

HIMACHAL PRADESH PUBLIC WORKS DEPARTMENT

TERMS OF REFERENCE FOR

Name of Work: **Annual Maintenance Contract of computers/Printers & accessories in the office of Engineer-in-Chief/US Club/H.P.Sectt.Shimla-2 , for the year 2012-13**

**HIMACHAL PRADESH
PUBLIC WORKS DEPARTMENT**

1.0 SCOPE OF SERVICES:

- 1.1 The **service provider** will provide scheduled preventive maintenance which includes the virus checking and installing/running the Anti-Virus scanners regular basis, to avoid any damages due to viruses for all the systems in Engineer-in-Chief/US Club/H.P.Sectt.
- 1.2 This comprehensive maintenance service shall include repair/replacement of all spare parts/subassemblies i.e. CD/DVD/ROM/Writer , HDD,Mother Board, SMPS, Processor, RAM,CPU Fan , Key Board, Mouse, Printer Logic Card,Printer Power Supply,Floppy Disk Drive etc. of the Computers, Laptop & Printers/Projector, during the period of Agreement except consumable parts such as printer head, printer toner , Lamp, any type of cartridge , Laptop LCD Pannel, Adopter , Batteries, Picture tube & Plastic parts.
- 1.3 The **service provider** will provide unscheduled, (on call) corrective and remedial maintenance subject to the terms and conditions of this agreement for systems specified in Financial Bid form.
- 1.4 The **service provider** will provide service to set right the malfunctions of the systems/devices.

2.0 TERMS AND CONDITIONS OF AGREEMENT:

- 2.1 List of consumable items not covered under AMC be mentioned in the Bid.
- 2.2 The service provider should **quote rates inclusive of all taxes including service tax** which shall be valid for a period of three months from the date of opening of Bid.
- 2.3 Quantity may change as per discretion of department

- 2.4 Changes or enhancements in the system features or any kind of add-on result in revision of maintenance charges and shall be covered for under separate agreements.
- 2.5 The Service Provider shall arrange to station one qualified (Technician) person in the office premises on all working days. The working hours on weekdays will be from 9.30 AM to 5:30 PM. However, under special circumstances, the working hours shall vary as per the situation. The Technician shall report to the nodal officer (IT). The Technician shall be provided with mobile phone by the Service Provider. The person must have certification/diploma in computer Hardware maintenance & Networking and minimum of two years experience in the area.
- 2.6 The department has anti-virus Software. However, the Service Provider shall be responsible for checking/ensuring updation of anti-virus files on all servers and PCs covered under the AMC. The anti-virus patches on the systems should not be more than a week old. The anti-virus packages will be provided by the organization.
- 2.7 The Service Provider shall ensure that the malfunctioning hardware, operating systems, systems software (if any) is rectified within two hours of lodging the complaint (written/on telephone)by the department. If the Service Provider is not able to rectify the same by the stipulated time, the Service Provider shall provide, at their own cost, requisite hardware/software to ensure uninterrupted working.
- 2.8 A health card shall be maintained for all equipments covered under AMC. The Service Provider shall record therein each incident of equipments malfunction, date/time of commencement of downtime and successful completion of the repair/maintenance work, nature of repair work performed on the equipments together with a description of the malfunction and the cause there of details of preventive maintenance activity shall also be recorded.
- 2.9 Service Provider shall ensure to take the backup of data stored in the computer which may require formatting.
- 2.10 The Service Provider shall be responsible for formatting, reload of Operating system, recovery of data free of cost in case of Hard Disk crash of any computer system under its AMC.

