



राष्ट्रीय बहुदिव्यांगता जन सशक्तिकरण संस्थान

(विकलांगजन सशक्तिकरण विभाग (दिव्यांगजन), सामाजिक न्याय और अधिकारिता मंत्रालय, भारत सरकार)

National Institute for Empowerment of Persons with Multiple Disabilities (Divyangjan)

(Department for Empowerment of Persons with Disabilities (Divyangjan),
Ministry of Social Justice & Empowerment, Govt. of India)

Phone: 044-27472104, 27472113, 27472046, 27472423 Fax: 044-27472389 Toll Free: 1800 425 0345
E-mail: niepmd@gmail.com, Website: www.niepmd.tn.nic.in

Tender No. NIEPMD/Pur 4 (06)/2017-18

Notice Inviting Tenders

Sub.: ONSITE Annual Maintenance Contract of Computers and its Peripherals (Desktop Computers, Laptops, Printers, MFDs, UPS & Scanners) installed at NIEPMD

E-tenders are invited through NIC e-procurement portal URL <https://eprocure.gov.in/eprocure/app> in two bid system i.e. (i) Technical bid and (ii) Financial bid from reputed agencies having its registered and operational office in Chennai / Tamilnadu with proven track record in providing satisfactory annual maintenance contract services for repair and maintenance of Desktop Computer Systems. Laptops, Printers, Multifunction machines, UPS systems, Scanners and other Peripherals of various make, model and configuration and Software installed in these installed at NIEPMD, Chennai to Central Govt./ State Govt./ National Institutes / PSUs/ Universities for at least three years. For more details please visit our web site: www.niepmd.tn.nic.in and CPPP web site <https://eprocure.gov.in/eprocure/app>.

Last date for E-bidding	- 03.00 PM. on	14 th Dec 2017
Tender fee	- Rs.1, 000/-	
Pre-Bid Meeting	- 11.00 AM	04 th Dec 2017
EMD Amount	- Rs. 20,000/-	
Date & Time of Opening of Technical Bids	- 04.00 PM. on	15 th Dec 2017

Tele: 044-27472046/27472113 Telefax: 044-27472389 Email:niepmd@gmail.com

DIRECTOR

ASPO:

Permission may be given to publish the NIT in Tamil Daily (All Tamilnadu edition).
CPP portal, GeM portal and NIEPMD website for wide publicity.

Director



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National Institute for Empowerment of Persons with Multiple Disabilities (Divyangjan), Chennai, Under Ministry of Social Justice and Empowerment, DEPwD intends to enter in to **Annual Maintenance Contract** for a period of one year from the date of finalization of contract for maintenance of Desktop Computer Systems, Laptops, Printers, Multifunction machines, UPS systems, Scanners and other Peripherals of various make, model and configuration and Software installed in these at NIEPMD. The contract may be extended for two more years on satisfactory performance and discretion of Director, NIEPMD. However it is not binding for either side to extend the contract beyond one year.

Online tenders through NIC e-procurement portal are invited from specialist firms of Chennai / Tamilnadu for Annual Maintenance Contract of Computer Systems and Peripherals for Hardware (Such as PCs, Laptops, Printers, Scanners, MFDs, UPS etc.) of various make/model and configuration and Software installed in those Computer Systems located at NIEPMD, Chennai.

The Institute is having approximately 72 Nos. Desktops, 22 Nos. Laptops, 64 printers, 02 Nos. scanners and 78 UPS (Non-Warranty) systems as on 21st Nov 2017. Detailed description of systems is mentioned in scope of work.

(A)TERMS & CONDITIONS

1. Annual Maintenance contract for computer and peripheral will be on **non-comprehensive basis**. During maintenance if any parts required to be changed, it should be after proper approval of competent authority. NIEPMD having full right to made available parts from its own resources. It is not mandatory to purchase the parts from vendor only.
2. The firm should be in the business of maintenance of computers and its peripherals at least for 3 years (requisite documents to support this claim will have to be uploaded with technical bid and proof to be produced in original for verification).
3. The maintenance has to be provided for 365 days during the working hours and also during holidays if required by NIEPMD.



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4. The firm should have an experience of providing AMC for not less than 40 computer systems in each year during 2014-15, 2015-16, 2016-17.

5. The firm should upload valid Income-Tax clearance certificate/return for the last 03 FYs with technical bid. (2014-15, 2015-16, 2016-17)

6. The firm should be registered with Chennai / Tamilnadu Sales Tax Department for work contracts. Proof to be uploaded with technical bid.

7. The firm should submit the copies of PAN, VAT and GST registration. Proof to be uploaded with technical bid.

8. The address of the workshop with telephone No. and FAX Nos. should be uploaded with technical bid. The agency must have its registered and operation office in Chennai / Tamilnadu. Address verification may be done by NIEPMD authorities before finalisation of contract.

9. The firm must have experience to provide maintenance of various computers and peripherals of various brands/makes.

NOTE: - (i). Submit the documentary proof against each of the above points of Technical Terms and Conditions chronologically which is (Mandatory), along with information as per Appendix –“A” enclosed. The firms meeting the above technical terms and conditions only should participate in the tendering process. The financial bid of only those firms will be opened who fully fulfil the above mentioned Terms & Conditions.

10. During the currency of the contract period it will be the responsibility of the contractor to keep the equipment's in perfect working order. The repair works will be carried out at the location of the equipment only, except in exceptional circumstances when the equipment or any components are required to be made by the contractor at their office. The installation of software (Provided by the Institute) and configuration and Virus detection, prevention as well as removal will be also done by vendor.

11. Necessary estimates will be submitted by the firms in respect of any Computers and peripherals which require repair before taking them on AMC. It may be noted that no separate estimate for repair after awarding AMC shall be entertained.

12. The payment towards AMC charges would be made at the end of each quarter on production of satisfactory reports from the concerned user / officer responsible for IT services (ASPO) of this Institute with the Bill / Invoice.



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13. If the contractor fails to attend the complaints within 4 hours and repair the Computers and peripherals and other Equipments on AMC within a period of 1 day from the date of lodging of the complaint, Contractor will have to provide a standby for the same, failing to do so may be treated as violation of contract. The contract may be terminated after giving one month prior notice.

14. An agreement will be signed between The Director, NIEPMD, Chennai and Contractor regarding award of contract. This shall be for the period of 12 months effective from the date as intimated by this institute, however the contract may be extended for another two year on mutual agreement on same Terms and conditions & rates. The Director may terminate this agreement any time during the currency of contact without assigning any reason.

15. Party having the lowest quotation i.e. the (Total of A+B+C) will be awarded the contract (as per appendix "A").

16. The rates should be exclusive of all types of taxes. Tax applicable at the time of invoice will be paid.

17. The rates quoted should also cover the maintenance of operating system, software installation, and installation of patches, installation and updation of anti-virus software. Detection/removal of virus.

18. The firm whose quotation is finally accepted shall have to deposit performance security money equivalent a sum of 10% of the total cost of annual contract in the form of Bank Guarantee or a Demand Draft drawn in favour of Director, NIEPMD, Chennai, payable at Chennai. The performance security deposit will be released after satisfactory completion of the contract. EMD deposited will be adjusted against the performance security. No interest will be paid on performance security.

(19) For the purpose of the AMC work following interpretation would be made:-

- (a) **Hardware**-This includes the actual components/assemblies/sub-assemblies of the PC i.e. the hard disk, monitor, mouse, keyboard, floppy disk, CD Rom, Zip disk drive, Teflon etc. This also includes the components/assemblies/sub-assemblies of Peripherals and other accessories. This will also include connectors/cables/cords and any other physical appliances required to run the computers etc.
- (b) **Peripherals**- This include Printers(LaserJet, Desk Jet, Inkjet, Dot Matrix), Scanner, CD writer, Modem, Speakers, UPS and any other unspecified but existing item.



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(c) **Software**-This includes all the software related to Operation Systems, System Software, Mail Software and any other unspecified software required to run the components/peripherals/application etc. This also includes the application software installed in the computer.

(d) **Services**-This includes back-up solutions, cleaning of the computer system and peripherals, disaster recovery solutions general antivirus installation/reinstallation/updation checks and regular maintenance like running diagnostics tests to ensure if all the components are working fine.

(20) **Scope of work: -**

The Institute is having approximately the following number of components (Non-warranty) as on 21st Nov 20017

(A) Computers:-

Computers	Quantity (nos)
Desktop with Monitor, Key Board and Mouse. (Duel Core, Core2 Duo, I-3 & I-5)	72
Laptop (I-3, I-5, I-7)	22
All in One Desktop Computers	NIL

(B) Printers:

Printers Type	Quantity (nos)
A-4 Type printer (All Brands) (B&W)	16
A-4 Type All in One printer (All Brands) (B&W)	28
A-4 Type printer (All Brands) (Colour)	05
A-4 Type printer All in One (All Brands) (Colour)	04
A-3 Multifunction All in one Machines (B&W)	07
A-3 Multifunction All in one Machines (Colour)	01
Canon Fax Machine	01
Flatbed Scanner (A-4 Type)	02
External CD/DVD/Combo drives	NIL

(C) UPS:

Power Rating	Quantity(nos)
0.5 KVA	NIL
0.6 KVA	45
1 KVA	32
5 KVA	NIL
6 KVA	01

Firms are requested to submit the quotation in the format attached as appendix "A". Microsoft Excel BOQ will be available with tender to quote financial quotes. No price should be uploaded with technical bid.



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The total number of items shown above may vary i.e. it may increase/decrease at the time of actual awarding contract. The actual cost of AMC will be based on actual number of items brought under AMC. It is expected that during the contract period, more equipment may be included/excluded for maintenance and repair services of AMC. These equipment's will be included/excluded on pro-rata basis.

The scope of work covers Annual Maintenance of Hardware's (such as Computers, Printers, Printer with Scanners, CD Writers, Laptops and UPS etc. of different make & model) and operating system software's, various Software or any other software installed in the Computer Systems at NIEPMD not covered under warranty.

- a) Upkeep and maintenance of the hardware installed.
- b) To provide and maintain the required drivers and additional peripherals and hardware for maintaining the Equipments.
- c) Repair to be carried out at the location of the equipment.
- d) Standby arrangement to be made in case the equipment is to be taken to workshop for repairs.
- e) Support for users and troubleshooting of commercial software packages and removal of virus and re-installation of software, if corrupted.
- f) Coordination with OEMs for troubleshooting of the computer and other **peripherals under warranty.**
- g) Any other maintenance work to be undertaken related to the computer/peripherals.
- h) The replacement of any part of the computer/peripherals, whenever required, must be carried out by the vendor with genuine part of same specification and warranty after getting approval from officer incharge IT service / competent authority.
- i) The firm shall maintain the equipment as per manufacturer's guidelines and shall use standard OEM components for replacement after approval from competent authority. The firm will always provide the estimate for genuine component only and the original specification/characteristics/features shall not be changed.



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- j) The firm/company will prepare logbooks for each of the machines to be taken under the AMC and Preventive maintenance with virus scanning and virus removal and special cleaning of the Monitor, printer, keyboard, mouse etc. from outside with liquid cleaner and inside will be carried out on quarterly basis. A Preventive Maintenance Report from the user would be submitted to Stores & Purchase department failing which an amount of **Rs. 200** as a penalty would be imposed.
- k) The service engineers would take up any reported fault with four hours. As far as possible, the repairs would be carried out on-site. However, in case the equipment is taken to the workshop, the firm would provide a standby for the same.
- l) Immediately on award of the contract, the contractor would give a report taking over all equipment (giving their configuration in working condition also). It shall be the responsibility of the firm/company to make all the equipment work satisfactorily throughout the contract period and also to hand over the systems to the Department in working conditions on the expiry of the contract. In case any damage on the systems of the department is found, compensation which would be determined by the Competent Authority will have to be paid by the firm.
- m) It may also be noted that in case of contractor backing out in midterms without any explicit consent of NIEPMD, the firm/company will be liable to recovery at higher rate vis-à-vis, those contracted with it, which may have to be incurred by NIEPMD on maintenance of machines for the balance period of contract through alternative means.
- n) The above act of backing out would be automatically debar the firm from any further dealing with NIEPMD and EMD/performance guarantee amount would also be forfeited.
- o) **No advance payment** in any case would be made. However, quarterly payment on pro-rata basis on satisfactorily rendering of service would be made.
- p) It will not be open for the contractor to refuse maintenance of any equipment which on the date of entering in contract is in working condition and is not more than six years old. Equipment which are more than six years old may be brought under contract by mutual agreement.
- q) The contractor shall be responsible for any loss or damage caused to any of the machines owing to negligence on his part
- r) In case of any dispute, the settlement will be made in the Courts of Chennai only.



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- s) Firm must provide customer satisfaction letter from at least two customers from govt. department/PSU while submitting the technical bids.
- t) Firm must have sufficient numbers of qualified and experienced engineers and a list of those engineers must be enclosed with technical bids.
- u) Establishment of the firm must be more than 03 years old.
- v) The scope of work covers provision of one technical staff in the NIEPMD, Muttukadu, Chennai from 09:00 to 17:30 hrs. On all working days and if required, on Saturdays and Sundays and also after 17.30 hrs. On working days. Minimum one qualified service engineers in computer/electronics /telecommunication engineering with an experience of not less than 3 years in computer hardware as well as software maintenance will be deployed at NIEPMD. **Cost of service engineer to be included in AMC cost, No separate cost will be paid to service engineer by NIEPMD.**
- w) Maintenance of all software already installed in the personal computers and peripheral and the software to be installed at later stage.
- x) The rates quoted should also cover the maintenance of operating system software installation, application softwares installation, installation of patches, data recovery, pre-emptive actions against virus etc.
- y) Cleaning of all equipment using dry vacuum air, brush soft muslin clothes.
- z) Running of test programmes to ensure quality print/date reliability.
- aa) Checking of power supply source for proper grounding and safety of equipment.
- bb) Ensuring that the covers, screws, switches etc. are firmly fastened in respect of each equipment.
- cc) Shifting of equipment as and when required.
- dd) Running of diagnostic software for system performance.

