

# SURVEY OF INDIA



**GUJARAT, DAMAN & DIU, GEO-SPATIAL DATA CENTRE**  
Sir Creek Bhavan, Sector 10 – A, Post Box No. 1, Gandhinagar (Gujarat) –382010

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Tender No. S- 694 /15-J-3

Dated:21-11- 2013.

## **BID DOCUMENT FOR**

### **COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT OF COMPUTERS, LAPTOPS, SERVER AND PRINTERS**

**Last Date of collecting Tenders : 20-12-2013 (1600 Hrs.)**

**Last Date for submission of Bids Date of : 23-12-2013 (1500 Hrs.)**

**Opening of Technical Bids : 23-12-2013 (1600 Hrs.)**

Bid Document No.

Date of Issue : .....

Name of the Firm : .....

**TENDER DOCUMENTS FOR**

*Comprehensive Annual Maintenance Contract for Computers, Laptops, Server and Printers*

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**SECTION-1**  
**NOTICE INVITING TENDER**

# **SURVEY OF INDIA**

**GUJARAT, DAMAN & DIU, GEO-SPATIAL DATA CENTRE**  
Sir Creek Bhavan, Sector 10 – A, Post Box No. 1, Gandhinagar (Gujarat)–382010

## **NOTICE INVITING TENDER**

On the behalf of the President of India, Director, Gujarat, Daman & Diu, Geo-Spatial Data Centre, Survey of India Gandhinagar (Gujarat) invites sealed tenders under two bid system (technical and financial) are invited from firms/ agencies for Comprehensive Annual Maintenance Contract (CAMC) of Computers, Laptops, Server and Printers as per the Bill of Quantities and other terms and conditions given in the Tender Document.

2. Sealed bidding documents under two bid system (technical and financial) duly filled in as per the instructions of the Tender Document should be addressed to the Director, Gujarat, Daman & Diu, Geo-Spatial Data Centre, Survey of India, Sir Creek Bhavan, Sector 10 – A, Post Box No. 1, Gandhinagar (Gujarat)–382010 and must reach **latest by 1500 Hrs. on 23-12-2013.**

3. Tender/ Bid documents may be collected from the Assistant Store Officer, Gujarat, Daman & Diu, Geo-Spatial Data Centre, Survey of India, Sir Creek Bhavan, Sector 10-A, Post Box No. 1, Gandhinagar (Gujarat)-382010 on any working day on or before **20-12-2013** up to **1600 Hrs.** Tender/ Bid document is also available on Survey of India's website [www.surveyofindia.gov.in](http://www.surveyofindia.gov.in). The Technical Bids shall be opened in Director's office of the GD&D GDC, Gandhinagar (Gujarat) on **23-12-2013** at **1600 Hrs.** by the Committee authorized by the Director of the GD&D GDC, Gandhinagar (Gujarat) in the presence of those bidders or their authorized representatives who may wish to be present. The financial bids of only those bidders, whose technical bids are accepted, shall be opened by the Committee authorized for the purpose. The date, time and venue of opening of financial bids shall be intimated to the technically qualified bidders.

4. The Director reserves the right to reject any or all the bids without assigning any reason and the decision of the Director of the GD&D GDC, Gandhinagar (Gujarat) shall be final and binding.

**(R. K. MEENA)**

**Director**

Tel. No. (079) 23238469

**SECTION-2**

**TECHNICAL PROPOSAL  
SUBMISSION FORM**

# TECHNICAL PROPOSAL SUBMISSION FORM

## LETTER OF BID

To

The Director  
Gujarat, Daman & Diu, Geo-Spatial Data Centre,  
Survey of India,  
Sir Creek Bhavan, Sector 10 – A,  
Gandhinagar (Gujarat) –382010

Ref: Invitation for Bid No. **TENDER NO.**

**Dated** , 2013

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders.
2. We offer to undertake the Comprehensive Annual Maintenance Contract in respect of all the Computers, Laptops, Server and Printers as per the Bill of Quantities and other terms and conditions of your office in conformity with the Bidding Documents.
3. Our bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. If our bid is accepted, we commit to submit a performance security in accordance with the Bidding Documents.
5. The rates quoted by us are valid and binding upon us for the entire period of contract and it is certified that the rates quoted are the lowest rates as quoted in any other institution in India.
6. We also declare that Government of India or any other Government body has not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
7. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.

Yours faithfully,

Authorized Signatory

(Authorized person shall attach a copy of authorization for signing on behalf of Bidding company)

Full Name and Designation

*(To be printed on Bidder's letterhead)*

**ANNEXURE-I**

## GENERAL INFORMATION ABOUT THE COMPANY/ FIRM

(To be filled along with the Technical Bid)

1.	Name of the Company/Firm	:	
2.	Address of the Company/ Firm	:	
	(a) Postal		
	(b) Telephone/Fax Nos.	:	
	(c) E-mail	:	
	(d) Website address, if any	:	
3.	Type of the Company/ Firm (Individual / Partnership / Pvt. Ltd.)	:	
4.	Owner/ Partners of the Company/ Firm	:	
5.	Year of establishment of the Company/ firm in the business of maintenance of Computers, Laptops, Server and Printers	:	
6.	Whether the company/Firm is a authorized service provider of HP Products? ( Please attach authorization certificate)	:	
7.	Details of Service Centre(s) [ Address / Telephone No./ Mobile No. / email / contact Person]	:	
8.	(a) PAN No.	:	
	(b) service Tax No.	:	
	(c) Sales Tax Regd No.	:	
	(d) VAT	:	
	(e) ESIC Regd. No.	:	
9.	Has the Company/ firm ever been blacklisted	:	

**Signature of bidder with stamp of  
The Company/ Firm**

**TECHNICAL EXPERTISE, EXPERIENCE AND FINANCIAL STATUS OF  
THE COMPANY/ FIRM  
(To be submitted along with Technical Bid)**

**[A] TECHNICAL EXPERTISE**

- (1) Total staff strength of the Company / Firm on its payroll
- (a) Regular :
- (b) Temporary / Ad-hoc :
- (2) Total strength of Engineers / technical personnel in the company / Firm on its payroll employed ( please attach list indicating Name, Qualification, Designation, Duties assigned, since when employed) for carrying out maintenance jobs of Computers, Laptops, Server and Printers etc
- (a) Regular :
- (b) Temporary / Ad-hoc :

**[B] EXPERIENCE IN THE FIELD OF MAINTENANCE OF COMPUTERS/ LAPTOPS/ SERVER/ PRINTERS**

- (1) For how long the Company/ Firm has been undertaking maintenance jobs of Computers, Laptops, Server and Printers :
- (2) Details of maintenance jobs executed / under execution since 1<sup>st</sup> April, 2008 indicating the name of the organization / period of AMC contract/ value of AMC/ size (numbers) of the AMC (copies to be attached) :

**[C] FINANCIAL STATUS**

	<u>Year</u>	<u>Turnover</u>	<u>Turnover of mtce.jobs</u>
(1) Annual turnover of the Company/ Firm during the years 2010-11, 2011-12, 2012-13 indicating the component of turnover of maintenance jobs (please attach copy of Balance Sheet)	2010-11 2011-12 2012-13		
	<u>Year</u>	<u>PBT</u>	<u>PAT</u>
(2) Profit/ loss (before and after tax) of the Company/ Firm during the years 2010-11, 2011-12, 2012-13 (please attach copy of P/L Account)	2010-11 2011-12 2012-13		

