record of maintaining, at least network of minimum 300 machines at the same location with at least 5 years of quality experience in maintaining the machines and network setup. **The average annual turn over of the firm should be more than Rs.50.00 Lac the last three years 2013-14, 2014-15 and 2015-16** together with ITR of the Company for the last three years i.e. **2013-14, 2014-15 and 2015-16**. The firm must have ISO or equivalent certification for computer hardware maintenance services.

- a) The tender form containing the details of terms and conditions duly filled in along with the demand draft of **Rs. 25 Thousand as Earnest money** in favor of **Principal, RIE, Ajmer** should reach to the **Administrative Officer, Regional Institute of Education, Ajmer** by 3 p.m. on Bids **2thFebruary, 2017**, and shall be opened on **7th February, 2017** at **3.30 p.m.**.

One representative of the firm may be presented at the time of opening of the Technical Bid.

All interested eligible bidders (OEM or ASP only) are requested to submit their bids duly filled in as per the criteria given in this document:

1. Technical Bid and EMD of **Rs.25 thousand** should be sealed in a separate envelope subscribing "Technical Bid for Tender No: No.F.Stores/5-17/CAMC / 2016-17
2. Commercial Bid should be sealed in a separate envelope subscribing "Commercial Bid for Tender No: No.F.Stores/5-17/CAMC/2016-17
3. Demand Draft for Earnest money of **Rs. 25 thousand** in favor of **Principal, RIE, Ajmer** must be put in a separate envelope with the Technical Bid and terms and conditions

Both Technical and Commercial Bid envelopes should be enclosed and sealed in a separate envelope subscribing the “Tender for CAMC of PCs, Peripherals and Network Equipments and setup”. The sealed envelope should be addressed to:

Principal, Regional Institute of Education, Capt.D.P. Choudhary Marg, Ajmer-305004.

Last Date of Submission: Bids **2th February, 2017 up to 3:00 p.m.**

The completed Tender documents are to be submitted with Tender Fee Amount of Rs 2500/- in cash or DD in favour of Principal, RIE, Ajmer payable at Ajmer Tender fee Demand draft must be kept in the Technical Bid. As such the Technical Bid envelope must have (i) duly filled in Technical Bid (ii) Demand Draft for EMD (In separate envelope) and (iii) Demand draft for Tender Fee.

CHAPTER 1: Eligibility Criteria of Tenderer/ Bidder

7. Eligibility Criteria

The bidder should be

- (a) ISO 9001/9002 Certified Company with at least 5-years experience in providing Comprehensive Annual Maintenance Contract support for PCs, printers, peripheral and IT network setup with consistent good record in reputed organizations.
- (b) The bidders must have successfully carried out the job of Comprehensive Annual Maintenance of computers, peripherals, printers, Laptops and Active, Passive network equipments **of at least one reputed organizations** which should be preferably a reputed Educational Institute .
- (c) The bidder should have **maintained at least network of minimum 300 PCs** in single/multiple location/s under single contract.
- (d) The bidder should have the **experience of providing satisfactory services** for any or all of the following makes of PCs/Printers:
 - * HP/Compaq/IBM/DELL/HCL/Lenovo range of PCs and laptops,
 - * HP/Canon/Xerox Multifunctional/Konica Minolta range of printers and
 - * Range of networking equipments
- (e) The bidder should have an **Average Annual Turn over of more than Rs.50.00 Lac for the last three years 2013-14, 2014-15 and 2015-16** in respect of IT sale and services for maintaining IT infrastructure. This has to be substantiated by the Balance sheet of the Firm / Company for the relevant years duly certified by CA.
- (f) The Bidder should have posted net profit in the last three financial years. The Certification to this effect **must be certified by the CA.**
- (g) The bidder should have **at least one of its service centre located in Ajmer.**
- (h) **Letter from the Principal/OEM (in case of third party critical items like HP servers etc.)** supporting the tenderer for the entire CAMC period including the extended period as per clause for supply of spare parts and necessary support to the bidder, if required by them, to upkeep the systems and network setup up in CAMC.

- (i) **The bidder should not have been blacklisted on any account by any government organization (copy may be enclosed).**
- (j) The bidder should submit all documentary evidences in support of the eligibility criteria.
- (k) Adequate infrastructures to satisfactorily execute the CAMC Contract.
- (l) **Failure of submission of any of the documents in Technical Bid will make the bid rejected as non-responsive. RIE, AJMER will have the option to treat some documents as mandatory/optional in the benefit of the RIE. Aimer**

2. Schedule of Invitation to Tender

(a)	Name & Address of the Purchaser	Principal, Regional Institute of Education, Capt. D.P.Choudhary Marg, Ajmer-305004
(b)	Locations where the CAMC Services are to be performed	Different Deptts./Sections/Unit/Cells of RIE, Capt. D.P.Choudhary Marg, Ajmer.
(c)	Place of submitting Tender	Principal, Regional Institute of Education, Capt. D.P.Choudhary Marg, Ajmer-305004 (Room NO.02)
(d)	Last Date & Time for submission of Tender is on or before	<u>2nd February, 2017 up to 3:00 p.m.</u>
(e)	Date & Time of Opening of tender	<u>7th February, 2017 3:30 p.m.</u>
(f)	Date till which the Tender is valid	90 Days from the date of opening of Financial Bid

Note: RIE, AJMER shall not be responsible for non-receipt/non-delivery of the tender documents due to any reasons what so ever.

CHAPTER 2:

SCOPE OF WORK

Scope of Work

The successful bidder shall maintain all the equipment as listed in Chapter 5 '**List of Hardware**' of the Tender document under a "**On site Comprehensive**" **Annual Maintenance Agreement** initially for a period of 2 (two) years. However order from RIE, AJMER will be placed on annual basis based on the satisfactory performance of the services. It may further be extendable for third year on mutual agreement without increase in CAMC Cost. A formal letter from RIE, AJMER to his effect & acceptance from the vendor will suffice.

The **comprehensive maintenance shall cover :**

1. Maintaining of all items under CAMC in good working condition.
2. Functioning of entire network setup in the RIE Campus along with all Active, Passive networking equipment in good working condition.

Corrective maintenance:-.

The company has to provide the **repairs/replacement of defective parts of various machines within the maintenance charges including plastic parts, printer belt, Teflon paper of printer, socket of printer, lamp of scanner, printer band, logic card, printer head, Tray, Daisy wheels, Printer roller, Tray & Door, Plastic parts, Printer belt, Transparency film, Sealed Magnetic media Plastic covers, Knobs, Servers & Tractors rods, Hard Disk, Fuser Assembly, Printer knobs, online buttons, gear, CPU along with mother board, FDD, DVD, HDD, RAM, SMPS, Monitor, Picture Tube etc.** whichever applicable including consumable parts except batteries, printer cartridges, ink, ribbons and other parts which are bound to go bad due to what so ever reason including technical, electrical, burn out, wear and tear etc.

4. Maintenance of entire Network and Passive equipment

which also include all such items for the RF link such as RAD Modem Router and other items like switches, information outlet, jack panels, cable termination and fiber splicing as and when required in case of break down for what so ever reason. This shall include the following:

- (a) Maintaining of all racks and networking equipment in good, and clean conditions
- (b) Shifting or addition of network nodes in a network currently comprising of more than 1200 nodes.
- (c) Fixing of conduits for cable laying as per **ISO** standard for addition of approx. 100 networking nodes.
- (d) Laying/Removal of UTP cable, cable terminations, I/Os, patch panel, & cable testing etc.

- (e) Splicing of fiber cable using suitable connectors and proper shielding of spliced cables in jointer box in case of breakdown in any part of the campus.
- (f) Any other work assigned by the RIE, AJMER to keep the passive network in good and clean conditions.

5. Maintenance of Active Network. This shall include the following

- (a)** Functioning of entire campus network in RIE, AJMER
- (b)** **Two hours maximum down time for any active networking equipment.**
- (c)** **Replacement of active networking equipment with equivalent or higher within 3 days.**

Note: For carrying out above listed actions, prior approval from the RIE, AJMER is required with plan of work.

- 6** Periodic quarterly **preventive maintenance.**
- 7** Removal/ cleaning of virus thorough antivirus software.
- 8** Installation of general purpose Genuine (Original) software such as Open Office, windows operating systems, MS Office etc on PCs/laptops.
- 9** Correcting Software faults as and when reported.
- 10** Configuring the devices to access ERP's Network/Internet/E-Mail. Procedures will be provided by the RIE, AJMER.
- 11** **At any point computers, peripherals and network equipment of equivalent / higher configuration may be added/removed from the CAMC at already agreed to tender rate.**
- 12** The vendor shall station at least one qualified resident Engineer with at least 2 years of experience and necessary infrastructural facilities for a pool of each 100 computers located at one/ multiple place(s). The vendor shall provide maintenance services on all working days i.e. Monday to Friday from 8.30 a.m. to 6.00 p.m. However, if needed by RIE, AJMER, such services shall be provided by the vendor even on Saturdays/ Sundays and other holidays.
- 13** **A stand by machine of similar or higher capacity must be provided if the machine is down continuously for duration as given in Annexure 4.**
- 14** The Hardware Engineers should have mobile facility so that they can be contacted at site when in movement.
- 15** For each quarter of the annual contract period, on annual basis, performance certificate from Maintenance cell, Computer Division shall be obtained by the vendor. The bills along with the weekly reports and performance certificate on prescribed performance shall be submitted to the office of C&W Section immediately after expiry of the each quarter for the release of the payment. Payment will be released subject to deducting penalty, if any. The vendor will maintain complaint details in respect of all user requests/ complaints. Complaint register shall also be maintained by the vendor at all such places where their resident engineer will be located. Data/ information management shall be computer based and weekly reports must be submitted to the Section Officer, C&W Section, RIE, Ajmer-305004.

This will be a precondition for processing of Bills. One senior engineer must visit every fortnight to review/repair the complex problems. Also monthly review meeting on the activity will be a must to attend and sort out issues with mutual discussion.

- 16 Maintenance of Recommended spare parts at Section Officer, C&W Section, RIE, Ajmer . It must cover all such vital components required for the entire jobs as above
- 17 The firm will guarantee minimum uptime of 95% in respect of PC, printers and passive equipment. If the uptime of any system falls below this for any given month, RIE, AJMER shall have the right to extend the contract period for that system by one month on compensatory ground in addition to the penalty clause mentioned.
- 18 Safeguarding the Users' data before performing any operation on the Computer.
- 19 Setting up an "IT Help Desk" for providing a single window solution for all IT related problems including recording of complaints, problem diagnosis and coordinating with the concerned sections of various departments/sections/divisions etc. for providing timely solution.
- 20 Maintaining item wise record of replacement/repair activities carried out on each equipment. The RIE, AJMER may seek these details as and when required.
- 21 Providing comprehensive IT support to the top executives in the RIE, AJMER through 'Executive Help Desk'. This shall include support to the Principal, Administrative Officer, Heads of Deptts./Divisions/Cells/Units and other important officers of the RIE, AJMER. The activities shall include the following:
 - (a) Ensuring availability of the IT resources to the executive (irrespective of the coverage of such resource under CAMC).
 - (b) Providing all support in accomplishment of IT based work.
 - (c) Carrying out preventive maintenance activities on regular basis and ensuring readiness of an up to date backup resource in case of any hardware/software failure.
 - (d) Coordinating the work with other external suppliers for ensuring availability.
 - (e) Above services will be required at all the locations (offices, residence) wherever equipments have been provided by RIE, AJMER. Other requirements of the Top Executive Help Desk are:
 - Extended working for the deputed resource
 - Good communication skills
 - Good knowledge of hardware as well as commonly used software including Windows OS, MS-Office, Antivirus, etc..

23. Replacement of Original Parts of IT Equipments

The faulty parts of the IT Equipments shall be replaced with new one of the Original Equipment Manufacturer (OEM) make only. In support of this the successful bidder will have to submit the Cash Memo/Bills from the OEM concerned. In case if the faulty parts is not replaced with the prescribed OEM make part, the contract of the AMC shall be terminated and the performance security deposit shall be forfeited without assigning any reason/notice in this regard.

23. Any other action required for keeping the equipment under good working conditions

Chapter 3:

INSTRUCTIONS TO THE BIDDER

11. General instructions

The offers complete in all respect, in prescribed formats, should be submitted on or before the time and date fixed for the receipt of offers as set forth herewith in the tender documents. Offers received after stipulated time and date shall be summarily rejected.

2. Deposit of Earnest Money

- (a) Tenders submitted without Earnest Money deposit shall be rejected.
- (b) The bidder shall be required to deposit Earnest Money of **Rs.50 thousand (Rupees fifty thousand only)** through fixed deposit receipt/Bank guarantee /Bank Draft/Pay Order drawn in favor of the **Principal, RIE, AJMER, payable at Ajmer from any commercial banks in an acceptable form. The EMD must accompany the “Technical bid and Terms and conditions,”** hereafter referred as ‘Technical Bid’, otherwise the offer shall not be considered.
- (c) The EMD shall remain deposited with RIE, AJMER till the period of validity of offer.
- (d) No interest shall be payable by RIE, AJMER on EMD.
- (e) The EMD deposit is liable to be forfeited, if the tenderer withdraws, amends, impair or derogates from the tender in any respect, within the period of validity of his offer.
- (f) The EMD of the successful tenderer shall be returned after the Contract Performance Guarantee is furnished by him.
- (g) If the successful tenderer fail to furnish Contract Performance Guarantee then the EMD shall be liable to be forfeited by RIE, AJMER and RIE, AJMER will have the choice to award the contract to second lowest bidder.

3. Last date for Submission of Tender Document:

Sealed Technical and Financial Bids placed separately in a single sealed envelope complete in all respect, along with the earnest money and tender document fee, should reach Administrative Officer, RIE, Ajmer (Room No.2) **on or before Bids 2nd December, 2016 up to 03:00 PM.**

4. Submission of Bid

- (a) The bidder should submit bids in two parts viz. ‘Technical Bid’ and ‘Commercial Bid’. The Technical Bid should be sealed in a separate sealed envelope along with DDs for EMD and Tender Fee, subscribing ‘**Technical Bid for AMC of Computer, Peripherals, Active and Passive networking equipments**’ and ‘Commercial Bid’ should be sealed in a separate sealed envelope subscribing ‘**Commercial Bid for CAMC of Computer, Peripherals, Active and Passive networking equipments**’.

Both Technical and Commercial Bid envelopes should be enclosed and sealed in a separate envelope marked as 'Bid for Maintenance (CAMC) of Computer, Peripheral, Active, and Passive networking Equipments'. The bid should be addressed to:

The Principal, Regional Institute of Education, Cap. D.P. Choudhary Marg, AJMER,

- (b) All prices and other such information like discounts etc. having a bearing the price shall be written both in figures and words in the prescribed form. All the papers submitted with the bids as above for Technical and Commercial Terms and Conditions must be signed by the tenderer. Where there is a difference between amount quoted in words and figures, the amount quoted in words shall prevail. The Excise Duty, Sales Tax, WCT, service tax or any other Govt. duties etc. as applicable should be quoted separately, failing which, RIE, AJMER shall have no liability to pay these charges, and the liability shall be that of the tenderer.
- (c) Each page of the bids shall be numbered. It must bear the signature and seal of the tenderer at the bottom. All offers shall be either typewritten or written neatly in indelible ink. Any correction should be properly authenticated.

