

<sup>10/0</sup>  
उप निदेशक (प्रशासन) एवं  
कार्यालय अध्याक्ष  
राज. राज्य लोक प्रशासन संस्थान  
जयपुर (कोड नं. 102520)

Price Rs.500/-  
(Both for Technical &  
Financial Bid Form)

BID DOCUMENT

COMPREHENSIVE ANNUAL MAINTENANCE OF COMPUTER HARDWARE AND  
PERIPHERALS

PART - I

=====

TECHNICAL BID

=====

**PART - I**  
**HCM RIPA, JAIPUR**  
**BID FORM FOR TECHNICAL BID**

1. Subject: - Bid for "COMPREHENSIVE ANNUAL MAINTENANCE OF COMPUTER HARDWARE AND PERIPHERALS IN HCM RIPA AS PER SCHEDULE – I
2. Name and full postal address of the firm submitting the Bid: -  
\_\_\_\_\_  
\_\_\_\_\_  
Contact Name: \_\_\_\_\_ Designation \_\_\_\_\_  
Tel. No. \_\_\_\_\_ Mobile No. \_\_\_\_\_ Fax \_\_\_\_\_ E-Mail \_\_\_\_\_
3. Address to: - Director General, RIPA, Jaipur
4. Reference of the Bid Notice: -
5. Last Date for submitting Bid: - .....
6. The Bid fee amounting Rs.500/- has been deposited vide Demand draft/cash receipt No. \_\_\_\_\_ dated \_\_\_\_\_
7. We agree to abide by all the terms and conditions mentioned in the above referred Bid Notice, issued by the Bidding Authority, and also the terms and conditions of the said Bid form (For Technical and Financial bids) given in the attached sheets, all pages of which are signed by us in token of acceptance of the Terms and Conditions mentioned therein.
8. The information required for Technical bid is filled in the attached proformas, and relevant documents are also attached herewith.
9. **The Financial bid in a separate sealed envelope duly marked financial bid is also submitted.**
10. Demand Draft No. \_\_\_\_\_ dated \_\_\_\_\_ for Rs. 10,000/- (Rs. Ten thousand only) in favor of HCM RIPA, Jaipur against the Earnest Money as per the Bid Notice is annexed.
11. The Income Tax Clearance Certificate from I.T.O. of the circle concerned, Sales Tax Registration Number and Sales Tax Clearance Certificate from the Commercial Taxes Officer concerned is also submitted. If these certificates are not provided, the Bid shall not be considered.

Date:

Signature of the Bidder(s)  
alongwith the stamp of the  
firm/company

**TERMS AND CONDITIONS OF THE BID**

Bidders should read these conditions and the complete Bid document of technical bid and financial bid carefully and comply strictly while sending their Bids to HCM RIPA.

1. Bids are to be submitted only in the prescribed Bid Form. Bid Forms may be purchased from the office of the HCM RIPA, JLN Marg, Jaipur, Rajasthan on payment of a non-refundable fee of Rs. 500/- only in CASH or by DEMAND DRAFT in favour of HCM RIPA, Jaipur. The Bid Form can also be downloaded from website of [www.hcmripa.gov.in](http://www.hcmripa.gov.in) and [www.sppp.raj.nic.in](http://www.sppp.raj.nic.in) and Bid form fee will be deposited on submission of Bid form.
2. **The Bid must be in two separate envelopes (Part-I: Technical Bid & Part-II: Financial Bid) duly marked "TECHNICAL/FINANCIAL BID FOR A.M.C." and should reach on or before 19.06.2015 upto 1.30 P.M. The sealed Bids should be submitted in the office of RIPA In case of sending Bid by post, this shall be sent by registered post only. HCM RIPA shall not be responsible for any delayed receipts, what so ever.**
3. The Bids for technical bid will be opened on 19.06.2015 at 3.00 P.M. in the HCM RIPA, JLN Marg, Jaipur, Rajasthan before the Committee in the presence of the Bidders or their authorized representatives present.
4. **It should be noted that envelop duly marked part-II i.e. for Financial bids should contain only price schedules (schedule-I) and all other documents should be submitted with envelope marked Part-I i.e. for Technical Bid.**
5. Bids should be filled in with ink. No addition and alteration should be made in the Bid form. No overwriting should be done. Corrections, if any, must be done clearly and signed with stamp.
6. The Bidding authority/committee reserves the right to finalise the technical bid in the interest of the RIPA and such decision shall be final and binding on the Bidders.
7. Financial bids of only those bidders shall be opened who will qualify in technical bids. Financial bids of the bidders who do not qualify in technical bids, will not be opened.
8. **If both (Technical & Financial) bids are submitted in the same envelop, they shall be outrightly rejected.**
9. Technical bids should be accompanied by the earnest money of Rs.10,000/- (Rs. Ten thousand only) with "PART-I Technical Bid", without which Bids will not be considered. The amount should be deposited in the form as mentioned in clause 39 of the terms and conditions for Financial bid in favour of "HCM RIPA" payable at Jaipur. If a bidder does not take up the work by the stipulated date, his EMD will be forfeited.
10. The EMD of the unsuccessful bidders will be refunded without any interest.
11. Bid forms shall be filled in ink or typed. No Bid filled in pencil shall be

considered. The Bidder shall sign the Bid form at each page and at the end in token of acceptance of all the terms and conditions of the Bid.

12. The RIPA reserves the right to accept any Bid not necessarily the lowest Bid and reject any Bid without assigning any reason thereof. Orders can be placed for the whole or part of the quantity (Schedule-I) Bidded/Bid for at the discretion of the RIPA. **RIPA also reserves right to withdraw the AMC at any point of time.** Bidder may quote for either item A or B or for both.
13. Time and date of opening of financial bids will be informed later on to successful technical bidders only.
14. The Bidder shall be deemed to have carefully examined the conditions, specifications, size and make of the Computers, Printers, Switch, LAN, UPS etc. Interested eligible bidders may obtain further information and inspect the computers in the office of the HCM RIPA.
15. The Bidder shall not assign or sublet his Bid or any part thereof to any other agency.
16. **The officers/committee or duly authorized representative of the RIPA shall at all reasonable time have access to the Bid's premises and shall have the power at all reasonable time to inspect and examine the materials and workmanship of goods.**
17. **The Bidder shall invariably, furnish complete address and Telephone/Mobile No./ Fax No./E-Mail no. or the premises of his office and workplace where inspection can be made together with full name and address of the person who is to be contacted for the purpose.**
18. Bids received after the prescribed time and date shall be rejected.
19. **The Bidder will have to submit invariably an "Income Tax Clearance Certificate" from the Income Tax Officer of the circle concerned, "Sales Tax Registration Number" and "Sales Tax Clearance Certificate" from the Concerned Commercial Taxes Officer alongwith the technical bid, without which the Bids will not be considered.**
20. **All the enclosed documents, proforma's, annexures, certificates etc. should be self-attested by the Bidder along with stamping official seal. No documents without self attested will be considered.**
21. The committee or officer authorised by the RIPA, shall verify the information furnished regarding experience, certificate, manpower, Turn over, credentials of the company etc by way of personal contacts and/or written communication with the existing customers of the Bidder.
22. The price should be quoted including parts on comprehensive basis for the computers, laptop, printers etc.
23. The contract will be valid for a period of two years and the period of AMC will be informed after finalization of the contract. The rates quoted will remain in force

for the full period of contract. No demand for revision of rate on any account shall be entertained during the contract period. The period of AMC may be further extended on the basis of satisfactory performance and mutual consent.

24. The price may be quoted as per annexure enclosed including labour, statutory taxes and charges, transportation of materials etc. No other charges shall be paid. (Service tax as applicable shall be extra. Presently the rate of service tax is 14.00%).
25. No advance payment would be made. Quarterly payment after satisfactory completion of each quarter would be made.
26. **The service provider will have to provide and station a full time service engineer at Head Office of the RIPA to attend the complaints.**
27. In case of emergency or urgent need of work, the service provider will also provide maintenance and repair services on holidays, and even after office hours also for which no separate cost shall be paid. In case of non-availability of drivers or supporting software required and the same is not available with the user or RIPA, the service provider will arrange the same from their own sources.
28. In the event of Service Engineer remaining absent/ on leave, without substitute thereof, deduction will be made @ Rs. 500/- for each day of absence, from the contracted amount.
29. The service provider will rectify the complaints within 24 hours failing which standby arrangements will be provided by him without any additional charges.
30. Contract of AMC covers all items including CPU, memory, monitor, speaker, microphone, mouse, keyboard, switch, modem, LAN cable etc. No payment on account of any other item will be payable extra.
31. At the time of completion of the AMC all the computers must be in running condition. **Warranty of the replaced parts shall remain valid for minimum twenty four (24) months for work from the final acceptance.**
32. In case of any dispute amongst the parties, the Director of the HCM RIPA will be the sole-arbitrator and his decision shall be final and binding on both parties.
33. The bidder must be a company incorporated under the Companies Act, 1956 and registered with registrar of companies the bidder must also be registered with sales tax department and submit documentary proof of the same. The bidder should also provide service tax Registration number of last 3 years.
34. The institute has procured QuickHeal Total End Point security antivirus, which needs to be managed by the bidder.
35.
  1. The bidder may visit HCM RIPA offices during working hours on any working day to check and verify the make, specifications and model of the computer hardware and peripherals
  2. HCM RIPA also has its regional centers at Udaipur, Kota, Jodhpur and Bikaner. The AMC of equipments at these centers shall also be awarded to the bidder on the same

rate as in RIPA, Jaipur. The AMC payments shall be made by the respective regional centers for which the AMC Bills need to be submitted at these regional centers itself.

36. The successful Bidder shall maintain the equipment mentioned in the Schedule "I" of the Bid form on the following terms and conditions:

36.1 Bidder shall provide maintenance service from 9.30 a.m. to 6.30 p.m. to keep the machine in good working order. The service shall consist of preventive and corrective maintenance of the computer systems and will include supply and replacement of parts.

36.2 Consumables namely DMP printer heads, Printer cords, Power cable, ribbons, toner cartridges are not covered under the contract

**Note:** The contract does not cover any application software but the operating system, networking software, utility software, LAN etc. should be treated as part of Contract items and Bidder shall be held responsible for failure of these items.

36.3 Bidder shall provide preventive maintenance on monthly basis in the first week of the month.

36.4 All spares supplied and replaced (items covered under AMC or not covered under AMC) shall be of the best quality, to the specifications, trade mark laid down for them and in strict accordance with the approved standard samples and in case if any materials of which there are no standard or approved supplies, the supplies shall be of the very best quality and description available in India. The decision of the accepting authority shall be final as to the quality of the spares and shall be binding upon the Bidder and in case any of the articles supplied not being approved and thus shall be liable to be rejected or replaced and any expenses or loss caused to Bidder as a result of rejection or replacement of spares shall be entirely at the account of the Bidder.

36.5 In case spares other than of the approved quality, make or size are supplied they shall be rejected and will have to be replaced within a reasonable time by the Bidder without extra cost. If due to exigencies of public work or public interest such replacement is not possible, the prices of such articles will be reduced suitably. The prices fixed by the RIPA shall be final.

**36.6 The Bidder shall invariably furnish complete address to the premises of his office, godown and workshop where inspection can be made together with full name and address of the person who is to be contacted for the purpose.**

36.7 The successful Bidder is required to maintain sufficient stock of spares to provide timely services.

**36.8 The RIPA is free to make any attachment to the machine and it shall be informed to the Bidder. In case, movement of equipment is felt necessary the Bidder shall provide the service free of cost. RIPA reserves all the rights to addition/subtraction in the total number of equipments under AMC, the proportionate amount would be paid/**

**deducted accordingly from AMC amount.**

- 36.9 HCM RIPA will provide power supply points for various equipment's. However, it will be the sole responsibility of the Bidder to ensure proper quality of power to all equipment's. The Bidder may point out deficiency, in UPS, CVT etc. before executing contract. RIPA will not be liable to pay any damages on account of power supply and any other environment condition. In case any dispute arises during the contract period, the decision of Director General, HCM RIPA shall be final & binding on the Bidder.
- 36.10 Bidder shall record its recommendations (if any) on Customer Call/Service Slip as well as in Maintenance Register. The two records should be signed by the respective representatives.
- 36.11 **The Bidder shall provide services for free installation/re-installation of Software, LAN, cable faults etc. The Bidder shall provide service and technical support on LAN during the tenure of AMC. The complete LAN including LAN cable, Switches, Jack Panels, I/O Box etc. irrespective to nodes at the end shall be maintained by Bidder and also extends the services in terms of labour for laying cables, fault detection in cable of LAN. The Cable & connectors shall be provided by the RIPA, as & when required.**
- 36.12 **The Bidder shall provide virus free LAN & also nodes and be responsible for complete detection and cure of virus at LAN.**

**37. Earnest Money**

- A. Technical Bid must be accompanied by Earnest Money of Rs. **10,000/- (Ten thousand only)**. Bids submitted without earnest money will not be considered. Earnest money should be deposited in either of the following forms in favour of "Director General, HCMRIPA," JAIPUR.
- i. Demand Drafts/ Bankers Cheque/ Pay Order of the scheduled Banks shall be accepted.
  - ii. No interest will be paid by the RIPA on the Earnest Money
- B. **Refund of earnest money:** The earnest money of unsuccessful Bidder shall be refunded soon after final acceptance of Bid.
38. **Forfeiture of earnest money:** The earnest money will be forfeited in the following cases:
- i. When Bidder withdraws or modifies the offer after opening of Bid.
  - ii. When Bidder does not submit the undertaking within the specified time.
  - iii. When the Bidder does not deposit the security money after the maintenance order is given.
  - iv. When he fails to commence the maintenance of items as per maintenance order within the time prescribed.

**39. (1) Undertaking and security deposit:**

- i. **Successful Bidder will have to submit an undertaking as per the Annexure-I (on non-judicial stamp paper, as applicable, at present Rs. 500/-) within a period of 7 days of receipt of order and deposit security equal to 5% of value of the Bid for which Bids are accepted.**
- ii. The earnest money deposited at the time of Bid will be adjusted towards security amount.
- iii. No Interest will be paid by the RIPA on security money.
- iv. The forms of security money shall be as below: -
  - a. Demand Draft/Bankers Cheque/ Pay Order only of the scheduled Bank/ Bank Guarantee.
- v. The security money shall be refunded after successful expiry of AMC contract.

**39. (2) Forfeiture of Security Deposit:**

- (i) Security amount in full or part may be forfeited in the following cases: -
    - (a) When any terms and conditions of the contract is broken.
    - (b) When the Bidder fails to maintain the equipments satisfactorily.
    - (c) When an undertaking is not submitted within prescribed period.
  - (ii) Notice of two weeks time will be given in case of forfeiture of security deposit. The decision of the RIPA in this regard shall be final.
40. The expenses of completing and stamping the undertaking shall be paid by the Bidder.

**41. Rate shall be written both in words and figures. There should not be errors and/ or over-writings. Corrections if any, should be made clearly and signed with dates. The rates should be inclusive of all.**

**42. Contract shall be deemed into force for a period of two years as specified in the maintenance order.**

43. The contract of maintenance can be repudiated at any time if the maintenance is not done to the satisfaction of the RIPA.

44. Remittance Charges on payment made to the firms shall be borne by the Bidder.

45. When the Bidder is unable to provide the maintenance service within the



specified period, the RIPA shall be entitled to get the maintenance services from elsewhere without notice to the Bidder, but on his (i.e. Bidder's) account and risk, the maintenance or any spare parts thereof which the Bidder has failed to provide or if not available, the best and nearest available substitute thereof or to cancel the contract, and the Bidder shall be liable for any loss or damage which the RIPA may sustain by reason of such failure on the part of the Bidder. But the Bidder shall not be entitled to any gain on such maintenance service made against default. The recovery of such loss or damage shall be made from any sums occurring to the Bidder under this or any other contract with the Government. If recovery is not possible from the bill and the Bidder fails to pay the loss or damage within one month, the recovery shall be made under the Rajasthan Public Demands Recovery Act 1952 or any other law for the time being in force. While making the risk maintenance, the RIPA may exercise his own discretion and if possible resorted to limited Bid system issuing short term notice irrespective of the valuation of the Bid, in all those cases where orders are cancelled due to non maintenance or supply of spares. This will be treated as a breach of contract and the Intending Officer shall take action accordingly.

**46. If the Bidder fails to provide maintenance services, penalty may be imposed as per the following: -**

- (a) Rs. 100/- per day per system i.e. Computer, Printer LAN, UPS etc.
- (b) Even standby system is provided but equipment is down for more than 15 days, in such case penalty after 15 days, shall also be applicable as per (a) above.
- (c) The decision of Competent Authority regarding penalty shall be final & binding on the Bidder.
- (d) Direct or indirect canvassing on the part of Bidders or their representatives will disqualify their Bids.
- (e) Order will be placed for two years contract but the service performance of the Bidder shall be reviewed after every three months. In case the services are not satisfactory, HCM RIPA may terminate the AMC agreement.

**47. Rejection:**

- (i) Articles not approved during inspection or testing shall be rejected and will have to be replaced by the Bidder at his own cost within the time fixed by the Department.
- (ii) If, however, due to exigences of Department work, such replacement either in whole or in part, is not considered feasible, the RIPA after giving an opportunity to the Bidder of being heard, shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.

48. Bidders must make their own arrangements to obtain import licence, if necessary.

49. The RIPA reserves the right to accept any Bid not necessarily the lowest, reject any Bid without assigning any reasons and accept Bid for all or anyone or more of the articles for which Bidder has been given or distribute items of stores to more than one firm/ supplier.
50. If any dispute arises out of the contract with regard to maintenance, the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to by the Parties to the DG, HCM RIPA, who will appoint a senior officer of the department as the Sole Arbitrator of the dispute who will not be related to this contract and whose decision shall be final & binding on the Bidder.
51. All legal proceedings, if necessity arises to institute may by any of the parties (Department or Bidder) shall have to be lodged in courts situated in Jaipur (Rajasthan) only and not elsewhere.
52. The rates quoted must be filled in prescribed form only and in the schedules I, as attached with the Financial Bid. The quoted rates should be inclusive of all taxes, Levies.

**53. Bidders are required to submit the following information in the prescribed proforma's as enclosed along with the necessary documents with technical bid. The Bidder shall submit: -**

- a) List of existing AMC customers as on date (Separate for both Govt. organization & non Govt. organization) in PROFORMA – “A”.
- b) List of existing Technical Manpower engaged by the firm exclusively for Annual Maintenance job in PROFORMA – “B” (minimum 5 persons).
- c) List of Inventory available with the firm in the prescribed PROFORMA – “C”.
- d) History & descriptive note indicating overall performance of the firm in PROFORMA “D”.
- e) A self certificate regarding the correctness of the information, documents, certificates etc. in the PROFORMA “E”.
- f) Certificates from Govt. Deptt./Public Sector undertaking in the PROFORMA “F” (no other proforma shall be accepted).
- g) Details in PROFORMA “G”.

**54. Eligibility criterion:**

**The basic eligibility criterion under the technical bid shall be as under**

- \*a) Minimum experience of 5 years for service of maintenance of computers & its peripherals, LAN, as on 31.03.2015 (enclose CA certificate or Balance Sheet in support).
- \*b) Minimum present Technical Manpower engaged in maintenance - 5 persons (details in proforma "B").

- \*c) Maintaining satisfactorily computers & peripherals (Min. 50 computers) for more than two years in atleast one Govt. Deptt./ Public sector undertaking as on date (certificates should be submitted in PROFORMA "F" only).
- \*d) Bidder should have local office with own telephone & fax facility in Jaipur.
- \*e) ROC registration certificate.
- \*f) Sales tax and service tax registration certificate as per condition no.33.
- \*g) Minimum Turn over of Rs. Two Crores (2.00 Cr.) as on 31-03-2015.

**CERTIFICATE**

I/We have carefully read, understood and accepted all the above terms & conditions. No additional conditions will be imposed by us. No conditions of the Bid will be altered/ changed.

Date:

Signature of the Bidder(S)  
alongwith the stamp of the  
firm/company. Also address  
of  
the Local office with phone/  
Fax numbers

**Note:-** \* Should submit necessary documentary proof.

**Annexure-I**

**(To be executed on a Non Judicial Stamp Paper of Rs.-----/-)**

**UNDERTAKING**

This deed of undertaking is executed at Jaipur on this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by M/S \_\_\_\_\_, R/o at \_\_\_\_\_ which shall be deemed to include his heirs, successors, executors and administrators.

Whereas the HCM RIPA has invited Bids for comprehensive maintenance of Computer Hardware and Peripherals and on accepting our Bid, maintenance order No. \_\_\_\_\_ dated \_\_\_\_\_ has been issued to us.

Whereas under the terms & conditions of the Bid we have to furnish an undertaking to maintain all the equipments during the period of contract as mentioned in the maintenance order, accordingly we hereby undertake as follows: -

- (1) That we undertake to follow the terms & conditions of Bid, maintenance order and other instructions issued by HCM RIPA from time to time in this regard.
- (2) That we undertake to maintain all the equipments during the period of contract as per maintenance order.
- (3) That we shall not impose any additional terms & conditions during Annual Maintenance Contract Period.
- (4) That in case of dispute with regard to terms & conditions of the Bid, maintenance order or maintenance of the equipments mentioned at schedule-I, the decision of Director General, HCM RIPA shall be final and acceptable to us.
- (5) That at any stage, if any information, statements, certificates, documents etc., submitted by us, are found false, incorrect, incomplete etc., then our Bid/ order shall be treated as cancelled with immediate effect and our earnest money/security money/due payment shall stand forfeited.
- (6) That the payment schedule mentioned in the maintenance Order/Bid is hereby accepted by us.

**Signature & Official seal of the Bidder**

**Note: 1. No other form of undertaking shall be accepted**

HCM RIPA, JAIPUR

**HCM RIPA**

**T E N D E R F O R M**

**COMPREHENSIVE ANNUAL MAINTENANCE OF COMPUTER HARDWARE AND PERIPHERALS**

**PART - II**

=====  
**FINANCIAL B I D**  
=====

**PART - II**  
**HCM RIPA**  
**JLN Marg, JAIPUR**

**BID FORM FOR FINANCIAL BID**

1. Bid for "COMPREHENSIVE ANNUAL MAINTENANCE of Computer Hardware and Peripherals as per Schedule – I".
2. Name and full postal address of the firm/ company: -

Name of Contact Person \_\_\_\_\_ Designation \_\_\_\_\_

Telephone No. \_\_\_\_\_

Mobile No. \_\_\_\_\_

Fax No. \_\_\_\_\_

E-Mail No. \_\_\_\_\_

3. The offer (quoted AMC charges) is effective from 01.07.15 to 30.06.17 (two years) which may further be extended.

Date:

Signature of the Bidder(S)  
alongwith stamp of the  
firm/company

**Tentative list of equipments to be covered in the AMC and FMS with Parts for  
the year 2015-17**

**Schedule I**

<b>S. No.</b>	<b>Particulars</b>	<b>Make</b>	<b>Tentative Quantity</b>	<b>Unit Price</b>	<b>Amount (Rs.)</b>
<b>A</b>	<b>Computer &amp; Peripherals.</b>				
1	Server	IBM	1		
2	Desktop (AMC + FMS)	P-IV/ i3/i5 (HCL, WIPRO, HP)	95		
3	Desktop (FMS only)*	i5 (HCL/ HP)	41		
4	Note Book (AMC + FMS)	Lenovo, HP, SONY etc	125		
5	Printer Laser Printer	Samsung, HP	45		
6	Printer Color	HP	1		
7	Printer Network	HP	3		
8	Scanner	HP	3		
9	Switch	24, 16, 8 Port	18		
10	Router	CISCO	1		
11	Wifi Access Point	Dlink	5		
<b>B</b>	<b>UPS RS Power</b>				
1	3 KVA	RS Power	2		
2	5 KVA	RS Power	5		
3	10 KVA	RS Power	1		
4	Cost of repairs of UPS (if required)				
*	<b>The number of computer systems at Regional Centres is approx. 100.</b>				

All taxes should be included except Service Tax which is 14.00% at present

\* Computers are still under hardware warranty with the supplier, therefore only FMS is to be provided for these computers

**HCM RIPA, JAIPUR  
TERMS & CONDITIONS OF THE BID**

Bidders should read these conditions and the complete Bid document of technical bid and financial bid carefully and comply strictly while sending their Bids.

1. Bids should be given by those firms/companies who must have experience of minimum 5 years for service of maintenance of computer systems and its peripherals as on 31.03.2015. The turnover of the company/firm should be atleast of Rs.2. Crores (Rs. Two Crores) as on 31.03.2015.
2. The successful Bidder shall maintain the equipment mentioned in the Schedule "I" of the Bid form on the following terms and conditions:
  - 2.1 Bidder shall provide maintenance service from 9.30 a.m. to 6.30 p.m. to keep the machine in good working order. The service shall consist of preventive and corrective maintenance of the computer systems and will include supply and replacement of parts.
  - 2.2 Consumables namely DMP printer heads, Printer cords, Power cable, ribbons, toner and cartridges are not covered under the contract
- Note:** The contract does not cover any application software but the operating system, networking software, utility software, LAN etc. should be treated as part of Contract items and Bidder shall be held responsible for failure of these items.
- 2.3 Bidder shall provide preventive maintenance on monthly basis in the first week of the month.
- 2.4 Bidder shall attend the complaint calls within 4 working hours as mentioned in column 2.1. Complaint calls could be made using any of the following modes of communications - Phone, Fax, Letter/Telegram, E-Mail or in person. Bidder shall provide a complaint number and approximate time for attending the call. Customer should record all such facts in Maintenance register.
- 2.5 **Bidder shall ensure a minimum uptime of 98%. Bidder shall provide a standby system of similar configuration (Acceptable to computer cell in-charge) when the fault is not rectifiable within one day or machine is to be taken out of site for any such repair. For this purpose, no extra cost will be borne by the RIPA on this account. In case standby system is not provided within 2 days, then Rs. 50/- per day per equipment may be charged.**
- 2.6 All spares supplied and replaced (items covered under AMC or not covered under AMC) shall be of the best quality, to the specifications, trade mark laid down for them and in strict accordance with the approved standard samples and in case if any materials of which there are no standard or approved supplies, the supplies shall be of the very best quality and description available in India. The decision of the accepting authority shall be final as to the quality of the spares and shall be binding upon the Bidder and in case any of the articles supplied not being approved and thus shall be liable to be rejected or replaced and any expenses or loss caused to Bidder as a result of rejection or



replacement of spares shall be entirely at the account of the Bidder.

- 2.7 In case spares other than of the approved quality, make or size are supplied they shall be rejected and will have to be replaced within a reasonable time by the Bidder without extra cost. If due to exigencies of public work or public interest such replacement is not possible, the prices of such articles will be reduced suitably. The prices fixed by the RIPA shall be final.
- 2.8 **The Bidder shall invariably furnish complete address to the premises of his office, godown and workshop where inspection can be made together with full name and address of the person who is to be contacted for the purpose.**
- 2.9 The successful Bidder is required to maintain sufficient stock of spares to provide timely services.
- 2.10 **The RIPA is free to make any attachment to the machine and it shall be informed to the Bidder. In case, movement of equipment is felt necessary the Bidder shall provide the service free of cost. RIPA reserves all the rights to upgrade the existing machines, addition/substraction in the total number of equipments under AMC, the proportionate amount would be paid/ deducted accordingly from AMC amount.**
- 2.11 HCM RIPA will provide power supply points for various equipment's. However, it will be the sole responsibility of the Bidder to ensure proper quality of power to all equipment's. The Bidder may point out deficiency, in UPS, CVT etc. before executing contract. RIPA will not be liable to pay any damages on account of power supply and any other environment condition. In case any dispute arises during the contract period, the decision of MD, HCM RIPA shall be final & binding on the Bidder.
- 2.12 Bidder shall record its recommendations (if any) on Customer Call/Service Slip as well as in Maintenance Register. The two records should be signed by the respective representatives.
- 2.13 **The Bidder shall provide services for free installation/re-installation of Software, LAN, cable faults etc. The Bidder shall provide service and technical support on LAN during the tenure of AMC. The complete LAN including LAN cable, Switches, Jack Panels, I/O Box etc. irrespective to nodes at the end shall be maintained by Bidder and also extends the services in terms of labour for laying cables, fault detection in cable of LAN. The Cable & connectors shall be provided by the RIPA, as & when required.**
- 2.14 **The Bidder shall provide virus free LAN & also nodes and be responsible for complete detection and cure of virus at LAN.**

### **3. Earnest Money**

- A. Technical Bid must be accompanied by Earnest Money of Rs. **10,000/- (Ten thousand only)**. Bids submitted without earnest money will not be considered. Earnest money should be deposited in either of the following forms in favour of "Rajasthan Financial RIPA.", JAIPUR.

- i. Demand Drafts/ Bankers Cheque/ Pay Order of the scheduled Banks shall be accepted.
  - ii. No interest will be paid by the RIPA on the Earnest Money
- B. Refund of earnest money:** The earnest money of unsuccessful Bidder shall be refunded soon after final acceptance of Bid.
4. **Forfeiture of earnest money:** The earnest money will be forfeited in the following cases:
- i. When Bidder withdraws or modifies the offer after opening of Bid.
  - ii. When Bidder does not submit the undertaking within the specified time.
  - iii. When the Bidder does not deposit the security money after the maintenance order is given.
  - iv. When he fails to commence the maintenance of items as per maintenance order within the time prescribed.

**5. (1) Undertaking and security deposit:**

- ii. **Successful Bidder will have to submit an undertaking as per the Annexure-I (on non-judicial stamp paper, as applicable, at present Rs. 500/-) within a period of 7 days of receipt of order and deposit security equal to 5% of value of the Bid for which Bids are accepted.**
- ii. The earnest money deposited at the time of Bid will be adjusted towards security amount.
- iii. No Interest will be paid by the RIPA on security money.
- iv. The forms of security money shall be as below: -
  - a. Demand Draft/Bankers Cheque/ Pay Order only of the scheduled Bank/ Bank Guarantee.
- v. The security money shall be refunded after successful expiry of AMC contract.

**5. (2) Forfeiture of Security Deposit:**

- (i) Security amount in full or part may be forfeited in the following cases: -
  - (a) When any terms and conditions of the contract is broken.
  - (b) When the Bidder fails to maintain the equipments satisfactorily.
  - (c) When an undertaking is not submitted within prescribed period.
- (ii) Notice of two weeks time will be given in case of forfeiture of security deposit.

The decision of the RIPA in this regard shall be final.

- 5 (3) The expenses of completing and stamping the undertaking shall be paid by the Bidder.
- 6.(i) Any change in the constitution of the firm etc., shall be notified forth with by the contractor in writing to the Biding authority and such change shall not relieve any former member of the firm, etc., from any liability under the contract.
- (ii) No new partner/partners shall be accepted in the firm by the contractor in respect of the contract unless he/they agree to abide by all its terms, conditions and deposit with the RIPA a written agreement to this effect. The contractors receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient in discharge for any of the purpose of the contract.
- 7. Rate shall be written both in words and figures. There should not be errors and/ or over-writings. Corrections if any, should be made clearly and signed with dates. The rates should be inclusive of all.**
8. The computer cell will maintain a Maintenance Register for the equipments under AMC.
- 9. Contract shall be deemed into force for a period of two years as specified in the maintenance order.**
10. The contract of maintenance can be repudiated at any time if the maintenance is not done to the satisfaction of the RIPA.
11. Remittance Charges on payment made to the firms shall be borne by the Bidder.
12. When the Bidder is unable to provide the maintenance service within the specified period, the RIPA shall be entitled to get the maintenance services from elsewhere without notice to the Bidder, but on his (i.e. Bidder's) account and risk, the maintenance or any spare parts thereof which the Bidder has failed to provide or if not available, the best and nearest available substitute thereof or to cancel the contract, and the Bidder shall be liable for any loss or damage which the RIPA may sustain by reason of such failure on the part of the Bidder. But the Bidder shall not be entitled to any gain on such maintenance service made against default. The recovery of such loss or damage shall be made from any sums occurring to the Bidder under this or any other contract with the Government. If recovery is not possible from the bill and the Bidder fails to pay the loss or damage within one month, the recovery shall be made under the Rajasthan Public Demands Recovery Act 1952 or any other law for the time being in force. While making the risk maintenance, the RIPA may exercise his own discretion and if possible resorted to limited Bid system issuing short term notice irrespective of the valuation of the Bid, in all those cases where orders are cancelled due to non maintenance or supply of spares. This will be treated as a breach of contract and the Intending Officer shall take action accordingly.

**13. No advance payment shall be made. Payment shall be due and payable by the RIPA on behalf of the RIPA on quarterly basis only on the of satisfactory performance provided by the Bidder.**

**14. If the Bidder fails to provide maintenance services, penalty may be imposed by Computer Cell Incharge as per the following: -**

- (a) Rs. 100/- per equipment per day in case of computer, printer, LAN, UPS etc.
- (b) Even standby system is provided but equipment is down for more than 15 days, in such case penalty after 15 days, shall also be applicable as per (a) & (b) above.
- (c) The decision of Competent Authority regarding penalty shall be final & binding on the Bidder.

15. Direct or indirect canvassing on the part of Bidders or their representatives will disqualify their Bids.

16. Order will be placed for two years contract but the service performance of the Bidder shall be reviewed after every six months. In case the services are not satisfactory, HCM RIPA may terminate the AMC agreement and the proportionate amount of AMC shall be reimbursed to the HCM RIPA by Bidder

**17. Rejection:**

(i) Articles not approved during inspection or testing shall be rejected and will have to be replaced by the Bidder at his own cost within the time fixed by the Computer Cell Incharge.

(iii) If, however, due to exigences of RIPA work, such replacement either in whole or in part, is not considered feasible, the Purchase Officer after giving an opportunity to the Bidder of being heard, shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.

18. (i) Bidders must make their own arrangements to obtain import licence, if necessary.

(ii) The RIPA reserves the right to accept any Bid not necessarily the lowest, reject any Bid without assigning any reasons and accept Bid for all or anyone or more of the articles for which Bidder has been given or distribute items of stores to more than one firm/ supplier.

19. The Bidder shall furnish the following documents at the time of submission of an undertaking:

- a. Attested copy of Partnership Deed in case of Partner ship Firms.
- b. Registration Number and year of registration in case partnership firm is registered with registrar of Firms.

- c. Address of residence and office, telephone numbers in case of Sole Proprietorship.
  - d. Registration issued by Registrar of Companies in case of Company.
20. If any dispute arises out of the contract with regard to maintenance, the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to by the Parties to the Director General, HCM RIPA, who will appoint a senior officer of the RIPA as the Sole Arbitrator of the dispute who will not be related to this contract and whose decision shall be final & binding on the Bidder.
21. All legal proceedings, if necessity arises to institute may by any of the parties (RIPA or Bidder) shall have to be lodged in courts situated in Jaipur (Rajasthan) only and not elsewhere.
22. The rates quoted must be filled in prescribed form only and in the schedules I, as attached with the Financial Bid. The quoted rates should be inclusive of all taxes, Levies.

**Advisor (A&M)**

CERTIFICATE

I/We have carefully read, understood and accepted all the above terms & conditions. No additional conditions will be imposed by us. No conditions of the Bid will be altered / changed.

Date:

Signature of the Bidder (S)  
alongwith the stamp of the  
firm/company. Also address  
of  
the Local office with phone/  
Fax numbers

**Annexure-I**

**(To be executed on a Non Judicial Stamp Paper of Rs.-----/-)**

**UNDERTAKING**

This deed of undertaking is executed at Jaipur on this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by M/S \_\_\_\_\_, R/o at \_\_\_\_\_ which shall be deemed to include his heirs, successors, executors and administrators.

Whereas the HCM RIPA has invited Bids for comprehensive maintenance of Computer Hardware and Peripherals and on accepting our Bid, maintenance order No. \_\_\_\_\_ dated \_\_\_\_\_ has been issued to us.

Whereas under the terms & conditions of the Bid we have to furnish an undertaking to maintain all the equipments during the period of contract as mentioned in the maintenance order, accordingly we hereby undertake as follows: -

- (7) That we undertake to follow the terms & conditions of Bid, maintenance order and other instructions issued by HCM RIPA from time to time in this regard.
- (8) That we undertake to maintain all the equipments during the period of contract as per maintenance order.
- (9) That we shall not impose any additional terms & conditions during Annual Maintenance Contract Period.
- (10) That in case of dispute with regard to terms & conditions of the Bid, maintenance order or maintenance of the equipments mentioned at schedule-I, the decision of DG, HCM RIPA shall be final and acceptable to us.
- (11) That at any stage, if any information, statements, certificates, documents etc., submitted by us, are found false, incorrect, incomplete etc., then our Bid/ order shall be treated as cancelled with immediate effect and our earnest money/security money/due payment shall stand forfeited.
- (12) That the payment schedule mentioned in the maintenance Order/Bid is hereby accepted by us.

