



**APPELLATE TRIBUNAL FOR
ELECTRICITY
Core 5, Ground Floor, SCOPE
Building,
Lodhi Road, New Delhi-110003**

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File No.21/04/2018-Adm./APTEL

Dated : January, 2019

**Call for Tender for Annual Maintenance Contract for Computers/Laptops/
Printers/UPSs and other Items of APTEL (Appellate Tribunal for Electricity)**

Sealed quotations are invited from reputed firms for providing Comprehensive Annual Maintenance Contract (AMC) for Personal Computers, Laptops, Printers, Scanners and UPSs to this Tribunal. Before submitting the quotations the firms are requested to go through the terms and conditions and also visit this office to inspect the condition and location of the items since the contract would be awarded on "As is Where is" basis. Firm may make appraisal of equipments before taking up AMC since the same is being awarded on "As is where is" basis. APTEL will not be responsible for any complaints/problems, which are already in existence after the contract is accepted by the firm. Number of items under AMC may vary due to withdrawal or inclusion of equipments suiting the administrative convenience of APTEL, for which the firm will have no claim.

ELIGIBILITY

1. Prior experience of providing such services to minimum of two Government Officers/Organizations or International Bodies during the last three years. List of clients in support of this should be enclosed.
2. The Firm must be registered with the Registrar of Companies. The quotations shall be accompanied with self-attested photocopies each of the following :
 - a) Certificate of Registration
 - b) Registration of Service Tax with TAN Number
 - c) Company profile with experience certificate and list of clients
 - d) Copy of PAN/GIR
 - e) Certificate of GST
 - f) Registration Certificate of ESI
 - g) Registration Certificate of EPF; and
 - h) IT return filed for the last three years
3. Authorized service provider and AMC partner of leading Firms i.e. HP, HCL, Acer, Canons etc. is preferable.

4. Firms blacklisted by Government / Autonomous Body / PSU / Corporate Organization are not eligible to Bid. If, at any stage of bidding process or during the currency of contract, such information comes to knowledge of APTEL, the APTEL shall have right to reject the bid and forfeit the EMD or terminate the contract, as the case may be, without any compensation to the bidder.

BIDDING PROCEDURE

1. The Bid should be submitted in two parts. Part-A, Technical Bid and Part-B Finance Bid (**format enclosed**).
2. Both bids should be submitted in sealed envelope addressed to Director, Appellate Tribunal for Electricity, Core-4, 7th Floor, SCOPE Complex, Lodhi Road, New Delhi.
3. Bid must be accompanied with Earnest Money Deposit of Rs.40,000/- (Rupees Forty Thousand Only) in the form of DD in favour of “Pay and Accounts Officer, Ministry of Power, New Delhi” payable at New Delhi from any Nationalized Bank. No tender shall be accepted without earnest money, which will be refunded to the unsuccessful bidders after finalization of tender. Earnest money deposited will bear no interest.
4. Exemption for EMD/SD: Valid NSIC/MSME/UdyogAadhaar Registered Firms are exempted from submission of Security Deposit only subject to production of documentary evidence.
5. Tender should reach this office on or before **18.02.2019 at 11.00 a.m.** The Technical Bid of tenders will be opened on the same day at 11.30 a.m. at the office premises of the APTEL. At the second stage, financial bids of only the technically accepted offers will be opened, the date and time of opening the financial bid for further evaluation and ranking will be informed separately.
6. The authorized signatory of the firms should sign all pages of the tender documents as a token of their acceptance. No deviation or departure from the terms and conditions mentioned in this document would be permitted.
7. The rates should be quoted only as per format given in Annexure. Conditional Bids, without the documents specified in Para-2 shall not be considered and will summarily be rejected. No overwriting/cutting is permitted and in such cases the bids will be rejected.
8. The agency that has quoted the lowest rate on the basis of “Total Charges” in Annexure will be selected. However, the decision of the Competent Authority of APTEL will be final. If the lowest quoted agency does not accept the order, their EMD will be forfeited. The rates quoted should ensure that the skilled personnel deployed for this service contract are paid as per the statutory norms including the Minimum Wages, as prescribed by the Government of Delhi from time to time and the statutory benefits like PF, ESI, Bonus etc.

