NOTICE INVITING TENDER FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT OF IT ASSETS AND IT NETWORK COMPUTERS, PRINTERS, UPS, LAN, LAPTOP, I-PADS, SCANNERS ETC.

Competition Commission of India invite sealed bids from reputed firms possessing the desired qualification and experience for maintenance of personal computers, printers, laptop, I-Pads, Scanners, Switches, UPS etc. and also to provide services to maintain the local area network at its offices located at Hindustan Times House, 18-20, Kasturba Gandhi Marg, New Delhi – 1 and at ‘Hudco Vishala’, B-Wing, 14, Bhikaji Cama Place, New Delhi -66.

The details of items to be covered under the Comprehensive Annual Maintenance contract and other terms & conditions are annexed.

Tender Document may be downloaded from the websites www.tenders.gov.in / www.cci.gov.in. The Tender may be submitted in the Office of the Commission by 3.00 P.M. of 20th July, 2015 along with Tender Document Fee of Rs.500/- by way of Demand Draft in favour of ‘Competition Commission of India (Competition Fund) Account’.

Tenders not accompanied with the Tender Document Fee of Rs.500/- will not be entertained.

(Ashok Chakrapani)
Dy. Director (CS)
TERMS & CONDITIONS FOR COMPREHENSIVE AMC OF COMPUTERS, PRINTERS, LAPTOP, LAN etc.

1. LAST DATE & TIME OF RECEIPT OF QUOTATIONS : 1500 Hrs. on 20\textsuperscript{th} July, 2015
2. DATE & TIME OF OPENING OF TECHNICAL BID : 1600 Hrs. on 20\textsuperscript{th} July, 2015
3. PLACE OF SUBMITTING QUOTATIONS : Reception of CCI, 3\textsuperscript{rd} Floor, HT House, K.G. Marg, New Delhi
4. PLACE OF OPENING OF QUOTATIONS : Room No. 375, 3\textsuperscript{rd} Floor, CCI, HT House, K.G. Marg, New Delhi
5. ITEMS & QUANTITY TO BE COVERED: UNDER AMC

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Description</th>
<th>Quantity*</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Desktops</td>
<td>201</td>
</tr>
<tr>
<td>2.</td>
<td>Printers :</td>
<td>169</td>
</tr>
<tr>
<td></td>
<td>Colour/Mono Laserjet Printer</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Inkjet MFP</td>
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<tr>
<td></td>
<td>Laserjet MFP</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Networking</td>
<td>All networking components including Racks, Switches, Cables, I/O etc. on AS-IS-WHERE-IS basis.</td>
</tr>
<tr>
<td>4.</td>
<td>Lap Top</td>
<td>48</td>
</tr>
<tr>
<td>5.</td>
<td>UPS (battery inclusive)</td>
<td>150</td>
</tr>
<tr>
<td>6.</td>
<td>Scanners</td>
<td>04</td>
</tr>
<tr>
<td>7.</td>
<td>I- Pads</td>
<td>6</td>
</tr>
<tr>
<td>8.</td>
<td>Switches</td>
<td>23</td>
</tr>
</tbody>
</table>

* The number of items for AMC is tentative and may vary at the times of actual award of contract.

4.1 The AMC of the items will be post warranty and on “AS IS WHERE IS” basis. The bidders can inspect the items before quoting for the AMC amount between 3 to 5 PM from 6\textsuperscript{th} to 10\textsuperscript{th} July, 2015 at CCI, HT House and at Bhikaji Cama Place.
4.2 Scope of work: The Maintenance services will consist of:

(a) On-site preventive and break-down maintenance of PCs and peripherals at CCI where the above equipments are installed from time to time.

(b) The Maintenance will include necessary repairs to the installed systems and replacement of defective/damaged parts, components and other accessories free of cost.

(c) The Maintenance also include removal of virus, software patch updation, HDD crash recovery ,regular data backups, system administration (antivirus update, office software installation and other system maintenance) network administration (maintenance of proxy/dns/dhcp servers) software support/troubleshooting to keep the system fully operational. The Contractor will be responsible for providing virus free computer environment in CCI.

