

OFFICE OF THE COMMISSIONER, CUSTOMS & CENTRAL EXCISE
48, ADMINISTRATIVE AREA, ARERA HILLS, HOSHANGABAD ROAD, BHOPAL
F. No: I(07)13/07/AMC-Computer/Admn/Pt.I/ 15069 Dated 5-3-2013

To
M/s _____

Speed Post

Gentlemen

Subject:- Annual Maintenance Contract of Computer, Peripherals (Printer, Scanner, UPS etc) and Local Area Network (LAN) – Regarding.

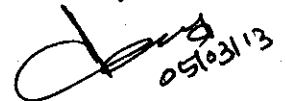
The Central Excise Commissionerate, Hqrs., Office Bhopal is desirous of putting under AMC for the Computer, Peripherals (Printer, Scanner, UPS etc) and Local Area Network (LAN) installed in the Office of the Chief Commissioner, Commissioner's Building, Commissioner (Appeals) office, Audit Branch, 172 Bhagya Bhawan, M.P.Nagar, Zone II, Dy. Commissioner, Dn.I & DnII, Paryawas Bhawan, Bhopal for the period of One year from the date which will be intimated after the acceptance of the quotation.

2. This office is interested in awarding a comprehensive maintenance contract to the suitable reputed vendor, capable of providing quality and timely services and fulfilling the eligibility Criteria and the list of equipments to be covered in subject to AMC alongwith configuration and respective locations is given in the Annexure-I. It may be observed that the equipments are located mainly at Bhopal. Therefore, we are looking for a vendor who can provide timely and efficient service engineers. It is also suggested that the local resident service engineers may be required to be appointed at Bhopal to minimize the downtime and to provide efficient service.
3. The vendor should be agreeable to the terms and conditions of the AMC as specified in sealed envelope as per the requirement given at para 2.10 of the terms and conditions attached with the letter and should be submitted alongwith the tender for evidence purpose.
4. You are hereby intimated to submit the quotations for AMC submitted in sealed envelope as per the requirement given at Para 2.10 of the terms and conditions, which should be addressed to "The Commissioner, Customs & Central Excise, 48 Administrative Area, Arera Hills, Bhopal".
5. The sealed quotations should be submitted on or before **15-3-2013** by 5.00 pm. The envelope containing the quotations may be superscribed as "Quotation for AMC of Computer". The quotations will not be accepted after the aforesaid time and date under any circumstances and the quotations received before the expiry of the aforesaid time will be opened at 11.30 AM on **18-3-2013** for further action.

Any other details can be had from this office during the working hours. The authority inviting tender reserves the right to accept or reject any or all the quotations without assigning reasons whatsoever.

Encl: As above.

Yours sincerely



(P. Devaraj)
Joint Commissioner (P&V)
Central Excise, Hqrs., Bhopal.

Copy to:-

1. Dy. Comm (Systems) nag. Rpd. for uploading the tenders on cbec website.

TERMS AND CONDITIONS OF CONTRACT

1. Definitions:

- a) "The First Party" means the President of India acting through the Commissioner of Central Excise, Bhopal.
- b) "The Second Party" means the agency who will be awarded annual maintenance contracts and shall be deemed to include their heir, Executors, Administrators, Legal Representatives and permitted Assigns, as the case may be unless excluded by or repugnant to this contract.
- c) "The Maintenance Fees" means the Annual Maintenance Charges or any other sums payable by the First Party to The Second Party under the Contract for the full and proper performance of its contractual obligations.
- d) "The Goods" mean all equipments, machinery, systems software and/ or other materials for which the Second Party is required to provide the Maintenance Services to the First Party under the Contract installed at Office of the Chief Commissioner, Commissioner's Building, Commissioner (Appeals) office, Audit Branch, 172 Bhagya Bhawan, M.P.Nagar, Zone II, Dy. Commissioner, Dn.I & DnII, Paryawas Bhawan, Bhopal.
- e) "Services" mean the On-site Maintenance Services and shall include both labour and material support and other such obligations as may be required to be provided by the Second Party to the First Party under the Contract.
- f) "Site" means the location(s)/building(s) specified by The First Party where the Services are to be provided by the Second Party to the First Party under this contract.

2. Scope of Services:

- 2.1 The Second Party shall provide the maintenance services to the First Party for maintaining the Goods listed in Annexure -I. The Second Party's obligation towards maintenance shall NOT be limited to only the Goods as indicated in Appendix-I, it (the second party) instead has also to attend to the jobs as indicated by the first party during the currency of the contract. Thus the scope of maintenance services at the location of sites at Office of the Chief Commissioner, Commissioner's Building, Commissioner (Appeals) office, Audit Branch, 172 Bhagya Bhawan, M.P.Nagar, Zone II, Dy. Commissioner, Dn.I & DnII, Paryawas Bhawan, Bhopal, is only indicative and can be changed by the first party during the currency of the contract.
- 2.2 The Second Party shall provide the Maintenance Services, normally between 0830 hours to 2030 hours from Monday through Friday, at the First Party's premises. or as specified by the first party during the currency of the contract. The Second Party shall also attend emergent calls even during holidays or as and when required.

- 2.3 It shall be the responsibility of the Second Party to keep the Goods covered under this Maintenance Contract (hereinafter referred to as "the AMC") in sound working conditions during the tenure of the contract.
- 2.4 The Maintenance shall consist of Corrective and Preventive Maintenance Services including carrying out the necessary repair(s). The Preventive Maintenance shall be done by the Second Party regularly by the engineers deployed by them during the currency of the contract.
- 2.5 The second party shall deploy at least one Service Engineers at the site(s) of the first party on all working days between 8.30 hrs. to 20.30 hrs. including Saturdays.
- 2.6 The Second Party shall make all efforts to repair as far as possible, the Goods at the First Party's site(s) itself. However, if it is felt absolutely necessary to take any unit(s) of the Goods to the Second Party's works for repairs, the Second Party shall take the entire responsibility for the safe custody of the unit/units taken out for repairs till they are handed over to the First Party after repairs. Any loss of the unit/units on account of theft, fire or any other such reasons, occurred to First Party's property after it is taken over by Second Party shall be at the sole risk and responsibility of the Second Party who shall replace a similar compatible system to First Party free of cost.
- 2.7 The Second Party shall advise and guide the First Party on the removal of viruses, if so desired by the First Party in case of PCs and other vulnerable equipments.
- 2.8 The First Party shall pay to the Second Party the Maintenance Fees in four quarterly installments, at the beginning of each quarter.
- 2.9 The Contact Person for all matters of correspondence shall be the Commissioner of Central Excise, 48 Administrative Area, Hoshangabad Road, Bhopal - 462 011.
- 2.10 The quotation should contain the following:-
- i. Technical Bid:- Containing your detailed service offers and conditions + all documents asked for all relevant papers above. This should not indicate any financial issue.
 - ii. Financial Bid:- They will be in separate sealed covers each containing the name of the bidder and the expression "Technical Bid" and "Financial Bid" superscribed on the envelope.

3. Duration of the Contract

- 3.1 This Contract shall come into effect from 06.04.2013 to 05.04.2014.
- 3.2 The First Party may postpone or pre-pone the effective dates.

4. Additions of New Goods:

- 4.1 The First Party reserves the right to delete/include any of the Goods in the existing contract during the currency of the contract without any increase of maintenance fees.

- 4.2 On the directions of the first party, the Second Party shall **relocate the Goods** as and when considered necessary. The Second Party shall also be responsible for disassembly and assembly of the Goods during the relocation of the Goods. The relocation charges, if any, shall be borne by the Second Party.

5. **Exemption**

- 5.1 The Second Party shall not be liable for failure to perform any of its obligations under or arising out this contract if such failure results from any force majeure and/or any measures taken by the Government whatsoever which renders it impossible or impracticable for the Second Party to perform its obligations under this Contract.

6. **Preventive Maintenance**

- 6.1 Pursuant to the relevant clause, the Second Party shall undertake Preventive Maintenance of the goods under this Annual Maintenance Contract at a regular interval. The periodicity of such Preventive Maintenance shall be fortnightly.
- 6.2 It shall be the responsibility of the Second Party to furnish along with its Maintenance Bills a Compliance Certificate regarding the Preventive Maintenance, duly authenticated by the Authorised officer of the Department, to the First Party.
- 6.3 The Second Party shall provide, in advance of mutually agreed date for Preventive Maintenance of the items specified in Annexure- I, to the Authorised Officer of the First Party at each site in each city. It shall be the responsibility of the Second Party to maintain a proper record for each Preventive Maintenance carried out by its Service Engineer.

7. **Up-Time Guarantee**

- 7.1 The Second Party shall ensure 100% uptime for the goods, namely, PCs, Printers, Switches, hubs etc. covered under this Annual Maintenance Contract.

8. **Response Time**

- 8.1 The Second Party shall attend to all the calls as promptly as possible preferably within 01 hours from lodging the complaint.

9. **Payment Terms:**

- 9.1 Pursuant to the relevant Clause, the Maintenance Fee shall be payable by the First Party to the Second Party in four equal quarterly installments.
- 9.2 The Second Party shall be required to submit the bills in this regard, in triplicate to the First Party.

10. Assignment

- 10.1 The Second Party shall not assign, in whole or in part, its obligations to perform under the Contract, except with the First Party's prior written consent.

11. Subcontracts

- 11.1 The Second Party shall notify the First Party in writing of all subcontracts awarded under the Contract if not already specified in its bid. Such notification, in its original bid or later, shall not relieve the Second Party from any liability or obligation under the Contract.

12. Delays in Second Party's Performance

- 12.1 Performance of Maintenance Services shall be made by the Second Party in accordance with the provisions in this contract.
- 12.2 An unexcused delay by the Second Party in the performance of its obligations shall render the Second Party liable to Termination of the Contract for default.

If at any time during performance of the contract, the Second Party or its sub-contractor(s) should encounter conditions impeding timely performance of services, the Second Party shall promptly notify the First Party in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Second Party's notice, the First Party shall evaluate the situation and may at its discretion extend the Second Party's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract. In case of operational defect of any equipment proper standby has to be provided. Penalty per day @300 for PC, Rs.200/- for a Printer and Rs.100/- for UPS will be imposed for downtime beyond one day.

Preventive Maintenance (checking and servicing of equipments) is to be carried out at all locations once in a quarter and certified by the user. Failure to be preventive maintenance would attract a penalty for Rs.3000 for each quarter.

13 Termination for Default

- 13.1 The First Party may, without prejudice to any other remedy for breach of contract, by a written notice of default sent to the Second Party, terminate the Contract:
- (a) If the second party fails to Perform the Maintenance Services within the time period(s) specified in the Contract, or any extension thereof granted by the First Party pursuant to the relevant clause
 - (b) If the second party fails to perform its any other obligation(s) under the contract.

14. Force Majeure

- 14.1 The Second Party shall not be liable for termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 14.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Second Party and not involving the Second Party's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of The Second Party either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and embargoes.
- 14.3 If a Force Majeure situation arises, the Second Party shall promptly notify the First Party in writing of such conditions and the cause thereof. Unless otherwise directed by the First Party in writing, the Second Party shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

15. Termination for Insolvency

- 15.1 The First Party may at any time terminate the Contract by giving written notice to the Second Party, without compensation to the Second Party, if the Second Party becomes bankrupt or otherwise, insolvent, provided that such termination will not prejudice or effect any right of action or remedy which has accrued or will accrue thereafter to the First Party.

16. Termination for Convenience

- 16.1 The First Party may by a written notice sent to the Second Party, terminate the Contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the First Party's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

17. Arbitration/Disputes

- 17.1 The First Party and the Second party shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. The First Party's decision in all respect shall however be final in case of any dispute.

18. Governing Language

- 18.1 The Contract shall be written in Hindi or English. Subject to the relevant clause all correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in Hindi or English.

19. Applicable Law

- 19.1 The Contract shall be interpreted in accordance with the Indian laws.

20. Notices

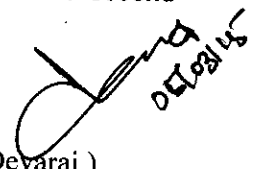
- 20.1 Any notice by one party to the other pursuant to the Contract shall be sent in writing or by telegram or telex/cable/fax and confirmed in writing to the address specified for that purpose in the contract.
- 20.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

21. Deductions

- 21.1 Payments, as envisaged in the relevant clause shall be subject to deductions of any amount pursuant to the provisions of this document, for which the second party is liable under the agreement against this contract.

22. Miscellaneous

- 22.1 In the event of any damage to the First Party's property or personal injury to the First Party/Second Party's personnel due to the negligence of the Second Party's employees, the responsibility shall solely rest upon with the Second Party.


(P.Devaraj)
Joint Commissioner
(P&V)

Financial Bid

**Computers / Pheripherals installed at Chief Commissioner's Office /
Commissioner's Office / Commissioner (Appeals) Office/ Dn.I Bhopal / Dn.II
Bhopal.**

Computers:-

Sr.no.	Model	Nos.	Rate Per unit	Total amount
1	P 3	2		
2	P 4	58		
3	Dual Core	57		
	I 3	39		
Total		156		

Printers / Scanner:-

Sr.no.	Model	Nos.	Rate Per unit	Total amount
1	Dotmatrics	02		
2	Laserjet printers	86		
3	Scanner	02		
Total		92		

3. Complete Networking at Revenue Building, Paryawas Bhawan & Bhagya Bhawan including UPS, Hub switch & Cable etc.

Grand Total:- Rs. _____ (in words)

(Signature of the tenderer with seal)

TECHNICAL BID DOCUMENTS.

- i. Signed copy of the Enquiry form.
- ii. Certificate of Incorporation.
- iii. Certificate of experience, Reference letters from customers.
- iv. Work order copies.
- v. Copy of authorised dealership.
- vi. Copy of PAN and Service Tax Registration No.

Please ensure that above documents must be enclosed with tender application/documents.

(Signature of the tenderer with seal)

(CHECK LIST FOR THE TENDERE)

1. Have you read the tender document in full and understand?
2. Whether you have signed in all the pages of .the tender?
3. Whether you have written the rates in figures and words in pen?
4. Whether the original full tender document is being submitted as offer?

(Signature of the tenderer with seal)