

## TENDER NOTICE

### SURVEY OF INDIA

Tel/Fax: (020) 26614665 / 26694535  
26611105 / 2669541  
e.mail : [mhgoa.pune.soi@gov.in](mailto:mhgoa.pune.soi@gov.in)



Office of the Director  
Maharashtra & Goa GDC  
Phule Nagar, Alandi Road  
Pune -411 006

No. S- 671 / 15-C -AMC

SPEED POST

Dated: 9<sup>th</sup> April, 2014

To M/S

List attached

**SUB: QUOTATION FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT OF COMPUTERS & AO SIZE PLOTTERS - FLOATING OF TENDER NOTICE .**

Dear Sirs,

We are interested to make Comprehensive Annual Maintenance Contract for Computers of this office ( list enclosed). You are, therefore, requested to quote your lowest rates :-

- 1.1 Quotation should be submitted under sealed cover only mentioning the quotation letter No., Date and the item quoted for.
- 1.2 All quotations should be addressed to the **Director M&G GDC** and **NOT BY NAME AND NOT TO ANY OTHER ADDRESS.**
- 1.3 Quotation should reach within the specified time and date to the addressee by **14-00 hrs.**, on **28-04-2014**. The quotations will be opened on **28-04-2014** at **16-00 hrs.** The envelopes containing quotation must be inscribed with "**QUOTATION FOR AMC OF COMPUTERS DUE ON 28-04-2014**".
- 1.4 Job Order will be placed to the approved firms only when all the terms and conditions have been fulfilled by the tenderer. Income & Sales Tax clearance Certificates will have to be shown before the Job Order is executed / complied with.
- 1.5 Earnest money ₹ 1,500/- in the shape of Demand Draft /Call Receipt of any Nationalized Bank in favour of "**E & AO, M & G GDC, Survey of India, Pune,**" should be furnished along with the tender.
- 1.6 Security deposit @ 20% of the tender value in the shape of Demand Draft /Call Receipt of any Nationalized Bank in favour of "**E & AO, M & G GDC, Survey of India, Pune,**" is to be submitted by the successful tenderer.

- 1.7 Payment for AMC will be made in two equal installments for 6 months each on completion of such period of the contract.
- 1.8 The Director, M & G GDC, Survey of India, Pune will not be responsible for any postal delay for non-receipt of tender by due date and time for whatsoever the reason.
- 1.9 The tenderer should inspect the Computers at the address mentioned above before submitting Quotation and any variation / addition to the quoted amount will not be accepted.
- 1.10 The tenderer should furnish a certificate that all the terms and conditions of the tender document are understood by the tenderer and ready to abide by the same without any variation.
- 1.11 **No corrections or over writings in the quotation will be accepted.**
- 1.12 Contractors if so desire may be present on the date and time of opening quotations. They may enquire on phone (020-26611105) before they come.
- 1.13 An agreement is to be executed by the successful tenderer at his cost.
- 1.14 The Director, Maharashtra & Goa GDC, Survey of India, Pune reserves the right to reject any or all tenders without assigning any reasons.
- 1.15 The tender document can be down loaded by the intending tenderers from Survey of India Web Site [www.surveyofindia.gov.in](http://www.surveyofindia.gov.in).
- 1.16 Latest income tax clearance (Photocopy) is to be submitted along with tender.
- 1.17 **The tenderer should submit the details of PAN in case of proprietorship, TAN in case of partnership and STC (Service Tax Code – a 15 digit number obtained Central Exise Department) being a service provider.**
- 1.18 Period of AMC will be one year from the date of signing of the contract.
- 1.19 The contract will remain in force for one year from the date of signing of this contract and depending on the performance / service, it may be extended / renewed on the same Terms & Conditions between the Maintenance Agency and M & G GDC, Survey of India for another one year.
- 1.20 The contract covers comprehensive servicing / repairing and maintenance of equipment as well as replacement of all defective parts by the Maintenance Agency.
- 1.21 Repairing of equipment will be done ON-SITE. However, defective parts can be taken to Maintenance Agency lab, if necessary, with the permission of Director, M & G GDC. Contractor will use only original and standard spare parts. **No storage media (Hard Disc) will be taken out of office.**

- 1.22 Any variation or additional taxes / duties and not statutory levies, if any, imposed by the regulatory bodies during the currency of this contract / service will be payable by the customer over & above the quoted AMC service charges.
- 1.23 If the Maintenance Agency is incapable of maintaining the Computers , the Director, M & G GDC, can withdraw the AMC.
- 1.24 Director, M & G GDC, may terminate the contract at any time without assigning any reasons by giving one month notice. Any dispute, if arises, the decision of the Director, M & G GDC will be final.

