

**OFFICE OF THE CONTROLLER GENERAL OF PATENTS,  
DESIGNS & TRADE MARKS,  
IPO BUILDING, PLOT NO.32, SECTOR-14, DWARKA,  
NEW DELHI – 110078.**

**Notice Inviting Tenders (NIT)**

1. Intellectual Property Office in particular the Patent office New Delhi invites sealed tenders from eligible tenderers for the following work:

Name of Work	Annual Maintenance Contract of Computers and associated peripherals at Intellectual Property Office – Delhi	
Items	Servers Desktop computers laptop computers LaserJet/DeskJet printers/Multifunction Printers Scanners Switches Routers Projectors	2 193 29 128 12 28 3 2
Period of Operation	12 months	
Earnest Money Deposit	Rs. 50,000/-(Rupees Fifty Thousand only)	

2. The applicant companies should fulfill the following qualification criteria:
- The company should be registered under the Companies Act.
  - The company should be in the business of Computer Hardware Maintenance Services for at least five years.
  - The turnover of the company in the Computer Hardware Maintenance Service operations alone should be at least Rs.2 crore per annum during each of last two financial years 2009-10 & 2010-11.
  - The Company must be an Original Equipment Manufacturer (OEM)
  - The company should be ISO certified.
  - The company should have satisfactorily executed a comprehensive AMC of the computers and peripherals such as printers, scanners etc., of the following order for at least one government or Semi Government organization in each of last two years:
    - One single comprehensive AMC for a minimum of 250 computers; OR
    - Two comprehensive AMCs for a minimum of 150 computers each.
  - Other conditions and details are specified in the Tender Document.
3. It will be a two-stage tender process comprising technical and financial bids.

4. **The important dates are:**

Sale of Tender Document	All working days from 10 <sup>th</sup> August, 2011 to 29 <sup>th</sup> August, 2011 between 11.00 AM to 3.00 PM
Inspection of computer /equipments	23 <sup>rd</sup> August to 29 <sup>th</sup> August, 2011 between 11.00 A.M to 1.30 P.M.
Last date for receipt of tenders	29 <sup>th</sup> August, 2011 upto 5.00 P.M.
Opening of Technical Bids	30 <sup>th</sup> August, 2011 at 3.00 PM at Patent Office, New Delhi
Opening of Financial Bid	Will be informed on the day of opening of Technical Bids

5. Tenders received after the date and time specified for the purpose shall not be entertained and will be out rightly rejected without assigning any reasons.
6. Tenders can be withdrawn before the opening of Technical Bids by sending a written request. The withdrawn tenders will be collected personally by the Purchaser.
7. The Tender Document can be purchased from Cash counter of Patent Office New Delhi by making cash payment or against a Demand Draft/Pay Order of Rs.500/- (Rupees Five Hundred only) drawn in favour of “Controller of Patents” and payable at New Delhi.
8. The tender document is also available on the Websites <http://ipindia.gov.in>. In case the tenderer is using the Tender Document downloaded from the website, he will submit, along with the bids, in a separate envelope, a Demand Draft/Pay Order of above mentioned amount drawn in favour of “Controller of Patents” and payable at New Delhi.

Administrative Officer,  
Intellectual Property Office Building,  
Plot -32, Sec-14, Dwarka, New Delhi-110078  
Tel: 28034304, 28034305

**Tender form No.**

**OFFICE OF THE CONTROLLER GENERAL OF PATENTS, DESIGNS & TRADE MARKS,  
IPO BUILDING, PLOT NO.32, SECTOR-14, DWARKA,  
NEW DELHI – 110078.**



**TENDER DOCUMENT FOR  
COMPREHENSIVE ANNUAL MAINTENANCE  
CONTRACT OF COMPUTERS AND  
ASSOCIATED PERIPHERALS**

**The important dates are:**

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**PRICE : Rs.500/- (Rupees Five Hundred only)**

Cash Book Receipt (CBR) No issued by the office

To

The Administrative Officer,  
Patent Office,  
Boudhik Sampada Bhawan,  
Plot No.32, Sector – 14,  
New Delhi – 110 078.

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## 1. INTRODUCTION

1.1 The Patent Office under Office of the Controller General of Patents, Designs & Trade Marks hereinafter referred as IPO or Patent office or Intellectual Property Office is engaged in the administration of Patents Act, 1970 to grant patents. The office is having Servers / desktop/ laptop computers/ LaserJet Printers, Scanners, Switches & Routers as per annexed Schedule (V) at IPO Building in New Delhi and requires services for their regular maintenance and prompt repair. These computer equipment (Servers, Desktop/Laptop Computers, LaserJet Printers, scanners etc.) are installed at above mentioned location.

## 2. INTENT OF THE ANNUAL MAINTENANCE CONTRACT (AMC)

2.1 It is intended to select a company for the award of the Comprehensive Annual Maintenance Contract (AMC) for the following in IPO Building:

- Repair, maintenance and upkeep of computers and associated peripherals, like, printers, Scanners, etc. and associated hardware connected in LAN or otherwise, including removal of virus from PCs, loading of Systems, MS Office software etc., and Call management within IPO building.
- Redressal of complaints related to hardware, Operating system and office productivity software (including formatting of hard disks after taking backup as and when required) and virus scanning and cleaning.

2.2 All the equipment are of standard make such as HCL, HP, Wipro, Dell, Compaq etc. The company with whom comprehensive AMC is executed shall be required to replace all the defective parts of the equipment with genuine original spare parts.

2.3 The detailed specifications and quantities of the equipment are indicated at **Schedule- V** to this Tender Document. Bids will be evaluated on the basis of quantities indicated in the said Schedule. However, Intellectual Property Office reserves the right to vary the quantities at the time of award of contract.

## 3.0 INSTRUCTIONS TO THE TENDERERS

3.1 The Tender Document can be purchased from Cash counter of Patent Office New Delhi by making cash payment or against a Demand Draft/Pay Order of Rs.500/- (Rupees Five Hundred only) drawn in favour of "Controller of Patents" and payable at New Delhi

3.1.1 The Tender Document is also available at Intellectual Property Office Website: <http://ipindia.gov.in> Tender fee of Rs.500/- in the form of Demand Draft/Pay Order will be furnished separately at the time of submitting bid, by the bidders using Internet documents.

3.2 The bid shall be prepared strictly in accordance with the instructions contained in this Document, particularly para 3.3, and submitted in a properly sealed cover addressed to Administrative Officer, Boudhik Sampada Bhawan, Plot No.32, Sector – 14, New Delhi - 110078 and super-scribed "OFFER FOR COMPREHENSIVE ANNUAL MAINTENANCE OF

COMPUTERS/ PRINTERS/SCANNERS/OTHER PERIPHERALS". The interpolations, insertions, cuttings and corrections, if any, made in the quotation must be duly initialed by the tenderer.

- 3.3 Each bidder shall submit his bid in two parts viz. 'Technical Bid' and 'Financial Bid' in separate sealed covers superscribed with the words 'Technical Bid' and 'Financial Bid' as the case may be. The Demand Draft/Pay Order for Earnest Money should be submitted in a separate sealed envelope and superscribed with the words "Earnest Money". The two parts of the bid and the envelope containing Demand Draft/Pay Order of Earnest Money shall be placed in one sealed cover, which shall be marked and superscribed as indicated in Para 3.2 above. Those using internet documents shall also enclose in the sealed cover a separate envelope containing a Demand Draft/Pay Order of Rs.500/(Rupees Five hundred only) as indicated in Para 3.1.
- 3.4 Telegraphic/telex/fax/e-mail quotations are not acceptable and will be ignored.
- 3.5 The bidders shall be free to inspect the equipment between 11.00 AM and 3.00 PM, on 23rd to 29<sup>th</sup> August, 2011.
- 3.6 While submitting the bid, the bidder shall be deemed to have read, understood and accepted all the terms and conditions stated in this Tender Document. All certificates/information/documents as listed under Para 4 shall be furnished along with the bid.
- 3.7 The bidder shall indicate the complete address of the Company/Office and Service Centre along with the name(s) of the contact person(s) and their telephone/Fax/Mobile No.(s) and other particulars as per the Proforma at Schedule-I.
- 3.8 A Certificate, that all costs of repair and maintenance charges have been included in financial bid, shall be furnished by the bidder along with the financial bid.
- 3.9 The offer should be valid for acceptance for a period of at least 120 (one hundred and twenty) days from the date of opening.
- 3.10 The bidder shall submit the Technical Bid in Schedules I, II III & IV to this Tender Document along with other documents specified in Para 4 below.
- 3.11 The bidder shall quote the item-wise unit charges (Servers, laptops, desktop computers, printers, scanners etc) for the maintenance of the equipment as detailed in Schedule V. **However, the Financial Bid shall be evaluated on the basis of overall AMC charges for all the items mentioned in Schedule-V taken together and not on the basis of the charges quoted for the individual items.** The rates should be quoted both in figures and words. The rates quoted shall be net and firm and no change of rates shall be allowed during the contract/extension period for any reason. However, in the event of an increase in taxes/duties, the extra liability incurred by