- 2.11 The Service Provider shall load/reload and configure operating systems and/or any other specific system software, as and when provided by the Department.
- 2.10 The Service Provider shall ensure the smooth running of local area network(LAN) in the Nirman Bhawan and US Club. Any hardware failure in LAN system is not covered under this AMC.
- 2.11 The Service Provider shall extend necessary assistance in shifting and reinstallation of Equipments covered under the AMC.
- 2.12 Necessary technical assistance and advices shall be extended by the Service Provider to resolve problems that may be encountered with regard to hardware, operating system, system software and any problems accessing the various application software on the computer systems etc covered under AMC.
- 2.13 The Service Provider shall not sub contract the AMC to any organization, person, form or its Franchisee without the prior approval of the organization.
- 2.14 All maintenance calls should be attended within two hours from their reporting time. In certain cases as of Pr. Secretary PWD and other important locations if the nature of fault requires major repairs and time, a standby arrangement should be made in certain cases as decided by Nodal Officer (I.T).
- 2.15 The Service Provider will have to intimate and take necessary instruction from Nodal Officer (I.T), prior to attending the calls.
- 2.16 The successful Service Provider has to maintain a AMC register in which item wise record of all the maintenance work done during whole period of AMC should be recorded and every entry should be signed by both the user as well as service engineer for satisfactory services. The time of reporting of calls ID no., time of attending the call, type of problem, standby if any, preventive maintenance details, penalty details etc. must be recorded.
- 2.17 The place of installation of items to be covered under AMC may be changed during AMC period. These items are presently installed in Engineer-in-Chief office Nirman Bhawan, US Club, HP Secretariat where the Service Provider will have to provide the services.

3.0 Eligibility Criterion for service provider for Bidding:

- 3.1 The Service Provider should have an experience of minimum 2 years of carrying out AMC of computers of critical installations such as Government departments, Banks etc and must be having at least one Himachal Pradesh Government department client where AMC work is in hand.

4.0 Earnest Money:

Bids shall accompany the earnest money in the amounting to Rs.5000/- in the shape of Fixed Deposit from a Nationalized Bank pledged in the Name of Superintending Engineer(D-III), HP PWD , Nirman Bhawan , Nigam Vihar , Shimla , valid for a period of three months from the last day of submission of Bids.

5.0 Submission of Documents for Bids :

Bid shall comprise of following documents:

- (i) Copies of Income tax return for the last two years
- (ii) Authorized address and contact details of the Bidder having the following information:

Name of Service Provider
Address for communication:
Telephone No.(s): Office:
Mobile No.:
Facsimile (FAX) No.:
Electronic Mail Identification (E-mail ID):
- (iii) Experience certificate issued by the Government departments, Banks etc. for the last two years showing that the Service Provider has worked/working with AMC works in hand as stated in sub-clause 3.1 under clause 3.0 "**Eligibility Criterion for service provider for Bidding**".
- (iv) Affidavit regarding correctness of Bid & validity of rates for a period of three months from the last date of submission of Bid as per prescribed format(Attached)
- (v) Financial Bid form as prescribed and (Attached)
- (vi) Earnest money as stated under Clause **4.0 "Earnest Money"**

6.0 Bid Evaluation:

The financial bid shall be evaluated after bidder qualifies eligibility criterion in sub-clause no 3.1 under clause 3.0 " Eligibility Criterion for service provider for Bidding"

- 6.1 The Bid shall not be evaluated even if the rates for any of the items have not been quoted by the Service Provider
- 6.2 Unit rates and prices shall be quoted by the Service Provider in Indian rupees only.
- 6.3 Where there is a discrepancy between the rate in figures and words, the rates in words will govern.
- 6.4 Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern.

7.0 Termination of Contract:

The department reserves the right to terminate the contract by giving one month notice to the Service Provider on following conditions:

- 7.1 If the Service Provider fails to comply with terms a& condition of the contract during the contract period.
- 7.2 If the Service Provider fails to attend the calls within prescribed time limits as stated in sub-clause 2.14 under 2.0 "**TERMS AND CONDITIONS OF AGREEMENT**" for more than 10(ten) calls during the contract period.
- 7.3 If the Service Provider fails to deploy the qualified (Technician) person as stated in sub-Clause 2.5 under Clause 2.0 "**TERMS AND CONDITIONS OF AGREEMENT**" in the office premises within 10 days of signing of Agreement and also for more than ten days in a row during the contract period.

8.0 Variation in Rate:

- 8.1 No variation of rates under any circumstances is allowed during the AMC period.

9.0 Penalty:

The Service Provider is liable to pay the penalty on following conditions:

- 9.1 If the Service Provider fails to attend the calls within prescribed time limits as stated in sub-clause 2.14 under 2.0 " **TERMS AND CONDITIONS OF AGREEMENT**" an amount equal to Rs.250/- per call , is to be deducted from the next running bill, however, Any such deduction shall not relieve the Service Provider from any liability or obligation under the Contract and he shall be responsible for the such liability during the entire contract period.
- 9.2 If the Service Provider fails to deploy the qualified (Technician) person in the office premises as per the requirement of sub-Clause 2.5 under Clause 2.0" **TERMS AND CONDITIONS OF AGREEMENT**", at any point of time within the contract period , for a period less than that specified in sub-clause 7.3 under clause 7.0 "**Termination of Contract**" , an amount equal to Rs.335(Three hundred & thirty five only) per day for each days absence from duty , shall be deducted from next running bill of the Service Provider.

