File No.NCTE-GA022/1/2017-GA-HQ

Receipt No. 1778/2017/GAD Section-HQ

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File No.NCTE-GA022/1/2017-GA-HQ

Receipt No.: 1778/2017/GAD Section-HQ

Tender Inviting	Authority
Name	Shri Dinesh Kumar Chaturvedi
Address	Hans Bhawan Wing-II, 1, Bahadur Shah Zafar Marg, New Delhi
Tender Creator Created By	Details Dinesh Kumar Chaturvedi
Designation	Under Secretary
Created Date	26-Apr-2017 02:40 PM

National Council for Teacher Education

Hans Bhawan, Wing-II, 1, Bahadur Shah Zafar Marg, New Delhi-110002

26th April, 2017

Subject

: Limited Tender for Comprehensive Annual Maintenance Contract of Computers and Printers

Notice Inviting Tender (NIT)

National Council for Teacher Education, hereinafter referred to as the NCTE, invitees sealed offer (Technical bid and Financial bid) from eligible reputed firms for providing Comprehensive Annual Maintenance Contract of Computers and Printers as specified in the schedule below.

Sealed limited tenders are invited for NCTE from reputed firms experienced in maintenance of Personal Computers and Printers for award of Annual Maintenance Contract for one year as per the items listed in Annexure-B. The AMC should be comprehensive and cover all spares.

- 2. Tender should be submitted in the format enclosed. A copy of this notification duly signed on all the pages shall be attached with format, agreeing to the terms and conditions of this tender.
- 3. Along with the tender, the following documents may be enclosed.
 - a) A brief profile of the company.
 - b) A brief list of reputed clientele.
 - c) A brief note on service set up.
 - d) Performance certificate(s) for similar contract with any other clientele.
 - e) Bid Earnest Money Deposit(EMD) of Rs.12,600/-(Rupees twelve thousand six hundred only)
- 4. The price quoted by the firm should show separately basic maintenance charges per annum and service tax.
- 5. The interested agencies/firms are required to submit the Technical and Financial bid separately. The bids in Sealed Cover-I containing "Technical Quotation" and Sealed Cover-II containing "Financial Quotation" should be placed in a third sealed cover superscripted "Quotation for "Limited Tender for Annual Maintenance Contract of Computers & Printers" should be reached NCTE office on or before 11/05/2017 at 1500 Hrs.

Sealed tender superscribed as should be addressed to: -

Under Secretary (Admin)
National Council for Teacher Education
Hans Bhawan Wing-II, 1, Bahadur Shah Zafar Marg,
New Delhi-110 002.

- 6. Before offering the tender, the intending firms may inspect the existing hardware in this office on any working day with prior appointment with the undersigned.
- 7. Further information and clarification, if any, can be had from the undersigned after prior appointment (Phone no. 011-23370175).
- 8. The successful bidder will be required to maintain the computers and printers for the systems in the office of the NCTE, New Delhi as detailed in Annexure- B and execute an agreement in the form of 'terms and conditions for AMC' attached. The successful bidder shall also be required to furnish performance security @10% in the form of an Account payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a Commercial bank or online payment in an acceptable form safeguarding the purchaser's interest in all respects.
- 9. <u>Inspection</u>: After the contract is awarded, if it is found that the service given by contractor is not satisfactory, the contract may be terminated by the NCTE as per the terms of AMC.

10. Payment Terms:

- (a) The payment for the AMC would be made in arrears at the end of every quarter within 15 days from the date of receipt of the bill/invoice. No advance payment will be made. Payment will be made by A/c Payee cheque only.
- (b) The invoice/bill shall be submitted in DUPLICATE duly stamped and prereceipted at the end of each quarter.
- (c) TDS invoice/bill as per applicable will be deducted as per Income Tax Rule.
- 11. When any goods or materials are taken to the contractor's site for repairs, the Contractor shall ensure that the goods are securely and adequately packed to ensure safe carriage till its arrival back at the office of the NCTE withstanding all hazards during transit at his risk.
- 12. The interested firms may submit the tenders complete in all respects at the tender box kept at the Room No. 10, NCTE. The last date for receipt of sealed tender, complete in all respects, is 15.30 Hrs. on 11/05/2017 and tenders so received will be opened in the presence of those tenderers also who may be present on the same day at 16.30 Hrs.
- 13. The NCTE, New Delhi, reserves all rights in this behalf including the right to reject or accept any tender without assigning any reason and to annual or modify any or all the terms and conditions stipulated herein. The decision of the NCTE, New Delhi in this behalf will be final and binding.

Sd/(Dinesh Kumar Chaturvedi)
Under Secretary (Admin)
011- 23370175

Schedule of Events

Name of the Work	Comprehensive Annual Maintenance Contract of Computers and Printers as
Details of Contract Officers for	Shri Dinesh Kumar Chaturyedi
clarifications/queries	
445,166	Under Secretary
	NCTE, Hans Bhawan, Wing-II, 1 ,
Coot of Tondon Day	Bahadur Shah Zafar Marg, New Delhi
Cost of Tender Document	Nil
(Non-refundable)	
Publishing Date	Rs.12,600/-
Website for downloading Tander Desarrant	
Website for downloading Tender Document,	www.ncte-india.org
Corrigendum's Addendums etc.	
Publishing Date	
Bid Documents Download/Sale Start Date	26/04/2017 (15.00 Hrs.)
Bid Submission Start Date	26/04/2017 (15.00 Hrs.)
Bid Document Download/Sale End Date	26/04/2017 (15.00 Hrs.)
Bid Submission End Date	-11/05/2017 (15.30 Hrs.)
Bid Opening Date	11/05/2017 (16.30 Hrs.)
Address where the Tender are to be	NOTE 11 DI 2011
submitted	NCTE, Hans Bhawan, Wing-II,
Submitted	1 Bahadur Shah Zafar Marg,
	New Delhi-110 002
Date, Time and venue of opening of Financial	Will be intimated later to the technically
Bid	qualified bidders

ERMS AND CONDITION FOR COMPREHENSIVE ANNUAL MAINTAINANCE OF COMPUTERS AND PRINTERS WITH NCTE

a) This agreement is made between	
New Delhi	at Delhi behalf of the NCTE,
D	A
<u> </u>	i

1.2 <u>Terms of the Agreement & Renewal Terms:</u>

The Agreement is initially made for duration of one year. The agreement may be extended for a further period of one year as may be mutually agreed upon. If one of the party does not fulfil the contracted obligations, as specified in the agreement the other party has the right to terminate this agreement after written notification to the first party, indicating the violations after such notification. In case the violations are not rectified within the prescribed period, the agreement will stand terminated.

1.3 Scope of Agreement:

The contractor shall be responsible for the maintenance of the equipment mentioned in Annexure- B (herein after referred to as the equipment) during the currency of the agreement for AMC. The maintenance of the equipment covers all spare parts of the PCs, Printers and HDD of the PCs, installation of hard disk operating systems and formatting of hard disk. The contractor shall supply and replace genuine, quality spare parts. The replaced spare parts should have a warranty of atleast one year from the date of replacement.

1.4 <u>Contractor's obligations:</u>

The contractor's obligation shall be limited to the preventive maintenance repair or replacement of any equipment or for part of the equipment which has been reported as defective by NCTE found to be defective by the contractor after inspection. All the replace parts shall become the property of the contractor.

The contractor should assure a minimum down time and attend to all breakdown calls in the hardware and operating software within 1 (one) working day. Contractor shall also set up a help desk in their office on all working days which will provide assistance over phone or fax to the client.

1.5 Preventive Maintenance:

The contractor shall also ensure a minimum of two visit per location for prevention maintenance in one month and shall ensure installation of Antivirus in all the systems and time to time renewal of the same. The days of preventive maintenance should be mutually agreed upon by the client and the contractor and schedule of visits drawn up.

1.6 NCTE obligation:

- (i) To provide free access to the equipment of all the working days to the contractor to enable him to carry our required maintenance. The GA, NCTE certify the work done by the contractor's engineer.
- (ii) To register breakdown calls with the contractor in a proper format to be approved by the NCTE, New Delhi.
- (iii) The system shall not be shifted from its original location. If shifting is unavoidable, the contractor shall be informed about it.

1.7 Non-applicability of AMC:

AMC shall not apply to any equipment for repairs, replacement of parts, thereof as required on account of clauses other than ordinary usage including misuse, transportation damage and operation outside the normal usage, if any equipment is altered or modified, tampered, subject to physical or electrical stress, damage and their repair work is carried out by unauthorized person and system opened without express approval of the contractor.

1.8 Premium:

The AMC amount will be invoiced by the contractor and the payment will be made quarterly in arrears. The payment of AMC charges shall be released only at the end of each Quarterly maintenance period, after successful discharge of contractor's obligations.

1.9 Penalty clause:

In case of the failure on the part of contractor to attend to the calls within the stipulated time as prescribed in para 1.4 and 1.5 the client reserves the right to impose a minimum 5% & maximum 10% of contract amount, as penalty on the quarterly amount due and payable under AMC.

1.10 Force Majeure:

(a) If any time during the continuance of this agreement the performance in whole or in part by either party of any obligation under this agreement shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, terrorist activities, disturbed law and order situation, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, natural calamities, strikes,



lock outs, or act of GOD (herein after referred to as "event") provided notice on happening of any event is given by reason of such event be entitled to terminate this agreement nor shall either party have any claim for damages against the other in respect of such non-performance of delay in performance and deliveries under the agreement. The agreement shall be resumed as soon as practicable after event has come to an end or ceased to exist, provided further that if performance in whole or part of any such event for a period exceeding 180 days either part may at its option terminate the agreement.

(b) During the continuance of any such event each party shall make reasonable efforts to avoid or remove the causes of such non-performance or delayed performance.

1.11 Arbitration:

If any dispute arises concerning this agreement, the same shall be settled by mutual consultations and negotiations. If attempts for conciliation do not yield any results within a period of 30 days, NCTE, New Delhi will appoint Sole Arbitrator appointed by NCTE, and the arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 in English language and the place of Arbitration will be NCTE Hqrs, New Delhi The cost of arbitration will be as per stipulation in the Arbitral award borne by the parties to the arbitration.

1.12 Jurisdiction:

The agreement shall be deemed to have been concluded in and all obligations hereunder shall be deemed to be within Delhi and appropriate Court at Delhi shall have the jurisdiction.

1.13 Termination

This agreement may be terminated by NCTE issue of by one month notice to the contractor in writing.

1.14 Agreement:

Signed on behalf of the

This document together with any attachment signed herein by both parties shall constitute the Agreement between the NCTE and the contractor.

Signed on behalf of

Represented by			Contractor			
Name	:				By Name	:
Designation	;				Designation	;
Place	;	-			Place	:
Date	:				Date	:

Witness - I

Witness - II

Witness - I

Witness - II

TECHNICAL BID

ANNEXURE-A

11	Name of Firm	
	Name of Fifth	
2	Address of Firm	
3	Registration No.	
4	Name of the authorized signatory	
5	Specimen Signature of the Authorized signatory	
6	Telephone Number of the authorized signatory and	
	other Telephone Number of the firm.	
7	Whether the firm had enclosed EMD . If "Yes": then DD/Pay order no.	
	For sum of Rs.12,600/- in favour of 'National	
	Council for Teacher Education, New Delhi	
8	Details of the Government	Year
	Ministries/Department/Organization/PSUs etc. in	2013-14
	which the firm is engaged in computer AMC activities from the F.Y. 2013-14, 2014-15, 2015-16.	2014-15
	Copies of work orders in which they have been	2015-16
	given AMC of at least 100 computers in one single order in any Govt/Min./Deptt. / Org.	
9	The bidder should have an office in the NCT of	
10	Delhi Whathan anafrasis f	
	Whether proof/copies of work order on items at S.No. 8 & 9 enclosed (Yes/No)	
11	Detail of the respondent should have a minimum	
	turnover of at least 10 lakh per year in the past three years.	
12	List of copies of documents enclosed	

Signature	with	firm's	seal
Name			

Dated: