

**GOVERNMENT OF NATIONAL CAPITAL TERRITORY OF DELHI**  
**OFFICE OF COMMISSIONER OF EXCISE, ENTERTAINMENT & LUXURY TAX**  
**L-BLOCK, VIKAS BHAWAN, I.P. ESTATE, NEW DELHI-110002**

No.F.1(12)/CE/CB/1999-2000/Vol-II(Part File)/

Dated:-

To,

**Sub: Request for Annual Maintenance rates/Comprehensive Maintenance rates for Desktops & Printers.**

Sir/Madam,

Please quote your most Competitive rate for the above mentioned work. The description of machines (Desktops & Printers) is given in **Annexure-II B**. You should quote your rate in sealed envelope as per format mentioned in **Annexure II A**, **alongwith EMD of Rs. 5,000/- (Five Thousand Only) in the form of a Demand Draft/Pay Order in favour of Commissioner Excise, Delhi payable at Delhi.** Tender Document containing Terms & Conditions of the Tender is enclosed.

You are advised to visit the office to see the hardware on any working day between 3.00pm to 5.00pm.

The sealed envelope should reach the **Computer Branch, Department of Excise , Entt, & Luxury Taxes, L Block, Vikas Bhawan, I P Estate, New Delhi -110002 by 12 Aug '2013, 3.00PM.**

Thanking you

Yours faithfully

(DIMPLE THAPAR)  
Programmer

Encl.: as above

## TENDER DOCUMENT

**Last Date of Submission of Tender: 12 Aug '2013 by 3.00 PM**

**Date of Opening of Commercial Bid: 12 Aug '2013 by 3.30 PM**

Department of Excise Entertainment & Luxury Tax, Govt. of NCT of Delhi invites quotations from the firms empanelled by IT dept. vide circular No. F3(3)/(2004)/IT/PT.III/971-990 dated 06/02/13 for undertaking Annual/Comprehensive Maintenance Contract of Computers & printers installed at Excise Entt. & Luxury Tax Department, Vikas Bhawan as mentioned at Annexure-II A.

Commercial Bids will be opened on date 12 Aug '2013 at 3.30 PM in the Room of Deputy Commissioner (Excise) in Room No. 108, Ist Floor, L-Block, Vikas Bhawan, IP Estate, New Delhi-110002 in the presence of tenderers who may wish to be present. Commissioner, Excise Entt. & Luxury Tax reserves the right to accept or reject any tender or all the tenders without assigning any reason thereof.

### **1. TERMS & CONDITIONS OF THE ANNUAL/COMPREHENSIVE MAINTENANCE CONTRACT OF THE COMPUTER / PRINTERS.**

1.1 The firm shall truly & faithfully carry on the maintenance job as is done by the services/business houses in proper manner/standard fashion for the annual/comprehensive maintenance of the Desktop & Printers of Department of Excise, Entertainment & Luxury Tax., Govt. of NCT of Delhi as mentioned in **Annexure-II B** to the full extent and its satisfaction initially for a period of one year from the date of commencement of Contract.

1.2 AMC/CMC shall cover annual/comprehensive maintenance which includes preventive maintenance. Total 25 Computers and 35 Printers shall be covered under AMC/CMC. The AMC/CMC of Computers & printers will be awarded as mentioned below:

Computers	Quantity	Printers	Quantity	Month in which AMC/CMC to be awarded
Desktop P4	11	Laserjet 1505	14	At the time of award of contract/finalization of tender
		Laserjet 1022	06	
		Laserjet M2727nf	02	
		laserjet 1022	05	September '2013
Desktop P4	14	laserjet 1008	08	October/November '2013
<b>Total</b>	<b>25</b>		<b>35</b>	

- 1.3 The annual/comprehensive maintenance include preventive maintenance/quarterly regular services of the desktops & printers and /or replacement of any items necessary of keeping the desktops & printers of the Excise, Entertainment & Luxury Tax Deptt., Govt. of NCT of Delhi, L-Block, Vikas Bhawan New Delhi, active and free from any defects/disturbance and also on any unscheduled call for corrective and maintenance services, taking appropriate measures/steps on time to set right the malfunctioning of the desktops & printers. The replacement of all spares (excluding printer toners & cartridges) is included under the Annual/Comprehensive Maintenance Contract. The replacement of the defective spares with good quality and standard spares will be done by the firm without any extra charge of any kind.
- 1.4 All equipment installed in the department and mentioned in **Annexure-II B** can be inspected before quoting rates. Deficiency noticed, if any, may be brought in writing to the notice of the department so that the same is set right by the existing service provider, before handing over to the new firm or charges for rectifications of the faults may be quoted separately.
- 1.5 Fault intimated and/or noticed after award of the contract shall be rectified by the firm awarded with the contract at no extra cost.
- 1.6 The annual/comprehensive maintenance shall be carried out primarily at the premises of the Excise. Entertainment & Luxury Tax Deptt, Govt. of NCT of Delhi, L-Block Vikas Bhawan, New Delhi, during office hour. In case, the firm feels that the equipment cannot be repaired at site, they will carry and deliver the equipment at their own cost and risk to get it repaired promptly.
- 1.7 Responses time for maintenance call should not exceed 2 hours.
- 1.8 The system down time should not exceed 72 hours from the time at which the complaint was made. If the down time is more that 72 hours, the firm will provide a stand by system. In case the system is not repaired or an alternative system not supplied with in the period 72 hours from the time of failure report the department may choose to get the same repaired by or replaced from any other agency and the cost and expenditure incurred their in shall be recoverable from the firm.
- 1.9 The environment conditions in which the equipment is presently installed are quite satisfactory and the firm shall not raise any condition with regard to the working environments for the equipment covered under AMC/CMC.
- 1.10 The calls are received centrally and shall be forwarded to the concerned service engineer by the concerned official of the department and shall be attended immediately on receipt of the same. The firm shall maintain proper Complaint Logbook which will be duly signed by the engineer and the owner of the equipment as per the performa given in **Annexure III**.

- 1.11 Computer & Monitor power cables and printer & monitor interface cable etc. are also covered under Annual/Comprehensive Maintenance Contract.
- 1.12 Replacement of all defective parts shall be made with branded parts of OEM make only.
- 1.13 In the event of non-satisfactory conduct of maintenance services, Head of Department (HOD) shall have the right to terminate the annual/comprehensive maintenance contract.
- 1.14 The selected vendor shall not assign this agreement or any part thereof, or any benefit there under without the consent of Excise, Entt. & Luxury Tax Department, Govt. of NCT of Delhi, to any other party.
- 1.15 The bids submitted shall be valid for 60 days from the last date of submission of commercial bids.

## **2. PENALTY :**

- 2.1 The second party will ensure 95% uptime for Desktops and other equipments. Failing which a penalty as proposed by the Excise, Entt. & Luxury Tax Department, Govt. of NCT of Delhi will be imposed, However before imposing penalty, the Excise, Entt. & Luxury Tax Department, Govt. of NCT of Delhi will issue a show cause notice in which detail downtime will be mentioned. It will also include the penalty proposed to be imposed as the firm, the breakdown time will be worked out as under:-

Total machines days(X)=(No. of Desktops or Printer or UPS)

\*No of working days in a quarter

Break down(Y) = ( No. of Desktops or Printers or UPS)

\*No of Breakdown days.

Percentage uptime(Z) = ((X-Y)/X)\*100

Penalty Amount = ((95-Z)\*quarterly payment)/100

## **3. PERFORMANCE GUARANTEE**

- 3.1 The firm awarded with the AMC/CMC deposit a Performance Guarantee in the form of Security Deposit for an amount of 10% of total AMC/CMC value in the form of Bank Guarantee in favour of Commissioner, Excise Entt. & Luxury Tax Department, Govt. of NCT of Delhi valid for a period of 60 days beyond the completion of contractual obligations of the contract. No interest shall be paid on the Security Deposit/Performance Guarantee. The performance guarantee will be refunded after completion of 15 months from the award of the contract.

#### **4. CONTRACT PERIOD**

- 4.1 The validity of the Annual/Comprehensive Maintenance Contract shall be initially for one year from the date of award of the contract. This can be extended further subject to satisfactory services by the firm. Department may renew the AMC/CMC at the same rates and terms and conditions for next one year. However, final decision shall rest with the HOD.
- 4.2 The company has to give three months notice in advance before cancellation of the contract. Contravention of the same would lead to forfeiture of performance guarantee along with all outstanding dues.
- 4.3 In the event of non-satisfactory performance of maintenance services by the firm, Excise, Entt. & Luxury Tax Department, Govt. of NCT of Delhi shall have the right and discretion to terminate this agreement by giving one-month notice and to forfeit the proportionate amount from the security deposited by the firm.

#### **5. FORCE MAJEURE:**

- 5.1 The Excise, Entt. & Luxury Tax Department, Govt. of National Capital Territory of Delhi or the firm, against the other in case, of any failure or omission or calamities such as fires, floods, Earthquakes hurricanes, or civil strikes, under any statute or regulations of the Government, Lock –outs, strikers riots, embargoes from any political reasons beyond the control of any part including war (whether declared or not), civil war (whether declared or not), civil war or state of insurrection shall give notice to other party with in 15 days of the occurrence of such incident that on account of the above event the notifying party has delayed the performance of its work as it was beyond its reasonable control and it has not due to negligence or default on its part.
- 5.2 Either party, as and when gives notice of force majeure shall provided conformation of such event in the form of a certificate from the Government Department or agency or Chamber of Commerce. The parties shall be relieved of their respective obligations and the extent their performance is affected by such an event of force major provided notices as above are given and the event of force major is established as provided herein above

#### **6 SYSTEM AVAILIBILITY:**

- 6.1 In the Event of the dispute as to whether the system downtime is due to damage caused by mishandling or system malfunctioning the issue will be referred to Department of Information Technology, Govt. of National Capital territory of Delhi for a decision. The Decision of the department of it will be final and binding upon the parties.

## **7 PAYMENT TERMS:**

- 7.1 The AMC/CMC charges shall be payable to the firm in four equal quarterly installments and paid at the end of each quarter of AMC/CMC period after deducting penalties, if any.
- 7.2 Any increase or decrease of Government taxes, duties or prices of components, etc. will not affect the Annual/Comprehensive Maintenance Contract rates during the entire period of Contract.

## **8 ARBITRATION:**

- 8.1 In the event of any question, disputes or difference arising between the parties relating to the interpretation and application of these provision of agreement such disputes or differences shall be resolved amicably by mutual consultation and on failure to do so shall be referred for arbitration to the Hon'ble Lt. Governor of Delhi. The decision of Arbitration to the Agreement in this regard shall be final and binding upon both the parties.
- 8.2 The parties shall continue to perform their obligations under the agreement during arbitration proceedings.
- 8.3 The venue for arbitration will be New Delhi.

## **9 PROCEDURE FOR SUBMISSION OF BIDS**

Commercial bids should contain item wise rates as per format mentioned in **Annexure –II A** which may be submitted in sealed envelop in the **Computer Branch, Department of Excise , Entertainment & Luxury Taxes, L Block, Vikas Bhawan, I P Estate, New Delhi -110002** by **12 Aug '2013, 3.00PM**.

## **10 EARNEST MONEY DEPOSIT**

- 10.1 The participants firms will have to deposit Earnest Money of Rs. 5,000/- (Rs. Five Thousand Only) in the form of a Demand Draft/Pay Order in favour of Commissioner, Excise, Delhi payable at Delhi. The EMD amount will not bear any interest, whatsoever, till finalization of the tender and refund of EMD. The EMD in any other form will not be accepted and quotation is liable to be rejected at the discretion of the Commissioner, Excise/HOD.