the bidder shall be borne by IPO. Similarly in the event of abolition/reduction of taxes/duties, the savings accruing to the bidder shall be passed on to IPO.

3.12 In case of discrepancies, the minimum quoted price shall be considered for evaluation.

Arithmetic errors will be rectified on the following basis:-

(a) If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the contractor does not accept the correction of errors, its bid will be rejected.

(b) If there is a discrepancy between words and figures, the amount whichever is lower will prevail.

3.13 The offers/bids must be sent by Registered Post/Courier/By hand/Speed Post sufficiently in advance so as to reach the Office of the Administrative Officer as at Para 3.2 above, by the scheduled date and time. Any bid received later will be returned unopened.

3.14 The bids prepared as per procedure in Para 3.3 above will be received upto 5.00 PM on or before 29<sup>th</sup> August at the Patent Office New Delhi-110078 and will be opened (Technical bids only) at 3.00 p.m. on 30<sup>th</sup> August. (In case the said day happens to be a holiday, the bids will be accepted and opened on the next working day at same time The bidder or any of his authorized representatives may be present at the time of opening of bids. The representative so deputed should also bring with him a letter of authority from the firm for having been authorized to be present at the time of opening of tender.

3.15 The date of opening of Financial Bids shall be intimated separately, only to the bidders declared successful in Technical Bids.

3.16 Conditional or ambiguous tenders are liable to be rejected summarily. All the bids in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.

IPO may waive off any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or affect the relative ranking of any bidder.

3.17 To assist the examination, evaluation and comparison of bids, the IPO may at its discretion ask the bidder for clarification of its bid. The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought; offered or permitted.

3.18 Tender Document is non-transferable

3.19 Tender without Earnest Money Deposit (EMD) will be rejected out-rightly

3.20 The tender should be completed in all respects. Full particulars and descriptive literature should

be forwarded with the technical bid.

- 3.21 No tenderer shall be allowed to revise its original price, after its submission
- 3.22 Post delay or loss of tender in transit will not be the responsibility of Patent Office
- 3.23 The offer sent by FAX/Telex or e-mail will not be considered

#### **4. QUALIFYING REQUIREMENTS AND DOCUMENTS TO BE FURNISHED**

- 4.1 The bidder should have been in the business of Computer Hardware Maintenance Services for at least five years. A certificate from the authorized signatory of the Company is to be submitted along with the Technical bid in this regard. The bidder must also be an OEM with valid ISO certification
- 4.2 Schedules I, II, III and IV to this Tender Document, which constitute the Technical Bid, shall be duly filled in and submitted. Information asked for in these Schedules must be furnished in the given format only and should be supported by necessary documents. It may be noted that supporting documents alone shall not be accepted as a substitute for the information asked for in the Schedules.
- 4.3 The bidder should have a minimum turnover of Rs. 2 crore per annum in Computer Hardware Maintenance Service operations alone during each of the last two financial years viz. 2009-10 and 2010-11. The bidder is required to attach a Certificate to that effect from the Chartered Accountant of the company as per the format given in Schedule III. The balance sheets reflecting the amount mentioned in the Certificate towards the computer hardware maintenance service operations are also to be submitted.
- 4.4 The bidder should have executed, the maintenance of Servers, laptops, desktop computers and peripherals such as printers, scanners, etc., under a comprehensive AMC, for various organizations, one of which must be a government or semi-government organization, in each of last two financial years viz. 2009-10 and 2010-11, and the size of the contract should be:

One single comprehensive AMC for a minimum of 250  
computers; OR

Two comprehensive AMCs for a minimum of 150 computers each.

