



**TENDER DOCUMENT  
FOR ANNUAL MAINTENANCE CONTRACT OF COMPUTERS AND  
PERIPHERALS IN ALL INCOME TAX OFFICES LOCATED IN  
PUDUCHERRY, CUDDALORE AND PONDICHERRY**

## 1. INTRODUCTION

The Principal Commissioner of Income Tax, Puducherry invites sealed tender from reputed service providers having tie up with manufactures / authorized distributors / dealers of personal computers, printers and accessories for providing Annual Maintenance Service of the Computers, Printers, UPS and accessories listed in Annexure C in all the buildings where the department is functioning in whole of Puducherry, Cuddalore and Villupuram

## 2. Description of work:

The following is the nature of work covered under AMC

Repair, Cleaning and Maintenance of Desktop Computers. Removal of virus from PCs, loading of Systems and Application software, addressing and solving problems arising in software application loaded on PCs, cleaning of unwanted programs installed and deletion of temporary files etc. are to be done regularly.

Downgrading and Upgrading of Operating Systems for desktops systems whenever necessary are to be carried out after taking necessary backups of data.

The complaints related to hardware, operating systems (including formatting of hard disks as and when required and loading of necessary drivers) and virus scanning and clearing would be required to be attended to and rectified by the engineer.

Shifting of PCs in same building/room may be required if necessary.

Inventory of PCs needs to be done every six months.

The position of the antivirus already installed/available in each PCs should be ascertained after getting the contract and reputed anti-virus software like Kaspersky / Norton 360 / Symantec etc. shall be installed for all the non-networked desktop PCs.

The PCs not under warranty will be covered by this AMC and in case of malfunction, all the defective parts of the equipment shall be replaced with genuine original spare parts. This condition about replacement would come into effect after the contract period has begun.

## 3. INSTRUCTIONS TO THE TENDERERS

- 3.1 The bids should be prepared strictly in accordance with the instructions contained in the specifications. These shall be submitted in a properly sealed cover as described clause 3.2 of these specifications to the Income Tax Officer, O/o. the Principal Commissioner of Income Tax, Puducherry, Aayakar Bhawan, DP Thottam, Muthialpet, Puducherry mentioning "OFFER FOR ANNUAL MAINTENANCE OF COMPUTERS, PRINTER AND ACCESSORIES". The

interpolations, insertions, cuttings and corrections, if any, made in the quotation, must be duly initialed by the tenderer.

- 3.2 The tender shall be received in 2 bids "Technical Bid" and "Price Bid". The Price Bid shall be considered only of those who fulfill the criteria of "Technical Bid" along with Signed copy of **Annexure A** (Signature of owner or authorized Signatory with date in all pages) which will be kept as part of tender of the successful bidder. Both the bids are to be placed in two sealed envelopes (clearly super scribing 'Technical Bid' and 'Price Bid') which in turn are to be placed in one sealed cover along with Annexure A super scribed as "Quotation of AMC for Computers Printers and Peripherals".
- 3.3 The Principal Commissioner of Income Tax, Puducherry reserves the right to accept or reject the tender at its sole discretion without assigning any reason.
- 3.4 While submitting the bids as per the specifications, the bidder shall be deemed to have read, understood and accepted all the terms and conditions stated in the tender document for this work and the clauses of the Contract Agreement that, if selected, it will be required to enter into. All information/documents as listed in Para 4.3 shall be furnished along with the bid.
- 3.5 Conditional or ambiguous tenders are liable to be rejected summarily.
- 3.6 Telegraphic/telex/fax/e-mailed letter head quotations will not be acceptable and will be rejected.
- 3.7 Please note that no prices shall be indicated in the technical bid otherwise the bid will be disqualified.
- 3.8 The bidder will indicate the complete address of the company/office and service center along with the name(s) of the contact person(s) and their telephone/Fax/Mobile No.s(s) and other particulars as per the Proforma given in **Annexure -B**.
- 3.9 The bidder shall quote the unit-wise charges for the maintenance of the equipment as detailed in **Annexure-C**. However, the bidders shall be rated on the basis of their overall AMC charges for all the items and not on the basis of the charges for AMC for the individual units quoted by them. The rates should be quoted both in figures and words and each page of tender document must be signed by the tenderer. The rates quoted shall be net and firm and no change of rates shall be allowed during the contract/extension period for any reason including increase in duties and taxes etc. The rates should be inclusive of everything (including taxes).