10.0 Payment Schedule:

- 10.1 The payment will be made on Quarterly basis. The Service Provider shall have to submit bills for payment to Nodal Officer (I.T) in triplicate along with copy of the AMC register. The Service Provider will calculate the amount by deducting penalty, if any, as recorded in AMC register.
- 10.2 The department shall release quarterly payments towards the maintenance charges after getting a certificate a good performance and verification of preventive maintenance certificates by the nodal officer (IT).

Financial Bid Form

Name of Work: Annual Maintenance Contract of computers/Printers & accessories
in the office of Engineer-in-Chief/US Club/H.P. Sectt. Shimla-2 ,
for the year 2012-13

Sr. No.	Description	Qty	Amount Per item per year	Total Amount in Rs.	Amount in Words(Rs.)
	PCs.				
1	Wipro/Compaq/Acer/Zenith etc. (Old stock)	12			
2	P.Cs. (HP)	7			
3	P.Cs. (Acer)	8			
4	P.Cs. (Dell)	12			
	Laptop				
5	Laptop MP Compaq 6720S	2			
6	Laptop Acer Aspire 4720	1			
	Servers				
7	Servers: With RAID	2			
8	Workstation (Dell Presion 690)	1			
	Printers/Plotters/Scanners/MFPs				
9	DMP LQ 1050	3			
10	DMP LQ/LX 800	1			
11	hp lj 1000	8			
12	MPlj 1020	1			
13	hp lj 1160	8			
14	hp 6 Lgold	1			
15	Hplj 1022	29			
16	HPIj PI505	44			
17	Hplj MFP 1005	1			
18	HPIj 2600n color	1			
19	Line Printer Lipi Data	1			
20	LCD ProjectorX4500 Mitsubishi	1			

Sr. No.	Description	Qty	Amount Per item per year	Total Amount in Rs.	Amount in Words(Rs.)
21	HP Designjet Plotter	2			
22	HP Scanjet 2400Digital flatbed scanner	2			

Total Price (in figures) -----

(in words) -----

Signature _____

Affidavit regarding correctness of Bid

FORMAT FOR THE AFFIDAVIT

(NOTE: This affidavit should be on a non-judicial stamp paper of Rs.10/- and shall be attested by Magistrate/ Sub-Judge/ Notary Public)

I, (name of the authorised representative of the Service Provider) son/daughter of resident of (full address), aforesaid solemnly affirm and state as under:

1. I hereby certify that all the information furnished with the Bid submitted in response to notice inviting Bid number date issued by (authority inviting Bid) for (name and identification of work) are true and correct.

2. *I hereby certify that I have been authorised by (the Service Provider) to sign on their behalf, the bid mentioned in paragraph 1 above.

3. I hereby certify that , the price quoted in the financial Bid form are valid for a period of three months from the date of submission of the Bid.

Deponent

Place:

Date:

** not applicable if the bidder is an individual and is signing the bid on his own behalf.*

Standard Form: Agreement

Agreement

This agreement, made the _____ day of _____ 20_____, between _____ [name and address of Employer](hereinafter called “the Employer”) of the one part, and _____ [name and address of Service Provider] (hereinafter called “the Service provider” of the other part).

Whereas the Employer is desirous that the Service Provider execute _____ [name and identification number of Contract] (hereinafter called “the Contract”) at a cost of Rupees _____.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the service provider as hereinafter mentioned, the Service Provider hereby covenants with the Employer to execute and complete the AMC in all aspects with the provisions of the Contract.

3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the AMC and the remedying the defects wherein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - i) Letter of Acceptance;
 - ii) Contractor's Financial Bid ;
 - iii) Terms of Reference:

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of _____

was hereunto affixed in the presence of:

Signed, Sealed and Delivered by the said _____

in the presence of:

Binding Signature of :

Superintending Engineer(D-III),
HP PWD , Nirman Bhawan ,
Nigam Vihar Shimla

Binding Signature of Service Provider: