

तार का पता: "मिनीस्टील"

Telegraphic Address : "MINISTEEL"



सूचना का
अधिकार

सं० _____
No. _____

भारत सरकार
GOVERNMENT OF INDIA
इस्पात मंत्रालय
MINISTRY OF STEEL
उद्योग भवन
UDYOG BHAWAN

नई दिल्ली-110107

Dated: 10.05.2013
New Delhi-110107

To,
M/s Bishop Technologies (Pvt.) Ltd.
1733, Bhagwat Complex, Gurudwara Road
Kotla Mubarakpur, South Extension – I
New Delhi – 110 003

Subject; Award of Annual maintenance contract (AMC) for computers, printers ,fax, scanners, laptop & Servers installed in the Ministry of Steel as well as the residential offices of the HSM/higher officers of Ministry for the year 2013-14

Sir,

I am directed to refer to your quotation No. BTL/AMC/COMP./M.o.Steel/2013-14/0019 dated 18.4.2013 in response to Ministry of Steel NIT of even number dated 10.4.2013 on the above mentioned subject and to state that your offer of AMC for computers, printers/MFP,Laptop, scanners , Fax Machines & servers installed in the Ministry of Steel and the residential office of Hon'ble Ministers and higher officer of this Ministry has been accepted by the competent authority w.e.f. 10.5.2013 to 31.3.2014 . The expenditure to be incurred would be Rs.1,99,450/- plus service tax for one year. This amount would be reduced proportionately for the period from 10.5.2013 to 31.3.2014. The payment would be on pro-rata basis on quarterly installments through ECS/NEFT only after the satisfactory completion of the job. The details of rates for full year as offered by the firm and agreed by this Ministry are at **Annuxure-I**.

2. In this context; you are requested to furnish the Performance Security Deposit amounting to ten percent of the total value of the contract in the form of an account payee draft, fixed deposit receipt from a commercial bank, bank guarantee from a commercial bank which is to be deposited in favour of P.A.O. Ministry of Steel. The pre-receipted bills may be submitted to this Ministry after completion of every quarter. A copy of 'Terms & Condition Agreement' is also enclosed which may be signed at the presence of the issuing officer of this letter. The other terms and conditions for award of the said AMC would remain the same as stated vide this Ministry's letter of even number dated 10.4.2013.

3. This issues with the concurrence of IFD vide their Dy.No.2013/256/IFD dated 06.5.2013.

Yours faithfully,

(H.K. Wadhwa)

Under Secretary to the Govt. of India

✓ MIC

एच० के० वधवा/H. K. WADHWA
अवर सचिव/Under Secretary
इस्पात मंत्रालय/Ministry of Steel
उद्योग भवन/Udyog Bhawan
नई दिल्ली/New Delhi

ANNEXURE - I

(In rupees)

| Sl. No | Computer /Printers & Scanners | Total No. | Unit rate (₹) | Total rate (In Rupees) |
|--------|---|-----------|------------------|---------------------------|
| 1 | I MAC Apple Desktop | 03 | 1500 | 4500 |
| 2 | PC Pentium -IV / Dual Core | 205 | 250 | 51250 |
| 3 | Printer (LaserJet) | 160 | 350 | 56000 |
| 4 | Printer (Dot matrix) | 2 | 400 | 800 |
| 5 | Printer (Colourjet / MFD) | 19 | 1200 | 22800 |
| 6 | Scanner | 06 | 400 | 2400 |
| 7. | FAX | 15 | 800 | 12000 |
| 8. | All-in-One Printer | 09 | 800 | 7200 |
| 9 | HP Server two processor Quad Core - Tower | 04 | 5000 | 20000 |
| 10 | Laptop (HP/Sony/Lenova) | 15 | 1500 | 22500 |
| Total: | | | | 1,99,450+ Service tax |