5. Technical Bid

The Technical bid must be submitted in a **spiral bounded** report format containing the documents arranged and labeled as per the following index. **It may be noted that if the documents of Technical Bid are found without spiral binding, the same shall be summarily rejected.**

- (a) Covering letter duly signed by the authorized person (**Annexure –I**).
- (b) DD/Pay Order towards Earnest money.
- (c) DD/Pay Order/Cash Receipt towards tender document fees.
- (d) Company Profile as per format in **Annexure – II**.
- (e) Documentary evidences in respect of eligibility criteria. Each document should be labeled on the top right so as to indicate the eligibility criteria serial number.
- (f) Letter from the Principal/OEM (in case of third party item) supporting the tenderer for entire AMC period including.
- (g) Compliance to all terms and conditions laid down in this Tender Document.
- (h) Compliance to the Scope of work laid down in this Tender Document.
- (i) Details of the Manpower proposed to be posted at RIE, AJMER, for rendering CAMC services (**Annexure –III**).
- (j) Quality of Service Offered (**Annexure –IV**).
- (k) Inventory of Standbys to be provided at IT Help Desk at RIE, AJMER (**Annexure –V**).
- (l) Arrangements proposed by the bidder for ensuring replacements of parts with non-spurious items i.e. original equipment.
- (m) Any deviation to the scope of work or terms and conditions
Failure of submission of any of the document in Technical bid will make the bid rejected as non responsive. RIE, AJMER will have the option to treat some documents as mandatory /optional in the benefit of the university i.e RIE, AJMER.

Note: Technical Bid with loose or unlabelled papers will be summarily rejected.

6. Financial Bid

The Financial bid should be according to the format given in the Tender Document. It should be ensured that no required value against an item is missed. If the bidder does not want to charge for an item the value must be filled as ZERO. All totals should be correct. The financial bid should contain followings:

- (a) Covering Letter from the Bidder duly signed.
- (b) Unit rate of Maintenance charges on yearly basis against the machines as indicated in Chapter -5.
- (c) Taxes, if any must be indicated.
- (d) Total bid amount in terms of INR for a year covering all the machinery as indicated in the chapter -5.
- (e) The Financial Bid shall be opened only for the technically short-listed vendors on specified date and time in RIE, AJMER. One representative from the company may be present, if they desire so, at the opening of the Financial Bid.
- (f) **RIE, AJMER will select the vendor on the basis of overall lowest bid quoted by technically short-listed bidder.** The decision of the RIE, AJMER arrived at as above, shall be final and representation of any kind shall not be entertained on the above. Any attempt by any vendor to bring pressure of any kind may disqualify the vendor for the present tender and the vendor may be liable to be debarred from bidding for the RIE, AJMER tenders in future for a period of three years.
- (g) RIE, AJMER shall have no obligation to convey reason for rejection of any bid. It shall be opened for RIE, AJMER to reject even the lowest bidder, in the interest of the University and no reason need to be given thereof.

7. Clarification of Bids

To assist in the examination, evaluation and comparison of bids the RIE, AJMER may, at its discretion, ask the Bidder(s) for clarification(s) of the bid. The request for clarification and the response shall be in writing.

8. Effect and Validity of Offer

- (a) The submission of any offer connected with these specifications and documents shall constitute an agreement that the tenderer shall have no cause of action or claim, against RIE, AJMER for rejection of his offer. RIE, AJMER reserves the right to reject or accept any offer or offers at its sole discretion and any such action will not be called into question and the tenderer shall have no claim in that regard against the maintenance service
- (b) The offer shall be kept valid for acceptance for a minimum period of **90** (ninety) calendar days from the date of opening of Financial Bid.
- (c) The offer shall be deemed to be under consideration immediately after they are opened and until such time the official intimation of award of contract is made by RIE, AJMER to the tenderer. While the offer is under consideration, if necessary, RIE, AJMER may obtain clarification on the offer by requesting for such information from any or all the tenderers either in writing or through personal contacts as may

be considered necessary. Tenderer shall not be permitted to change the substance of their offer, after the offer has been opened.

- (d) RIE, AJMER shall not be responsible for any delay in submission of the tender bids. The offer submitted by the bidder through **telex/telegram/fax or e-mail would not be considered** as a valid offer. No further correspondence will be entertained in this matter
- (e) In the event, the vendor's company or concerned division of the company is taken over by another company, all the obligation under the agreement with RIE, AJMER shall be passed on to the new company/division for compliance by the new company on the negotiations. The Registration number of the firm along with CST/WCT/TIN/PAN number allotted by the Sales Tax authorities shall invariably be given in the tender.
- (f) In case of tenderers whose tenders are not considered for placing order, the earnest money deposit shall be refunded without any interest within one month of the decision. In the case of tenderers whose tender are accepted for placing the order, tenderers shall give Security Deposit equivalent to 10%(ten percent)) of the value of the annual contract as security deposit/performance guarantee, which will be valid for the entire period of the contract plus two months.
- (g) In case RIE, AJMER notice that the market rates have come down from the time when rates were finalized in the rate contract/order or there is a need for re-asking the offer based on market trends, RIE, AJMER, may ask the technically short-listed vendors to re-quote the maintenance cost and the vendor shall be selected on the basis of procedure given earlier. The time difference between such re-quotes shall be minimum 3 month except in case of the Union Government budget.

RIE, AJMER reserves the right to award the contract to any of the bidders irrespective of not being lowest, taking into consideration the interest of RIE, AJMER and in this respect, decision of RIE, AJMER shall be final.

9. Tender Opening and Selection of OEM/ or their Authorized Service Provider

Only the 'Technical Bids' part will be opened at the notified location on 9th December, 2016 at 3:30 pm in the presence of bidders or their representatives, who wish to be present. Technical bids will be evaluated and after technical evaluation of the offer received, the financial bids of only those vendors who are found technically suitable, shall be opened. Only technically qualified bidder will be informed by post/fax/phone/email about the opening of the Financial Bid at appropriate time.

Bidders will be selected by the following steps given as under:

- (a) Short-listing of eligible vendors satisfying the technical qualification requirements laid in this Tender document.

- (b) Selection of bidder as the Service Provider who offers the lowest price and meets the commercial qualification requirements from the technically qualified shortlisted vendors.

Vendors will be short listed by a duly constituted Tender Evaluations Committee (TEC). If considered necessary, TEC will visit and inspect the infrastructure for service providing facilities of the vendor. The TEC may examine strength of the service support in terms of qualified engineers, spare parts stock, repair facilities, quality data and MIS at vendor's place. The short-listed vendors may be called for detailed discussion at a specified date, time and venue if needed, by the TEC.

- (c) If RIE, AJMER considers necessary, revised financial bids may be asked from the short listed vendors. Such bids should be submitted **within two days of the intimation to this effect in sealed envelopes on specified date and time**. The revised bids shall not be for amount more than the one quoted earlier for an item. **Any vendor quoting higher rates for the same item quoted earlier in their revised bid shall be disqualified for further consideration and EMD submitted may be forfeited.**

10. Acceptance of offer

The tender shall be processed as per standard procedure .RIE, AJMER, however, reserves the right to reject any tender without disclosing any reason. RIE, AJMER would not be under obligation to give any clarifications to those vendors whose tenders have been rejected.

11. Signing of Agreement

The successful bidder(s) shall execute an CAMC Agreement as per the format prescribed by RIE, AJMER based on this Tender Document and agreed Terms and Conditions. After the expiry of agreement, RIE, AJMER, **based on the performance of the services offered and on its sole discretion, may offer the successful bidder to extend the CAMC contract for another one-year period.**

Chapter 4:

CONDITION OF CONTRACT

1. Performance Guarantee Bond & Security Deposit

- (a) After an 'Acceptance of tender' is issued by RIE, AJMER, the successful bidder shall be required to submit a Performance Guarantee Bond & Security Deposit of 10% of annual contract value (BG) from a nationalized/commercial bank. This will be done within 15 days from the receipt of the acceptance of the award of contract. Performance Security shall remain with RIE, AJMER for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligation. No interest shall be paid on the Security Deposit amount.
- (b) If the vendor, having been called upon by RIE, AJMER to furnish Performance Guarantee Bond, fails to furnish the same, it shall be lawful for RIE, AJMER:- to recover the amount of the bond from the vendor by deducting the amount from EMD or any pending bill of the vendor under any contract with RIE, AJMER or the Government or any person contracting through RIE, AJMER or otherwise howsoever and cancel the contract and award the contract to another vendor at the risk and cost of the vendor.
- (c) On performance and completion of the contract in all respects, the Performance Guarantee Bond will be returned to the vendor without any interest.

2. Deployment of Engineers and Other Personnel

- (a) The bidder on an average shall depute adequate number of qualified, cultured resident-engineers and other personnel (minimum one engineer for every 100 desktops or part thereof) at the IT Help Desk. In case of absence of an engineer, substitute shall be provided by the successful bidder on day-to-day basis. The successful bidder shall furnish names, designations, qualifications experience and mobile numbers of all deputed engineers. Deputed Engineers should be well experienced in maintenance of all types of PCs, peripherals, network cabling, Software such as Windows, Linux and Anti Virus, and TCP/IP networking. The engineers must report every day at 9:30 a.m. to the IT Help Desk, Computer Division and mark attendance. The engineers shall be changed only after prior approval of the In charge, Maintenance Cell, Comp. Division during maintenance period. The engineers may be assigned duties depending on the requirements.
- (b) One of the deputed engineers may also be engaged in providing software support services on all PCs of the RIE, AJMER including those in warranty. The services will however remain limited to formatting of PCs, installation of commonly used software including AV, OS and configuring network, Email, ERP etc. Software and related procedures however will be provided by RIE, AJMER.

3. Delivery of Services

- (a) The vendor shall, as may be required by RIE, AJMER, deliver/provide the services at RIE, AJMER.
- (b) The vendor will ensure maintaining services by deputing adequate engineers in RIE, AJMER (preferably one engineer-expert in LAN/Printers/Computer hardware each) with sufficient spare parts of Computers/LAN/Printers etc. The maintenance call should be attended along with solution/standby on the same day at RIE, AJMER. For the other location, where residence engineers is not available, service must be provided within 24 hours after call is registered. The calls may be registered through phone/fax/email/manual entry in call register or through any other means of communication like online registration paging, SMS etc. If the calls are received in the morning, it must be attended on the same day and only next day if the calls are received in afternoon/evening.
- (c) The vendor will have to do preventive maintenance of Computer/Printers/Network Switches etc at least once in each quarter. Reports to this effect will be submitted by the vendor to the In charge, Maintenance Cell, Computer Division in each quarter.
- (d) The hardware engineer provided by the vendor should be well qualified and expert in the area of Networking, Computer, Printers repairing/replacement. They will also be required to provide such services for events like conferences, presentation etc organized by RIE, AJMER.
- (e) The vendor will collect faulty equipment from the site and deliver/install the rectified equipments on site.
- (f) The engineers will submit weekly report on their activities towards CAMC to Section Officer, , RIE, AJMER (Room No.43),. This will be mandatory for processing of bills.
- (g) During the contract period vendor will maintain recommended spare part at RIE for all the components like motherboard, HDD, CDD, FDD, RAMs, Interface cards, monitors, switches, hubs modems, other network equipments if applicable, so as to provide spares on demand for keeping machines and network service up. **A penalty of Rs. 2,000/- per day or part thereof will be levied for non-maintenance of spare parts in RIE, AJMER premises as given.**

- | | | | |
|--|---|--|---------------------------------------|
| 1. HDD | } | | |
| 2. RAM | | | |
| 3. CDR and CDRW | | | |
| 4. FDD | | | |
| 5. Key Board | | | (Min.One each for every 75 computers) |
| 6. Mouse | | | |
| 7. Mother Board | | | |
| 8. SMPS | | | |
| 9. Monitor | | | |
| 10. Printers | | (Min.One each for every 50 printers) | |
| 11. Switches
(D-Link or equivalent) | | (Min. One each for every 15 Switches/Hub) | |
| 12. Laptop | | (Min.One each for every 100 Laptop) | |
| 13. Networking cable | | 300 meter ((UTP) | |
| 14. I/O Port | | 5 nos CAT 5/6 | |
| 15. RJ45 connector | | 50 no | |
| 16. USB printer cable | | 5 nos | |
| 17. LPT printer cable | | 5 nos | |
| 18. SC and ST connector | | 5 nos | |
| 19. OFC patch chords 5 nos | | (1 of SM SC-SC,
2 of SM SC- ST
2 of MM SC-ST) | |
| 20. Servers One standby machine. | | | |

Apart from above, the maintenance engineer must be well equipped with Maintenance Kit comprising of screw driver set, crimping tool, LAN tester, power cable, CPU, Laser light, LAN and CMOS battery, Recovery CDs(whenever possible) and Brushes etc.

- (h) In case the equipment is down continuously for duration more then as given in **Annexure IV** because of faulty parts in a system, vendor shall have to replace the faulty system by another working system having similar or higher configuration without any further cost to RIE, AJMER. If however, replacement is not done by the vendor then the penalty will levied as per Chapter 4, Clause 4 unless genuine and convincing reason is submitted to RIE, AJMER, In case hardware engineers do not attend complaints at site for more than 7 (seven) days continuously, the contract between RIE, AJMER and the vendor may be considered as breached and the CAMC may be considered by RIE, AJMER to be awarded to next lowest bidder.

4. Call attendance and Penalty

The company has to rectify the call within 24 hours of call placement and provide the service/solution to keep the machine up. The company will provide replacement of machine of same or higher configuration when machine is not working after the period mention in **Annexure IV**. User of the machines will have the sole authority to certify such cases whenever applicable. Penalty charges will be as follows.

(a) Period & Penalty Charges for Computer, printer, laptop and peripherals after the expiry of maximum time as per Annexure IV

upto 7 Days	25% of the AMC cost of the equipment for the quarter
8-15 days	50% of the AMC cost of the equipment for the quarter
16-30 days	80% of the AMC cost of the equipment for the quarter
Above One month	100% of the AMC cost of the equipment for the quarter

(b) Period & Penalty Charges for Server and Active networking Equipment

9 Hours to 24 hours	25% of the AMC cost of the equipment for the quarter
24 Hours to 3 days	80% of the AMC cost of the equipment for the quarter
Above 3 Days	100% of the AMC cost of the equipment for the quarter

- (c)** Penalty for **absence of Engineers** @ Rs. 500/- Per day per engineer will be deducted from the quarterly bill submitted by the vendor.
- (d)** Penalty @ of Rs. 2000/- per day will be deducted for **non-maintenance of proper spare parts** as given in clause 3(g) 'Delivery of Services' in Chapter 4 of the Tender Document.

5. Payment of CAMC Charges

No part of the contract price shall become due or payable until the vendor has delivered and provided service to the complete satisfaction of RIE, AJMER. Payment for the contract will be processed on quarterly basis only after receiving bill from the service provider attached with performance report for the quarter from In-charge, Maintenance Cell, Computer Division, RIE, AJMER. Processing will be effective after the expiry of said period as per the rates quoted in commercial terms and (agreed mutually) on the basis of **actual working machines**. Review of such cases of addition/deletion of items/equipments listed in the tender documents will be on the basis of mutual agreement and **decision of RIE, AJMER will be final**. The payment is subject to necessary deduction towards penalty for downtime of machines as Clause 4 for 'Call attendance and Penalty' in Chapter 4 in the Tender Document. A pre-receipted bill shall be submitted in duplicate to the Section Officer, RIE, AJMER,. The Bill must accompany the 'Performance Report', as above.

6. Freight and Taxes

The prices should be inclusive of all taxes, freight etc if applicable. Octroi Duty/WCT if any, shall be borne by the vendor.

7. Extension of CAMC Period

The CAMC can be further extended on mutual agreement for another year or part thereof on pro-rata charges basis on satisfactory performance. No supplementary agreement is necessary for this. A formal letter from the University to this effect & acceptance from agency shall suffice.

8. Termination of Agreement

The RIE, AJMER may terminate the agreement by giving a written one-month advance notice to the Service Provider, without compensation to the Service Provider and/or other suitable action, if :

- (a) The Service Provider becomes bankrupt or is otherwise declared insolvent;
- (b) The Service Provider being a company is wound up voluntarily or by the order of a court or a receiver, or manager is appointed on behalf of the debenture holders or circumstances occur entitling the court or debenture holders to appoint a receiver or a manager, provided that such termination will not prejudice or affect any right of action or remedy accrued or that might accrue thereafter to the Purchaser.
- (c) The quality of services rendered to RIE, AJMER gets degraded and/or not up to satisfaction of RIE, AJMER.
- (d) If at any stage, it is found that the parts supplied by the maintaining agency are duplicate or of inferior quality, the CAMC may be summarily terminated and the Bank Guarantee may be revoked and RIE, AJMER may take any other suitable action.
- (e) The Service Provider may request for termination of agreement by giving three month Advance notice to RIE, AJMER.

9. Travel Expense

No travel expense will be borne by RIE, AJMER. The company is bound to provide these services at all locations of RIE, AJMER.

10. Other Terms and Conditions

- Over-writing in the bid, if any, should be supported by signatures. Illegible writing may lead to rejection of bids
- The tenderer must ensure that the conditions laid down for submission of offers detailed in the bid document are completely and correctly fulfilled. Tenders, which are not complete in all respect as stipulated above, may be summarily rejected.
- **It will be imperative on each tenderer to fully acquaint him of the entire local conditions and factors which would have effect on the performance of the contract and cost. RIE, AJMER shall not entertain any request for clarification from the tenderer regarding local conditions. No request for the enhancement in price shall be entertained after the bidder has accepted the offer**

- In the evaluation and comparison of bids, RIE, AJMER reserves the right to reject any or all tenders.
- **RIE, AJMER reserves the right to increase/decrease the quantity of items as mentioned in this tender document at the time of award of work or at a later stage.**
- RIE, AJMER shall not be responsible for any delay, loss or non-receipt of tender documents or any other related document sent by post.
- All disputes, if arise during the contract period shall be shall at once instance be mutually discussed in order to resolve the same, failing which regular Courts at Ajmer only will be have jurisdiction to adjudicate upon the matter.
- The RIE, AJMER may offer one-time orientation program to the deputed engineers to introduce them to the University LAN, Antivirus system and ERP system.
- **Items presently under maintenance/warranty with other agencies may also be included at the same unit rate on pro rata charges basis for the remaining CAM period when the Warranty/CAMC is over with the existing agency. For this th selected bidder may need to depute additional engineer as agreed to.**
- The maintenance shall be done in the Institute premises. However, if it becomes necessary to take out the faulty equipment to the workshop a Gate pass for shifting of equipment should be obtained by the IT Help Desk from C&W Section.
- In case the repair of equipment takes more than 24-hours standby equipment should be made available to the user concerned.
- **In case, replacement of part become necessary, the part of the same make and at least the same configuration as in the original hardware shall be used. A document containing details of all such replacements is to be maintained separately.**
- The maintaining agency shall provide, at its cost, complete required tool kit and accessories for maintaining hardware, software and passive network to deputed engineers.
- The RIE, AJMER reserves the right to depute a third party to audit the replacements made in the equipment under CAMC or take any other such action as it may deem fit necessary to evaluate and control the quality of services rendered by the selected bidder.
- No transportation charges will be payable to the maintenance agency for site visits carried out by agency personnel in the course of carrying out maintenance work.

- The consumable items may be procured by RIE, AJMER independently and will be issued to the identified bidder for carrying out various work under CAMC.
- The RIE, AJMER, if deems necessary, may evaluate the infrastructure availability and suitability of the bidder through inspections to be carried out by a team to be deputed by RIE, AJMER

11. Index for Technical Bid

An indicative index for Technical bid Check List has been included at the end of document. This has been designed to help the tenderer in submitting complete offer. The tenderes must fill this Check List and submit with the Technical Bid along with their offer in their own interest. An incomplete offer is liable to be rejected.

12. Safety Measures

- (a) The Vendor shall take all precautionary measures in order to ensure the safety of their personnel (his representative, agent, workmen) working in the office while executing the work.
- (b) The Vendor shall ensure that unauthorized careless or inadvertent operation of installed equipment, which may result in accident to their staff and /or damage to the equipment does not occur.
- (c) The vendor shall assume all liability for and give to RIE, AJMER the complete indemnity against all actions, suits, claims, demands cost charges or expenses arising out of and in connection with any accident, death or injury, sustained by any of their person or persons within the office premises and any loss or damage to RIE, AJMER' property sustained due to the act or omissions of the vendor irrespective of whether such liability arises under the workmen compensation act or any other statute in force from time to time.

13. Settlement of Dispute and Jurisdiction.

If the dispute cannot be settled by mutual within 30 days as provided herein the courts at Ajmer, India only will have the jurisdiction to adjudicate upon the matter.

14. The service provider shall also be required to ensure the functionality of the computers and peripherals which are under warranty.

CHAPTER:-5**List of Hardware**

Items to be maintained under CAMC for two years, extendable for another one year at the sole discretion of RIE, AJMER

S.No.	Item	Total quantity of Computers and Peripherals including DMS& Library		Total Quantity to be put under AMC (approx.)
		Total	Under Warranty	
	Desktop			
1	HP/LENOVA/DELL/IBM	164	63	101
2	IBM Server	02	-	02
3	Laptops DELL /HP Make	18	14	04
4	Printer Laser Jet HP/Samsung/Canon/Konica Minolta	22	-	22
5	Scanners HP make	08	-	08
6	SWITCH 8/16/24 ports (D-link)	15-20		15-20
7	router	04	-	04
8	UPS online	02	-	02
9	UPS offline	170	30	140
10	Patch panel			
11	Switch rack/server rack			
12	Hardware firewall			
13	Line Printers			
14	Work Station			
15	Work Station- Sun microsystem make			

CHAPTER-6

CONTRACT FORM

AGREEMENT BETWEEN RIE, AJMER AND M/s----- PVT LTD.

This agreement made on this day----- between the RIE, AJMER established under the Register Society Act of 1868 and having its office at Capt. D.P. Choudhary Marg, Ajmer (hereinafter referred to as the “ R.I.E”) and represented by the Administrative Officer, RIE, Ajmer of one part and -----of the other parts.

Whereas the M/s----- engaged in the business of repair and maintenance of computers, printers, network equipments etc.

And Whereas the University is desirous of availing the service of M/s ----- -- for comprehensive maintenance of Computers, Printer, Peripherals and Network Equipments and n/w setup in Ajmer at RIE.

Now it is hereby agreed by and between the parties here to as follows.

M/s ----- shall maintain the equipment as specified in **Chapter 5 ‘List of Hardware’** of Tender Document which are part of this Agreement on terms and conditions hereafter mentioned.

1. PERFORMANCE GUARANTEE BOND

- (a) After an acceptance of tender is issued by RIE, AJMER, the vendor shall furnish a Performance Guarantee Bond & Security Deposit of 10% of the annual contract value. This will be done within 15 days from the receipt of the acceptance of the Tender by RIE, AJMER by way of Bank Draft. This will be submitted along with the acceptance of the award of contract. Performance Security shall remain with RIE, AJMER for period of sixty day beyond the date of completion of all contractual obligations of the supplier including warranty obligation. No interest shall be paid on the Security Deposit amount.
- (b) If the vendor having been called upon by RIE, AJMER to furnish Performance Guarantee Bond fails to furnish the same it shall be lawful for RIE, AJMER to recover the amount of the bond from the vendor by deducting the amount from EMD or any pending bill of the vendor under any contract with RIE, AJMER or the Government of any person contracting through RIE, AJMER or otherwise howsoever and cancel the contract and award the contract to another vendor at the risk and cost of the vendor.
- (c) On performance and completion of the contract in all respects, the Performance Guarantee Bond will be returned to the vendor without any interest.

12. TERMS OF AGREEMENT

The agreement shall remain in force initially for two years on annual basis starting from- ----- for Headquarter. It may be renewed for further period of one year on mutual consent. It shall be open to either of the party to terminate this agreement at any time by giving three months notice to the other party, in writing except in the event of failure of the contractor to comply with the other terms and conditions in which event the agreement shall be terminated without giving any notice and the decision to the RIE, AJMER in this regard shall final and binding upon M/S ----- . At any time computer peripherals and network equipments may be added in / deleted from the CAMC, as already agreed to in tender- rate. For those not covered under CAMC, such additions any take place with mutual agreement between RIE, AJMER and Service provider (The vendor).

13. MAINTENANCE HOURS

The vendor awarded the contract for CAMC, will have to provide maintenance service from 9:30 a.m. to 6:00 p.m. (Monday to Friday) and also on Saturday, Sunday and other holidays if required, to keep the machines in good working order. If required the vendor shall give support beyond the office hours i.e. beyond 9:30 a.m. to 6:00 p.m. without any additional cost to RIE, AJMER. The service consists of preventive and corrective maintenance of computers, peripherals and functioning of 1200 networking nodes and associated and other equipments by carrying out of the necessary repairs, replacement and fitting of such parts.

14. PAYMENT FOR AMC

Payment for the contract will be made on quarterly basis and after the expiry of said period. The performance certificate from C&W Section and weekly report as submitted earlier (for the period) to office of C&W Section of RIE, AJMER must be attached with the bill at the time of submission of the said bill.

15. TERMINATION OF AGREEMENT

The RIE, AJMER may terminate the agreement by giving a written one-month advance notice to the Service Provider, without compensation to the Service Provider and/or other suitable action, if :

- (a) The Service Provider becomes bankrupt or is otherwise declared insolvent.
- (b) The Service Provider being a company is wound up voluntarily or by the order of a court or a receiver, or manager is appointed on behalf of the debenture holders or circumstances occur entitling the court or debenture holders to appoint a receiver or a manager, provided that such termination will not prejudice or affect any right of action or remedy accrued or that might accrue thereafter to the Purchaser.
- (c) The quality of services rendered to RIE, AJMER gets degraded.

- (d) If at any stage, it is found that the parts supplied by the maintaining agency are duplicate or of inferior quality, the CAMC may be summarily terminated and the Bank Guarantee may be revoked and RIE, AJMER may take any other suitable action.
- (e) The Service Provider may request for termination of agreement by giving three month Advance notice to RIE, AJMER.

6. TRAVEL EXPENSESp

No travel expenses will be borne by RIE, AJMER. The company is bound to provide these services at all locations of RIE, AJMER.

7. COMPREHENSIVE MAINTENANCE

Comprehensive Maintenance Service will cover:-

Corrective Maintenance

Any System failure shall be attended to promptly by the company's specialists within 02 hrs depending upon the nature and complexity of the faulty machine. Failure shall be rectified with least possible delay offered by vendor as per annexure IV (Quality of Service offered)

Replacement of parts

The company has to provide for repairs/ replacement of defective parts of various machines within the maintenance charge including plastic parts, Printer belt, Teflon Paper of Printer, Socket of Printer, Logic card, Lamp of Scanner, Printer Band, Printer head, Tray, Daisy Wheels, Printer roller, Tray & door, Plastic parts, printer belt, Transparency film, Scaled Magnetic media, Plastic covers, knobs, Tractors rods, Hard disk, Fuser Assembly, printer knobs, online buttons, gears, CPU along with Mother Board, FDD, HDD, RAM, DVD, SMPS, Monitor Picture Tube, entire network equipments etc. whichever applicable including consumable (other than parts except batteries, printer cartridges, ink ribbon) and other parts which are bond to go bad due to what so ever mechanical, technical electrical reason.. Also replacement of defective parts at short notice irrespective of any cost. **This is a comprehensive maintenance contract including all parts except stationery, ribbons and cartridges.**

- The firm would maintain sufficient spares for proper upkeep of machines and functioning of entire network at RIE, AJMER. It must cover all such vital components required for entire job.
- Removal of Viruses cleaning, and dusting will be responsibility of the company.

- The Company shall ensure the functioning of entire network at RIE, AJMER Campus which has about 1200 nodes with internet and entire intranet facilities. It has web Server, external DNS, IAS Server for publishing, Squid Linux proxy, GCDC ADC from Microsoft server. It will also ensure network functioning as specified earlier with similar setup having about 50 to 60 machines on Network.
- The Company shall ensure providing software support service on all PCs. of the RIE, AJMER including those is warranty. The service will however remain limited to formatting of PCs, installation of OS and commonly used software including antivirus, loading of Windows Operating Systems, MS- office, configuration of network connectivity , ERP, e-mail etc.
- Maintenance of Entire network and Active, Passive equipments:- the company has to maintain the functioning of entire campus network comprising of 1200 nodes at RIE,HQ, Ajmer also at. Extension of existing network by (app.)100 networking nodes in a year along with conduit as per standard (ISO) comprising of four bundle of CAT 6 UTP cable and all passive items including I/Os, face plate, conduits/ channel clamps, connector are to be provided by the company. Splicing of fiber cable using suitable connectors and proper shielding of spliced cables in jointer box will be done by the company in case of breakdown of fiber cable, in any part of the campus.

10. CALL ATTENDANCE AND PENALTY

The company has to rectify the call within 24 hours of the call placement and provide the service solution to keep the systems up.

Machine will be considered as satisfactory operational if all parts of the machine are in working condition. The company will provide replacement of machine of same or higher configuration when machine is not working for duration as given in **Annexure IV**. If the machine has not been made functional for more than 1(one) continuous month then 100% of the CAMC charges for the machine for the quality would be deducted as penalty. User of the machines will have the sole authority to certify such cases wherever applicable. Penalty charges will be as follows:-

(a) Period & Penalty Charges for Computer, printer, laptop and peripherals after the expiry of maximum time as per Annexure IV

upto 7 Days	25% of the AMC cost of the equipment for the quarter
8-15 days	50% of the AMC cost of the equipment for the quarter
16-30 days	80% of the AMC cost of the equipment for the quarter
Above One month	100% of the AMC cost of the equipment for the quarter

(b) Period & Penalty Charges for Server and Active networking Equipment

9 Hours to 24 hours	25% of the AMC cost of the equipment for the quarter
24 Hours to 3 days	80% of the AMC cost of the equipment for the quarter
Above 3 Days	100% of the AMC cost of the equipment for the quarter

(c) Penalty for **absence of Engineers** @Rs. 500/- Per day per engineer will be deducted from the quarterly bill submitted by the vendor.

(d) Penalty @ of Rs. 2000/- per day will be deducted for **non-maintenance of proper spare parts** as given in clause 3(g) 'Delivery of Services' in Chapter 4 of the Tender Document.

9. ADDITIONAL CLAUSES

- A) An event of default shall mean and include service provider's failure to discharge any obligations undertaken in this agreement or a short-coming in the quality and or standard of the services in the opinion of RIE, AJMER officials.
- B) That whenever an event of default occurs, RIE, AJMER shall serve a written notice on service provider or communicate through the Complaint register bringing to his notice the event of default discontinuance failure or shortcoming and service provider shall restore the services and in case services are not restored and /or the shortcoming is not removed within 30 days the RIE, AJMER apart from recovering the penalties shall also have a right to immediately terminate this agreement and forfeit the Bank Guarantee without prior written consent of the other parties. The obligations undertaken hereto shall not apply to any information obtained which is or becomes published or is otherwise generally available to the public other than in consequence of any willful or negligent act or omission of either of the parties hereto or any of their or its employees and such obligations shall survive the termination of this agreement.

28. INDEMNITIES

M/s ----- Pvt. Ltd/ contractor has agreed to bear the responsibility for any claims, demands, persecution, or actions against the RIE, AJMER arising out of this agreement and as a result of any action or omission by M/s -----Pvt Ltd. or any of its employees or in case of any legal action by any person employed by M/s----- Pvt. Ltd. under this agreement and has undertaken to keep the RIE, AJMER indemnified against all losses and damages suffered, including expenses incurred by the RIE, AJMER defending the claim (inclusive of legal expenses) as a result of any such claim, demands, proceedings, prosecutions or actions. The parties have agreed that this provision shall survive termination of this agreement and M/s ----- Pvt. Ltd has agreed to clear the amounts claimed by the RIE, AJMER under this clause within 15(fifteen) days the date when the demand is made.

29. REPRESENTATIONS AND WARRANTIES

The parties hereby present and warrant to each other that;

- (i) It has the power and authority to sign this agreement, perform and comply with its duties and obligation this agreement.
- (ii) This agreement constitutes legal, valid and binding obligations enforceable against it in accordance with the terms hereof.

- (iii) That the execution, delivery and performance of this agreement have been duly authorized by all requisite action and will not constitute avocation of
- (a) any statute, judgment, order, decree or regulation of any court, government instrumentality or arbitral tribunal applicable or relating to itself, its assets or its functions or
- (b) any other documents or the best of its knowledge any indenture, contract or agreement to which is a party or by which it may be bound
- (iv) There are no actions, suite or proceeding pending against it before any court governmental instrumentality or arbitral tribunal that restrain it from performing its duties and obligations under this agreement and
- (v) No representation or warranty made herein contain any untrue statement.

30. CONFIDENTIALITY

Parties undertake to treat this Agreement and each of terms as confidential. Neither party shall disclose to any third party the existence or the terms of this agreement without the prior written consent of the other parties. The obligations undertaken hereto shall not apply to any information obtained which is or becomes published or is otherwise generally available to the public other than in consequence of their or its employees and such obligations survive the termination of this Agreement.

31. SEVERABILITY

Any law restraining the validity and enforceability of any provision of this agreement shall not affect the validity or enforceability of the remaining provisions hereof and this Agreement shall be deemed as not containing the invalid provisions. The remaining provisions of this Agreement shall remain in full force and effect, unless the valid or unenforceable provision comprises an integral part of or otherwise is inseparable from the remaining Agreement. In such a case, the parties to this Agreement shall attempt to agree on a provision which is valid and enforceable and similar to the original provision.

32. NOTICES

If any notice, approval, consent and or other notification required or permitted to be given hereunder shall be in writing in English and shall be personally delivered, or transmitted by registered mail with postage full paid, or transmitted by facsimile (with postage prepaid) to the address specified below or to such other address as may, from time to time, be given by each party to the party in writing and in the manner herein before provided;

i) Principal, RIE

**Regional Institute of Education
Capt. D.P. Choudhary Marg, Ajmer-305004**

ii) M/s

**M/s-----

-----**

If any notice, approval, consent and or other notification required or permitted to be given hereunder shall be deemed to have been given on the date of receipt when personally delivered, on the date seven (7) days after having been posted when transmitted by registered mail or on the date of transmission with confirmed answer back when transmitted by facsimile.

33. DISPUTE RESOLUTION and JURISDICTION

If any dispute difference of any kind whatsoever shall arise between the parties in connection with or arising out of this Agreement or out of the breach, termination or invalidity of the Agreement hereof, the parties shall resolve them by resort to the following in the order so mentioned. Parties shall attempt for a period of 30 days after receipt of notice by the other party of the existence of a dispute to settle such dispute in the first instance by mutual discussions between the parties.

If the dispute cannot be settled by mutual discussions within 30 days as provided herein, the dispute shall be referred to the sole arbitration of an arbitrator appointed by the vice- chancellor of RIE, AJMER or his nominee. The party having a grievance shall serve a written notice by registered acknowledgement due post, on the order party intimating its intention of invoking the arbitration clause and shall simultaneously serve a notice in the similar mode on the Principal, RIE, AJMER requesting him to appoint an arbitrator.

The arbitrator proceedings shall be held in accordance with the provisions of Arbitration and conciliation Act, 1996 or any statutory modifications or re-enactment thereof venue of arbitration shall be Ajmer and both the parties to this agreement shall bear the cost of arbitration equally. Parties agree that neither party shall have a right to commence or maintain any suit or Legal proceeding concerning any dispute arising out of this Agreement or out of the breach, termination or in validity or the Agreement until the dispute has been determined in accordance with the arbitration procedure agreed herein. The parties further agree that the award shall be final and binding on the parties to this Agreement.

34. MATTERS NOT PROVIDED IN THE AGREEMENT

If any doubt arises as to the interpretation of the provisions of this Agreement or as to matters not provided therein, the parties to this Agreement shall consult with each other for each instance and resolve such doubts in good faith.

35. ASSIGNMENT/ AMENDMENT

M/s----- shall have no right to assign its obligations under this Agreement without a written approval and permission from the RIE, AJMER to any other firm or company. Further no amendment or change hereof or addition hereto shall be effective or binding on either of the Parties hereto unless set forth in writing and executed by the respective dully authorized representatives of each of the parties hereto.

36. HEADINGS

The headings used in this Agreement are inserted for convenience reference only and shall not effect the interpretation of the respective clauses and paragraphs of this Agreement.

19. SURVIVAL OF RIGHT AND OBLIGATION

Termination of this Agreement for any cause shall not release the Parties from any liabilities which at the time of termination already accrued to such party of which thereafter may accrue of any act or omission prior such termination.

20. NO PARTNERSHIP

Nothing in this Agreement shall be deemed to constitute a partnership between the parties nor constitute any party an agent of any other party for any purpose .

21. THE AGREEMENT

This document together with Chapter-5 '**list of Hardware**' attached hereto signed by both parties shall constitute the entire binding agreement between ----- and the University.

Signed on behalf of RIE, AJMER

Signed on behalf M/s-----

Name.....

Name.....

Title Administrative Officer, RIE

Place Ajmer

Date

Date

Authorized Signature

Authorized Signature

BID PROPOSAL SHEET/FORWARDING LETTER

Tenderer's Proposal Reference No. & Date:

Tenderer's Name & Address:

Person to be contacted:

Designation:

Telephone No.

: Fax No.:

E-Mail Id:

The Principal
Regional Institute of Education
Capt.D.P.Choudhary Marg,
Ajmer-305004

**Subject: AMC of PCs, Peripherals and Active, Passive Network Equipments
at RIE, AJMER**

Dear Sir,

We, the undersigned Tenderers, having read and examined in detail the specifications and scope of the work as specified in the tender document and all other bidding documents in respect of AMC of PCs, Printers, Peripherals, Laptops and Active, Passive Network Equipments at RIE, AJMER, do hereby propose to provide the maintenance services as in the bidding document.

PRICE AND VALIDITY

All the prices mentioned in our proposal are in accordance with the terms as specified in bidding documents. All the prices and other terms and conditions of this proposal are valid for a period of 90 calendar days from the date of opening of financial bids.

EARNEST MONEY

We have enclosed the required earnest money in the form of Bank Draft/Pay Order/ -
----- Bank Guarantee in the Technical Bid. The details are as under:

Earnest Money Amount: Rs-----

DD/Pay Order No.

Date

Bank and Branch

DEVIATIONS

We declare that all the services shall be performed strictly in accordance with the Technical specifications and terms mentioned in the Tender document. No Technical deviation will be acceptable and any technical deviation is liable to the rejection of tender.

BID PRICING

We further declare that the prices stated in our proposal are in accordance with your Terms & Conditions in the bidding document. We further understand that the quantities as specified in this Tender may increase or decrease at the time of Award of Purchase Order or at a later stage as per the requirements of RIE, AJMER.

ALTERATION IN NUMBER OF ENGINEERS

We understand that RIE, AJMER may require additional engineer or if situation warrants may reduce the number of engineers as and when required at a later stage.

QUALIFYING DATA

We confirm that we satisfy the qualifying criteria and have attached the requisite documents as documentary proofs. In case you require any further information/documentary proof in this regard during evaluation of our bid, we agree to furnish the same in time to your satisfaction.

CONTRACT PERFORMANCE SECURITY

We hereby declare that in case the contract is awarded to us, we shall submit the Performance Guarantee Bond in the form of Bank Guarantee for the amount of 10% of the total order value.

We hereby declare that our proposal is made in good faith, without collusion or fraud and the information contained in the proposal is true and correct to the best of our knowledge & belief.

We understand that the RIE, AJMER is not bound to accept the lowest or any bid that it may receive.