In case of discrepancies, the minimum quoted price shall be considered for evaluation. In case of difference between the amounts in figures and in words the rates quoted in words will govern.

- 3.10 The details of manpower requirement for all the locations across Puducherry, Cuddalore and Villupuram are detailed in **Annexure D**
- 3.11 The last date of receiving of above tenders which is prepared as per procedure in Para 3.2 above is **30.08.2018**, 4.00 P M. In case, the day happens to be a holiday, the bids will be accepted on the next working day and in such case the opening will be on the next day. The offers/bids can be sent by Registered Post/Courier/Speed Post or by Hand sufficiently in advance so as to reach the

office of The Principal Commissioner of Income Tax, DP Thottam, Muthialpet, Puducherry - 605003, as at Para 3.2 above, by the scheduled date and time. Any bid received after the due date and time, by whatever means, shall not be considered and shall be returned unopened.

3.12 The technical bids will be opened on 31.08.2018 at 11.00 AM in the ASK, Aayakar Bhawan, D.P. Thottam, Muthialpet, Puducherry - 605003. The Financial Bids will be opened on the same day at 12.00 PM

3.13 The offers should be valid for acceptance for a period of at least 15 (Fifteen) days from the date of opening of the bids.

#### 4. QUALIFYING REQUIREMENT

4.1 The bidder must have experience of providing the similar services for Maintenance of PCs, Servers, Printers, UPSs etc. with engineer(s) to other Govt. Organizations/PSUs/Nationalized Banks and should be in the field for at least three years. **Proof to be submitted with tender document.**

4.2 The bidder should have sufficient qualified personnel whose details should be given in Technical bid as per Annexure-B Sl No 7.

4.3 All the information should be provided as per the Annexure-B & Annexure

#### C5. THE TERMS AND CONDITIONS OF AMC (ANNEXURE IV)

5.1 The successful bidder/contractor shall provide services for the repair and maintenance of the equipment to be maintained at all the office(s) of the Principal Commissioner of Income Tax, Puducherry including Repair and Maintenance of Desktop Computers, Printers and associated hardware, removal of virus from PCs, Loading of Systems and Application software, addressing and solving problems arising in software application loaded on PCs and Printers. All these services for the system software, application software and antivirus software are also required for desktops under warranty.

5.2 The AMC shall also include the following:

I Loading of latest registered/licensed Antivirus software (to be provided by the successful bidder/contractor) including installation of free updates from the website (using Dongle which is to be provided by the successful bidder/contractor) on regular basis.

II Providing software support such as loading of operating system (loading of application software, device drivers of various peripherals).

III Reinstallation of OS in case of system failure (including PC related OS) after taking necessary backup of data.

IV. Cleaning of unwanted programs installed and deletion of temporary files etc. are to be done regularly.

V. Inventory of PCs needs to be taken in a particular format at the start of AMC period and at the end of AMC period

5.3 The successful bidder/contractor shall mobilize its technical manpower and resources in such a manner that qualified engineers having appropriate qualifications are able to attend the calls within short time. Any complaint registered during the service hours must be attended to by that day itself i.e within 2 hours after reporting the problem. Under special circumstances, owing

to specific needs of Principal Commissioner of Income Tax, Puducherry, service engineers may also be required beyond the specified service hours (i.e. 9.00 AM to 5.30 PM). For example, for conducting examination in ITD/ITBA Application, presentations on Information Technology related subjects, preparations required at odd and late hours prior to holding of such examinations or presentations, services may be required beyond the service hours. Sometimes, problems may arise on the eve of such important events and may necessitate intervention of service engineers beyond the service hours.

- 5.4 At the start of the service, the successful bidder/contractor shall coordinate with the Income Tax Officer (Hq), O/o. Principal Commissioner of Income Tax Puducherry to identify the users (their mobile numbers and emails) with physical location of their machines. This database must be updated every time. Each machine (Monitor/CPU/Mouse/Keyboard/UPS/Printer) should be marked with sticker containing address/details of successful bidder/contractor and Sl.No. of machine.
- 5.5 The successful bidder/contractor should provide a call report to the Income tax officer (HQ) for each call in mutually agreed format and he will maintain a call register for complaints.
- 5.5 The successful bidder shall submit a bank guarantee for 10% of the annual contract value/-

## **6. PREVENTIVE MAINTENANCE**

- 6.1 All the equipment under the AMC should pass through quarterly preventive maintenance and the preventive maintenance report, duly signed by the Officers, should be submitted along with the quarterly bills.