**Important Note: All intending bidders are advised in their interest to inspect all equipments prior to submission of commercial bids.**

## Annexure-I

<b>Department of Information Technology Government of NCT of Delhi</b>					
<b>S.No.</b>	<b>Name of the Company/Firm/ Paternership Firm</b>	<b>Address</b>	<b>Name of the Contact Person</b>	<b>Contact Number</b>	<b>Email</b>
1	Vinayak Compserve Pvt. Ltd.	J-52, IInd Floor, Sri Niwas Puri, New Delhi - 110065	Pushpa Jethra	26430397 26430399 935057811 8860425532	<a href="mailto:Pushpa@vinayakit.com">Pushpa@vinayakit.com</a> , <a href="mailto:vinayak.systems@gmail.com">vinayak.systems@gmail.com</a>
2	Computer Clinic India Pvt. Ltd.	301-A, Sagar Complex LSC, New Rajdhani Enclave, Vikas Marg Delhi - 110092	Rajiv Rathi	22468888 9811034542	<a href="mailto:ocplg@hotmail.com">ocplg@hotmail.com</a>
3	Avcom Network Technologies	101, 1st Floor, Plot No.1143, Jagdamba Market, Rithala (Near Yamaha Show Room) Delhi -110085	Arun Kumar Badola	27041606 9810526350 9971955514	<a href="mailto:avcomnetwork@avcomnetwork.com">avcomnetwork@avcomnetwork.com</a>
4	Zest System Pvt. Ltd	1st Floor, 52 Old Rajinder Nagar Market New Delhi - 110060	Niteen Mahajan	43199500 9999006214	<a href="mailto:niteen@zestsys.com">niteen@zestsys.com</a>
5	Silver Touch Technologies Limited	523, Ansal Chamber-II 6 Bhikaji Cama Place, New Delhi -110066	Himanshu Jain, Sanjay Roy	9716000400 8802368633	himanshu.jain@silvertouch.com, sanjay.roy@silvertouch.com
6	M/s Brisk Infotech Solutions	2157, Guru Arjun Nagar New Ranjit Nagar, New Delhi -110008	Praveen Choudhary	32959868 32959759 9810285369	<a href="mailto:briskinfotech@yahoo.co.in">briskinfotech@yahoo.co.in</a>
7	M/s Galaxy Info Serv Pvt. Ltd. (Formerly Galaxy Info Systems)	95, 2nd Floor, Bhagwan Nagar Near Ashram, New Delhi -14	Dinesh Bhatt	26340135 26349699 8826239997	mktg@giserv.com, galaxy.inforsystem@gmail.com

**Annexure II-A**

**Rates shall be quoted item wise as follows:**

<b>S.No.</b>	<b>Item description</b>	<b>Quantity (units)</b>	<b>AMC Rate per unit (Rs.)</b>	<b>Total Rate (Rs.) (inclusive of all taxes)</b>
1.	Computer/Desktops	25		
2.	Laserjet 1022 Printer	11		
3.	Laserjet 1505 Printer	14		
4.	Laserjet M2727nf Printer	02		
5.	Laserjet 1008 Printer	08		

**Note: Number of equipment may vary and the payment shall be made as per actual basis.**



**Annexure II-B**

**Details of Desktops & Printers**

<b>Sr. No.</b>	<b>Desktop Description</b>	<b>Complete configuration of the Desktop</b>	<b>Quantity</b>	<b>Working/Non Working</b>
1.	Wipro make P4	Core 2 Duo, 2.93GHz, 2 GB RAM, 300 GB Hard disk	11	Working
2.	HCL make P4	Core 2 Duo, 2.80GHz, 2 GB RAM, 240 GB Hard disk	14	Working
<b>Sr. No.</b>	<b>Printer Description</b>	<b>Complete configuration of the Printer</b>	<b>Quantity</b>	<b>Working/Non Working</b>
1.	HP make	Laserjet 1022	11	Working
2.	HP make	Laserjet 1505	14	Working
3.	HP make	Laserjet M2727nf	02	Working
4.	HP make	Laserjet 1008	08	Working

**Note: Number of equipment may vary and the payment shall be made as per actual basis.**

**Annexure-III**

Department Name

Complaint Logbook

<i>SINo</i>	<i>Date/ Time</i>	<i>Machine Name</i>	<i>Number</i>	<i>Location</i>	<i>Brief Problem of machine</i>	<i>Complaint Number obtained from AMC Service Provider</i>	<i>Signat ure</i>	<i>Status of Machine</i>	<i>Signatu re of Compla inant</i>	<i>Date/ Time</i>	<i>Signature of Service Engineer</i>

Signature of Head of Computer Branch