(d) The resident service engineers would also be required to maintain and administer any in house solution deployed/developed by the IT Division. They will also be responsible for maintenance of Internet/Anti Virus/Active Directory/CMIE Server/Wi-fi network/firewall/Router/Network Storage/data back-up using portable device and maintenance of UTM Box.

(e) The Maintenance also includes Documentation support such as format conversion, email, browsing, digitization support etc, and repair maintenance and troubleshooting of all LAN fully operational. Trouble shooting of network to be carried out under the contract are:-

(i) To check the port readiness (proper signal strength) of network switches and Hubs with the help of LAN Tester.

(ii) To check the connectivity of the cable (RJ45/Fibre optics) with the help of LAN Tester.

(iii) To re-crimp a LAN node for any PC as and when required.

(iv) To replace and re-install any corrupted networking system files.

(v) Setting Network configuration across different version of Windows and Linux OS like Window 98/XP/2000/2000 Server etc.

(vi) Trouble shooting network w.r.t. accessing network Laser Printer or any other sharable resources.

(vii) IT Asset Movement Register to be maintained adequately.

(f) Annual Maintenance Contract will be ‘COMPREHENSIVE’ which includes all repair as well as replacement of all the defective/worn out parts.
It shall be the responsibility of the firm to maintain all the computer, printers etc. AMC should include replacement of printer heads as well.

5. **Earnest Money**: The prospective bidders are to deposit Earnest Money of Rs.25,000 (Rupees Twenty Five Thousand only) by way of Pay Order/Demand Draft in favour of ‘Competition Commission of India (Competition Fund) Account’. The amount of Earnest Money will be refunded to the unsuccessful bidders within one month of signing/award of contract with the successful bidder.

6. **Two bids viz., Technical (Annexure – II) and Financial (Annexure – III)**, should be submitted, in the prescribed format, in a sealed cover. The technical bid will provide the details about the firm, its capacity, manpower, clientage and details of Earnest Money etc. whereas the Financial Bid will contain the rates for the quantity shown (excluding taxes). Both the sealed envelopes i.e. ‘Technical Bid’ and ‘Financial Bid’ along with Pay Order/Demand Draft of Earnest Money are to be kept in a big Cover which may be superscribed as “Tenders for Comprehensive AMC of IT Assets”.

7. Tender Evaluation Committee will open the Financial Bids of only those bidders who stands qualified on the basis of details provided in Technical Bid.

8. The bidder should have the following qualifications (Documentary evidence are required to be attached):
   a. Should have been in existence for not less than ten years.
   b. The organization having minimum annual turnover of Rs. 1 crore or more during past three years (2012-13, 2013-14, 2014-15) on maintenance services will only be considered. A Chartered Accountant’s certificates must be attached along with a copy of latest IT returns filed with IT Department to prove the turnover.
   c. Should have experience of AMC of at least 200 terminals at 5 different locations in Delhi.
   d. Should have experience of working for Govt./Dept./PSU etc. For more than 3 years. Should have provided similar services to 3 Govt. Deptt./PSUs during the last 5 years.
   e. Should have PAN/TAN number, Sales tax registration, VAT registration/Service Tax Number.
   f. The organization shall consider in its tender the payment of prevailing minimum wages fixed by Labour Deptt., Govt. of Delhi.
   g. Should not have been blacklisted by any Ministry/Department of the Government of India or any PSU or any other organization. A self undertaking to this effect is required to be submitted along with the tender.

9. The price quoted should be exclusive of all taxes. VAT and Service Tax etc. would, however, be paid, as per Govt. of India Rules.
10. The tender validity period is 90 days from the date of opening of tender. The rates quoted by the bidders will remain valid for a period of 90 days or till the date of finalization of tender, whichever is later.

11. The Annual Maintenance Contract shall remain valid for one year from the date of award of Contract. However, the contract can be extended further with the mutual consent of both the parties on the same rates, terms & conditions.

12. The Contractor will provide 5 resident engineers on all 5 working days, three posted at “Hindustan Times House” and two at “Hudco Vishala, Bhikaji Cama Place”, New Delhi.

   a. The service engineers deputed at CCI must posses following minimum qualification:

      (i) The service engineer deputed at CCI should posses at least a 3 years Diploma in Computer Science or Bachelor's degree in Computer Science with at least 3 years of post qualification experience.

      ii Certification: Cisco Certified Network Associate (CCNA), RedHat Certified Engineer (RHCE), Microsoft Certified Systems Engineer (MCSE).

   b. The Contractor is required to provide evidence in respect of qualification and experience, which would be checked by CCI to see the suitability/competency of the service engineer.

   c. The Service Engineers provided by the Contractor shall not be changed frequently. Only one change will be permitted during the year. For any subsequent changes a penalty of Rs. 5000/- would be payable. However if found incompetent by CCI, the service engineer will be changed by the Contractor.

   d. The Contractor and the resident personnel shall follow the system of monitoring the work and attendance of the service personnel as stipulated by CCI.

   e. In the absence of any engineer/personnel, it shall be the responsibility of the Contractor to depute another competent and experienced engineer during the period of absence of the designated engineer/personnel.

   f. Additional engineer may be deputed at CCI whenever there are more complaints to rectify the equipment within the stipulated response time.

   g. The CCI will be free to relocate the service engineers between its offices.

13. **Penalty:** It has to be ensured by the Contractor that all complaints are attended to within 2 hours of lodging of complaint and the faults/defects
arising in the said equipment are rectified within 8 hours (including holidays).

In case of failure to attend to the complaint, CCI shall have the right to impose penalty of Rs.1000/- per complaint.

If the Contractor fails to rectify the complaint within 3 days, CCI shall have the right to impose a further penalty of Rs.10,000/- per complaint.

In case the service engineer fails to rectify the complaints (on three occasions) within the stipulated time (8 hours), CCI reserves the right to change the deployed service engineer, failing which a penalty of Rs.1000/- per day would be imposed.

14. The CCI reserves the right to check performance review through its IT personnel at any time during the contract period and deficiencies, if any, noticed will be required to be rectified and compliance reported. If the contractor fails to rectify the deficiencies or fails to comply with other directions/ instructions of the CCI, the contract is liable to be terminated.

15. The Contractor shall indemnify to CCI against liability in case of damage to property or life inside the office premises while carrying out the work of AMC.

16. The Contractor shall provide stationery to the service engineers.

17. The Contractor shall hand over all the IT items of the office to the concerned Division under the guidance of appropriate officer, after the expiry of contract.

18. The selected Firm(s) will be required to submit within 7 days from the date of award of Contract, a performance security of an amount equivalent to 10% of total cost of annual contractual value. The performance security shall be deposited in the form of Banker’s Cheque drawn in f/o Competition Commission of India (Competition Fund) Account payable at New Delhi. The performance security of the Firm(s) is liable to be forfeited in case of non-compliance of terms and conditions laid by Commission.

19. The tenderer shall comply with all existing Labour Legislation and Acts, such as Minimum Wages Act, Contract Labour (Regulation & Abolition) Act, Workmen’s Compensation Act, Payment of Wages Act, provide Fund Act, ESI Act, etc. For any lapse or breach on the part of the tenderer in respect of non-compliance of any Labour Legislation in force during the validity of the contract, the tenderer would be fully responsible and would indemnify the Commission, in case the Commission is held liable for the lapse on the part of the tenderer. The tenderer must submit an undertaking towards compliance of all labour laws (Annexure-V).

20. The bills of the contractor shall be cleared subject to his submitting adequate proof of his having complied with all applicable labour laws viz. Payment of Wages to the staff deployed for the purpose of this contract, deposit of P.F. and ESI contributions and other benefits.
21. Bids found to be in violation of any labour law will be summarily rejected at any stage. The bidder must ensure that the bids submitted by the agency are in conformity with the labour laws/acts/rules/regulations.

22. Payment will be released to the selected firm on quarterly basis proportionately. No advance payment will be made.

23. In case of confusion over any clause/sub clause of the tender documents, the interpretation of the CCI would be final and binding to all the bidders.

24. The Competition Commission of India reserves the right to terminate the Contract, at any point of time, without assigning any reason.

25. The Commission reserves the right to reject any/ all offer(s) without assigning any reason thereof. Any enquiry after submission of the tender will not be entertained.

26. The Technical Bids shall contain all the documents mentioned in the CHECKLIST. The documents shall be arranged in the same order as mentioned in the checklist. Bids are liable to be summarily rejected on technical grounds in case the CHECKLIST is not properly filled up.

27. Disputes, if any, shall be settled within the jurisdiction of Delhi.
PROFORMA FOR TECHNICAL BID

1. Name of the Firm & Owner : (With Tel./Mob. Nos.)
2. Office Address with : Tel./Fax/Mob. Nos.
3. Date of incorporation of firm: (Attach documentary proof)
4. Contact Person(s) Name : Tel./Fax/Mob. Nos.
5. Annual Turnover : 2012-13
   (Documents to be Attached) 2013-14 2014-15
6. PAN/TIN No./ Service Tax No. :
7. Past experience with Govt. : Departments – Name and Period of service provided (Documents to be attached as a proof of experience)
8. Total staff strength and : Strength of service Engrs.
   Fee and Earnest Money : PO/DD No. dt.
10. Whether Terms & Conditions issued by CCI are acceptable to the Firm
11. Undertaking of Non-blacklisting to be attached: (Annexure-IV)
13. Whether copies of all certificates have been attached as per Para 8 of the tender documents and as per CHECKLIST.

Date: (Signature of Owner/Authorized Representative)
**PROFORMA FOR FINANCIAL BID**

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Description</th>
<th>Quantity</th>
<th>Per Unit Rate (Rs.) (Excluding Taxes)</th>
<th>Total AMC cost (Excluding Taxes)</th>
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<tbody>
<tr>
<td>01.</td>
<td>Desktop</td>
<td>201</td>
<td></td>
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<td>02.</td>
<td>Printers :</td>
<td></td>
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<td></td>
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<td></td>
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<tr>
<td>05.</td>
<td>UPS (battery inclusive)</td>
<td>150</td>
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<tr>
<td>06.</td>
<td>Scanners</td>
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<td>07.</td>
<td>I- Pads</td>
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<td>08.</td>
<td>Switches</td>
<td>23</td>
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<td></td>
<td>Total</td>
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</tbody>
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Date: ____________________________

(Sign. of Authorized Signatory)
ANNEXURE – IV

UNDETAking

I/We undertake that (name of the company) has not been blacklisted by any Govt. Deptt / PSU.

Signature of the authorized Signatory of the firm/ Company/Organization Official stamp/ seal.

Date:

Place:
Annexure-V

UNDERTAKING

I/We undertake that (name of the company) comply with all the Labour Laws.

I/We further undertake that (name of the company) comply with Minimum Wages Act, PF/ESI Act etc.

Signature of the authorized
Signatory of the firm/
Company/Organization
Official stamp/ seal.

Date:

Place:
(i) Checklist and the order in which the documents are to be submitted for the Technical Bid

Please check whether all the below mentioned Documents have been supplied for participating in the tender. The documents to be submitted in descending order with item no. 1 on top of all. Please also mention the page no. of the Technical Bid where these documents are given.

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Documents (Please refer to clause 8 and proforma of Technical Bid for filling this checklist)</th>
<th>Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Bid Security in the form of bank draft/Pay order for Rs. 25,000/-</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Certificate from CA Regarding Annual Turnover of more than Rs.1 crore on maintenance services for last three years</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Valid Income Tax Clearance Certificate/ Income Tax Return with PAN.</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Certificate of Incorporation / Firm Registration Certificate as the case may be</td>
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<tr>
<td>5</td>
<td>Article of Memorandum of Association / Proprietorship deed certificate as the case may be</td>
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<tr>
<td>6</td>
<td>Experience of maintaining LAN with at least 200 terminals at 5 different locations in Delhi</td>
<td></td>
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<tr>
<td>7</td>
<td>Work order copy of providing similar services to at least 3 Govt. Deptt./PSUs of same capacity. Works orders should not be older than 5 years.</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Any other documents (Please Specify)</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Undertaking in terms of Para 20 of the tender document.</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Undertaking regarding non-blacklisting of the firm</td>
<td></td>
</tr>
</tbody>
</table>

Bidder to ensure

A. That all Pages have been stamped & signed by the authorized person.
B. That all the pages submitted have been numbered.
C. That all the documents are legible (clearly readable).