## **7. ADDITIONS / CHANGE OF LOCATION:**

- 7.1 The Principal Commissioner of Income Tax, Puducherry reserves the right to delete/include any of the Goods in the existing contract during the currency of the contract. However, the rates for inclusion of new Goods into the Contract shall be on pro-rata basis mutually worked out and agreed upon by the both parties.
- 7.2 The Principal Commissioner of Income Tax, Puducherry reserves the right to relocate the Goods as and when necessary after intimation to the successful bidder/contractor.
- 7.3 In case any computer equipment is required to be shifted from one place to another, its de-installation from old location and reinstallation at new location shall be done by the successful bidder/contractor.
- 7.4 In case of shifting of the said equipment beyond 50km from the existing location, the terms and condition of the AMC shall get extended by mutual consent, to the said equipment at the location to which it is shifted and on such further terms and conditions as are mutually agreed upon between the successful bidder/contractor and the Principal Commissioner of Income Tax, Puducherry in writing.

## **8. RESPONSE TIME**

- 8.1 The successful bidder/contractor shall attend to the minor complaints within two hours of the complaint made on the same day. However, all complaints must be attended by the next day. Alternate plans may also be checked out by the Income Tax Officer (HQ) from time to time to solve the immediate problems of Officers. By minor complaints, it is meant that the faults can be corrected within 24 hours. However, the leeway to take the complaint to the next day cannot be a routine practice. Minor problems must be solved on the same day and should be carried over to the next day only under unavoidable circumstances and with prior permission of the Income Tax Officer (HQ), failing which it will attract fine.
- 8.2 In case of major faults, the equipment should be set right and restored in working condition within 24 hours days from the date of reporting of fault. However, after deciding that it is a major fault, a standby unit of equivalent configuration shall have to be provided within 24 hours by the successful bidder/contractor so that the work of that user/section does not suffer. The provision of standby unit does not absolve the successful bidder/contractor from the responsibility of repairing the fault earlier. If the faulty equipment is not rectified and installed within 24 calendar days from reporting the fault, penalty would be levied from the date of complaint.
- 8.3 If any glitch/problem is not resolved within a specified time limit (2 hours in case of minor problem and 7 days in case of major problems, the Principal Commissioner of Income Tax, Puducherry will be at liberty to get the same repaired by any outside vendor and the cost of the same shall be deducted from the quarterly bill of the successful bidder/contractor.

## **9. SPARE PARTS**

- 9.1 The successful bidder/contractor shall keep sufficient number of spares such as CPUs, Monitors, HDDs, FDDs, CDROM, Combo Drive, cables etc. as standby so as to put these in service whenever required. At least three numbers each of CPUs, Monitors, Keyboards, Hard disks, Mouse, Printers, CD-ROMS, Floppy Drivers, cables etc. would be kept in store, as standby for use at any time if replacement is required. Any cost incurred towards transportation of the faulty/repared as well as standby equipment shall be borne by the successful bidder/contractor.
- 9.2 The successful bidder/contractor shall provide new original spare parts, assemblies and sub-assemblies in place of such items, which develop defects/suffer breakdown during the period of AMC. All spare parts replaced shall be new (not used or second hand).

## **10. TERMS OF PAYMENT**

- 10.1 The successful bidder/contractor shall submit his bill towards the charges for the annual maintenance services in four quarterly installments after the end of each quarter. The payment for the same shall be subject to recoveries, if any, due to delay in rectification of faults or due to rendering working equipment unserviceable. No advance payments shall be made. The bill should be accompanied with the report generated from the online portal for complaint registration.
- 10.2 The successful bidder/contractor shall be required to pay taxes, which would be levied by the Govt., for the execution of the work awarded under the Contract

and all such charges must be included in the final price declared in the financial bid.

- 10.3 The Principal Commissioner of Income Tax, Puducherry shall deduct such taxes, duties and any other statutory levies imposed by the Government on such charges as may arise from the implementation of the contract agreement.
- 10.4 If any of the equipment(s) remain non-operational/non-functional due to unattended Hardware/Software/OS malfunctioning beyond the agreed upon permissible period as specified in Clauses above or/and if standby equipment is not provided, then deduction of Rs.200/- (Rupees Two hundred only) per item/part per calendar day, from the day complaint is made till the date the complaint is resolved, shall be deducted from the quarterly bill. If the equipment is not put in working condition within a month, the equipment of same specification or whatever with nearest available specification shall be procured and its cost shall be deducted from the AMC charges for this contract.
- 10.5 If any PC is found without antivirus software or updates beyond one month, deduction of Rs.50/- per PC per day shall be made from the quarterly bill.
- 10.6 Sum of all recoveries levied during the quarter shall, however, be limited to the amount of quarterly bill. Additional deductions, towards procurement of equipment against unrepaired equipment, if any, shall to be bear by successful bidder/contractor.
- 10.7 Pro-rata recoveries, for withdrawal from AMC of any of the Computer System, associated peripherals shall be made. Any equipment can also be added on pro-rata basis during the period of AMC.
- 10.8 Officials of the O/o. the Principal Commissioner of Income Tax, Puducherry will review the status of pending complaints with the successful bidder/contractor from time to time. If it is found that many complaints (5 or more) requiring repair of systems are pending for over a month, the Principal Commissioner of Income Tax, Puducherry reserves the right to withhold the payment of quarterly bills temporarily till all pending complaints are cleared.
- 10.9 The fine specified as above may be waived off under circumstances beyond the control of the vendor by the Principal Commissioner of Income Tax, Puducherry by an order in writing on the recommendation of the Income Tax Officer (HQ). However, the vendor will not be eligible for automatic waiver and the waiver must be obtained in writing for it to be applicable.
- 10.10 If the defaults/failures reach up to a level where daily and/ or monthly limits for fines are being reached, the Principal Commissioner of Income Tax, Puducherry shall be at liberty to review the contract and rescind it after an inquiry, which may be initiated by a written communication and completed within 15 days of initiation. The vendor shall be given an opportunity of being heard in this regard.

## **11 SUB-CONTRACT(S)**

- 11.1 The successful bidder/contractor shall not either into a sub-contract with any other person(s)/company(ies) or transfer the contract or any benefit there under to any person(s) or company(ies).

## **12. RENEWAL/TERMINATION OF THE CONTRACT**

- 12.1 The contract will be initially for a period of one year. The Principal Commissioner of Income Tax, Puducherry, however, reserves the right to the Renewal/Extend the terms of the contract after obtaining willingness of the successful bidder/contractor, with or without altering any or all the terms and condition of the contract.
- 12.2 During renewal of the contract, the hardware quantity per item may be added/reduced.
- 12.3 The Principal Commissioner of Income Tax, Puducherry reserves the right to abandon or terminate the contract at any time without assigning any reason, after giving one-month notice to the successful bidder/contractor. In the event of the service/work being found unsatisfactory and/or not according to the specifications and standards laid down in the contract, the contract may be terminated at one month's notice after giving to the successful bidder/contractor an opportunity to show cause as to why such an action should not be taken. In the event of termination of contract on account of unsatisfactory/substandard services, the Principal Commissioner of Income Tax, Puducherry shall not accept any responsibility for any loss suffered by the successful bidder/contractor.
- 12.4 In case of termination of contract, the Principal Commissioner of Income Tax, Puducherry shall be liberty to get the job completed from alternative sources at the risk and cost of the successful bidder/contractor and deduction to this account shall be made from the successful bidder/contractor.

## **13. ARBITRATION**

- 13.1 In case of any disagreements so as to the interpretation of any clause or otherwise, relating to the AMC, that may arise during or after the execution of the contract, the matter shall be referred to the person(s) to be appointed or nominated by the Principal Commissioner of Income Tax, Puducherry and by the person(s) to be appointed or nominated by the successful bidder/contractor and their decision shall be final. Also in the event of any dispute, relating to the AMC, that may arise during or after the execution of the contract, the matter shall be referred to the person(s) to be appointed or nominated by the Principal Commissioner of Income Tax, Puducherry and by the successful bidder/contractor for arbitration and decision of such person(s) would be binding on both parties. The proceedings of the arbitration shall be carried out only in Puducherry.

## **14. HANDING OVER**

- 14.1 The successful bidder/contractor shall be required to hand over all the equipment in working condition at the time of termination of the Contract, otherwise the equipment, found faulty shall be made good at high risk and cost by arranging its repair from external agencies.
- 14.2 Any equipment not made available in working condition on the last working day of the contract period shall be rectified/ repaired by the successful bidder/contractor within next 3 working days failing which the equipment shall be got rectified from alternate sources and deductions of the same made from the AMC payment.



14.3 The successful bidder/contractor shall provide services for 15 working days from the date of expiry of the contract for smoother transfer of the AMC to the new contractor without any extra cost. In this connection, any equipment which is noted as in working condition till last hour of AMC contract period shall be rectified by the outgoing AMC Contractor without any extra cost to Principal Commissioner of Income Tax, Puducherry.

**15. OTHERS**

15.1 The successful bidder/contractor shall submit a duly signed and stamped 'Annual Maintenance Contract Agreement' on stamp paper of Rs. 100/- immediately after acceptance of contract.

15.2 Each page of the AMC should be numbered and signed by the tendered with the seal of the firm.

15.3 The contract shall be written in English that language version of the agreement shall govern its interpretations. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in that same language.

15.4 The Principal Commissioner of Income Tax, Puducherry may stipulate any further conditions during the period of the contract which will be duly communicated to the successful bidder/contractor in writing.

15.5 The successful bidder/contractor shall not employ any undesirable personnel(s) and if any such person(s) is not acceptable to the owner, the successful bidder/contractor shall immediately replace him.

15.6 The successful bidder/contractor shall observe all security measures as are applicable to the office of the Principal Commissioner of Income Tax, Puducherry reserves the right to cancel the contract in case of breach of security regulations and to take such action as may be considered necessary. Any special precautions required to be observed by the successful bidder/contractor shall be made known to him by the office of the Principal Commissioner of Income Tax, Puducherry from time to time.

15.7 The successful bidder/contractor should ensure that current and suitable backup of First Party's data is kept before servicing the Goods. The Income tax officer (Hq) will inform the successful bidder/contractor about the data to be needed for backup.

15.8 The successful bidder/contractor shall get the maintenance of the equipment, including the cleaning thereof, done by his maintenance staff solely at his own risk. The Principal Commissioner of Income Tax, Puducherry shall not, in any way, be liable to make payment, incur any expenditure or face any lawsuit in any court of law for any injury or death suffered by the successful bidder's/contractor's maintenance staff during the course of maintenance under this AMC.

(STEPHEN GEORGE)  
Principal Commissioner of Income tax  
Puducherry

ANNEXURE A  
(PART OF TENDER DOCUMENT)

To,

The Principal Commissioner of Income Tax  
Puducherry

Sir,

Sub: Regarding tender for providing AMC OF COMPUTERS - reg.

I have gone through the complete terms and condition of the Tender for Providing AMC OF COMPUTERS in the Office of Principal Commissioner of Income Tax, Puducherry and accept the same.

Place:

Date:

Signature of the Bidder

**ANNEXURE - B**

**Technial Bid**

Sl No		
1	Name and address of Company / Firm, Phone Number / Fax / Mobile / Email id	
2	Name of owner / Director Etc with address Phone and mobile number with mail id	
3	Nature of Business	
4.1	Details of contracts awarded in the past	
4.2	Name and address and contact number of the parties to whom AMC service is provided	
4.3	Period and nature for which such service is provided.	
5.1	Details of Contract awarded in the present financial year	
5.2	Name, address and contact number of the parties to whom service is provided	
5.3	Period and nature for which services is provided	
6	Escalation Matrix of contact persons with mobile numbers and mail id who will be contacted after getting AMC	
7	Details of qualified technical persons with name, qualification, mobile number	

## DECLARATION

I hereby certify that the information furnished above is true and correct to the best of my/our knowledge and belief. In case any deviation /discrepancy is found in the above statement at any stage, the contract will be deemed to be terminated immediately and the concern will be blacklisted.

(Signature of owner or authorized Signatory with date)

**ANNEXURE - C**

**Price Bid**

Sl.No.	Description		Quantity	Unit Price for AMC for one year	Total Price for AMC for one year
1	Desktop Computers	P IV			
		Dual Core			
		Core 2 Duo			
		I3			
		I5			
		I7			
		<b>Total</b>			
2	Printers				
		Bar Code			
		InkJet			
		LaserJet			
		Line Printer			
		Multi Function Printers			
		<b>Total</b>			
3	Scanners				
4	UPS				
		<b>Total</b>			

I hereby certify that the information furnished above is true and correct to the best of my / our knowledge and belief. I further certify that I shall abide by the provisions of the Minimum Wages Act. In case any deviation / discrepancy is found in the above statement at any stage, the contract will be terminated immediately and the concern will be blacklisted.

(Signature of authorized Signatory with date)

ANNEXURE D.

Sl No.	Place	Service Engineer requirement
1.	Puducherry	1
	Cuddalore	
	Villupuram	