



भारतीय लेखापरीक्षा और लेखा विभाग
INDIAN AUDIT & ACCOUNTS DEPARTMENT

महालेखाकार का कार्यालय (लेखा व हकदारी)-I, महाराष्ट्र

OFFICE OF THE ACCOUNTANT GENERAL (ACCOUNTS & ENTITLEMENT)-I, MAHARASHTRA

2री मंजिल, प्रतिष्ठा भवन, न्यु मरीन लाईन्स, 2nd Floor, PRATISHTHA BHAVAN, NEW MARINE LINES,

101, महर्षि कर्वे मार्ग, मुंबई - 400 020. 101, MAHARSHI KARVE ROAD, MUMBAI 400 020.

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लोकहितार्थ सत्यनिष्ठा
Dedicated to Truth in Public Interest

No. EDP/AMC/2021-22/164.

Date: -18/02/2021.

Sub: - Tender offer for Annual Maintenance Contract of Computer Hardware for 2021-22.

Sealed tenders are invited for Annual Maintenance contract for 499 Desktops, 4 Laptops, 11 Servers, 84 Dot-Matrix/DeskJets/OfficeJet/LaserJet printers & Networking (including Network equipments-27 x L2 Switches and 2 x L3 Core Switches) along with 3 Resident Engineers with facility management, etc. for the year 2021-2022 starting from 01/04/2021 to 31/03/2022.

A complete list of Computers, Printers, Networking equipments with their specifications are detailed in Annexure-1 herewith alongwith the Proforma in which the quotation is to be given.

The IT hardware requiring AMC, will be available for inspection in this office from 19th February to 26th February, 2021, between 11.00 am and 04.30 pm.

The contract will be a complete comprehensive contract. General information, Eligibility Conditions and Terms of RFP and AMC Contract are as per Annexure -I.

For further details and clarifications if any, contact Sr. A.O. on ☎ : 22039680 Ext : 425.

This office reserves the right to accept or reject the lowest rate received and will assign no reason for such acceptance or non-acceptance.

Yours faithfully,

Sd/-

Dy. Accountant General (Admin)

Annexure - I

I- General Information

- 1) **Last date and time for depositing the Bids:** 08th March 2021 at 1430 hrs.
The sealed Bids should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.
- 2) **Bid Security Declaration** MSMEs are exempted from submission of Bid Security. In view of Ministry of Finance, Dept. of Expenditure O.M. dt. 12/11/2020, bidder other than MSMEs will be required to sign 'Bid Security Declaration' accepting that if they withdraw or modify their bids during period of validity they will be suspended for the time specified herein. Specified period is 2 years.
- 3) **Manner of depositing the Bids.** Sealed quotations should be sent to the address given so as to reach by the due date and time. Envelope should contain the following:
 - a) Sealed Envelope for Technical Bids
 - b) Sealed Envelope for Commercial BidsLate tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/ non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered (unless they have been specifically called for by these modes due to urgency).
- 4) **Time and date for opening of Bids:**
Technical Bid Opening - 09th March 2021
- 5) **Financial Bid Opening - 10th March 2021**
Due to pandemic guidelines personal attendance of Vendors will be restricted. If due to any exigencies or if the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on another working day, the date and time of which, will be intimated by the Office.
- 5) **Place of opening of the Bids:** 2nd Floor, I.T. Section, O/o The Accountant General (A&E)-1, Maharashtra, 101, M.K. Road, New Marine Lines, Mumbai-400020. (The Bidders may depute their representatives to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of vendor's representative).
- 6) **Two-Bid system:** Only the Technical Bid would be opened on the time and date mentioned above. Date of opening of the Commercial bid will be intimated after acceptance of the Technical Bids. Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by the Office.
- 7) **Forwarding of Bids:** Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like TIN number, GST number, Bank address with Account No. and NEFT details and complete postal & e-mail address of their office.
- 8) **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection. Conditional tenders will be rejected.
- 9) **Validity of Bids:** The Bids should remain valid for **150 days** from the last date of submission of the Bids.

II- Eligibility Criteria

The eligibility criteria for Prospective Bidders which need to be complied with the technical bid and will form part of Technical Evaluation is as follows:

- (1) The bidder must have successfully completed /executed at least one supply order/contract for IT assets AMC/similar services in last three years from the date of issue of this RFP/tender enquiry with any Govt. organization/PSUs/Semi- Govt. organization/ reputed organization.
- (2) An annual value of supply orders/ contract not less than ₹1 Crore during the last three financial years. Documentary evidence alongwith satisfactory contract order execution report(s) issued by the concerned organization should be enclosed by the bidder with the Technical-Bid.
- (3) Should have an annual turnover of ₹2 Crore and copy of Tax returns for the last 3 financial years of assessment should be enclosed (i.e. 2018-19, 2019-20 & 2020-21).
- (4) Bidder must have valid GST Registration Certificate.
- (5) Bidder must possess valid PAN Card. A copy of the same should be enclosed with the Technical-Bid
- (6) ISO 9001:2008, 20000-1:2011 and 27001:2013 certifications held by a vendor will be an added preference.
- (7) Vendors should submit copy of PF Challans as proof of ESIC, PF registration of employees.
- (8) The **Bidder must have an office with own workshop at Mumbai**, mandatorily to support the AMC work.

III –Standard Conditions of RFP and Terms &Conditions of AMC

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Vendor in the Contract) as selected by the Office. Failure to do so may result in rejection of the Bid submitted by the Bidder.

- 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 accordance with the laws of the Republic of India.
- 2) **Effective Date of the 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.

The Contract may be further extended by two years under the same terms and conditions and with the mutual consent of the Office and Vendor and satisfactory services by the vendor.

- 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 construction or performance, which cannot be settled amicably, may be resolved through arbitration.
- 4) **Non-disclosure of Contract documents**: Except with the written consent of the Office/ Vendor, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.
- 5) **Liquidated Damages**: In the event of the Vendor's failure to submit the Bonds, Guarantees and Documents etc. as specified in this contract, the Office may, at his discretion, withhold any payment until completion of the contract.
- 6) **Termination of Contract**: The Office shall have the right to terminate this Contract in part or in full in any of the following cases:
 - i) Repeated delay/poor response in handling Preventive/ Breakdown Maintenance.
 - ii) The Vendor is declared bankrupt or becomes insolvent.
 - iii) Breach of Contractual Obligations.
 - iv) Breach of security by the employees of the firm.
 - v) Misbehaviour/Indiscipline by the employees of the firm.

- vi) As per decision of the Arbitration Tribunal
 - vii) Non submission of PBG within stipulated time period
 - viii) Upon Office's discretion after giving a notice of 30 days.
- 7) **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.
- 8) **Taxes and Duties** : As applicable
Any change in any duty/tax upward/downward as a result of any statutory variation in any duty/tax taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Office by the Vendor. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Vendor.
- 9) **Terms & Conditions of AMC**
The Bidder is required to give confirmation of their acceptance of Terms & Conditions as mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Vendor in the Contract) as selected by the Office. Failure to do so may result in rejection of Bid submitted by the Bidder.
- i. The contract will be a completely comprehensive contract covering all parts of computers, Servers & printers except for the printer cartridge/toners in case of DeskJet/LaserJet/OfficeJet printers and printer head in case of Dot-matrix printers.
 - ii. In case of failure of any Peripheral, the Company should replace parts with same or higher configuration, without any additional cost. The replaced part should be of Branded Quality.
 - iii. The contract is subject to review after each quarter and 'the office' reserves the right to terminate the contract with a week's notice, if the service provided is found unsatisfactory.
 - iv. 3 Qualified Experienced Resident Engineers with one Senior Engineer having knowledge of Server management, Linux O/S, networking, etc. should be present regularly in this Office during office hours (9.30 am to 6.00 pm) and from/till such time as may be required during work exigencies. If required, the engineers should have to be present in office on Saturday/Sunday or on Public Holidays. **During March-end, the engineers may have to work till late night.** The final Selection of Resident Hardware Engineers will be as per the advice of this office. The Server level Engineer should be proficient in working on different platforms viz. Windows 2003/2008/2012 Server, MS Exchange, Linux and SCO UNIXWARE and also in maintenance of networking infrastructure. The other engineer(s) should be conversant with installation, configuration and upgradation of Microsoft Windows 7/8/10, Anti-Virus Software and Printer maintenance.
 - v. The Company would also be responsible for maintenance and trouble-shooting of the office network related issues such as Network-clogging Network-failure, etc. Support should be provided for all Network devices viz. Switches, Wireless Routers, cable connectivity (line testing devices & other basic tools to be provided and kept in the office premises) etc.
 - vi. The AMC will include complete Networking, Troubleshooting, Facility Management and Preventive maintenance. Software support and technical guidance to be provided as and when required.
 - vii. **If any equipment is added or removed from the scope of contract, pro rata adjustment of charges will be made to the amount of the contract.**
 - viii. At least 3 Desktops, 3 Printers, 10 keyboards and 10 USB mouse of good branded quality with other required spares will be provided as standby by the Company.
 - ix. Sr. Executive of the Company will meet quarterly with the EDP Officials to assess quality of service provided. Key performance indicators will be established and reviewed on a regular basis.

- x. The Company should give specifications and other details of spare parts required to be replaced and seek prior approval before replacing any parts of hardware, etc.
- xi. AMC resident engineers will maintain call logs for daily review, an electronic format of such call logs is preferable.
- xii. AMC engineers will always observe office decorum and exhibit good behaviour in their interaction with Office Staff. They should be formally dressed with their office ID displayed on their overcoat.

IV- Force Majeure clause:

- (1) Neither Party shall be in breach of its obligations under this Agreement (other than payment obligations) or incur any liability to the other Party for any losses or damages of any nature whatsoever incurred or suffered by that other (otherwise than under any express indemnity in this Agreement) if and to the extent that it is prevented from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure Event except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure Event had not occurred (in which case this Clause shall not apply to that extent).
- (2) As soon as reasonably practicable following the date of commencement of a Force Majeure Event, and within a reasonable time following the date of termination of a Force Majeure Event, any Party invoking it shall submit to the other Party reasonable proof of the nature of the Force Majeure Event and of its effect upon the performance of the Party's obligations under this Agreement.
- (3) The Vendor shall, at all times take all reasonable steps within their respective powers and consistent with Good Operating Practices (but without incurring unreasonable additional costs) to:
 - (a) prevent Force Majeure Events affecting the performance of the Vendors obligations under this Agreement;
 - (b) mitigate the effect of any Force Majeure Event; and
 - (c) comply with its obligations under this Agreement.

V- Additional Terms

- i. 98% up-time is expected for Servers & Desktops and immediate backup to be provided. Replacement of parts for servers should be top priority and such replacement to be done within 24 hours for desktops & Servers and 48 hrs for printers. The 'office' may also deduct from the 'vendor' as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.
The 'office' will also be indemnified against any damages owing to delay in setting right hardware problems having critical ramifications.
- ii. The responsibility of monitoring and evaluating the performance of the Resident Engineers will be of the Company/Vendor who will provide assistance in any other matter relating to Computer Hardware not specifically covered by the contract. (Facility Management support for Hardware under warranty but not under AMC).
- iii. The Company should inspect the entire Hardware and its configuration details before entering the contract and record the details of the configuration.
- iv. The Company should record the Stock No. and Serial No. of Desktops/Printers in advance so as to ensure call logging/resolution of complaints of all such stock. Refusal to attend to complaints stating Serial No. mis-match of stocks at any later stage will not be entertained and Company to resolve such complaints mandatorily.
- v. AMC payments will be made on quarterly basis against Company invoice.
- vi. This contract will have effect from 1st April 2021 upto 31st March 2022 or from the day of entering into the contract whichever is later.

VI- Performance Guarantee:

The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business for a sum equal to 10 % of the contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of validity of contract period.

- i. The following additions and deletions will be part of the AMC Services: -
 - a. Assets whose warranty would expire within the currency of the contract will be added to the appropriate category on pro-rata basis.
 - b. Assets which are declared obsolete will be deleted on pro-rata basis.
- ii. Payment Terms: It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through Cheques, wherever feasible. The payment will be made as per the terms mentioned above, on production of the requisite documents:

VII – Evaluation Criteria & Price Bid issues

The broad guidelines for evaluation of Bids will be as follows:

- 1) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.
- 2) The technical Bids forwarded by the Bidders will be opened first and evaluated with reference to the technical characteristics as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.
- 3) The Lowest Bid will be decided upon the overall package quoted by the lowest bidder. The consideration of taxes and duties in evaluation process will be based on all taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered. The ultimate cost to the Office would be the deciding factor for ranking of Bids. Unreasonably inflated or deflated bids may be avoided. The Accountant General (A&E)-1, Maharashtra reserves the absolute right to reject the bids which is freakishly low or high and, Cutting/alteration made in the tender shall render it invalid.
- 4) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
- 5) If in case, any miscalculation of price comes in commercial bid, on part of addition/subtraction/multiplication/division of any tax/duty/levies or any else, whatever the case may be for the purpose to determine L1, the calculation will be corrected without changing unit price and quantity at all.
- 6) The Lowest Acceptable Bid will be considered further for placement of contract/Supply Order after complete clarification and price negotiations as decided by the Office.
- 7) Any fictitious quote or quotes that are unreasonably low will be rejected.

Sd/-

Sr. AO

Proforma
Office of the Pr. Accountant General (A & E)-I, Maharashtra, Mumbai.
AMC comparative statement for the period 01/04/2021 to 31/03/2022.

Computers (Servers) Comprehensive

Sr.	Item	Qty	Unit ₹	Gross Amt
1	Server - IBM 3650 M2 (Pension database Live)	1		
2	Server - HP ML350G6 (H-VLC-Appl-Live-GPF - Middle-Range)1	1		
3	Server - HP DL580G7 (H-VLC-Database-Live-GPF - High-Range)1	1		
4	Server - HP DL180G6 (H-PAO - High Range-Main down)	1		
5	Server - HP DL180G6 (H-PAO - High Range-Mirror up)	1		
6	Server-HP Proliant DL380e Gen8 Admin DAK – Mid-range)	2		
7	Server-HP DL560 G8 (Pension Appl. Cum database Live)	1		
8	Server-Dell Poweredge R530	2		
9	Server-Dell Poweredge 120	1		
	Total	11		

Computers (Laptops) Comprehensive

1	HP Probook 440G1	1		
2	HP Probook 440G2	1		
3	HP Probook 430 BNBPC	1		
4	HP Pavillion 15-AU627627TX	1		
	Total	4		

Computers (Desktops) Comprehensive

1	Desktops - Zentih Core 2 Duo - 69	69		
2	Desktops - I3 HCL	6		
3	Desktop - I5 (Assembled VLC n-Computing)	1		
4	Desktop - I3 HP Pro 6300 & 3330	52		
5	Desktop - I5 HP Pro 3330	118		
6	Desktop - I3 Lenovo Thinkcentre M73	106		
7	Desktop - I3/i5 Wipro	56		
8	Desktop - I3 Lenovo Edge 71Z	1		
9	Desktop-I5 Acer Veriton M200	8		
10	Desktop-i5 Lenovo India Centre 700 All-in-one	1		
11	Desktop-i3 Acer Veriton M200	23		
12	Desktop-i5 Acer Veriton M200	7		
13	Desktop-i5 HP AIO 24-Q252IN All-in-one	1		
14	Desktop-i5 Dell Vostro 3470 (for 5 months only 01/11/2021 to 31/03/2022)	50		
	Total	499		

Printers Comprehensive

1	Dot Matrix Printers	2		
2	HP DeskJet Printers	10		
3	HP OfficeJet Printers	2		
4	HP LaserJet Printer pro 100/175	1		
5	HP LaserJet Printer3015 DN	3		
6	HP LaserJet Printer 401 DN	10		
7	HP LaserJet Printer 1606 DN	1		
8	Brother HL 2250 DN	9		
9	Samsung ML3320DN	12		
10	Canon LBP 6230DN	1		
11	Canon LBP5970 DN	1		
12	Canon LBP6780xDN	9		
13	Cannon Image MF226DN	1		
14	HP Colour LaserJet pro M254DW	1		
15	Canon Laserjer Printer LBP DW	10		
16	HP LaserJet Pro M203dn	10		
17	HP LaserJet Pro CP5225DN	1		
	Total	84		

Networking Equipment - Non-Comprehensive				
	L3-Core Switch -HP 5500EI 24 SFP Sr. No CN40B9R0PZ	1		
	L3-Core Switch -HP 5500 150 WAC Power Supply Sr. No.CN40B9R0VC	1		
	L2-Access Switch-HP2530-24G with 4 SFP Sr.- CN4AFP73CQ, CN4AFP72Y1, CN4AFP71JT, CN46FP747J, CN4AFP737V, CN4AFP72N8, CN4AFP735M, CN46FP748W, CN47FP70JH, CN46FP74XT, CN46FP751Z, CN46FP747L, CN4AFP73CD, CN49FP72P2, CN49FP71WB, CN4AFP76T3	16		
	L2-Access Switch-HP2530-48G with 4 SFP Sr. CN40FP636H, CN4AFP61CS, CN4AFP60CQ, CN4AFP617G, CN4AFP61JT, CN4AFP619R, CN4AFP601H, CN48FP60ZY, CN46FP63JQ, CN4AFP60PS, CN4AFP61H8	11		
	Cyberoam-Security Value Subscription	1		

Software Support/Facility Management including cost of Qualified Resident Engineer				
Sr.	Particulars			
1	This Includes Software Support for OS (Windows 98, XP & NT Server, MS Office, MS Exchange & MS Outlook), Anti-Virus Support, and Complete Network problems, trouble shooting & Support..3 Resident engineers including 1 Senior Engineer having knowledge of Server management, Linux O/S, networking, etc.			
2	Software and Hardware inventory Management. Logs of hardware/software complaints through web based application. Reports on all compaints and pending complaints Specific IP wise Desktop, Peripheral identification (with barcode). Regular reports from the Management of the Service Provider establishing that the work of the on-site engineers is monitored by the management. Assurance on quality of service.			
AMC Cost				
GST 18%				
Total AMC Cost				

- Note**
- The contract will be completely comprehensive covering all parts of computers and printers except for the printer cartridge/toners in case of DeskJet/laser printers and printer head in case of dot matrix printers.
 - The vendor should replace parts with same or higher configuration without any additional cost. If any item is replaced by this office the cost will be reduced on pro-rata basis
 - The Vendor should also provide support of facility management to the over 100 desktops not covered under AMC as they are under warranty.