JOB CONTENTS

1. The comprehensive contract for maintenance covers all items i.e. Desktop Computers, Laptops (CPU, Motherboard, Memory, Monitor, Speakers, Microphone, Mouse, Keyboard, software etc.), Printers, Scanners, UPS and

- Software support like installation of various office suits software and other software supports as per requirements of the user.
2. The Firm is supposed to repair or replace all component at their expense except ;
 - a. In case of Computers/Laptops and servers : Plastic parts and Hard disk only
 - b. In case of Printers : Plastic parts and Hard Disk only
 - c. In case of UPS : Batteries
 3. The job will include, but not limited to the following :-
 - a. Upkeep and maintenance of the hardware installed.
 - b. Upkeep and maintenance of the software like Windows or any other operating System, Antivirus Software, MS Office (various versions), Internet Explorer.
 - c. Installation, uninstallation, maintenance, upkeep, removal, re-installation, repair etc. of any software/hardware purchased by the office from time to time.
 - d. Maintenance of operating systems, software installation and configuration of interest/e-mail on computers
 - e. Render preventive maintenance services for any fault in the computers, Laptops, printers, UPS, scanners, modems or any other computer related items/peripherals including hardware and software.
 - f. Any other maintenance work to be undertaken related to computers, Laptops, printers, UPS and any other hardware/software/peripherals not mentioned above.
 4. The firms shall be responsible for all kinds of risk involved, liabilities and obligations arising out of this contract under any provisions of law in force from time to time.
 5. The machines are presently in their proper designated places. However, in the interest of work in emergency situation, they may be shifted to some other location within the Office of APTEL and/or the residential offices of the Hon'ble Chairperson and Members of APTEL.
 6. The Firm will be responsible for the safety of his staff during the performance of their duty at the APTEL's site and APTEL will remain indemnified for any claims.
 7. The firm shall provide tools and equipment required for the maintenance purposes.
 8. The firm shall get the maintenance of the system, including the clearing thereof, done by his maintenance staff solely at his own risk. APTEL shall not, in any way, be liable to make any payment, incur any expenditure or face any law suit in any court of law for any injury or death suffered by the firm's maintenance staff during the course of maintenance under the AMC.
 9. The firm shall be required to hand over all the equipment in working condition at the time of termination of the contract, otherwise the equipment, found faulty, shall be rectified from any external agencies and whole replacement/repair cost will be borne by the firm only.
 10. The firm shall also undertake regular maintenance of all equipments (including manpower required for the same) of APTEL

11. The firm is required to provide complete facility management services for the coordination of maintenance of available, future supplied and configured IT infrastructure at APTEL office including residential offices of the Hon'ble Chairperson, Judicial Member and Technical Members during the warranty and AMC period.
12. The broad responsibilities shall include :-
 - a. Coordination of maintenance of the IT System (Hardware and Software) backup
 - b. Networking System Administration and system operation system.
 - c. Coordination of Anti Virus Services.
 - d. System Support and Troubleshooting
 - e. Operation Support.
 - f. User Support/troubleshooting and help
13. The personnel will be required to address other issues relating to the computers and related equipments and services as are desired by the officers of APTEL.
14. It shall be the responsibility of the bidder to make all equipment work satisfactory throughout the contract period and also handover the equipments to this office in working condition on the expiry of this contract.
15. It may be noted that the above job content is not an exhaustive list and is only indicative in nature.

TERMS AND CONDITIONS

1. Repair work should be done within the premises of APTEL to the extent possible. No equipment shall be taken away by the firm engineer/firm without prior intimation and permission from competent authority in APTEL. In case any equipment is to be taken out of our premises for repair, a standby equipment of similar configuration will be provided by the firm at no extra cost.
2. The firm will provide new, genuine & same make of part of computers in case replacement. In the event of their non-availability of same make the part will be replaced with good equivalent quality part under intimation of authorized persons of APTEL. The damaged/worn out parts/sub-parts would be the property of APTEL and should be handed over to authorized representatives of APTEL.
3. In the case of Computer hardware and its peripherals, the contract will be comprehensive in nature, i.e., the rates approved will cover the maintenance of operating systems, software installation and configuration of internet/e-mail on computers and cost of all spare parts except consumables like plastic parts, printer bands, printer ribbons, toners and laser-jet printers and inkjet cartridges, fuser assemblies, power adopter, roller or printers, printer's Teflon, printer head, scanner lamp, monitor picture tube and HDD media etc.
4. The firm should make its own arrangements to shift the equipments including picking up and dropping up of the equipments.
5. Firm shall be solely responsible for any loss or damage to APTEL's property while it is in his charge during the period of the job order/assignment.

6. All complaints should be attended immediately and in any case not later than 4 hours of lodging such complaint. It is supposed that all UPSs and Internet Connectivity will ensure at least 95% uptime.
7. In case of non-attending the complaint within the time-limit mentioned above the payment to the firm would be adjusted by deduction of Rs.200/- per day per complaint for non-attendance. In case of non-attending/completion of call within two working days, the firm shall provide standby equipment at no extra cost even if the repair is carried out within APTEL premises. Otherwise, the rectification would be got carried out by APTEL at the risk and cost of the firm for which shall the cost incurred plus 10% Departmental service charges will be recovered from the firm.
8. Firm should depute a well trained qualified service engineer exclusively for this office daily from 9.00 a.m. to 5.30 p.m. on all working days, who will report to Director (Admn.). The services of the engineer may also be required as and when the need arises on holidays/beyond working hours, which would be intimated in advance. However, no additional payment for the same would be made.
9. The personnel deployed for attending the complaint should have proper knowledge in handling the items and should have necessary authorization/permission to attend the complaint. Loss due to mishandling of the above items by the personnel deployed to attend the complaints should be borne by the Firm.
10. Firm shall be solely responsible for any loss or damage to APTEL's property made due to the negligence of the personnel deployed for execution of above maintenance work.
11. Firm shall be fully responsible for theft, burglary, fire or any mischievous deeds by his staff and will bring back the system to its original condition.
12. The person deployed in this Tribunal will be on the roll of the firm and have no right for any claim for regular employment in the Tribunal/Government service.
13. Failure to employ well qualified and competent personnel or deficiencies in service shall be enough ground to cancel for AMC.
14. The person deputed must be capable of handling hardware and/or software issues including installation of new hardware/software, repair of the existing facilities etc. The firm shall disclose the qualification and experience of the person so deputed.
15. The rates quoted should ensure that the personnel deployed for this service contract are paid as per the statutory norms including the Minimum wages, as prescribed by the Government of Delhi from time to time, and the statutory benefits like PF, ESI, Bonus etc. It shall be the responsibility of the firm for ensuring satisfactory execution of the job as well as compliance of all statutory requirements/benefits.
16. The firm will monitor the performance and presence of the manpower deployed for the work of Tribunal.
17. The person deployed must be well mannered and loyal and if any time found to be guilty of mis-conduct in any matter, the same shall be replaced by the firm immediately and such personnel shall not be redeployed for duty again.
18. The firm should ensure that the person deployed wear a neat, clean and proper office attire and maintain discipline & behavior like non-consumption of alcohol and smoking while on duty etc.

19. The personnel deployed, during the course of their work, shall be privy to certain official documents and information which they are not supposed to divulge to third parties. Breaching the above shall make the service provider as well as the person concerned liable for penal action under IPC, Cr.P.C. or any other relevant provisions besides, action for breach of contract.
20. Firm shall be held responsible in case any of the person engaged by them creates unwanted situation, unnecessarily shouts, raises slogans against any officer/person within the office premises or during the period of the job order. This act shall be considered as breach of the job assignment and shall be dealt with as may be deemed fit by the Competent Authority of APTEL.
21. Firm shall be fully responsible for theft, burglary, fire or any mischievous deeds by the staff.
22. The firm shall ensure that no problem pertaining to their employees is passed on to APTEL, fully or, partly in any manner whatsoever.
23. In case it is felt by the APTEL that any person engaged by the firm is not suitable for carrying out the job inside the APTEL premises then the person is to be replaced immediately by the Firm.
24. The firm should not assign or sub-let the contract or any part of it to any other agency.
25. The Firm shall be responsible for all risks involved, liabilities and obligations arising out of this contract under any provisions of law in force from time to time.
26. After the expiry period of the AMC, the firm shall hand over the possession of all the computers/Laptops, its parts, accessories and other systems including UPS, Monitors etc. alongwith all the sub-parts to APTEL in perfect working condition.
27. APTEL reserves the right to withdraw/relax any of the terms and condition mentioned above so as to overcome the problem encountered at a large stage.
28. The number of items/IT equipments for annual maintenance may be varied without any cost implications.

PAYMENT PROCEDURE

1. Payment would be made on quarterly basis on submission of bill in duplicate by the firm supported by reports duly signed by Engineer of the Firm countersigned by authorized officer of APTEL subject to satisfactory performance report by the concerned officer and submission of preventive call report after satisfactory provision of services for the period. The bills shall be processed and paid with a reasonable time.
2. TDS/GST at the prescribed rate from time to time would be made from the bills in accordance with the provisions.
3. Any other deductions mandated by the prevailing laws applicable to such contracts would also be made.
4. **Security Deposit** : An amount of 10% from the running bill shall be deducted as security deposit. Security deposit shall be retained by APTEL as contract performance guarantee. The EMD deposited alongwith the tenders will be adjusted against the Security Deposits to be deducted on the running bills. No interest shall be payable by the Tribunal on the Security Deposit.
5. The Security Deposit shall be refunded on expiry/completion of the contract, if not continued further. In the event of the agency failing to comply with any provision of the contract or unsatisfactory services, the security deposit shall

be forfeited by APTEL. The decision of the Competent Authority in this regard shall be final and binding.

6. No advance payment will be made under any circumstances, whatsoever.

PERIOD OF AMC AND FORE-CLOSURE

1. The contract will be initially for one from the date of award and assumption of contract by the Firm. The contract can be further extended on existing rates and terms for one year at a time subject to maximum of two years on satisfactory performance basis provided the requirements persist at that time or, may be curtailed/terminated at any time before the normal tenure owing to cessation of requirement or deficiency in service or substandard quality of manpower deployed by the service provider or violation of any provision of the contract. No enhancement in rates would be considered for whatsoever reason.
2. The Tribunal reserves the right to reduce in part or full the scope of the contract during the period of award of contract. The payments would also be adjusted on pro-rata basis as determined by the Tribunal. The revised payment shall be acceptable to the firm.
3. APTEL reserves the right to terminate the contract earlier either in part or in full at anytime, if there is violation of any provision or conditions of the contract. In the vent of such termination, firm shall be paid for the actual work performed till the date specified in the notice.

PENALTY FOR NON-PERFORMANCE/UNDER-PERFORMANCE

1. If the firm fails to provide competent and adequate number of personnel for satisfactorily completion of the Tribunal work or in case of any delay in deployment of personnel pro-rata deductions will be made from the bills claimed by the firm on the basis of whole month's rate worked out based on the total charges of the contract.
2. In case of non-attending the complaint within the time-limit mentioned above the payment to the firm would be adjusted by deduction of Rs.200/- per day per complaint for non-attendance. In case of non-attending/completion of call if the repair is carried out within APTEL premises. Otherwise, the rectification would be got carried out by APTEL at the risk and cost of the firm for which all the cost incurred plus 10% Departmental service charges will be recovered from the firm.

SETTLEMENT OF DISPUTES & ARBITRATION

In the event of any dispute or difference whatsoever arising under this contract or in connection therewith including any dispute relating to existing meaning and interpretation of this contract, the same shall be settled amicably in the first instance. All unresolved disputes/difference shall be referred to the sole arbitration of mutually agreed person appointed by the Competent Authority.

(AJAY KUMAR)
Director (Admn.)

Technical Bid – Part “A”

Sl. No.	Items	Description
1.	Name of the Firm	
2.	Address for communication and Contact detail(s)	
3.	Details of Earnest Money Deposit (Amount, DD No. & Date and Bank Details)	
4.	Are you a certified service provider of any leading Computer Manufacturer / Distributor / Service Provider, Give details.	
5.	Name of the Government Organization currently providing AMC (attach copies)	
6.	Technical competence Attach list of clients.	
7.	Annual turn over (attach recent ITR)	
8.	Any other details with supporting documents as given in eligibility	

It is certified that the above mentioned information is correct.

Date :

Authorized Signatory

Financial Bid – Part “B”

Name of the Firm :

List of the equipments under comprehensive AMC.

(In Rupees)

Sl. No.	Devices	Quantity	Rate per unit	Total
1.	Computers			
	Acer	08		
	Lenova	02		
	HP	38		
2.	Laptops			
	Dell	01		
	Lenova	02		
	Lenova Yoga 500	01		
	Apple Macbook Pro	01		
	HP Pavilion	01		
	HPNB15G	01		
3.	UPS			
	Microtek	01		
	650VA	01		
4.	Printers			
	HP 1010	05		
	HP 1020	29		
	HP 226DN	01		
	HP 1022	02		
	HP 1025	01		
	HP 1005	01		
	HP 6830	01		
	HP 6500	01		
	Canon L1402	02		
	Canon mf633	01		
	Samsung CLP26	01		
	SCX 4720	02		
5.	Scanner			
	HP 2410	01		
6.	GST as applicable			
7.	Charge for deployed service Engineer	One person		
	Total amount quoted for all above items towards AMC and for deploying service engineer			

Authorized Signatory

Date :

Place :