**Signature & Official seal of the Bidder**

**Note: 1. No other form of undertaking shall be accepted**

**PROFORMA 'A'**

**List of Existing AMC Customers as on date**  
**(Other than Govt. Deptt./ Public Sector Undertaking where maintaining atleast 20 Computers & 10 Printers)**

S. N.	Name of Organization	Location	Contact person & his Telephone	Period of AMC		Type of Equipments maintained						Remarks
				From	To	Computers *			Printers *			
						I-3 I-5 I-7	Pentium -IV	Laptop	Laser	Multi Function al Printer	Networ k Switch	

\* : In numbers.

**Note:-** No other separate sheet shall be accepted, use photo copy of this sheet, if required.

**“Signature & Seal of the Bidder”**

**PROFORMA 'B'**

**List of Existing Technical Manpower engaged Exclusively for AMC**  
**( Minimum 5 Persons )**

S. N.	Name of Persons	Technical Qualification	Institute/ College/ University	Year of passing	Duration of Course	Date of joining the company/ firm	Total experience	Area of Specialisation./ Specify H/W, S/W, LAN/ Networking etc.	Remarks

**Note:-** No other separate sheet shall be accepted, use photo copy of this sheet, if required.

**“Signature & Seal of the Bidder”**



**PROFORMA 'C'**

**List of Inventory available with the firm, as on date**

Sr. No.	Name of Spares/Component	Make	Quantity of Stock Kept in Reserve	Time required to receive supply in case of Shortage	Remarks
1.	Computer				
2.	Monitors (Color/TFTs)				
3.	Printers a) Laser b) Network Laser Printer c) Color Laser Printer d) Multi Functional Printer				
4.	Hubs/ Switch				
5.	Router				
6.	Keyboards				
7.	CD ROM / DVD Drives				
8.	Hard Disk Drive (HDD)				
9.	Mother Boards				
10.	Printer encoder Cable				
11.	Printer Data Cable				
12.	Processors				
13.	Display Cards				
14.	LAN Cards				
15.	IDE Cards				
16.	SMPS				
17.	Specify other components also if any				
18.	UPS				

**Note:-** No other separate sheet shall be accepted, use photo copy of this sheet, if required.

**“Signature & Seal of the Bidder”**

**PROFORMA 'D'**

**History & Descriptive note on the firm**

1. Name of the Company/ Firm :
  
2. Date of Establishment/ formation of the Company/ Firm :
  
3. Name of the Chief Executive Officer (CEO) :
  
4. Experience of the CEO :
  
5. Turnover of the Company (as on -----) (Rs. in Lacs) :
  
6. Details of Man power  
a) Technical :  
b) Non Technical :
  
7. (i) Address of Service Center at Jaipur :  
(ii) Permanent address of the company (Head Office) :
  
8. Major Activities of the Company/ Firm (Specify Sale, Maintenance, Consultancy etc.) :
  
9. List of major Customers along with assignments carried out for them :
  
10. Remarks :

Signature of the Bidder(s)  
along with the stamp of the  
firm/ company

**Note:-** No other separate sheet shall be accepted, use photo copy of this sheet, if required.

**PROFORMA 'E'**

**(On official stationery)**

Date: , 2015

**CERTIFICATE**

I/ We hereby declare that all the information made in various Proforma's of the bid documents, in certificates, annexure, documents etc. are true & complete. At any stage during the bid contract, if any information, statement, certificate etc. is found false, incomplete etc. then my/our bid shall be treated cancelled with immediate effect, and earnest/security money shall stand forfeited.

Signature & Seal of the Bidder

**Note:** No other format of certificate shall be accepted.

**PROFORMA 'F'**

**(On official stationary)**

Date : ,2015

**\* Performance Certificate**

M/s. í is maintaining Computers, printers etc. in our department/organization since í í í í í í í í . The details of the equipments under AMC are as under: -

**1. Total Computers under AMC : Nos.**

- a) Computers (P-IV) : Nos.
- b) Computers in LAN (Specify Novell/NT) : Nos.
- e) I-3, I-5, I-7 & Laptops : Nos.

**2. Total Printers under AMC : Nos.**

- b) Laser Printer : Nos.
- c) Multi Functional Printer : Nos.

**3. Specify other equipments under AMC, if any.**

The Maintenance services provided by M/S í ... has been found satisfactory. The technical capability of M/S í í í í í í í í í í í í í í í . has also been found satisfactory.

This certificate is issued to M/S í í í í í í í í í í í í í í í í í í í .. for applying to HCM RIPA AMC for hardware & peripherals.

Official Seal

Signature  
Name & Designation  
Contact Telephone & Fax number

- \*Note:** - 1. The certificate shall have issued after release of Bid for minimum 150 computers  
2. No other format of certificate shall be accepted.

**PROFORMA 'G'**

**Check list for submission of Technical bid**

Sr. No.	Conditions	Enclosed Yes/ No	Remarks
1.	Earnest Money		
2.	Income Tax Clearance Certificate		
3.	Sales Tax Clearance Certificate		
4.	Sales Tax Registration Number		
5.	Proforma A		
6.	Proforma B		
7.	Proforma C		
8.	Proforma D		
9.	Proforma E		
10.	Balance sheets of the Firm/ Company for the last four years (-----)		
11.	Performance Certificates from Govt. department/ PSU in Proforma F.		
12.	Certificates of Technical education & Experience of manpower engaged in maintenance.		

Signature of the Bidder(s)  
along with the stamp of the  
firm/ company