**Signature of bidder with stamp of Company/ Firm**

**[Note: - Scoring parameters of technical bid given on next page]**



**SCORING PAARAMETERS OF INFORMATION FURNISHED IN ANNEXURE-II**

<b>Sl. No.</b>	<b>Parameter</b>	<b>Points</b>
<b>1.</b>	<b>Authorized Service Provider of HP Products / DELL Products (on the basis of valid authorized certificate from HP / DELL )</b>	<b>40</b>
<b>2.</b>	<b>Experience in providing after sales maintenance service of Computers, Laptops, Server and Printers</b>	<b>20</b>
	(a) Less than one year	05
	(b) 01 year or more but less than 03 years	10
	(c) 03 years or more but less than 05 years	15
	(d) 05 years or more	20
<b>3.</b>	<b>No. of technical staff engaged in the Company/ Firm</b>	<b>15</b>
	(a) Up to 05	03
	(b) 05 – 10	07
	(c) 11 – 20	10
	(d) More than 20	15
<b>4.</b>	<b>No. of Ministries/ Departments/ PSUs/ Autonomous Bodies in which the company / Firm has maintenance contract of Computers, Laptops, Server and Printers</b>	<b>15</b>
	(a) 01	03
	(b) 02	07
	(c) 03 – 05	10
	(d) More than 05	15
<b>5.</b>	<b>Financial status of the Company/ Firm</b>	<b>10</b>
	(a) Annual Turnover of more than Rs. 10 lakhs but less than Rs.15 lakhs (without loss during the last 03 years )	05
	(b) Annual Turnover of Rs.15 - 25 lakhs (without loss during the last 03 years )	07
	(c) Annual Turnover of more than Rs. 25 lakhs (without loss during the last 03 years )	10

**Note:- Minimum qualifying marks will be 70 %**

## **SECTION-3**

# **INSTRUCTIONS TO THE BIDDERS**

## INSTRUCTIONS TO THE BIDDERS

### 1. GENERAL INSTRUCTIONS

- 1.1 The invitation for bids is open to all Service Dealers in Ahmedabad/Gandhinagar (Gujarat) for the work of Comprehensive Annual Maintenance Contract of Computers, Laptops, Server and Printers.  
While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained
- 1.2 Each page of the Bid documents must be stamped and signed by the person or persons submitting the Tender in token of his/their having acquainted himself/ themselves and accepted the entire tender documents including various conditions of contract. Any Bid with any of the Documents not so signed is liable to be rejected at the discretion of the Client.  
**NO PAGE SHOULD BE REMOVED/ DETACHED FROM THIS BIDDING DOCUMENT.**
- 1.3 The bidder shall attach the copy of the authorization letter / power of Attorney as the proof of authorization for signing on behalf of the Bidder.
- 1.4 All Bidders are hereby explicitly informed that conditional offers or offers with deviation(s) from the conditions of contract, the bids not meeting the minimum eligibility criteria set out here below or any other requirements stipulated in the tender documents are **liable to be rejected**.
- 1.5 The parties to the Bid shall be the 'Bidders'(to whom the work has been awarded) and the Director Gujarat, Daman & Diu, Geo-Spatial Data Centre, Survey of India , Gandhinagar (Gujarat).
- 1.6 For all purposes of the contract including arbitration there under, the address of the bidder mentioned in the bid shall be final unless the bidder notifies a change of address by a separate letter sent by registered post with acknowledgement due to the Director, Gujarat, Daman & Diu, Geo-Spatial Data Centre, Survey of India Gandhinagar (Gujarat).The bidder shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.
- 1.7 The tentative cost of work is approximately less than Rupees one lakh only per year. However, no guarantee can be given on this account and the actual work order cost may vary based on the actual requirements.

### 2. MINIMUM ELIGIBILITY CRITERIA

- 2.1 The Bidder shall necessarily be a legally valid entity. Attested copies of Sales Tax Registration, VAT Registration, Service Tax Registration issued by the VAT Tax Department shall only be acceptable in proof of the Bidder being a legally valid entity. The Bidder should be registered with the Income Tax Department. In proof of it, an attested copy of PAN will be acceptable.
- 2.2 The Bidder Firm/company should have enough (not less than six) technical personnel on its pay roll possessing sound exposure and experience in the maintenance of computer, laptops, Server and printers and other such equipment's of moderate capacity (to be mentioned in ANNEXURE-II of Section-2 of Tender Document).
- 2.3 The Bidder should have at least five years' experience in the maintenance of Computers ,Laptops, Servers and Printers with a minimum experience of past three consecutive years in the similar field in Government Departments/ Public Sector Undertakings/ Autonomous Bodies/ Other Big Private Sector Organizations (to be mentioned in ANNEXURE-II of Section-2 of Tender Document along with proof in support).

- 2.4 The Bidder's Firm/ Company should be of sound financial standing (not less than turnover of Rupees ten lakh) and should not have suffered loss during the last three years (to be mentioned in ANNEXURE-II of Section-2 of Tender Document attaching copies of Balance Sheet and Profit & Loss Account for the last three years).
- 2.5 The Bidder's Firm/ Company should not have ever been blacklisted on any score by any Government Department/ Public Sector Undertaking/ Autonomous Body/ Private Sector Organization (to be mentioned in ANNEXURE-I of Section-2 of Tender Document). Any information in this regard subsequently found to be incorrect after submission of the bid or award of the contract will entail rejection of the bid or cancellation of the contract as the case may be.

### **3. VALIDITY OF BIDS**

- 3.1 Bids shall remain valid and open for acceptance for a period of **120 days** from the last date of submission of Bids.
- 3.2 In case Client calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.
- 3.3 The Client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.

### **4. PREPARATION OF BIDS**

- 4.1. **Technical Bid:** Technical Bid should be prepared as per the instructions given in the Tender Document along with all following required information and documents in support of the minimum eligibility criteria:
- a. Letter of Bid as given in Section -2 of the Tender Document duly signed and printed on Company's letterhead
  - b. Particulars of technical expertise, experience and financial status of the Company/ Firm duly filled and signed in the Form given at ANNEXURE-II of Section-2 of the Tender Document.
  - c. General Information about the Company/ Firm duly filled and signed in the Form given at ANNEXURE-I of Section-2 of the Tender Document.
  - d. Tender Document signed and stamped on each page.
  - e. All attested supporting document in proof of having fully adhered to minimum eligibility criteria as referred to clauses 2.1 to 2.5 above.

The Technical Bid should then be kept in a separate sealed envelope, super scribed as "Technical Bid for Tender No. \_\_\_\_\_ dated / /2013", with the name and address of the Bidder.

- 4.2 **Financial Bid:** Bidder should prepare the financial bid in the Price Schedule (Form given in Section 7 of the Tender Document) on the following conditions:
- (i) The financial bid shall indicate the Unit prices for each and every item indicated in the specifications.
  - (ii) Prices quoted by the bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price, quotation will be treated as non-responsive and will be rejected.
  - (iii) All prices and other information like discount, etc., having a bearing on the price shall be written both in figures and words in the prescribed offer form. If there is discrepancy between the price/information quoted in words and figures, whichever is the higher of the two shall be taken as the bid price.

Then the financial bid should be kept in a separate sealed envelope, superscripted "financial Bid for Tender No. \_\_\_\_\_ dated / /2013 with the name and address of the Bidder.

## 5. SUBMISSION OF BIDS

- 5.1 The Bidder shall submit both the sealed envelopes containing Technical and Financial Bids in a separate sealed envelope super scribing “AMC of Computers, Laptops, Server and Printers”.
- 5.2 The bid shall be submitted not later than **1500 Hrs.** of **23-12-2013** addressed to Director, Gujarat, Daman & Diu, Geo-Spatial Data Centre, Survey of India, Sir Creek Bhavan, Sector 10 – A, Post Box No. 1, Gandhinagar (Gujarat) –382010
- 5.3 Bidders sending their bids through courier/ post should ensure that their bids are received on the said address by the stipulated date and time. No time extension for couriers/ posts shall be granted. Fax or facsimile bids will be rejected.
- 5.4 Bids must be received in the office at the address specified above not later than the date and time stipulated in the notification. No bid shall be accepted after the aforesaid date and time. However, the competent authority of the Gujarat, Daman & Diu, Geo-Spatial Data Centre, Survey of India, Gandhinagar reserves the right to extend the date/time for receipts of bids before opening of the Technical Bids. In the event of the specified date for submission of bids being declared a holiday, the bids will be received up to the specified time on the next working day.

## 6. BID OPENING PROCEDURE

- 6.1 The Technical Bids shall be opened in the Chamber of Director, Gujarat, Daman & Diu, Geo-Spatial Data Centre, Survey of India, Gandhinagar (Gujarat) on **09-12-2013** at **1600 Hrs** by the committee authorized by the competent authority in the presence of such bidders or their authorized representative who may wish to be present.
- 6.2 The financial bids of only those bidders, whose technical bids are accepted, shall be opened by the Committee authorized for this purpose. The date, time and venue of opening of the financial bids shall be intimated to the technically qualified bidders.
- 6.3 A letter of authorization shall be submitted by the bidder’s representatives before **opening** of the bids.
- 6.4 Absence of bidder or their representative shall not impair the legality of the opening procedure.
- 6.5 Refusal to sign the bid envelop by the bidder or his representative may disqualify his bid based on the decision of the Tender Opening Committee.

## 7. TECHNICAL BID EVALUATION

- 7.1 The technical bids shall be evaluated on the basis of available documents submitted by the bidder. During the examination, evaluation, comparison of the bids and qualification of the bidders, the Client may, at its discretion, ask any bidder for a clarification on his bid and the supporting documents. Any clarification submitted by a bidder that is not in response to a request by the Client shall not be considered. The Client’s request for clarification and the response shall be in writing.
- 7.2 If a bidder does not provide requisite **clarifications** on its bid by the date and time set in the Client’s request for clarification, its bid may be rejected.
- 7.3 The Client shall follow segregated (two) bid evaluation system where the technical bid and financial bid shall be evaluated separately.
- 7.4 The evaluation of technical bid shall be based on the following:
  - (i) The responsiveness of the bid i.e receipts of dully filled, signed and accepted bid documents in the prescribed format complete in all respect including authorization letter.
  - (ii) Documents in proof of meeting minimum eligibility criteria.
  - (iii) Any other documents as required to support the responsiveness of the bidder as

per tender.

- 7.5 A substantially responsive bidder shall be one that meets the requirements of the bidding document in totality. The technical bid not meeting the minimum requirements as per the tender documents shall be rejected.
- 7.6 The bidder who qualifies in the technical evaluation stage shall only be called for opening of financial bids. The Client shall intimate the bidders the time and venue for the opening of financial bid.

## **8. FINANCIAL BID OPENING PROCEDURE**

- 8.1 The financial bids of all the technically qualified bidders shall be opened on the appointed date and time in the presence of the qualified bidders/ their authorized representatives who choose to be present at the time of opening of the financial bids.
- 8.2 All the qualified bidders/ authorized representatives present at the time of opening of the financial bids shall be asked to sign on all the sealed envelopes containing the financial bids.
- 8.3 Any bidder objecting to the same shall be disqualified.
- 8.4 Absence of bidder or their representative shall not impair the legality of the opening procedure.
- 8.5 The financial bid price told at the time of opening of financial bids would be treated as final only after detailed scrutiny/ correction of arithmetical error, if any, in the financial bids.
- 8.6 Mere becoming the lowest bidder, prior to financial bid scrutiny, will not give any right to the lowest bidder to claim that he/ she is successful in the bidding process.

## **9. EVALUATION OF FINANCIAL BIDS**

- 9.1 If there is a discrepancy between the unit price and the total price obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. In the event of the vendor not accepting the correction of errors, his/ her bid will be rejected.
- 9.2 If there is a discrepancy between words and figures, the amount in words will prevail.

## **10. DETERMINATION OF THE SUCCESSFUL BIDDERS**

- 10.1 The Bidder with the lowest prices in all the categories shall be treated as L-1 Bidder
- 10.2 In case no bidder has quoted lowest prices in all the categories then the Bidder with Lowest Prices in more than half categories of Price Schedule, shall be treated as L-1 Bidder and that L-1 Bidder shall be asked to match the prices of the remaining categories with the other lowest prices.
- 10.3 In case two different bidders have quoted lowest prices in two categories each (as per the Price Schedule), then both the bidders shall be asked to match the lowest prices in other category. And then the Bidder with the total lowest cost shall be treated as L-1 Bidder.

## **11. RIGHT OF ACCEPTANCE:**

- 11.1 Director GD&D GDC, Survey of India Gandhinagar (Gujarat) reserves all rights to reject any bids including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bids. The decision of the Director of the GD&D GDC, Survey of India Gandhinagar (Gujarat) in this regard shall be final and binding.
- 11.2 Any failure on the part of the bidder to observe the prescribed procedure and any

- attempt to canvass for the work shall render the bidder's bids liable for rejection.
- 11.3 Director, GD&D GDC, Survey of India, Gandhinagar (Gujarat) reserves the right to award any or part or full contract to any successful bidder at his discretion and this will be binding on the bidders.
- 11.4 In case of failure to comply with the provisions of the terms and conditions mentioned, by the bidder that has been awarded the contract, Director, GD&D GDC, Survey of India, Gandhinagar (Gujarat) reserves the right to award the contract to the next higher bidder or any other outside agency and the difference of price shall be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the bidders.
- 11.5 Director, GD&D GDC, Survey of India, Gandhinagar (Gujarat) may terminate the contract if it is found that the bidder to whom the work has been awarded is black listed on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertaking etc.

## 12. NOTIFICATION OF AWARD BY ISSUANCE OF 'LETTER OF ACCEPTANCE

- 12.1 After determining the successful bidder(s), Client shall issue a Letter of Acceptance (LoA), in duplicate, to the qualified L-1 bidder, about the acceptance of their bid and their quoted/ agreed prices, who will return one copy to Client duly acknowledged, accepted and signed by the authorized signatory, within **Three (3) days** of receipt of the same by them/ him.
- 12.2 The issuance of the Letter of Acceptance to the bidder shall constitute an integral part and it will constitute formation of the contract.

## 13. CORRUPT OR FRAUDULENT PRACTICES

- 13.1 The contractors shall observe the highest standard of ethics during the procurement and execution of the contract.
- 13.2 Director GD&D GDC shall reject a proposal for CAMC of Computers, Laptops, Server and Printers if it is found that the Bidder has engaged in corrupt or fraudulent practice in competing for contract in question.
- 13.3 Director GD&D GDC will declare a firm ineligible / black-list, either indefinitely or for a stated period of time, if he at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for this bid, or in executing the contract.

## 14. MISCELLANEOUS

- 14.1 It will be imperative on each bidder to fully acquaint themselves of all the local conditions and factors which would have effect on the performance of the work and its cost.
- 14.2 During the validity of this bid or during the extended period, if any, if the bidder provides the same or equivalent services to any other Department/Organization in India at a price lower than the price fixed for GD&D GDC, the bidder shall automatically pass on the benefits to GD&D GDC, failing which the contract is liable to be terminated and the contractor is liable to be black-listed.
- 14.3 The bidder is advised to visit and examine the machines to be put under CAMC and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into a contract for execution of the works. The costs of visiting the GD&D GDC shall be at the bidder's own expense. The intending bidder may visit the GD&D GDC on any working day between 11:00 a.m. to 01:00 p.m. and 02:30 p.m. to 04:30 p.m. by contacting Assistant Stores Officer.

## **SECTION-4**

# **GENERAL CONDITIONS OF CONTRACT (GCC)**



## 1. DEFINITIONS

### 1.1 General

In this contract including the Schedules, the following words and expressions shall (unless the context requires otherwise) have the meaning assigned to them in this Schedule:

- (a) Agreement : The word “Agreement” and “Contract” has been used interchangeably.
- (b) Client : Director, Gujarat, Daman & Diu, Geo-Spatial Data Centre, Gandhinagar(Gujarat)
- (c) Party : The word “party” means the Successful Bidder to whom the work order for CAMC of Computers, Laptops, Server and Printers has been awarded.
- (d) Letter of Acceptance : Shall mean the intent of the Client to engage the successful bidder for CAMC of Computers, Laptops, Server and Printers work,
- (e) Termination Date : Shall mean the date specified in the notice of termination given by either party to the other party, from which the contract shall stand terminated.
- (f) Termination Notice : Shall mean the notice of Termination given by either Party to the other Party
- (g) Contractor : Shall mean the successful bidder(s) who have been selected by the client for the work of CAMC of Computers, Laptops, Server and Printers.

### 1.2 CONFIDENTIALITY

The Contractor shall take all precautions not to disclose, divulge and / or disseminate to any third party any confidential information, proprietary information on the Client’s business. The obligation is not limited to any scope and the Contractor shall be held responsible in case of breach of the confidentiality of Client’s information.

## 3. SIGNING OF CONTRACT AGREEMENT

- 3.1 The successful Bidders shall enter into contract and shall execute and sign the Contract Agreement in accordance with the Articles of Agreement.
- 3.2 Survey of India Gandhinagar (Gujarat) shall prepare the draft Articles of Agreement in the pro-forma included in this document, duly incorporating all the terms of agreement between the two parties and send the same in duplicate to the successful Bidder for their concurrence.
- 3.3 The successful Bidder shall return the duly concurred copies of the draft Articles of Agreement within **Two (2) days** of receipt of the draft Articles of Agreement from GD&D GDC duly printed on the correct amount of stamp paper, duly adjudicated by the registrar of stamps where the contract is proposed to be executed.
- 3.4 The Director of the GD&D GDC shall sign the Contract agreement and return a copy of the same to the successful bidder.

## 4. SERVICES REQUIRED BY THE CLIENT

- 4.1 The Contractor (successful bidder) shall be providing the comprehensive AMC service for maintaining all the Computers, Laptops, Server and Printers as per the details and terms and conditions specified herein in the tender document.
- 4.2 The Client shall pay charges as agreed between the Client and the Contractor at the time of bidding process. A schedule of charges shall be annexed to the Articles of Agreement after finalizing the amount at the conclusion of bidding process.

## **5. COMMENCEMENT OF SERVICES**

The Contract shall become legally binding and in force only upon:

- 5.1 After issuance of Letter of Acceptance (LoA) by the Client to the successful bidder.
- 5.2 After entering into Contract Agreement in accordance with the Articles of Agreement.

## **6. CONDITIONS OF CONTRACT**

- 6.1 The Contractor shall be required to depute one qualified Engineer/ Technical Person regularly on a daily basis in the Client's premises during the currency of the contract. The prices quoted by the Contractor in the bid shall be inclusive of the Engineer's/ Technician's charges.
- 6.2 It shall be the duty of the Contractor/ Engineer to attend the complaints on the spot of the respective equipment. Usually the Engineer shall work in this office during office hours for five (5) working days in a week except Saturday and Sunday. However, he shall also attend office on Saturdays, Sundays and holidays and work beyond office hours in case the situation warrants so. Suitable substitute will be provided immediately by the Contractor in case regular Engineer proceeds on leave or absent failing which an amount of Rs. 500/-per day will be deducted from the quarterly bill submitted by the Contractor.
- 6.3 If the Contractor fails to execute the job within the stipulated time or leaves the job incomplete or refuses to complete the work or takes more time than the schedule fixed then the Contractor will be liable to be penalized. The Client reserves the right to impose a penalty at his discretion from 1% to a maximum of 10% of the order value. In such cases, Client reserves the right to the termination of the contract without any advance notice and the firm will be black-listed.
- 6.4 CAMC bills will be accepted and admitted only after satisfactory completion of the quarter.
- 6.5 The Contractor entrusted with Client's CAMC shall execute the work in the most business-like manner maintaining optimum and high standards in all respects, without any compromise at any stage of execution.
- 6.6 The Contractor shall inspect all the equipments as specified in Schedule of Works and Requirements before taking over their maintenance under the Maintenance Contract, and any missing/ non-functional part(s) listed out and brought to the notice of the undersigned within 7 days of the acceptance of maintenance contract, failing which the Contractor shall be deemed to have taken over the equipments of this office in perfectly working condition. The Contractor shall hand over the equipments of this office in working condition on the expiry of the Contract.
- 6.7 The damage caused, if any, either to the equipments or to any other property of the GD&D GDC through negligence or otherwise by the Contractor or his employees, shall be the responsibility of the Contractor. The financial or any other loss suffered by the GD&D GDC on this account shall be made good by the Contractor and decision of the Client in this context shall be binding on the Contractor.
- 6.8 If the Contractor fails to cope with the workload or does not render satisfactory services, the Contractor shall be charged with the penalties as specified herein the tender document.
- 6.9 The Contractor shall execute and maintain the equipments of the Client in accordance with the Scope of Work and Schedule of Requirements specified in Section 6 of the Tender Document.
- 6.10 In addition any and all other guarantee mentioned in the contract, the contractor guarantees that the entire work will be done in a satisfactory manner and free from any defects in workmanship and finish and in conformity in all respects with the specifications and directions. The contractor also undertakes to repair or replace as the case may be at his own cost and risk any part of the work which may develop any defects due to bad workmanship or otherwise due to the fault of the contractor.
- 6.11 The contractor shall not be entitled to cartage and incidental charges and shall make his own arrangements at his own cost for the storage at Client's premises.
- 6.12 The Contract shall be comprehensive and it shall include works on account of all repair and maintenance and replacement of all spares / parts for all the equipments as listed in the Schedule of Requirements.

## **7. CONTRACTOR'S LIABILITY**

- 7.1 The Contractor shall completely indemnify and hold harmless the Client and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the Contractor or any of its employees engaged in the provision of providing the required services.
- 7.2 The Contractor shall not Sub-Contract, transfer or assign the contract or any other part thereof to any other Contractor during the currency of the Contract. In the event of the contractor contravening this condition, Client shall be entitled to place the contract elsewhere on the contractors risk and cost and the contractor shall be liable for any loss or damage, which the Client may sustain in consequence or arising out of such replacing of the contract.

## **8. VALIDITY OF CONTRACT**

The contract shall be valid initially for a period of one year from the date of award subject to continuous satisfactory performance. However, on failure on this aspect by the contractor, the Client shall have the right to terminate the contract forthwith in addition to forfeiting the security amount deposited by the contractor and initiating administrative actions for black listing solely at the discretion of the Director of the office of the Client. The initial period of one year can be further extended, subject to satisfactory services at the sole discretion of the office of the Client.

## **9. PAYMENTS**

- 9.1 A price schedule shall be annexed to the Articles of Agreement according to which all payments shall be made to the Contractors by the Client for the CAMC services.
- 9.2 The prices in the Price Schedule shall be exclusive of Sales Tax / VAT and the same shall be charged in addition to the applicable rate.
- 9.3 Quarterly payments shall be made to the Contractor after rendering satisfactory services. The Contractor shall raise invoice at the end of each quarter and the Client shall make all endeavor to make payments within 20-25 days from the date of the receipt of the invoice to the Contractor.
- 9.4 Prices shall be valid for a period of one year and a brief period of extension, if necessitated by administrative exigencies. No increase in the prices shall be entertained during the currency of the contract including the extended period, if any.
- 9.5 After expiry of the initial period of the Contract of one year and a brief period of extension, if any, if the Contract is renewed by the Client, the cost shall be decided mutually by both the parties.
- 9.6 In addition to the Contract payments, the Client shall pay for any additional services as required by the Client, which are not specified in the *Price Schedule*.
- 9.7 All payments shall be made in Indian Currency by means of an Account Payee Cheque.
- 9.8 Client shall be entitled to deduct in accordance with Applicable Law, Income Tax, Service Tax or withholding tax or other deductions (as the case may be), from any payments made to the Contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor. Client shall provide a certificate certifying the deduction so made.
- 9.9 No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.

## **10. FORCE MAJEURE - OBLIGATIONS OF THE PARTIES**

- 10.1 "Force Majeure " shall mean any event beyond the control of Client or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:
- (i) War, hostilities, invasion, act of foreign enemy and civil war;
  - (ii) Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
  - (iii) Strike, sabotage, unlawful lockout, epidemics, quarantine and plague;
  - (iv) Earthquake, fire, flood or cyclone, or other natural disaster.

As soon as reasonably practicable but no more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, an Affected Party shall notify the other Party of the event of Force Majeure setting out, inter alia, the following in reasonable detail:

- (a) the date of commencement of the event of Force Majeure;
- (b) the nature and extent of the event of Force Majeure;
- (c) the estimated Force Majeure Period,
- (d) reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the Contract is affected by the Force Majeure.
- (e) the measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.
- (f) any other relevant information concerning the Force Majeure and /or the rights and obligations of the Parties under the Contract.

## **11. GOVERNING LAWS AND SETTLEMENT OF DISPUTE**

- 11.1 Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this Contract) arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the Authorized Representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid within a period of 30 days, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the parties in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and rules made there under including any modifications, amendments and future enactments thereto. The venue for the Arbitration will be Gandhinagar (Gujarat), Gujarat and the decision of the arbitrator shall be final and binding on the parties.
- 11.2 **Jurisdiction of Court :** This Contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the courts in Ahemdabad / Gandhinagar(Gujarat).

## **12. TERMINATION**

This Contract may be terminated forthwith by either party by giving written notice to the other if:

- 12.1 The other party is in material breach of its obligations under this Agreement and, in the case of such breaches capable of being remedied, fails to remedy that breach within thirty days of receiving notice of such breach; or
- 12.2 The Contract may be terminated forthwith by the Client by giving written notice to the Contractor, if :
  - 12.2.1 In case of breach of any of terms and conditions of the Contract by the Contractor, the Competent Authority of the Client shall have the right to cancel the Contract without assigning any reason thereof, and nothing will be payable by the Client.
  - 12.2.2 If the Contractor does not provide the required services satisfactorily as per the requirements of the Client or / and as per the Bill of Quantities / Schedule of Requirements
  - 12.2.3 If the Contractor goes bankrupt and becomes insolvent.

## **13. DISCLAIMER**

The relatives / near relatives of employees of the Client are prohibited from participation in this bid. The near relatives for this purpose are defined as:

- (a) Members of a Hindu Undivided Family.
- (b) Their husband or wife.

- (c) The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law)

#### **14. INSOLVENCY**

14.1 The Director of the GD&D GDC, Survey of India, Gandhinagar (Gujarat) may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:-

- (i) If the contractor being an individual or if firm, any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or
- (ii) If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver of Manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager.
- (iii) If the contractor commits any breach of this contract not herein specifically proved for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also that the contractor shall be liable to pay the purchaser for any extra expenditure, he is thereby put to but shall not be entitled to any gain on repurchased.

#### **15. CURRENCIES OF BID AND PAYMENTS**

15.1 The Bidder shall submit his price bid / offer in Indian Rupees and payments under this contract will be made in Indian Rupees.

## **SECTION-5**

### **SPECIAL CONDITIONS OF CONTRACT (SCC)**

## **1. GENERAL**

- 1.0 Special conditions of contract shall be read in conjunction with the general conditions of contract, Schedule of Requirements and any other document forming part of this contract wherever the context so requires.
- 1.1. Notwithstanding the sub-division of the document into these separate sections and volumes, every part of each shall be deemed to be supplementary of every other part and shall be read with and into the contract so far as it may be practicable to do so.
- 1.2. Where, it is mentioned in the Schedule of Requirements that the contractor shall perform certain work for completing the job in totality or provide certain facilities, it is understood that the contractor shall do so at his own cost and the contract price shall be deemed to have included cost of such performances and provisions, so mentioned.
- 1.3 The intending bidders shall be deemed to have visited the site and gone through the GCC. Non-familiarity with site conditions and unawareness of GCC shall in no way be considered a reason for any extra claim or for not carrying out the work in strict conformity with the Schedule of Requirements.
- 1.4 The Contractor shall provide mandatorily an e-mail account while bidding for lodging complaints.
- 1.5 The Contractor shall be responsible for payment of wages/settlement of dues with worker engaged by the Contractor as per prevailing labour/wage laws and this office shall not be a party to any dispute between the Contractor and workers.
- 1.6 The Contractor shall arrange to get the character and antecedents of workers verified from Police authorities before their deployment and their full particulars shall be furnished to this office for the purpose of entry passes. Entry passes will be issued by the office on production of Identity cards issued by the Contractor to his workers.

## **2. SCOPE OF WORK**

As mentioned in Section6 – Schedule of Work and Requirements.

## **3. CONTRACTOR'S SCOPE OF SUPPLY**

All material, spares, manpower, consumables, tools & tackles, transportation of manpower and material to various sites required for the completion of the work are in the scope of the contractor.

- 3.1 The contractor will keep adequate quantity of spares for immediate repairs and will replenish the same from time to time as per requirement. The contractor will supply, repair / replace all the spare parts during the currency of the contract as mentioned in the scope of work and as per guidelines of Client or his authorized representative.
- 3.2 The contractor will attend to the complaints and breakdowns promptly at these locations as and when intimated by the Client through email/fax/telephone.
- 3.3 The contractor should have all requisite service facilities at their work centers for carrying out such works and a contact telephone number for attending to urgent repairs.

## **4. MOBILIZATION ADVANCE**

- 4.1. No Mobilization advance is payable to the contractor under this contract

## **5. NO DAMAGE TO INSTALLATIONS & ADJACENT LAND**

- 5.1. Contractor shall ensure that during the progress of the work no damage shall occur to installations/equipment due to any reason, if so happens, contractor shall have to repair/replace the same at his own risk and cost. The decision of Client shall be final and binding on the contractor in this case.



## **6. SAFETY PRACTICES**

- 6.1. Contractor shall positively observe all safety measures required to be undertaken for safety of persons, labours, public and properties at work site/ plant premises / residential premises/ public places.

## **7. INSURANCE & LIABILITIES**

- 7.1 The contractor shall agree to and accept full and exclusive liability for the compliance with all obligations imposed and further agrees to defend, indemnify and hold owner harmless for any liability or penalty which may be imposed by the Central, State or local authority also from all claims, suits or proceedings that may be brought against the owner arising under growing out of or by reason of the work provided for by this contract whether brought by employees of the contract or by third parties or any central government, state government or local authority for the following Act(s) and liability(ies).
1. Employees State Insurance Act.
  2. Workmen Compensation & Employers Liability Insurance.
  3. Any other insurance required under law or regulations.
  4. Accident or injury to workmen.
  5. Damages to Client's property or to any person or any third party.
- 7.2 The contractor shall indemnify and keep the owner harmless of all claims, damages or compensation payable at law in respect or in consequence of any accident or damages arising under or by reason of this agreement or execution of contract.

## **8. COMPENSATION FOR DELAY (LIQUIDATED DAMAGES)**

- 8.1 Time is the essence of the Contractor. In case the Contractor fails to complete the work within the stipulated period, as defined by the Client, unless such failure is due to Force Majure or due to Owner's defaults, the Contractor shall pay to the Owner, by way of compensation for delay and not as penalty, a sum to be calculated as per details given below:
- 8.2 If the contractor fails to mobilize at site / report for work within a period of one week, the liquidated damages will be computed @ 0.5 % for the delay per week or part thereof subject to a maximum of 5% (Five percent) of the value of contract.
- 8.3 If monthly/ half yearly servicing/ breakdowns had not been completed within the time period of the activity, the liquidated damages will be computed @ 1% of the corresponding rate in the Contract for the delay per week or part thereof subject to a maximum of 5% (Five percent) of the value of contract.
- 8.4 If compressor of any unit has not been replaced within 05 days, the liquidated damages will be computed @ 1.0 % of the corresponding rate in the contract for delay per week or part thereof, subject to a maximum of 5% (five percent) of the value of contract.
- 8.5 In case of delay in attending to the regular service / breakdown calls by the Contractor/ Engineer beyond 04 hours, a penalty of Rs.500/- per 12 hours or part thereof shall be imposed by the Client on the Contractor subject to maximum of 10 % of the value of Contract.
- 8.6 The decision of Client in regard to applicability of compensation for delay shall be final and binding on the Contractor.
- 8.8 All sums payable by way of compensations under any of the conditions shall be considered as reasonable compensation without reference to the actual loss or damages, which shall have been sustained and shall be recovered from the Bills preferred by the Contractor.



**9. COMPLIANCE WITH LABOUR LAWS**

9.1 The contractor, at his own expenses, shall ensure the compliance with all applicable and governing industrial and labour laws and other laws, rules and regulations and bye-laws of both Central & State Governments and all other local authorities. The contractor shall keep the owner harmless and indemnified in respect thereof.

**10. SAFETY PRACTICES**

10.1 The contractor shall abide by all the prevailing safety rules and regulations. The contractor shall observe the safety measures required to be undertaken for safety of persons, labour, public and properties at work site/ plant premises/ residential premises/ public places etc.

## **SECTION-6**

# **SCHEDULE OF WORK AND REQUIREMENTS**

## SCOPE OF WORK AND REQUIREMENTS

### 1. INTRODUCTION

- 1.1 Computers, Laptops, Server and Printers, as detailed below, are installed in the client's office at Gujarat, Daman & Diu, Geo-Spatial Data Centre, Survey of India, Sir Creek Bhavan, Sector 10 – A, Gandhinagar (Gujarat) –382010

Sl. No.	Configuration	Quantity (Nos.)
<b><u>DESKTOP</u></b>		
1	LENEVO, Intel C2D CPU E8400 @3GHz 32 BIT, 2GB RAM, 250GB HDD	04
2	DELL-DPWS, Dell Work Station PWS 650, Intel (R) Xeon (TM) CPU 2.40GHz, 1 GB RAM DDR, 160 GB	02
3	I Ball - Intel (R) Core (TM) Quad CPU Q6600@2.40GHz, 3 GB RAM, 500 GB HDD	01
4	Intel (R) Pentium (R) 4 CPU 2.80 GHz, 2 GB RAM DDR, 160 GB HDD	01
5	Intel (R) Pentium (R) 4 CPU 2.80 GHz, 2 GB RAM DDR, 80 GB HDD	01
6	Intel (R) Core i3 540 CPU 3.00 GHz, 2 GB RAM DDR, 500 GB HDD	01
7	Intel (R) Core i3 540 CPU 3.00 GHz 2 GB RAM DDR, 500 GB HDD	01
8	Intel (R) Pentium (R) 4 CPU 3.00 GHz, 2 GB RAM DDR, 160 GB HDD	01
9	Intel (R) Pentium (R) 4 CPU 3.00 GHz, 2 GB RAM DDR, 80 GB HDD	01
10	Intel (R) Core i3 540 CPU 3.00 GHz, 2 GB RAM DDR, 500GB HDD	01
11	Intel (R) Core i3 540 CPU 3.00 GHz, 2 GB RAM DDR , 500 GB HDD	01
12	Intel (R) Core i3 540 CPU 3.00 GHz, 2 GB RAM DDR, 500 GB HDD	01
13	Intel (R) Core i3 540 CPU 3.00 GHz, 2 GB RAM DDR, 500 GB HDD	01
14	Intel (R) Core i3 540 CPU 3.00 GHz, 2 GB RAM DDR, 500 GB HDD	01
15	Intel (R) Pentium (R) 4 CPU 3.00 GHz, 2 GB RAM DDR, 80 GB HDD	01
16	Intel (R) Core i3 540 CPU 3.00 GHz, 2 GB RAM DDR, 500 GB HDD	01
17	Intel (R) Core i3 540 CPU 3.00 GHz, 2 GB RAM DDR, 500 GB HDD	01
18	Intel (R) Core i3 540 CPU 3.00 GHz, 2 GB RAM DDR, 500 GB HDD	01
19	Intel (R) Pentium (R) 4 CPU 1.70 GHz, 1 GB RAM DDR, 160GB HDD	01
20	Intel Pentium III Processor 751 MHz, 384 MB RAM DDR, 40 GB HDD	01
21	Intel (R ) Pentium (R ) 4 CPU 2.80 GHZ , 1GB RAM DDR , 80GB HDD	01
22	Intel (R ) Core i3 540 CPU 3.00 GHz, 2 GB RAM DDR, 500GB HDD	01

23	Intel (R) Pentium (R) 4 CPU 1.80 GHz 1.82 GHz, 2GB RAM DDR, 40GB HDD	01
24	HCL Infosystems Limited Intel ® Pentium (R) 4 CPU, 1.70 GHZ, 2GB RAM DDR, 160GB HDD	01
25	Intel (R ) Pentium (R ) 4 CPU 1.70 GHZ, 1 GB RAM DDR, 200 GB HDD	01
26	Intel (R ) Pentium (R ) 4 CPU 3 GHz, 1 GB RAM DDR, 80GB HDD	01
27	Intel (R ) Core i3 540 CPU 3.00 GHz, 2 GB RAM DDR , 500GB HDD	01
28	Intel (R ) Pentium (R ) 4 CPU 3.00 GHZ, 2 GB RAM DDR, 80GB HDD	01
29	Intel Pentium III Processor 751 MHz, 384 MB RAM DDR, 40 GB HDD	01
30	Intel (R ) Celeron (R ) CPU 2.40 GHz, 1GB RAM DDR, 40GB HDD	01
31	Intel (R) Celeron (R ) CPU 2.40 GHz, 512 MB RAM DDR, 40GB HDD	01
32	Intel (R) Celeron (R ) CPU 2.26 GHz, 514 MB RAM DDR, 80GB HDD	01
33	Intel (R) Pentium (R ) Dual CPU E2160@ 1.80 GHz, 1 GB RAM DDR, 80GB HDD	01
34	Intel (R) Pentium (R ) Dual CPU E2160@ 1.80 GHz, 1 GB RAM DDR, 240 GB HDD	01
35	Intel (R ) Core (TM) CPU 6300 @ 1.86 GHz, 3 GB RAM DDR2, 160GB HDD	01
36	Intel V_Pro core (TM) i5-650 @ 3.2 GHz 32 Bit , 2GB RAM DDR2, 320GB HDD	01
37	Intel V_Pro core (TM) i5-650 @ 3.2 GHz 32 Bit , 2GB RAM DDR2, 320GB HDD	01
38	Intel V_Pro core (TM) i5-650 @ 3.2 GHz 32 Bit , 2GB RAM DDR2, 320GB HDD	01
39	Intel V_Pro core (TM) i5-650 @ 3.2 GHz 32 Bit , 2GB RAM DDR2, 320GB HDD	01
40	Intel V_Pro core (TM) i5-650 @ 3.2 GHz 32 Bit , 2GB RAM DDR2, 320GB HDD	01
41	Intel V_Pro core (TM) i5-650 @ 3.2 GHz 32 Bit , 2GB RAM DDR2, 320GB HDD	01
42	Intel V_Pro core (TM) i5-650 @ 3.2 GHz 32 Bit , 2GB RAM DDR2, 320GB HDD	01
43	Intel V_Pro core (TM) i5-650 @ 3.2 GHz 32 Bit , 2GB RAM DDR2, 320GB HDD	01
44	Intel V_Pro core (TM) i5-650 @ 3.2 GHz 32 Bit , 2GB RAM DDR2, 320GB HDD	01
45	Intel V_Pro core (TM) i5-650 @ 3.2 GHz 32 Bit , 2GB RAM DDR2, 320GB HDD	01
46	Intel V_Pro core (TM) i5-650 @ 3.2 GHz 32 Bit , 2GB RAM DDR2, 320GB HDD	01
47	Intel V_Pro core (TM) i5-650 @ 3.2 GHz 32 Bit , 2GB RAM DDR2, 320GB HDD	01

<b>Total =</b>		51 Nos.
<b><u>SERVER</u></b>		
1	IBM Intel (R) Pentium (R) Dual CPU 2.80 GHz, 5 GB RAM DDR, 2.5 TB HDD	01
2	<b>Wipro</b> Intel (R) Xeon(TM) CPU E5405@ 2.00GHz, Physical Address Extension , 4 GB RAM, 420 GB	01
<b><u>PRINTER / PLOTTER / SCANNER</u></b>		
1	HP Laser Jet 1000 Series	4 Nos.
2	Sharp Fax Machine (Print/Scan/Fax/Copier)	1 No.
3	Canon LBP 2900B	3 Nos.
4	HP (Print/Fax)	1 No.
5	HP scanner (A4 Size)	1 No.
6	Umax scanner (A4 Size)	1 No.
7	HP designjet 800 PS (Plotter/Scanner) (A0 Size)	1 No.
8	Canon MP 287 (Printer/Scanner/Copier)	2 Nos.
<b><u>Laptops</u></b>		
1	HP Compaq TC 4400	04 Nos
2	HP COMPAQ TC 1100 Tablet PC	04 Nos
3	Dell (D500)	01 No
4	HP COMPAQ 6110 Series	04 Nos
5	Panasonic (Ragda )	03 Nos.

## **2. COMPREHENSIVE CONTRACT**

- 2.1 The Annual Maintenance Contract (AMC) shall cover both preventive and breakdown maintenance and shall include cost on account of all repairs and maintenance of all the equipments mentioned at clause 1.1 and replacement of spare parts/ mechanical parts thereof at the exclusive risk and responsibility of the contractor. The GD&D GDC shall not bear any cost for anything whatsoever after the equipments have been handed over to the contractor for maintenance.

## **3. GENERAL INSTRUCTIONS FOR MAINTNENCE/SERVICE**

- 3.1 During the currency of the contract, the contractor shall carry out preventive maintenance services every three months for all the equipments under AMC and each equipment should be labeled so after each such preventive maintenance. The preventive maintenance services would mean and include testing, servicing and cleaning of the machines etc. to ensure that no breakdown or technical snag in the equipment occurs at any time during the period under AMC.
- 3.2 The spare parts supplied by the contractor should be brand new/ original one and from the reputed manufacturers/ sources to ensure satisfactory performance. Used/ repaired spare parts will not be accepted. Before using any spare, the same should be shown and got approved by the Client. The contractor will ensure that the repairs carried out do not require same repairs again within a reasonable time.
- 3.4 The contractor will attend to the complaints and breakdowns promptly as and when required. In case, the contractor or his authorized engineer/ technician fails to attend the call within the stipulated/ specified time limit or fails to carry out the job of maintenance like replacement of spares etc. due to any reasons whatsoever, the said job shall be got done through other agency at the discretion of Client at the sole risk and cost of the contractor and the amount shall be deducted from contractor's bill. Decision of the Client shall be final and binding in this regard.
- 3.5 The Contractor/ authorized Engineer of the Contractor shall maintain a register of complaints/ service in consultation with the Client and the same shall be produced to the Director Client fortnightly.
- 3.6 The maintenance/ servicing shall be planned in consultation with the Client.
- 3.7 The work shall be carried out as per the best engineering practices and to the satisfaction of Client.
- 3.8 All parts repaired / replaced shall have performance guarantee for at least 03 months.

## **4. MONTHLY & HALF YEARLY SERVICING**

- 4.1 CAMC of Computers, Laptops, Server and Printers includes servicing of these equipments monthly and half yearly as per the activities mentioned below (Dry Service – monthly and Wet Service – half yearly) and attending breakdowns whenever required.
- 4.1.1 Monthly Service shall include:
- (a) Inspection of each system
  - (b) Scanning for virus
  - (c) Scanning hard disc for any defects/ problems after cleaning of the system i.e. PC/ Monitors/ Key Board/ CD ROM Drive/ FDD and other accessories with a blower/vacuum cleaner – to obtain a certificate from the client regarding satisfactory working of the systems after cleaning.
- 4.1.2 Half Yearly Service shall include wiping the surface of the systems with a good quality cleaning liquid, cloth and brush.
- 4.2 The contractor will carry out servicing of equipments once in three months at all stations as mentioned above, and will ensure smooth running of all equipments. The cost of spares, tools, tackles, consumables, transportation to sites is included in the service rates and shall not be paid separately.

## **5. REPAIRING OF COMPUTERS, LAPTOPS, SERVER AND PRINTERS**

- 5.1 In general, all repairs should be carried out at the respective places of complaint only. Wherever repair is not feasible at the site of complaint or it requires additional facilities from other sources (e.g. fan motor rewinding etc.) faulty unit will be handed over to the contractor / its representative against acknowledgement as per prevailing procedures of the Client. Contractor will carry out necessary repairs on the faulty unit and fix the unit back in its original place in operating condition under the intimation of Client or his authorized representative.

## **6 ATTENDING OF BREAKDOWN**

- 6.1 Any breakdown call given by the Client's representatives shall be attended immediately by the Resident Engineer. In case contractor's Resident Engineer fails to attend the call within the stipulated / specific time limit or fails to carry out the job of maintenance like replacement of spares etc. due to any reasons whatsoever, the said job shall be got done through other agency at the discretion of Client at the sole risk and cost of the contractor and the amount shall be deducted from contractor's bill. Decision of the Client shall be final and binding in this regard.

## **7. PROFORMA FOR MONTHLY AND HALF-YEARLY MAINTENANCE**

- 7.1 A general pro-forma for periodic monthly service and half yearly servicing is attached. The contractor will carry out the work as per pro-forma for necessary records and payment. The contractor will undertake any other service as may be required for effective performance of the equipments without any extra cost except for provisions in the contract.

## **8. REGISTER OF STOCK / SERVICE**

- 8.1 The Contractor / Engineer of the Contractor shall maintain stock records of the spares for immediate requirements for replacing on being found faulty in any of the units. The stock register shall be prepared in consultation with the Client.
- 8.2 The Contractor / Engineer of the Contractor shall prepare a register of Complaints / Service Register in consultation with the Client and the same shall be produced to the Director the Client fortnightly.

## **SECTION-7**

### **PRICE SCHEDULE**

**(Quote your prices)**



**QUOTE YOUR PRICES**

Sl. No.	Particulars	Annual Maintenance Contract (AMC) charges (in Rupees)	
		Price per unit per year (in figure)	Price per unit per year (in words)
1.	Computers		
2.	Laptops		
3.	Server		
4.	Printers		
5.	Plotters A0 Size		

**Note:-**

- (i) The rate shall be inclusive of all parts/ spare parts/ service/ break down calls/ visit of Engineers but exclusive of Service Tax.
- (ii) Prices shall be valid for a period of one year and a brief period of extension, if necessitated by administrative exigencies. No increase in the prices shall be entertained during the currency of the contract including the extended period, if any.

**Signature of bidder with stamp of  
the Company/ Firm**

## **SECTION-8**

### **FORMS**

<b>FORM -1</b>	<b>ARTICLES OF AGREEMENT</b>
<b>FORM-2</b>	<b>FORM FOR MONTHLY SERVICE</b>
<b>FORM-3</b>	<b>FORM FOR HALF YEARLY SERVICE</b>

## CONTRACT AGREEMENT NO.

DATED 2013

**THIS AGREEMENT is made** on ..... between .....(Designation) of the **GD&D GDC, Survey of India, Gandhinagar (Gujarat)** (hereinafter referred to as “Client” which expression shall include his successors and assigns), and whose principal place of office is at Sir Creek Bhavan, Sector 10 – A, Gandhinagar (Gujarat) –382010

AND

**M/s.....** having its registered office ..... (Hereinafter referred to as “the Contractor”) which expression shall unless excluded by or repugnant to the context be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for Comprehensive Annual Maintenance Contract (CAMC) of Computers, laptops, Server and Printers of Client’s premises.

- I. **WHEREAS** the Client invited bids through open tender, vide Notice Inviting Tender dated .....2013 for “selection of agency for CAMC of its Computers, laptops, Server and Printers” under Tender No.....
- II. **AND WHEREAS** the Contractor submitted his bid vide..... in accordance with the bid documents and represented therein that it fulfills all the requirements and has resources and competence to provide requisite services to the Client.
- III. **AND WHEREAS** the Client has selected **M/s.....** as the successful bidder( “the Contractor”) pursuant to the bidding process and negotiation of contract prices, awarded the **Letter of Acceptance ( LoA) No. ....** To the Contractor on ..... for a total sum of ` ..... [Rupees .....only].
- IV. **AND WHEREAS** the Client desires that the CAMC services (as defined in the Bidding Document) be provided, performed, executed and completed by the Contractor, and wishes to appoint the Contractor for providing requisite services to the Client.
- V. **AND WHEREAS** the Contractor acknowledges that the Client shall enter into contracts with other contractors / parties for the CAMC services for its office in cases the Contractor falls into breach of the terms and conditions as stipulated in the Tender Document and shall waive its claim whatsoever in this regard.
- VI. **AND WHEREAS** the terms and conditions of this Contract have been fully negotiated between the Client and the Contractor as parties of competent capacity and equal standing.
- VII **AND WHEREAS** the Contractor has fully read, understood and shall abide by all the terms and conditions as stipulated in the Tender Documents for providing CAMC services for Client’s office, failing which the Contract is liable to be terminated at any time, without assigning any reasons by the Client.
  1. In this Agreement (including the recitals) capitalized words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
  2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
    - (a) The Letter of Acceptance (LoA) issued by the Client.
    - (b) The complete Bid, as submitted by the Contractor.
    - (c) The Addenda, if any, issued by the Client.
    - (d) Any other documents forming part of this Contract Agreement till date. (Performance Bank Guarantee, Bank Guarantee)
    - (e) Charges – Schedule annexed to this Article of Agreement
    - (f) Supplementary Agreements executed from time to time.
  3. Any changes/modifications/amendments required to be incorporated in the Contract

Agreement at a later stage shall be discussed and mutually agreed by both the parties and such supplementary agreements shall be binding on both the parties and shall form the part of this contract agreement.

4. This Contract shall be governed by and construed in accordance with the laws of India. Each Party hereby submits to the jurisdiction as set out in the Dispute Resolution Procedure in the Conditions of Contract.

IX. **IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

Signed on behalf of the Contractor

Signed on Behalf of  
**GD&D GDC,  
Survey of India  
Gandhinagar (Gujarat)**

**(Authorised Signatory)**

**(Authorised Signatory)**

**REPORTING FORMAT FOR MONTHLY SERVICING OF COMPUTERS/ LAPTOPS/ PRINTERS/SERVER**

DATE: -----

(A) DETAILS OF SYSTEMS (COMPUTERS/ LAPTOPS/ PRINTERS/ SERVER)

1. PRODUCT -----2. S/N -----

3. LOCATION: \_\_\_\_\_

(B) INPUT/ OUTPUT OBSERVATION

Particulars	Status	Dry Cleaning done
Hard Disc		
RAM		
CPU		
Monitor		
Any Other		

(C) PROBLEMS NOTICED

- (i) -----
- (ii) -----
- (iii) -----
- (iv) -----

(D) CUSTOMER's REMARKS

Name & Signature of Customer

(E) ENGINEER's REMARKS

Name & Signature of Engineer

**REPORTING FORMAT FOR HALF YEARLYW SERVICING OF COMPUTERS/  
LAPTOPS/ PRINTERS/ SERVER**

DATE: -----

(A) DETAILS OF SYSTEMS (COMPUTERS/ LAPTOPS/ PRINTERS/ SERVER)

1. PRODUCT -----2. S/N -----

3. LOCATION: \_\_\_\_\_

(B) INPUT/ OUTPUT OBSERVATION

Particulars	Status	Wet Cleaning done
Hard Disc		
RAM		
CPU		
Monitor		
Any Other		

(C) PROBLEMS NOTICED

- (i) -----
- (ii) -----
- (iii) -----
- (iv) -----

(D) CUSTOMER's REMARKS

Name & Signature  
of Customer

(E) ENGINEER's REMARKS

Name & Signature  
of Engineer

## **SECTION-7**

## **CHECK-LIST**