H. K. Wadhwa

एच० के० वधवा/H. K. WADHWA
अवर सचिव/Under Secretary
इस्पात मंत्रालय/Ministry of Steel
उद्योग भवन/Udyog Bhawan
नई दिल्ली/New Delhi

TERM AND CONDITIONS OF AGREEMENT

“This Agreement made on 10.5.2013 between the President of India acting through Secretary (Steel), Ministry of Steel, Government of India (hereinafter referred to as “The Client” which expression shall unless excluded by or repugnant to the context be deemed to include its successors in Office Representative and assigns) of the FIRST PART and M/s. Bishop Technologies (Pvt.) Ltd., a Company registered under the Companies Act, 1956 having its registered office at 1733, Bhagwat Complex, Gurudwara Road, Kotla Mubarakpur, South Extension – I, New Delhi – 110 003 (hereinafter referred to as The Company which expression shall unless excluded by or repugnant to the context be deemed to include its successors in interest and permitted assigns) of the OTHER PART”.

(A) WHEREAS THE CLIENT has accepted the offer of the Company to render the service for Annual Maintenance Contract of computers, printers/MFP, Laptop, scanners & servers installed in the Ministry of Steel from w.e.f. **10.5.2013 to 31.3.2014** at a total amount cost of **Rs. 1,99,450/-** + service taxes for one year as applicable on the terms and conditions herein. This amount would be reduced proportionately for the period from 10.5.2013 to 31.3.2014. Payment will be made in quarterly installment on pro-rata basis of the AMC through ECS/NEFT only after the satisfactory completion of the job.

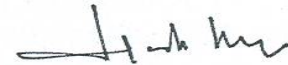
(B) WHEREAS THE CLIENT is desirous of having maintenance and services of computers, printers/MFP, scanners, Laptop & Fax Machines installed in the Ministry of Steel at Udyog Bhawan and the residences of Ministers, Secretary, and other senior officers of this Ministry (hereinafter to be referred as Equipments).

(C) AND WHEREAS pursuant to the offer of the Company, the client has agreed to engage the company for the maintenance of computers, printers, scanners, Laptop & Fax Machines on terms and conditions hereinafter.

(D) AND WHEREAS the company has offered to render its services to maintain the equipments to the satisfaction of the client.

(E) NOW, THEREFORE, THIS AGREEMENT WITNESSES THAT THE PARTIES have agreed as follows:-

- i) THE Company shall render the maintenance, servicing and repair work for a period from 10.5.2013 to 31.3.2014 under annual maintenance contract at the above charges. Quarterly payment will be made after ending of every quarter.
- ii) THE Company shall undertake to introduce a system of periodic preventive maintenance visits made by Maintenance personal, which shall be at least once in every month.

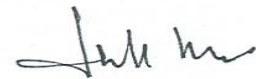


एच० के० वधवा/H. K. WADHWA
अवर सचिव/Under Secretary
इस्पात मंत्रालय/Ministry of Steel
उद्योग भवन/Udyog Bhawan
नई दिल्ली/New Delhi

- iii) Operating Systems (OS) support: This contract is comprehensive inclusive to OS support on all the systems covered under this contract. Any problem related with OS maintenance, reloading of OS with all device drivers, OS upgrade, device drivers, system configuration and network configuration will be attended & Rectified by AMC Vendor.
- iv) Security patches & service pack support: This contract includes loading of security patches & service packs on the clients as and when required. All clients in the Ministry need to be configured through Udyog Bhawan Central Anti-Virus Server (for Trend Micro) by the AMC Vendor. AMC Vendor will update the clients with antivirus software, security patches and service pack in the consultation with NIC at the time of new installation as well as reloading /maintenance of the Operating System.
- v) Shall provide a team of 2 qualified (B.Tech/Bsc/Deploma in Computer science or equilent) Hardware Engineers (with Mobile telephones) to be posted at Ministry of Steel on full time basis on all working days. (9.00 AM to 6.00 PM) and if necessary on holidays including Saturday & Sunday. During Parliament Session resident engineer should be provided till 8.00 PM
- vi) To monitor the maintenance activity and to discuss other related matters, a quarterly meeting shall be held with Authorized representative of AMC Vendor.
- (ii) The awardee has to provide services at Udyog Bhawan, and residential offices of Hon'ble Ministers and higher officers of this Ministry located in NCR of Delhi.
- (iii) The firm shall also prepare separate log books for each of the machines to be taken under the AMC and preventive maintenance with virus detection and special cleaning of the monitor, printer, key board, 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 Admn. Genl section failing which an appropriate, penalty for each unit would be imposed by the competent authority of the Ministry. The penalty will be recovered either by payment by the vender to the Department or through deduction in the monthly/quarterly bill amount or from the security deposit. The quarterly payment will strictly be made on the basis of satisfactory report from the user.
- (iv) The service engineers would take up any reported fault within one hour. 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 stand-by equipment for the same. Also stand-by inventory of Monitor, CPU, Printer, HDD, RAM and Mouse should be kept in the Department. The firm will also provide maintenance and repair services on holidays in case of emergency.

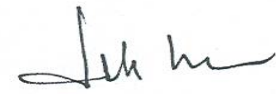
एच० के० वाधवा / H. WADHWA
अवर सचिव / Under Secretary
इस्पॉर्त मंत्रालय / Ministry of Steel
उद्योग भवन / Udyog Bhawan
नई दिल्ली / New Delhi

- (v) Preventive maintenance(PM) once in three months for all system, Printer, Scanner & Server will be undertaken. If the PM is not carried out within the beginning of the month of each quarter from the date of award of AMC, 5% of AMC amount will be deducted on weekly basis AMC Vendor would submit PM reports to Admn.(Gen.) Section in the Ministry.
- (vi) To provide unscheduled, on call corrective and remedial maintenance service to set right the malfunctions of the system. This includes replacement of unserviceable parts (Excluding Consumable). The parts, replaced will either be new parts or equivalent in performance to new parts.
- (vii) Maximum acceptable downtime will be two days excluding holidays
- (viii) If any PC/accessory is not compatible repaired with 24 hrs. the firm will provide a stand by PC/accessory. If, however, the firm fails to repair or provide a stand by PC/accessory within 2 days, then a penalty of Rs.200/- per day or part thereof will be charged for delay beyond the two days till such time the PC/accessories are repaired. In case the parts that requires are not available, the same should be replaced within a higher level of part that is compatible with the system. The handing over the damage of faulty parts of the equipment to the firm will be sole discretion of the Ministry of Steel.
- (ix) System maintenance charges shall not include the cost of consumable and supply and ribbons, media like magnetic tape, cartridge, floppy diskette print head, computer stationery and CDs. The faulty power adopter, power cable & printer maintenance charges include replacement/repair of all faulty or broken parts and spares except Toner/ink Cartridge & Print Cartridge.
- (x) New equipment purchased will be included in AMC as soon as warranty expires or after the expiry of the common date of warranty.
- (xi) The new upgraded item (memory, HDD, MM kit etc.) purchased from the firm or any other vender and upgraded into the existing AMC system, will be included in AMC as soon as warranty expires or after the expiry of the common date of warranty of upgraded items.
- (xii) In case of intermittent failures and repetitive problems due to improper diagnosis or repair, the system will be treated as continuously down.
- (xiii) The equipment will be handed over back to the Department in good working condition after the AMC period.
- (xiv) The firm would use only genuine spare parts of reputed brands
- (xv) To ensure due performance of the contract, Performance Security to the extent of 10% of tender values to be obtained from the successful bidder awarded the contract. Performance Security should be for an amount of ten percent of the value of the contract. Performance Security may be furnished in the form of an Account Payee Demand Draft, Fixed Deposit. Receipt from a Commercial Bank, Bank Guarantee from a Commercial bank in an acceptable form safeguarding the purchaser's interest in all respects.



एच० के० वधवा/H. K. WADHWA
अवर सचिव/Under Secretary
इस्पात मंत्रालय/Ministry of Steel
उद्योग भवन/Udyog Bhawan
नई दिल्ली/New Delhi

- (xvi) Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations.
- (xvii) If any dispute(s) arises between the Ministry & Firm with reference to any provision of the Contract, the decision of the Competent Authority in the Ministry shall be final & binding on both the parties.
- (xviii) The contract shall be effective from the date of formal acceptance of the terms & conditions by the firm & deposit of Performance security.
- (xix) In case of violation of any terms & conditions on the part of the firm is notices and/or the services are found unsatisfactory, performance security can be forfeited at the discretion of the Competent Authority,
- (xx) The computer maintenance firm shall maintain a log book in which separate pages should be allotted to each computer system & its peripherals. The firm shall record the calls attended & quarterly regular services rendered and get the signature of user alongwith user's name, Designations, stamp, telephone of room number. Original of the all reports shall be attached with the bills for payment.
- (xxi) The Competent Authority in Ministry of Steel reserves the right to cancel the tender at any time or relax/amend/ withdraw any of the firms & conditions contained in the tender documents without assigning any reason, thereof.
- (F) THE client agrees not to employ directly or indirectly any additional attachment, features, fixtures or devices on the equipment, not make alterations, additions or modifications thereto except as may be advised any permitted by the company. During the contract period no attempt shall be made by the client or by any other person other than an authorized representative of the company to repair, service or maintain the scheduled equipment.
- (G) The client agrees to provide, free of cost, adequate working space for the company's personnel and all the necessary facilities such as power supply, furniture, sitting space for testing equipment within the installation site.
- (H) The client covenants to provide the company proper and adequate power supply and environmental conditions including electrical requirements and site facilities, as may be prescribed in that behalf by the company from time to time.
- (I) Client agrees to bear the cost and pay to the company for the work in connection with reconfiguration, relocation and removal of



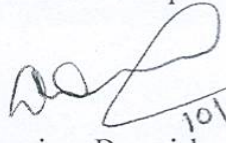
एच.के. वधवा/H. K. WADHWA
अवर सचिव/Under Secretary
इस्पात मंत्रालय/Ministry of Steel
उद्योग भवन/Udyog Bhawan
नई दिल्ली/New Delhi

the equipments subsequent to the original installation, other than the replacement of failed units by spare units, which will be done the company only.

(J) Repair, replacement or maintenance of the schedule equipments as deemed necessary will be done by the company's engineer during the working hours viz.9.00 A.M. to 6.00 P.M. on all working days and if necessary on holidays including Saturday & Sunday. During Parliament Session resident engineer should be provided till 8.00 P.M.

(K) The obligations undertaken by the Authorized Signatory on behalf of the company shall not be discharged or on any way affected by an extension of time or any indulgence granted by the client to the company.

(L) IN WITNESS WHEREOF the hereto through their respective authorized representatives caused this present executed on the day and year mentioned above.


10/5/2013

Signature of the Service Provider

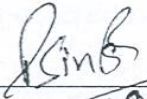
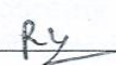
(Name Shri Laxmi Kant Sharma)

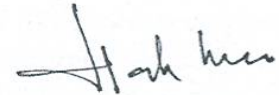
Designation: Director

For and behalf of M/s Bishop Technologies (Pvt.) Ltd.

In the presence of

Witnesses:

1. 
10/5/13 (PARAMJIT SINGH)
2.  (Rajeev Sharma)



(H.K. Wadhwa)

Under Secretary to the Govt. of India

एच० के० वधवा/H. K. WADHWA
अवर सचिव/Under Secretary
इस्पात मंत्रालय/Ministry of Steel
उद्योग भवन/Udyog Bhawan
नई दिल्ली/New Delhi