Thanking you,

Yours faithfully,

(AuthorizedSignatory)

Date:
Place:
Business Address:

Name:
Designation:
Seal

ANNEXURE- II

Technical Bid

S.No.	Description of Company/Firm	Detailed to be filled up	Page Number of this tender document where copy/Certificate is attached
1.	Name of Firm/Company		
2	Address		
3.	Telephone No.		
	Mobile Number		
	Fax No.		
	E-Mail		
4.	Type of Organization(Whether sole proprietorship/partnership/Private limited or		
5	Name of the Proprietor/Partners/Directors of the Organization/Firm		
6.	Service Tax No.& VAT Nos. of the Firm		
7	TAN Number of the Firm/Company		
8	PAN Number of Firm/Company		
9	Work Experience For providing 05 year experience in the maintenance (Attached documentary proof in support of claim)		
10	Total number of Engineers working in the Organization		

11	Whether EMD submitted or not indicate the BC/DD No. and date with amount of the EMD Yes/No		
12	Average annual)turn over of the Company of Rs.50 Lacs in the last three years with the details of the Net Profit & Loss duly certified by CA. 2012-13		
	2013-14		
	2014-15		
13	ITR of Company for the last three years, 2012-13, 2013-14, 2014-15 (Proof enclosed)		
14	DD/Pay Order/Cash Receipt toward tender document fee		
15	ISO Certified or equivalent reputed hardware maintenance and service provider. (Attach certificate)		
16	Bidder shall enclosed the OEM certificate from the original manufacturer as per prescribed format having back to back arrangements of the firm with HP/Lenovo/Dell etc. for the hardware.		
18	Service Centre in Delhi/NCR. Please confirm (Proof enclosed) (Authorized Signatory of the firm)		

Annexure – III

Please provide the details of the Manpower proposed to be posted at RIE, AJMER for rendering CAMC services

Resource Type	Approx. No. of Resources Required	Qualification With Specialization	Minimum Experience	Mobile No.(if available, otherwise to be provided later)	Remarks

- One of the deputed engineers may also be engaged in providing software support services on all PCs of the RIE, AJMER including those in warranty. The services will however remain limited to formatting of PCs, installation of commonly used software including AV, OS and configuration of network/Email /ERP etc.

(Authorized Signatory)

Annexure – IV

Quality of Service Offered, Based on the Manpower suggested in this Tender Document

Item	Service Time in which machine functionality restored		Time after which standby will be provided (in Hours)	
	Expected	Offered	Expected	Offered
PCs	24 hours		24 hours	
For Printers	48 hours		24 hours	
For Laptops	24 hours		24 hours	
Server	8 hours		2 hours	
For Active Networking equipments	8 hours		2 hours	
Addition of Network Node	2 days		NA	
Rectifying Network switch	3 days		2 hours	

(Authorized Signatory)

Annexure –V

Inventory of Standbys items/machines to be provided at CRC in RIE, AJMER

Item with parts inventory	Quantities Expected	Quantities offered
All PC Related Components mentioned at s.no 1 to 9 at clause 3(g) of Chapter 4.eg (RAMs, HDD, CD-ROMs, External CD-ROMs, Motherboards, etc.)	Min. one for every 100 machine	
For Printers	Min. one for every 50 printers	
For Server	One standby machine	
For Laptop	One for every 100 laptop	
For Passive networking maintenance	Min. as mentioned at s.no 13 to 19 at clause 3(g) of Chapter 4	
For Active networking equipments	Min. one for every 15 switches	
Passive networking	Passive networking items and accessories for addition of approx. 100 networking nodes and maintenance of 1200 existing nodes.	

Financial Bid

(CAMC OF SERVERS/COMPUTERS, PRINTERS, ACTIVE AND PASSIVE NETWORK)

A. Manpower Cost including Mobile phones, transportation etc. (Excluding Hardware)

Resource Type	Approx. No. of Resources	Amount/Per Month/Per Resource person (Rs.)	Taxes , if any (Rs.)	Total Amount/Per Month (Rs.)
Total Cost towards Man Power (Per Month)				
Total Annual Cost towards Man Power (A) (Rs.)				

B Computer Maintenance cost (excluding manpower)

S. No.	Name of items	Total quantity to be put under CAMC	Unit rates per annum in Rupees	Taxes if any in Rupees	Total amount per annum in Rupees
1	Desktop- HP/LENOVA/DELL/IBM				
2	Server IBM make				
3	Laptop - DELL/HP make				
4	Printers Laser Jet (HP make				
5	Scanners: HP/Canon/Lenovo				
6	Switch – 8/16/24 ports (D-Link, 3-Com)				
7	Router				
8	SWITCH 8/16/24 ports (D-Link, 3-COM) SYS + FIBER PORT 2 No. of Fiber port				
9	UPS online , APC/Uniline/Semtek make				
10	UPS offline APC/Uniline/Semtek/Kepron make				
11	Patch Panel (24 Port)				
12	Switch rack/server rack (6 u, 12u,24u, 36u, 42u)				
13	Hardware firewall				
14	Line Printers				
15	Work Station				

Total Annual Cost Towards maintenance

Total Amount = A+B (Rs. _____)

Grand Total = A + B (Rs. _____)

(Authorized Signatory)

COMPUTER

S.No	Make Model	Date of Purchase	Quantity	PGDGC
1	HCL Computer	31-10-2016	1 No.	
2	HCL Computer	25-09-2016	1 No.	SSA
3	Lenovo/IBM Computer	25-06-2006	84 No.	
4	H.P. Computer	19-03-2006	03 No.	
5	H.P. Computer	15-02-2010	12 No.	
6	H.P. Computer	22-03-2011	15 No.	
7	H.P. Computer	April 12	01 No.	(TFC/TCA)
8	H.P. Computer	April 12	02 No.	
9	H.P. Computer	6-7-2012	15 No.	
10	H.P. Computer	15-03-2013	30 No.	
			164 No.	

UNDER WARRANTY

S.No.	Make Model	Date of Purchase	Quantity	PGDGC
1	H.P. Computer	24-03-2014	16 No.	
2	H.P. Computer	29-12-2014	01 No.	(NPEP)
3	Lenova Computer	30-03-2015	23 No.	
4	Dell Computers	13-11-2015	01 No.	(CEE)
5	HP All-in-one	25-03-2016	27 No.	
		Total	68 No.	

SERVER

1 No. 25-06-2007

PRINTERS

S.No.	Name of Article	Date of Purchase	Quantity
1	HP- 1020	17-01-2007	1 No.
2	HP-2600N (color printer)	04-06-2007	
3	H8-1020	30-06-2007	2 No.
4	Canon-4122	4-7-2007	1 No.
5	Canon-LBP-2900	5-1-2009	1 No.
6	HP LJ-1007	19-3-2009	1 No.
7	HP-1505	28-10-2009	1 No.
8	Canon LBP-2900	31-08-2010	1 No.
9	HP-LJ-1020+	28-03-2014	10 No.
10	Samsung MLITIO P	27-11-2004	1 No.
11	Konica PRO 1350 W	25-09-2006	1 No.
12	EPSON	25-03-2014	1 No.
13	HP 3005 dn.	27-7-2007	9 No.
14	HP CLJM 451 dn	18-5-2012	1 No. (TCA(SSA))
15	HP 2055 dn.	24-03-2014	1 No. (TCA(SSA))
16	HP 1600 dn.	24-03-2014	6 No.
17	LJ PRO MFPM 128	25-03-2016	3 No.(Under warranty tile March,17)
		Total	42 No.

XEROX Multifunctional Printers

1	Xerox (MFP)	25-04-2008	1 No.
2	Xerox (MFP)	25-03-2009	1 No.
3	Xerox (MFP)	23-02-2016	1 No.
		Total	10 No.

SCANNER

S.No.	Make Model	Date of Purchase	Quantity
1	HP 6350	27-06-2001	1 No.
2	Canon Lide 25	25-09-2006	1 No.
3	UMAX Astra 5600	05-01-2009	1 No.
4	HP-2410	19-03-2009	1 No.
5	Canon DR 6016	10-04-2012	1 No.
6	HP 5590	27-03-2014	200
7	HP 5590	13-02-2015	No.
8	Canon with flatbed	25-03-2016	2 No.
9	HP-3300	28-01-2012	1 No.
10	HP-2400	27-11-2004	2 No.
		Total	17 No.

LAPTOPS

S.No.	Name/Make Model	Date of Purchase	Quantity
1	ACER Aspire	5-1-2009	1 No.
2	HP 6703 B	19-03-2009	1 No.
3	Lenovo	20-03-2009	1 No.
4	Dell	19-10-2001	10 No.
5	HP Probook 45385	21-05-2012	3 No.(TCA)
6	Lenovo	2009	1 No.
7	HP	10-04-2012	1 No. (TCF/TCA)
8	APPLE Mne	24-03-2014	2 No.
9	Dell Inspiron	13-11-2015	2 No. (CEE)
10	HP	22-6-2016	1 No. (ELT Prog.)

Note :- The No. of Equipments may vary.