

पता: "मिनीस्टील"
Graphic Address : "MINISTEEL"



सं. No. 21014/4/2015-Ad (G)

No. _____

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

नई दिल्ली-110107

New Delhi-110107

Dated the 14th December, 2015

To,

M/s Bishop technologies Pvt Ltd
1733, Bhagwat Complex
Gurudwara Road, Kotla Mubarakpur,
South Extension -1, New Delhi

Sub: - Annual Maintenance Contract for repair/maintenance of Computers/Fax/Printer/Scanner/Server/Laptop etc in Ministry of Steel.

Sir/Madam,

I am directed to refer to your Online Bid No. 112192 dated 26.05.2015 regarding Annual Rate Contract (AMC) for repair/maintenance of Computers/Fax/Printer/Scanner/Server/Laptop etc in Ministry of Steel and to say that the Competent Authority has accepted the rates in Annexure-II subject to the terms and conditions mentioned in Annexure-I.

2. The period of Annual Rate Contract (AMC) will be *valid for one year with effect from 01.01.2016*. This period may be further extended as per the requirement of the Ministry or may be curtailed/terminated before expiry of this period.

3. The Annual Rate Contract (AMC) will be made effective only after receiving of your acceptance of terms and conditions of Annual Rate Contract (ARC) and deposit of Performance Security of ₹20,000/- (*Twenty thousand only*) by way of Fixed Deposit (FD).

4. You are, therefore, requested to furnish/deposit signed copy of the AGREEMENT FOR ANNUAL RATE CONTRACT (Annexure-III), an INTEGRITY PACT (Annexure-IV) and PERFORMANCE SECURITY immediately to this Ministry so that the Annual Rate Contract (ARC) could be finalized.

5. This issues with the concurrence of Internal Finance Division (IFD) vide their Dairy No. 103/IFD/2015 dated 30.11.2015.

Yours faithfully,

Encl: As above

(K Murali)

Under Secretary to the Govt. of India

☎ 23061243

Copy to:

1. NIC, Ministry of Steel (with request to upload it on the website of the Ministry of Steel)
2. Internal Finance Division (IFD), Ministry of Steel
3. Pay and Accounts Office, Ministry of Steel

Annexure-ITerms and Conditions of Annual Maintenance Contract (AMC) maintenance/repair of computers/fax/printer etc

The award of contract will be valid for a period of one year from the date of finalization. The period may be further extended as per the requirement of the Ministry or for a period of six months or may be curtailed/terminated before the expiry of one year period owing to deficiency of service after giving one week notice to the selected firms.

The contract will be on comprehensive basis inclusive of repairs and replacement of spare parts without any extra payment. The contractor will be responsible for any loss or damage caused to any machines owing to negligence on their part.

System maintenance charges shall not include the cost of consumable and supply of media like magnetic tape, cartridge, floppy disk, pen drive print head, computer stationery and Disks. The faulty power adapter, power cable & printer maintenance charges include replacement/repair of all faulty or broken parts and spares except Toner/ink Cartridge & Print cartridge.

Parts not covered in the AMC will not be purchased and replaced by the firm without prior approval of Administrative Division, Ministry of Steel. The Ministry reserves the right to buy the parts themselves or authorize the AMC vendor to purchase.

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.

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.

The new upgraded item (memory, HDD, MM kit etc.) purchased from the firm or any other vendor 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. In case of intermittent failures and repetitive problems due to improper diagnosis or repair, the system will be treated as continuously down.

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.

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.

0 Preventive maintenance (PM) once in a months for all system, Printer, Scanner & Server will be undertaken and report should be submitted to General Administrative Division in the first week of every month.

1 New equipment purchased will be included in AMC as soon as warranty expires or after the expiry of the common date of warranty.

2 The equipment will be handed over back to the Department in good working condition after the AMC period. The firm would use only genuine spare parts of reputed brands

13 The bidder undertakes that he has not provide/providing the similar services at a price lower than offered in the present bid in any Ministry/Department of the Government of India and if it is found at any stage that the similar services were supplied by the bidder to any other Ministry/Department at lower price, then that very price, with due allowance for elapsed time, will be applicable to present case and difference in cost would be refunded by the service provider.

14 The Ministry can terminate the contract at any time without assigning any reason, if the work of the firm is found unsatisfactory. In this respect, decision of the Ministry will be final and binding on the firm.

15 Firm shall provide a team of at least 2 qualified (B.Tech/Bsc/Diploma in Computer science or equivalent) Hardware Engineers (with Mobile telephones) to be posted at Ministry of Steel on full time basis.

16 Normally the office hours for Engineers will be from 09.00 AM to 5.30 PM. During Parliament Sessions resident engineer may work till 8.00 PM or beyond as per requirements of Ministry. If required, engineers will have to work even on holidays or odd hours. No night charges will be payable for working on odd hours or on Government holidays.

17 Emoluments for resident engineers should include all statutory charges such as EPF contribution, ESIC contribution etc. and conform to minimum wages for skilled workers applicable under relevant Act/Rules.

18 The firm shall arrange to get the character and antecedents of the workers verified from Police authorities before their deployment and their full particulars should be furnished to the Ministry for the purpose of entry passes.

19 The resident engineer provided by the firm shall not be changed frequently. However, if found incompetent by the Ministry the engineer shall be replaced, by the firm immediately.

20 The payment will be made on pro-rata basis in four quarters on receipt of computer generated/typed bill at the end of every quarter. The quarterly payment will strictly be made on the basis of satisfactory report from the user.

21 No advance payment will be made by the Ministry of Steel. The payment will be done after satisfaction of work carried out.

22 Payment will be made through ECS only to the account of the firm on submission of pre receipted typed bill in triplicate. No cash/cheque payment will be made by Ministry of Steel. Firm has to provide bank details along with technical bids.

23 In the event of the contractor backing out of the contract midstream without any explicit consent of the Ministry of Steel he will be liable to the recovery of the higher rates vis-a-vis those contracted rates, which may have to be incurred by this Ministry in the maintenance of its equipments. The pending bill would also be forfeited.

24 The service engineers would take up any reported fault within one hour. In case of major fault, maximum acceptable downtime will be 24 hours. Maximum acceptable downtime will start, excluding holidays, from the time of registration/intimation of complaint. In case firm fails to adhere to the downtime stipulated, following penalty will apply:

- (i) Penalty of not attending the calls, Service Assurance will be Rs 300/ per working day for system, printer, laptops, scanner etc.
- (ii) Penalty on failure of doing scheduled Preventive Maintenance (PM) including

25 In event of any dispute or difference between the parties hereto, such disputes or differences shall be resolved amicably by mutual consultation. If such resolution is not possible, then the unresolved dispute or difference shall be referred to arbitration of the sole arbitrator to be appointed by the Secretary, Ministry of Steel. The provisions of Arbitration and conciliation Act, 1996 (No 26 of 1996) shall be applicable to the arbitration. The venue of such arbitration shall be at Delhi. The expense of arbitration shall be shared equally by the parties to the agreement. However, expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.

26 Pending the submission of and/or a dispute, difference or claim or until the arbitral award is published; the Parties shall continue to perform all of their obligations under this agreement without prejudice to a final adjustment in accordance with such award.

27 Jurisdiction for legal disputes, if any, arising during the currency of the contract will be Delhi courts only.

28 The firm will have to deposit a Performance Security Deposit of Rs. 20,000/- (Rs Twenty thousand only) in the shape of F.D.R./ Bank Guarantee in the name of the Pay and Accounts Officer, Ministry of Steel, New Delhi within 10 days of award of contract. The Performance Security Deposit should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the awardee. The security deposit will be refunded to the contractor after completion of the contract period and no interest will be paid on the security deposit.

29 If the firm, at any point of time during official duty, fails to perform duties, as directed by Ministry, the Security Deposit will be forfeited and contract will cancelled forthwith without any notice by the Ministry.



(K Murali)

Under Secretary to the Govt. of India

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