

GOVERNMENT OF INDIA
DEPARTMENT OF TELECOMMUNICATIONS
OFFICE OF THE CONTROLLER OF COMMUNICATION ACCOUNTS
KARNATAKA CIRCLE, 1st FLOOR, AMENITY BLOCK, PALACE ROAD
BANGALORE – 560 001

Notification No. 12/ADMN-2/32/2011

Dated the 22 September 2015

Sub: - Limited Tender notification for Annual Maintenance Contract of Servers, Personal Computers and peripherals

Sealed tenders are invited on behalf of the President of India from reputed firms experienced in maintenance of Servers, Personal Computers and peripherals for award of Annual Maintenance Contract for one year as per the items listed in Annexure – I. The AMC should be comprehensive and cover all spares

2. Tender should be submitted in the format enclosed. A copy of this notification duly signed on all the pages shall be attached with format, agreeing to the terms and conditions of this tender.

3. Along with the tender the following may be enclosed.

- a) A brief profile of the company.
- b) A brief list of reputed clientele.
- c) A brief note on service set up.
- d) Performance certificate(s) for the similar contract with any other clientele.

4. The price quoted by the firm should show separately basic maintenance charges per annum and service tax.

5. Sealed tender superscripted as “Tender for Annual Maintenance Contract of Services, Personal Computers & peripherals should be addressed to:-

The Dy. Controller of Communication Accounts(Admn),
Office of the Controller of Communication Accounts,
1st Floor, Amenity Block, CMX Compound, Place Road,
Bangalore – 560 001.

6. Before offering the tender, the intending firms may inspect the existing hardware in this office on any working day with prior appointment with the undersigned.

7. Further information and clarification, if any, can be had from the undersigned after prior appointment (Phone No. 22370826/22351561) during working hours.

8. The successful tender will be required to maintain the servers/computers peripherals for the systems in the office of the CCA, Bangalore as detailed in Annexure – I and execute an agreement in the form of ‘terms and conditions for AMC’ attached.

9. Inspection: After the contract is awarded, if it is found that the service given by contractor is not satisfactory, the contract may be terminated by the DOT as per the terms of AMC.

10. Payment Terms:

- (a) The payment for the AMC would be made in arrears at the end of every quarter within 15 days from the date of receipt of the bill/invoice. No advance payment will be made.
- (b) The invoice/bill shall be submitted in TRPLIATE duly stamped and pre-receipted at the end of each quarter.

11. When any goods or materials are taken to the contractor's site for repairs, the Contractor shall ensure that the goods are securely and adequately packed to ensure safe carriage till its arrival back at the office of the CCA, withstanding all hazards during transit at his risk.

12. The last date for receipt of sealed tender, complete in all respects, is 1500 Hrs on 06-10-2015 and tenders so received will be opened in the presence of those tenderers also who may be present on the same day at 1530 Hrs.

13. The CCA, Karnataka Circle, Bangalore, reserves all rights in this behalf including the right to reject or accept any tender without assigning any reason and also to annual or modify any or all the terms and conditions stipulated herein. The decision of the CCA, Karnataka circle, Bangalore in this behalf will be final and binding.

Sd/-

Dy. Controller of Communication Accounts(Admn)

Ph: 080-22350601

TERMS AND CONDITIONS FOR COMPREHENSIVE ANNUAL MAINTAINANCE OF COMPUTERS AND PRINTERS WITH THE DEPARTMENT OF TELECOMMUNICATIONS, OFFICE OF THE CONTROLLER OF COMMUNICATION ACCOUNTS, KARNATAKA CIRCLE, BANGALORE.

1.1 General Terms:-

(a) This agreement is made on ----- at Bangalore on behalf of the president of India represented by the Controller of Communication Accounts, Karnataka Circle, DOT, Bangalore -560 001, herein after called the client on the one hand with -----

Herein after called contractor.

(b) The contract shall be effective with effect from -----
-- and valid up to-----

1.2 Terms of the Agreement & Renewal Terms:

The Agreement is initially made for duration of one year. The agreement may be extended for a further period of one year as may be mutually agreed upon. If one of the party does not fulfil the contracted obligations as specified in the agreement the other party has the right to terminate this agreement after written notification to the first party, indicating the violations and giving a time of 30 days to correct such violations after such notification. In case the violations are not rectified within the prescribed period, the agreement will stand terminated.

1.3 Scope of Agreement:

The contractor shall be responsible for the maintenance of the equipment mentioned in Annexure – I (herein after referred to as the equipment) during the currency of the agreement for AMC. The maintenance of the equipment covers all spare parts of the PCs, Printers and HDD of the PCs, installation of hard disk operating systems and formatting of hard disk. However, it does not include printer head of the printer, the charges for which shall be paid separately to the contractor. When the printer head is changed it will be charged individually at the prices applicable at that moment. The replaced printer head shall, however remain with the client. The contractor shall supply and replace genuine, quality spare parts. The replaced spare parts should have a warranty of atleast one year from the date of replacement.

1.4 Contractor's obligations:

The contractor's obligation shall be limited to the preventive maintenance repair or replacement of any equipment or for part of the equipment which has been reported as defective by Dept of Telecommunications and found to be defective by the contractor after inspection. All the replaced parts shall become the property of the contractor.

The contractor should assure a minimum down time and attend to all breakdown calls in the hardware and operating software within 1 (one) working day. Contractor shall also set up a help desk in their office on all working days which will provide assistance over phone or fax to the client.

1.5 Preventive Maintenance:

The contractor shall also ensure a minimum of two visit per location for preventive maintenance in one month. And shall ensure installation of Antivirus in all the systems and time to time renewal of the same and further lend support to stabilize the existing LAN. The days of preventive maintenance should be mutually agreed upon by the client and the contractor and schedule of visits drawn up.

1.6 Department of Telecommunications'(client's) obligation:

- (i) To provide free access to the equipment of all the working days to the contractor to enable him to carry out required maintenance. The Department of Telecommunications will certify the work done by the contractor's engineer.
- (ii) To register breakdown calls with the contractor in a proper format to be approved by the Controller of Communication Accounts, Karnataka circle, Bangalore.
- (iii) The system shall not be shifted from its original location. If shifting is unavoidable the contractor shall be informed about it.

1.7 Non-applicability of AMC:

AMC shall not apply to any equipment for repairs, replacement of parts, thereof as required on account of clauses other than ordinary usage including misuse, transportation damage and operation outside the normal usage, If any equipment is altered or modified, tampered, subject to physical or electrical stress, damage and their repair work is carried out by unauthorized person and system opened without express approval of the contractor.

1.8 Premium:

The AMC amount will be invoiced by the contractor and the **payment will be made quarterly in arrears**. The payment of AMC charges shall be released only at the end of each Quarterly maintenance period, after successful discharge of contractor's obligations.

1.9 Penalty clause:

In case of the failure on the part of contractor to attend to the calls within the stipulated time as prescribed in para 1.4 and 1.5 the client reserves the right to impose a minimum 5% & maximum 10% of contract amount, as penalty on the quarterly amount due and payable under AMC.

Also, in case the contractor fails to perform the obligations as per clauses of the AMC, the Annual Maintenance Contract will stand terminated.

1.10 Force Meajure:

- (a) If an any time during the continuance of this agreement the performance in whole or in part by either party of any obligation under this agreement shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, terrorist activities, disturbed law and order situation, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, natural calamities, strikes, lock outs, or acts of GOD (herein after referred to as "event") provided notice on happening of any event is given by reason of such event be entitled to terminate this agreement nor shall either party have any claim for damages against the other in respect of such non-performance of delay in performance and deliveries under the agreement. The agreement shall be resumed as soon as practicable after event has come to an end or ceased to exist, provided further that if performance in whole or part of any such event for a period exceeding 180 days either party may at its option terminate the agreement.
- (b) During the continuance of any such event each party shall make reasonable efforts to avoid or remove the causes of such non-performance or delayed performance.

1.11 Arbitration:

If any dispute arises concerning this agreement, if interpretation of the payment to be made there-under, the same shall be settled by mutual consultations and negotiations. If attempts for conciliation do not yield any results within a period of 30 days, Controller of Communication Accounts (CCA) would be the Sole Arbitrator and this agreement shall be terminated at the discretion of the Sole Arbitrator at any given point of time.

1.12 Jurisdiction:

The agreement shall be deemed to have been concluded in and all obligations hereunder shall be deemed to be located at and the courts within the Bangalore jurisdiction will have jurisdiction to the exclusion of all other courts.

1.13 Agreement:

This document together with any attachment signed herein by both parties shall constitute the Agreement pending between the client and the contractor.

Signed on behalf of the President of India
Represented by Jt. Controller of Communication
Accounts, Karnataka Circle, Bangalore.

Signed on behalf of Contractor
By :

Name :
Designation :
Place :
Date :

Name :
Designation :
Place :
Date :

ANNEXURE – I

SL.NO.	CATEGORY	NO. OF UNITS UNDER AMC
01	Server	02
02	PCS	50
03	Printers	32
	Total	84