### REQUIREMENT OF AMC

Sl. No.	Description of Computers	Quantity	Remarks
1.	Computer Desk top HCL P 4	44 Nos.	
2.	Computer Desk top HP Compaq P4	3 Nos.	
3.	Computer Dell Work Station	2 Nos.	
4	Computer HP Work station .	2 Nos.	
5.	Computer HCL Busy Bee P4	5 nos.	
6.	Server HCL/ Wipro/ infinity	3 nos.	
7.	Laptop Dell / HP	10 Nos.	
8.	Hp Design Jet 800 PS Plotter	1 No.	
9.	Hp Design Jet 500 PS Plotter	3 Nos.	

- 2.1 No. of requirement mentioned above are only on approximate basis. It may be reduced or increased subject to prevailing conditions at the time of placing Job Orders.
- 2.2 Rate should be mentioned separately for “with antivirus protection” and “ without antivirus protection” for each computers. Service Tax to be mentioned separately.

( U.N. GURJAR )  
 Director  
 Maharashtra & Goa GDC,  
 Survey of India, Pune

**ANNEXURE 'A'**

**TENDER SUBMISSION SHEET OF ANNUAL MAINTENANCE CONTRACT OF  
COMPUTERS**

Rates for Annual Maintenance Contract of Computers are as given below.

<i>Sl.No.</i>	<i>Description of Computers</i>	<i>Rate of AMC of Computers for one year with antivirus protection for each computers.</i>	<i>Rate of AMC of Computers for one year without antivirus protection for each computers</i>	<i>Service Tax for AMC</i>	<i>Total</i>
<b>(1)</b>	<b>(2)</b>	<b>(3)</b>	<b>(4)</b>	<b>(5)</b>	<b>(6)</b>
1.					
2.					

It is certified that all the terms and conditions of tender document

No.S-\_\_\_\_\_/ 15-C-AMC dt.  
the same without any variation.

have been understood by me/us and ready to accept

**(Signature of Tenderer with Seal)**

Name : -

Address : -

Contact No.

Capacity : -

## **Annexure – “B”**

### AGREEMENT (DRAFT COPY )

This Agreement is made on this the \_\_\_\_\_, Two Thousand fourteen between the President of India acting through Ministry of Science & Technology, Department of Science & Technology and represented by Survey of India hereinafter referred to as “SOI” on the one part and XXX. And its heirs/successors, with registered office, \_\_\_\_\_. At hereinafter referred to as “XXX” for the other part for the post warranty Comprehensive Maintenance services for the computer systems and their respective associated peripherals installed.

#### **2.0 Definitions**

The following terms as mentioned in this agreement shall have the following

##### **Definitions:**

**2.1 SOI** This shall mean Survey of India the agency, which is executing this agreement.

#### **2.2 MA**

This means ‘Maintenance Agency’ which is responsible for maintaining the Digital Mapping Systems of Survey of India.

#### **2.3 Equipment**

This shall mean each of computer hardware listed in **schedule I** and cover under this agreement.

#### **2.4 Equipment Description**

This shall mean the details of equipment set forth in **schedule I** of this agreement .

#### **2.5 Day**

This shall mean 24 hours for the purpose of this agreement.

#### **2.6 Maintenance Agreement**

This shall mean Agreement for post warranty maintenance valid between Survey of India and XXX regional office located at Pune.

#### **2.7 M & G GDC**

This shall mean Maharashtra & Goa Geo Spatial Data Centre, Survey of India located at Phulenagar, Alandi Road, Pune.

#### **2.8 Quantities**

This shall mean quantities of equipment as specified in **schedule I**.

**2.9 Sub- system**

The entire equipment has been grouped into sub-systems. The sub system will be considered, as down if the sub system or any part of it is not functional.

**2.10 Down Time**

It is the total down time obtained by adding down time for each sub-system for each calendar month during the year.

**3 SCHEDULE TO THE AGREEMENT**

The following Schedule forms a part of this agreement.

Schedule I-Configuration of different sub-system.

**4. SCOPE AND TERMS OF AGREEMENT**

This agreement is for the Hardware maintenance of the Equipment Specified in the Schedule I.

4.1 This agreement shall come in force for a period of one year with effect from \_\_\_\_\_ . The first or any subsequent annual renewal shall not take place if notice for discontinuation of service in writing is give by either party to other at least three months in advance. It shall be open to either party to terminate this agreement any time during the currency by giving three months notice to the other party in writing, or pay a sum equivalent to three months maintenance charges in lieu thereof

4.2 Before taking the equipment under the maintenance the acceptance test will be carried out by XXX in the presence of a representative of SOI. XXX & SOI would detail criteria for acceptance and time duration of the test out. XXX shall confirm taking over of the systems in writing to this effect.

4.3 The terms and conditions of this agreement shall also govern the equipment added subsequently to the system.

4.4 SOI offers shall be free to observe maintenance work by XXX engineer to gain practical Knowledge of the equipment of the system. Such observation will however, not be allowed to interface with XXX's maintenance schedule.

**5.0 MAINTENANCE**

5.1 XXX shall be responsible for all the 24 hours on all days of the year. However their service engineers will be physically present in the site for the equipment and peripherals listed in the schedule from 9.00 A.M. to 5.30 P.M. Monday to Friday to keep the equipment in perfect working order. The service consists of preventive and corrective maintenance and includes carrying out of the necessary repairs and fitting of replacement parts. Replaced parts except **HDD** become the property of XXX . Components / spare part consumed by XXX from SOI stock of spares would be reimbursed to SOI by XXX . The Maintenance service does not include:

- (a) Electrical work external to the equipment or maintenance of electrical wiring not forming the part of equipment. XXX ensures timely notice to SOI for change of external connection and rectification of malfunction devices.
- (b) Repair of damage resulting from accidents, transportation, neglect or misuse attributed to electrical power, air conditioning or humidity control beyond specified norms or causes other than ordinary use.
- (c) Furnishing plates, supplies or accessories, painting or refinishing the machines or furnishing material thereof, making unauthorized specification changes or performing service connected with relocation equipment or adding or removing accessories, attachment of other devices.
- (d) Such service which is impractical for XXX representative to tender because of alterations unauthorized by Main the equipment of then connections by Mechanical or electrical means to another of device.
- (e) Magnetic media like magnetic disk packs, cartridges, floppy diskettes, magnetic tapes, tape cartridges and cassettes, CDRom's.
- (f) Accessories like spools , take-up reels containers , straps, write protect rings etc.
- (g) Stationary items including carbon papers and paper tapes.
- (h) Consumables like print heads, ribbons, daisy wheels, ribbon cartridges, ink, electronic print heads, scanners, (Print head), lenses (glass) fusers, plotter pens, printer head unit, picture tubes , and transparency films.
- (i) Non-functional parts like covers, casters, stand etc.

5.2 If SOI requires service of occasional nature outside what is agreed upon under sub cause 5.1 above. The XXX shall end over to provide maintenance service at XXX's hourly rate in force at that time. There is a minimum charge of Two hours per man per call.

5.3 A schedule of preventive maintenance would be drawn up by XXX in consideration with SOI and adhered to.

5.4 Antivirus to be put on computers must be effective

5.5 Experienced and competent Service Engineer to be deputed

5.6 XXX will stock at their expenses at a desired level necessary spares, tools, test equipments etc. At the installation site / XXX's office in addition to the spares, tools test equipment in stock with SOI. XXX will maintain inventory of the spare parts at a desired level.

5.7 XXX will have free access to the spares parts, tools & tests equipment in stock with SOI. XXX would use these spare parts, in case the same are required for the maintenance by XXX to SOI at their book value.

5.8 CALCULATION OF SYSTEMS AVAILABILITY

Systems availability shall be calculated as under

24 hours X No. days in a month minus system down time

-----X 100

2 hours X No. Days in a month

5.6.1 For any break down reported after 5.30 P.M on a working day or at any time on a holiday the down time will start from 9.00a.m. of the following working day.

## 6.0 LIQUIDATED DAMAGES

Should the availability level drop below 95% in any one month period, liquidated damages for that month will be at the rate 1.2 % of the monthly maintenance charges for every percent drop in the availability below 95%. If XXX fails to set right a certain equipment within a period of 90 days , SOI shall be free to get the equipment rectified / required from the market and costs for the same will be recovered from the maintenance charges to be made to XXX by SOI.

6.1 A logbook shall be maintained at site , which will have record of breakdown and other relevant information for each equipment. The logbook will be signed by XXX engineer at the site as well as an authorize representative of SOI at site. The record maintained in the logbook would form the basis for computing the system availability.

## 7.0 PAYMENTS

(i) 7.1 SOI shall pay to XXX rendering the maintenance services as per this agreement a sum of Rs. \_\_\_\_\_ / - ( Rupees. \_\_\_\_\_ Only ) per annum configuration as per schedule-I.. Payment will be made in two equal installments for 6 months each on completion of such period of the contract.

7.2 XXX shall invoice maintenance charges in advance for a period of 6 (Six) months at a time and the payment shall be made to XXX. The Bank Guaranty of **20 %** of the contract Value will cover liquidated damages, if any , as per clause 6 The actual value towards the damage will be recovered by SOI from security deposit / bank guaranty..

7.3 If any payment remains outstanding for more than sixty days from the due date or the date of the receipt of the bill from XXX (whichever is later), XXX shall, without prejudice to all its other rights and remedies, have the right to withhold the maintenance service without notice.

7.4 A deposit of Rs. \_\_\_\_\_ /- (Rupees- \_\_\_\_\_) will be made by M/S \_\_\_\_\_ at the time of agreement / payment.

## 8.0 CHARGES



8.1 If carrying out of repairs or fitting of replacement are necessitated by SOI's or any third party's fault except in case of repairs as mentioned in clause 5.1 , XXX shall be entitled to make an additional charge and / or to refuse the maintenance service agreed to be rendered under this agreement.

8.2 The charges specified are in respect of the features installed on the equipment the date of commencement of the agreement. Additional charges shall be made on features installed subsequently.

## **9.0 CARE OF THE EQUIPMENT**

9.1 SOI at its own expense shall give XXX full access to the equipment to enable XXX to provide maintenance service, make available to the representative of XXX appropriate staff who are familiar with the operation of the equipment and provide suitable working space and facilities and suitable safe storage for maintenance of equipment and spare parts.

9.2 The equipment shall be moved by XXX as per requirement o SOI within the office.

9.3 Where XXX consents to the movement of the equipment , XXX alone shall be entitled to move the equipment from the place of original installation to a different place or location if so desired by SOI, provided 30 days written notice in advance is given in that behalf by SOI to M/S\_\_\_\_\_

9.4 All costs , charges and expenses in respect of moving the equipment including costs , charges and expenses for dismantling , reinstallation testing and commissioning on actual material and effort basis shall be payable by SOI.

9.5 No maintenance charge shall be paid by SOI to XXX during the period of movement of the equipment. XXX will be entitled to revise its maintenance charge to include the additional costs for providing maintenance service at the location other than the same station to which the equipment is moved.

## **10.0 CONDITIONS FOR DECLARING AND EQUIPMENT NOT MAINTAINABLE DURING THE PENDENCY OF AMC**

An equipment which, after a minimum of three months efforts by the maintenance agency, is still not functioning on account of obsolescence / non availability of spare parts, can be taken out from the AMC with mutual consent of both the parties subject to a proof of obsolescence / non availability of spare parts being made available from the manufacturing agency by XXX. Penalty will cease from the date it is struck off from the AMC. and accordingly the over due AMC charge will be recalculated.

## **11.0 ALTERATION**

SOI agrees not to use additional attachments, features and devices on, or make changes or alterations to equipments maintained by without prior consent of XXX. Such consent shall not be unreasonably withheld by XXX.

## **12.0 RISK OF LOSS ON DAMAGES**

12.1 XXX will be responsible for, indemnity and hold harmless SOI, its Offices, employees or agents from claims, liabilities, costs, damages and expenses of every kind and nature resulting from personal injury, including fatal injury, diseases, to any person employed by XXX or its subcontractor arising out of or in connection with the performance of this Agreement whether or not the negligence to such personal injury.

12.2 The SOI will be responsible for indemnity and hold harmless XXX, its officers, Employees, costs, damages, and expenses of every kind and nature arising out of or in connection with the performance of XXX whether or not the negligence or breach of duty of XXX, its offices, employees, subcontractors or agents caused or contributed to claims, liabilities, costs, damages and expenses as aforesaid.

12.3 The SOI and XXX will no event be liable to one another for loss of Revenue, profit or anticipated profit.

12.4 XXX will in no event be liable to the SOI for consequential damage, liability or Loss of any kind not falling within clause 12.2 hereof.

## **SECURITY, HEALTH AND SAFETY**

12.5 XXX will ensure that its staff employed to carry out the obligation of this agreement are fully qualified in their particular field of activity and have been instructed in the safety procedure relevant to the work envisaged.

12.6 XXX will instruct all relevant staff to familiarize themselves with and abide by all security and safety rules and regulations of SOI applicable at its installations site. Police, character and antecedent verification will got be done by XXX for their staff responsible for maintaining SOI equipment. No data will have to be copied / transferred to other system or taken out of office without permission of SOI. For prosecution DST will be final authority.

### **13 NOTICES**

Any notice required or permitted hereunder will be effective when received by the party to be charged with notice, and will be sent to the SOI or HCL at the addresses mentioned in clause I of this agreement or such other person or address as may have been furnished to SOI or XXX in writing.

### **15.0 ASSIGNMENT**

SOI shall not assign this agreement or any part thereof and any benefit there under without XXX's written consent.

### **16.0 CONDITIONS OF TERMINATION OF AMC ON PART OF XXX**

- (a) All equipment listed in schedule I , except the equipment declared not maintainable as per clause 10.0, are handed over in functional state and accepted as such by SOI.
- (b) A no dues certificate issued by XXX to SOI regarding financial and legal liability.

A No-claim certificate is issued by SOI to XXX regarding financial and legal liability.

### **17.0 ARBITRATION**

In the event of any dispute or difference relating to the interpretation and application of the provisions of the agreement such dispute or difference shall be referred by either party to the arbitration of one of the arbitrations in the Department of public Enterprises to be nominated by the Secretary to the Government of India in charges of the Bureau of public Enterprises. The Arbitration Act, 1940 shall be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the parties to dispute, provided ; However, any party agreed by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law when so authorized Law Secretary, whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

## **18.0 FORCE MAJEURE**

18.1 Neither SOI nor XXX shall be liable to other for any delay in or failure of performance of their respective obligations under this agreement caused by occurrences beyond control of SOI or XXX because of Fire, Floods, Power, Acts of God, Acts of public enemy , wars, insurrection, riots, strikes, lockouts, sabotage and law, statute, or ordinance, order, action or regulations of the Government or any agencies thereof or any local authority or any compliance therewith, any other causes, contingencies or circumstances similar to the above.

Either party shall promptly but not later then 30 days thereafter notify the other to the commencement and cessation of such contingency, an if such contingency continues beyond 6 months both parties agree to discuss and agree upon on equitable solution for termination of this agreement, or otherwise decide the course of action to be adopted.

18.2 The respective obligation of parties shall be extended for the period of Force majeure provided notices as required above are given in time and the contingency established if so required by the other part

## **19.0 ENTIRE AGREEMENT**

19.1 The agreement between the parties shall consist of this agreement and the schedule attached hereto, executed in the English language in duplicate. The several documents forming the Agreement between the parties including the schedule hereto are to be taken as mutually explained to one another.

19.2 The documents comprising this Agreement contain the entire Agreement between the parties hereto and support and cancel all previous negotiations, writings, commitments or agreements between the parties in respect of subject matter hereof. Except as provided herein, this agreement may not be released, charged, abandoned, changed or modified in any manner, orally, or otherwise, except by an instrument in writing signed by duly authorized officers or representatives of each of the parties hereto.

19.3 The invalidity or unenforceability of any terms or provisions of this agreement shall not affect the validity of enforceability of the remaining terms and provisions which shall remain in full force and effect unless such invalidity or unenforceability does substantially alter the underlying intent of this agreement

or where the invalid or unenforceable provisions comprise an integral part or of are otherwise inseparable from the remainder of this agreement.

- 19.4 Both parties agree to provide all reasonable assistance for the implementation of this agreement.
- 19.5 Periodic senior level meetings at the systems site will be held between XXX & SOI to ensure maintenance of employment as per this agreement.
- 19.6 In case of any dispute shall be jurisdiction of Pune Court.

Agreed to

Agreed to

Survey of India and on the  
Behalf of the President of India

XXX

Witness:

Witness:

**SCHEDULE 'I'**

**Total No .of Computer Systems    Nos Charges for :**

<b>Sl. No.</b>	<b>Description of Computers</b>	<b>Qty</b>	<b>Rate</b>	<b>Amount</b>
1				
	HDD non-returnable			
2				
	HDD non-returnable			
	<b>Total AMC</b>			
	<b>Service Tax 12.36 %</b>			
	<b>Grand Total AMC</b>			

Agreed to

Agreed to