(21) Submission of Bid: The bid should be uploaded through NIC e-procurement portal URL "<http://eprocure.gov.in/eprocure/app>" up to **14-12-2017 (1500 hrs.)**, containing following:

- i) EMD Amount Rs. 20,000/ & Tender Fee Rs. 1,000/- through NEFT/RTGS as mentioned in NIT.
- ii) Bidder shall upload the scanned copies of following:
 - a) Authorized Dealer/Distributor/Business Partner/RSR Certificate from OEM.
 - b) Relevant Documents in case of MSME/SSI/NSIC Unit.
 - c) PAN Card, Address Proof and Sales Tax/TIN No./GST No.
- iii) Duly filled Price Bid.
- iv) Documentary proof of previous work done duly supported by work orders and work completion certificates minimum for last 03 years. The



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- document must prove that the bidder is in this business atleast since 03 years.
- v) Experience certificate duly issued from previous institutions where worked previously.
- vi) **Annual Turnover of last 03 financial years. The annual turnover must be Rs. 25 Lakh per annum for last 03 FYs. CA certificate turnover certificate along with copies with CA certified copies of balance sheet and profit and loss statement must be uploaded with technical bid.**
22. **Opening of Bid:** Bid shall be opened on the **15-12-2017 (1600 hrs)**.
23. **Bid Validity:** Bid shall remain valid for a period of 90 days from the date of opening of technical bids.
24. **Bid Evaluation:** Duly filled technically bid be evaluated by purchase committee. Price bid of technically qualified bidder will only be opened, Price Bid shall be evaluated on lowest tender basis.
25. The total cost quoted should be exclusive of taxes. Applicable taxes to be mentioned separately. Tax applicable at the time of invoice will be paid.
26. Prices quoted by the bidder shall remain FIRM during contract in NIEPMD, Chennai during the currency of contract and any extension thereof.
27. The tender submitted by any other means except NIC e-procurement portal, will not be entertained under any circumstances.
28. The list of technically qualified bidders will be published on the Notice Board of NIEPMD.
29. The financial bids of technically qualified bidders only will be opened. On the same day or time of opening will be intimated after evaluation of technical bid.
30. **Procedure for e-payment:** EMD of Rs. 20,000/- and Tender fee of Rs. 1,000/- should be paid online through NEFT or RTGS in NIEPMD account and payment receipt to be uploaded with technical bid. Technical bids without EMD and Tender Fee shall not be considered for further evaluation. NIEPMD Bank details are as follows:
A/C No. 761297290
Type of Account: Saving Bank
Name of Bank: Indian Bank, Kovalam Branch
IFS Code: IDIB000K122
Branch Code: 01176



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- **Caution:** Please ensure that you need to mention the correct beneficiary account number and IFSC code as mentioned above while making payment via RTGS / NEFT. In the event of funds remitted to wrong beneficiary account number, NIEPMD, Chennai or its Bank would not responsible for the same.

31. **Tender Submission process:** Interested bidder may submit their quotes by giving all the necessary documents in English or Hindi as specified. **The TENDER must be submitted online through Central Public Procurement Portal e-procurement application only through URL: <http://eprocure.gov.in/eprocure/app> only.** No manual bids will be entertained under any circumstances.

The Tender document attached must be direct, concise, and complete and arranged in an organized and structured manner.

To participate in online bidding process, Bidders must procure a Digital Signature Certificate as per Information Technology Act-2000 using which they can digitally sign and encrypt their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode, eMudhra etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.

NIEPMD will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid proposal well advance in time so as to avoid issues like slow speed, choking of web site due to heavy load or any other unforeseen problems.

Bidders are also advised to refer visit any local NIC office or call CPPP 24x7 toll free number 1800-3070-223 or mobile No. 07878007972, 07878007973 for further details about the e-tendering / bidding process.

B. GENERAL TERMS AND CONDITIONS:

01. The bid is liable to be rejected if the EMD and Tender fee is not found in order or receipt not accompanying with the Technical Bid.
02. The EMD of unsuccessful bidders shall be returned after the issuance of award to the successful bidder. No interest shall be paid by the NIEPMD, Chennai on the EMD.
03. The EMD of successful bidder shall be retained as security deposit and released after successful completion of contract. No interest will be paid on EMD amount and security. However security deposited can be deposited in form of Bank Guarantee / Fix Deposit on name of Director NIEPMD.
04. NIEPMD reserves the right to accept / reject / select more than one Agency and to annul the bidding process of any or all bids at any time prior to award of contract without thereby incurring any liability to the affected bidders.



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05. The tender will be appraised by committee formed by NIEPMD.
06. **MSME/SSI Units:** The units registered with MSME/SSI/NSIC etc., are exempted from payment of EMD subject to following:
 - I. Submission/upload of registration certificate with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or National Small Industries Corporation
 - II. Valid registration during validity period of quotation.
 - III. Applied for registration or for renewal will not be accepted. Such offers will be treated as offer received without EMD.
07. The award to MSME Firms shall be regulated as per Govt. Guidelines.
08. All the payments under this agreement will be paid in Indian Rupees and will be subject to Tax/any other statutory deductions at source, as applicable at the time of invoice.
09. The NIEPMD reserves the right to accept or reject any or all the tenders without assigning any reason thereof whatsoever.
10. The NIEPMD reserves the right to increase/decrease the quantity at the time of placing the order.
11. In case **15-12-2017** happens to be holiday, the tenders shall be opened on next working day at the same time and place.
12. **Submission of bid means that bidder has read all the terms and conditions of this NIQ carefully and will comply them all unconditionally. Conditional bids will not be accepted.**
13. NIEPMD, Chennai reserves the right to split the quantity/items ordered on more than one vendor.

(C) Standard Conditions of AMC

The Bidder, is required to give confirmation of their acceptance of the Standard Conditions of the AMC mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder(i.e Contractor/Supplier in the contract) as selected by the customer. Failure to do so may result in rejection of the Bid submitted by the Bidder/firm.

1. **Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in



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accordance with the laws of the Republic of India.

2. Effective Date of Contract:

The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.

3. Arbitration: All disputes or differences arising out of or in connection with the contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to services or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is given in Annexure-B.

4. Penalty for use of Undue influence: The firm/Bidder undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the customer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contractor any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Contractor/Supplier or any one employed by him or acting on his behalf (whether with or without the knowledge of the contractor) or the commission of any offence by -the contractor or anyone employed by him or acting on his behalf, as defined in chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the customer to cancel the contract and all or any other contracts with the contractor and recover from the contractor the amount of any loss arising from such cancellation. A decision of the customer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Contractor. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the contractor towards any officer/employee of the customer or to any other person in a position to influence any officer/employee of the customer for showing any favour in relation to this or any other contract shall render the contractor to such liability/penalty as the customer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund the amounts paid by the customer.

5. Agents/Agency Commission: The firm/Bidder contractor/Supplier confirms and declares to the customer that the contractor is the original provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries whether officially or unofficially, to the award of the contract to the contractor, nor has any



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amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The contractor agrees that if it is established at any time to the satisfaction of the customer that the present declaration is in any way incorrect or if at a later stage it is discovered by the customer that the contractor has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract the contractor will be liable to refund that amount to the customer. The contractor will also be debarred from entering into any supply Contract with the Government of India for a minimum period of Five years. The customer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Contractor who shall in such an event be liable to refund all payments made by the customer in terms of the contract along with interest at the rate of 2% per annum above 18% penal rate. The customer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India, or with Legislative Department.

6. **Access to Books of Accounts:** In case it is found to the satisfaction of the customer that the contractor has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Contractor, on a specific request of the customer shall provide necessary information/inspection of the relevant financial documents/information.

7. **Non-disclosure of Contract documents:** Except with the written consent of the customer, contractor shall not disclose the contract or any provision of the contract or information related to services thereof to any third party.

8. **Penalty and Liquidated Damages:**

1. If the firm does not attend to the complaint within 4 hours from the time of registration of complaints with the resident engineer deployed by the firm or on the telephone number (given by the firm for lodging complaints), a penalty @ 5% of the value of AMC charges of the Equipments would be imposed till it is not available for the use. If a sub assembly of the equipment fails, the penalty shall be applicable for the same scheduled item.
2. Penalty shall be levied @ 5% of the value of AMC charges for that equipment for each day.
3. If the fault is set right by replacing the defective sub assembly and Equipments, the same should be re-installed after servicing within 7 days (if 7th day falls on holiday then next morning day). In case of default, penalty shall be levied at the rate of 5% of the value of the AMC charges for the scheduled item.
4. Penalty shall be levied for the absence of resident diploma engineer at the rate of Rs.500/- (Rupees Five Hundred only) for every working day.



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9. **Termination of Contract:** The customer shall have the right to terminate this Contract in part or in full in any of the following cases: -

- (a) The delivery of the services is delayed for causes not attributed to Force Majeure for more than 15 days after the scheduled date of signing of contract.
- (b) The contractor is declared bankrupt or becomes insolvent. The delivery of services is delayed due to causes of Force Majeure by more than 01 months provided Force Majeure clauses is included in contract.
- (c) The customer has noticed that contractor has utilized the services of any agent in getting this contract and paid any commission to such individual/company etc.
- (d) As per decision of the Arbitration Tribunal.
- (e) If the services are not found satisfactory as per AMC.

10. **Notices:** Any notice required or permitted by the contract shall be written in the English / Hindi language and may be delivered personally or may be sent by E-mail /FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

11. **Transfer and Sub-letting:** The firm/bidder has no right to give, bargain, sell, assign or sublet or otherwise dispose of the contract or any part thereof, as well as to give or to let a third party take benefit or advance of the present Contract or any part thereof.

12. **Amendments:** No provision of present contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

13. **Duties & Taxes:**

- (a) Any change in any duty/tax upward/downward as a result of any statutory variation taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the contractor. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the customer by the contractor. All such adjustments shall include all reliefs, exemptions, Rebates, concession etc. if any obtained by the contractor.
- (b) If it is desired by the Bidder to ask for Sales Tax / VAT / Service Tax to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of sales tax/VAT/Service Tax and no liability will be developed upon the Customer,
- (c) On the Bids quoting Service tax extra, the rate and the nature of Service Tax applicable at the time of supply should be shown separately. Service Tax will be paid to the Contractor at the rate at which it is liable to be assessed or has actually been assessed provided the transaction



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of services is legally liable to Service tax and the same is payable as per the terms of the contract.

(14) **Fall Clause:** The following fall clause will form part of the contract placed on successful Bidder:

- (a) The price charged for the services supplied under the contract by the contractor/firm shall in no even exceed the lowest price at which the contractor provides the services of identical description to any persons / organization including the customer or any department of the Central Government or any department of state government or any statutory undertaking of the central or state government as the case may be during the period till performance of all services placed during the currency of the contract is completed.
- (b) If at any time, during the said period the contractor/firm reduces the service price or offer to provide services to any person / organization including the customer or any department of central Government or any Department of the State Government or any Statutory undertaking of the Central or State Government as the case may be at a price lower than the price chargeable under the contract. Such reduction of services offer of the price shall stand correspondingly reduced.

15. **Risk & Expense clause:**

1. Should the services thereof not be delivered within the time or times specified in the contract documents, or if defective services is made in respect of the services thereof, the customer shall after granting the contractor seven days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.
2. Should the services thereof not perform in accordance with the specifications/parameters provided by the customer during the check proof tests to be done by the customer, the customer shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.
3. In case of a contractual breach that was not remedied within 07 days, the customer shall, having given the right of first refusal to the contractor be at liberty to provide services from any other source as he thinks fit, of the same or similar description to services.
4. Any excess of the services price, cost of services or value of any services procured from any other contract as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the firm/Contractor by Customer.



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Force Majeure Clause:

- a. Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.
- b. In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.
- c. The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.
- d. Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organisation of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.
- e. If the impossibility of complete or partial performance of an obligation lasts for more than one month either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 15 days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

.....We agree to all terms and conditions as mentioned above including the validity of the offer. Utmost confidentiality of the data provided shall be maintained.

Name, Designation & Signature of the bidder with the seal



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www.niepmd.tn.nic.in Email:niepmd@mail.com

TECHNICAL BID

(To be uploaded)

Name and address of the bidder:

1. Name of the bidder

a) Full postal address

b) Full address of the premises

c) Telegraphic address

d) Telex number

e) Telephone number

f) Fax number

2. Monthly Repair capacity of products

a) Normal

b) Maximum



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3. Total annual turn-over for Last 03 years (value in Rupees)(2014-2015, 2015-2016, 2016-2017) (Financial year wise)
(Copy of Balance Sheet s Audit Statement / IT returns, etc. to be attached as proof)

4. Past 3 years contract details (major orders only)

5. Whether similar job work undertaken in the past, if so details
(Documentary proof to be submitted if required)

Customer

Repair under taken

Year

Name, Designation & Signature of the bidder with the seal



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CHECK LIST

The Technical Bid shall be summarily rejected, if these documents are not attached. Documents must be attached in following ***serial order only.***

Sl. No.	Particulars	Yes / No
01.	Technical Bid	
02.	Tender Fee Rs.1,000/- (Rupees One thousand only) as cost of Tender (Non-Refundable). (Scan copy of receipt must be uploaded with technical bid)	
03.	EMD Amount of Rs.20,000/- (receipts of online payment must be uploaded with technical bid)	
04	List of previous completed projects (attach copy of purchase orders / completion report available).	
05	Proof of minimum 03 years' experience in providing IT services. Firm must provide customer satisfaction letter from at least two customers from govt. department/PSU while submitting the technical bids.	
06	Copy of affidavit duly notarized or certificate issued by Competent Authority as a proof of proprietary (in case of Partnership firm).	
07	Copy of appropriate PAN Card	
08	Copy of Income Tax Return of the firm/company/agency (Individual in case sole proprietary firm) for last 03 financial year.	
09	Copy of Registration with Service Tax/ Sales Tax/ VAT / GST.	
10	Experience of providing AMC for not less than 40 computer systems in each year during 2014-15, 2015-16, 2016-17.	
11	Proof of registration with Chennai / Tamilnadu Sales Tax Department for work contracts. Proof to be uploaded with technical bid or Having Branch office at Chennai (Business operation office).	
12	Address of the workshop / Office with telephone No. and FAX Nos. should be uploaded with technical bid. The agency must have its registered and operation office in Chennai / Tamilnadu	
13	Certificate regarding the rates quoted should also cover the maintenance of operating system, software installation, and installation of patches, installation and updation of anti-virus software. Detection/removal of virus, cleaning and all other maintenance of machines apart from routine AMC.	



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14	Certificate regarding agreement of all terms and conditions mentioned in AMC document.	
15	Certificate regarding not black listed by any Govt. Body/PSU or any other organisation.	
16	Proof of annual turnover of not less than Rupees 25 Lakhs per annum for the last three Financials years (CA certified copies and profit and loss statement with balance sheet to be uploaded with technical bid)	
17	Certificate that we understand term mentioned in Point (V) of scope of work and no extra charges will asked for this purpose.	
18	The Bidder must either be the Original Equipment Manufacturer (OEM) or an authorized dealer. In case of OEM, Proof of being Original Equipment Manufacturer (OEM) or authorized dealer must be attached OR In case of authorized representative of OEM - current authorization from the OEM. OR In case of System Integrator- authorization of OEM declaring the tenderer as system integrator for its product, detailed and valid agreement between System Integrator and the OEM(s) defining clearly the role, responsibility, scope of work and contribution towards the tendered Equipment/System for each OEM(s). OR Registered and reputed IT service provider since not less than 03 Years	
19	Scan Copy of AMC document dully signed on all pages and stamped should be uploaded with technical bid.	



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Appendix "A"

FINANCIAL BID

(Attached excel sheet needs to be filled & uploaded with e-tender. **No price to be filled here**)

(D) Computers:-

Computers	Annual Rate per PC*
Desktop with Monitor, Key Board and Mouse. (Duel Core, Core2 Duo, I-3 & I-5)	
Laptop (I-3, I-5, I-7)	
All in One Desktop Computers	

(E) Printers:

Printers Type	Annual Rate per Printer*
A-4 Type printer (All Brands) (B&W)	
A-4 Type All in One printer (All Brands) (B&W)	
A-4 Type printer (All Brands) (Colour)	
A-4 Type printer All in One (All Brands) (Colour)	
A-3 Multifunction All in one Machines (B&W)	
A-3 Multifunction All in one Machines (Colour)	
Canon Fax Machine	
Flatbed Scanner (A-4 Type)	
External CD/DVD/Combo drives	

(F) UPS:

Power Rating	Annual Rate per UPS*
0.5 KVA	
0.6 KVA	
1KVA	
6 KVA	

* . The rates should be exclusive of all types of taxes. Tax applicable at the time of invoice will be paid.

Name, Designation & Signature of the bidder with the seal



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Annexure-B

Format of Arbitration Clause-Indigenous Private bidders

- (i) All disputes of differences arising out of or in connection with the present contract including the one connected with the validity of the present contract or any part thereof, should be settled by bilateral discussions.
- (ii) Any dispute, disagreement of question arising out of or relating to this contract or relating to construction or performance (except as to any matter the decision or determination whereof is provided for by those conditions}, which cannot be settled amicably, shall within sixty (60) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to a sole Arbitrator.
- (iii) Within (60) days of the receipt of the said notice, an arbitrator shall be nominated in writing by the authority agreed upon by the parties.
- (iv) The sole Arbitrator shall have its seal in Chennai or such other place in India as may be mutually agreed to between the parties.
- (v) The arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation Act, 1996 and the award of such Arbitration Tribunal shall be enforceable in Indian Courts only.
- (vi) Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator.
- (vii) The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings-

(Note: In the event of the parties deciding to refer the dispute/s for adjudication-to an Arbitral Tribunal then one arbitrator each will be appointed by each party and the case will be referred to the Indian Council of Arbitration (ICADR) for nomination of the third arbitrator. The fees of the arbitrator appointed by the parties shall be borne by each party and the fees of the third arbitrator, if appointed, shall be equally shared by the Customer and Contractor.



राष्ट्रीय बहुदिव्यांगता जन सशक्तिकरण संस्थान

(विकलांगजन सशक्तिकरण विभाग (दिव्यांगजन), सामाजिक न्याय और अधिकारिता मंत्रालय, भारत सरकार)

National Institute for Empowerment of Persons with Multiple Disabilities (Divyangjan)

(Department for Empowerment of Persons with Disabilities (Divyangjan), Ministry of Social Justice & Empowerment, Govt. of India)

Phone: 044-27472104, 27472113, 27472046, 27472423 Fax: 044-27472389 Toll Free: 1800 425 0345
E-mail: niepmd@gmail.com, Website: www.niepmd.tn.nic.in

Annexure "C"

NON WARRANTY EQUIPMENT DETAILS

Desktop Computers		
Make	Model	Qty.
HP	6200 Pro Micro Tower	16
HP	8200 ELITE COVERTIBLE MINI TOWER	02
HP	8100 ELITE COVERTIBLE MINI TOWER	04
HP	202 G2 MT BUSINESS PC	05
HP	3330 MICRO TOWER	16
HP	110 DEKTOP PC	02
HP Assembled	DX2280 MT	05
Zebronics Assembled	Assembled	03
HP assembled	I ball cabinet	10
COMPAQ PRESARIO assembled	SG300	04
INTEX Assembled	Assembled	01
Lenovo Assembled	Assembled	04
	Total	72 Nos.

Laptops Computers		
Make	Model	Qty.
LENOVA	20175 IDEAPAD YOGA13	12
Compaq Presario	C700	01
HP	PAVILION15 NOTEBOOK (15-PO77TX)	06
DELL	VOSTRA 15 3000 SERIES	02
SONY	PCG-7183W	02
	Total	23 Nos.

A-4 Printer with scan & Copy Facility (B/W)			
Make	Model	Qty.	Remarks
HP LASERJET	M1136MFP	23	A-4 ALL IN ONE (B&W)
CANON	MF4412	03	A-4 ALL IN ONE (B&W)
CANON	MF3010	02	A-4 ALL IN ONE (B&W)
	Total	28 Nos.	
A-4 Printer with scan & Copy Facility (Colour)			
HP COLOR LASERJET	M176N	02	A-4 ALL IN ONE COLOUR
EPSON	L350	01	A-4 ALL IN ONE COLOUR
EPSON	M200	01	A-4 ALL IN ONE COLOUR
	Total	04 Nos.	



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A-4 Printer Without Scan & Copy (Colour)			
HP DESKJET	1025	01	A-4 TYPE PRINTER COLOUR
HP DESKJET	1050	01	A-4 TYPE PRINTER COLOUR
HP DESKJET	M1005	03	A-4 TYPE PRINTER COLOUR
Total		05 Nos.	
A-4 Printer Without Scan & Copy (B/W)			
HP LaserJet	P1007	06	A-4 TYPE PRINTER (B&W)
HP LaserJet	P1108	01	A-4 TYPE PRINTER (B&W)
HP LaserJet	1018	02	A-4 TYPE PRINTER (B&W)
canon	L1112E	01	A-4 TYPE PRINTER (B&W)
canon	Lbp 2900	02	A-4 TYPE PRINTER (B&W)
HP LaserJet	1020	01	A-4 TYPE PRINTER (B&W)
Xerox Phaser	Xerox Phaser	01	A-4 TYPE PRINTER (B&W)
Samsung Mono Laser	ML-1640	01	A-4 TYPE PRINTER (B&W)
HP Plus Laserjet	1020	01	A-4 TYPE PRINTER (B&W)
Total		16 Nos.	
A-3 All in one colour copier			
Samsung	Multi Express C9201	01	A-3 MULTIFUNCTIONS ALL IN ONE MACHINE (COLOUR)
Total		01 Nos.	
A-3 All in one copier B/W			
Canon	Image Runner 2530	02	A-3 MULTIFUNCTIONS ALL IN ONE MACHINE (B&W)
Canon	Image Runner 2420 L	03	A-3 MULTIFUNCTIONS ALL IN ONE MACHINE (B&W)
Xerox Work Centre	238 Class 1 Laser	01	A-3 MULTIFUNCTIONS ALL IN ONE MACHINE (B&W)
Total		06 Nos.	
Canon	LED 220 Flatbed Scanner	02	Flatbed Scanner
Total		02 Nos.	

UPS 1 KVA			
Make	Model	Qty.	Remarks
APC	BR1000G-IN	14	1kva
APC	BR1100C1-IN	13	1kva
NUMERIC DIGITAL	1000AX	06	1kva
Total		33 Nos.	



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UPS 6KVA			
APC	SRC6KUXIQ	01	6kva
	Total	01 Nos.	
APC	BX600C1-IN	15	0.6kva
Numeric Digital	600 Ex-V	05	0.6kva
INTEX	725	02	0.6kva
Beetel Saviour	700	03	0.6kva
ICE	600	11	0.6kva
WEB	600	04	0.6kva
I-BALL	600	04	0.6kva
	Total	44 Nos.	

Fax machine		
Make	Model	Qty.
Canon multi-functional	K30307	01
	Total	01 Nos.

Apart from equipment mentioned here, a detail physical verification of all systems will made and actual number system will be put to AMC.