**Documentary proof in respect of the above should be provided along with the Technical bid.**

- 4.5 The bidder should furnish the Performance Certificates for rendering satisfactory services for satisfactorily executed a comprehensive AMC of the computers and peripherals such as printers, scanners etc., of the following order for at least one government or Semi Government organization in each of last two years:
  - i. One single comprehensive AMC for a minimum of 250 Computers;
  - OR
  - ii. Two comprehensive AMCs for a minimum of 150 computers each.

4.6 Copies of Service Tax paid for the Assessment Year 2009-10 and Assessment Year 2010-11, for the last two financial years shall be furnished with technical bid.

4.7 The tenderer/bidder is required to deposit the Earnest Money of Rs.50,000/- (Rs. Fifty thousand only) in a sealed cover at the time of submission of bid. The earnest money deposit (EMD) shall be in the form of a Demand Draft/Pay Order drawn in favour of the Controller of Patents and payable at New Delhi. The tender shall be summarily rejected in the absence of EMD. No interest on the Earnest Money shall be paid. The Demand Draft/ Pay Order towards EMD of all bidders except those whose technical bids have been accepted shall be returned within one week of finalisation of the technical bids. The EMD of technically qualified bidders, with the exception of the successful bidder, shall be returned within one week of the finalisation of financial bids. The EMD of the successful bidder shall be returned within one week of furnishing of necessary Bank Guarantee as mentioned in para 5.9.

The EMD is liable to be forfeited if the tenderer withdraws or impairs or derogates the bid in any respect or manner within the period of validity of the offer. If the successful tenderer fails to furnish the Bank Guarantee as mentioned in para 5.9, the earnest money shall be liable to be forfeited.

4.8 The bidder shall furnish with the bid all information as sought in this Tender Document in the absence of which the bid is liable to be rejected.

4.9 This Tender Document shall be returned along with the bid, with each page thereof duly signed by the bidder and affixed with the seal of the company.

The technical bid must be accompanied with undertaking that engineers/technician

deputed shall have appropriate qualification and experience as under:

- (a) Atleast a Bachelor's Degree in Computer Science/IT related discipline or MCA with atleast 3 years experience.
- (b) Industry certification like MCSE/CNE for hardware service engineer.

4.10 In a nutshell, the "Technical Bid" must contain the following documents, failing which the tender is liable to be rejected:

- (a) Schedules I, II, III and IV duly filled in, and accompanied by supporting documents.
- (b) Documentary proof in respect of the AMC of the computers and peripherals such as Servers, laptops, desktop computers, printers, scanners, etc. under comprehensive AMC with the company, for different organizations, one of which must be a government organization, in each of last two financial years viz. 2009-10 and 2010-11, with the size of the contract as

- one  
single work of comprehensive AMC for a minimum of 250 computers or two similar works  
of comprehensive AMC for a minimum of 150 computers each.
- (c) Performance Certificates for rendering satisfactory services in respect of AMCs handled by the bidder (with at least one Certificate for each year from a government organization) in each of the last two years with size of AMCs being 150 computers or more.
  - (d) Proof of Service Tax Paid for the Assessment Year 2009-10 and Assessment Year 2010-11.
  - (e) Service Tax number allotted to the company.
  - (f) A certificate to the effect that the company is in the Computer Hardware Maintenance Business for at least five years (from the authorized signatory of the Company).
  - (g) Undertaking that engineers/technician deputed shall have appropriate qualification and Experience as per para 4.9.
  - (h) Earnest Money of Rs.50,000/- (Rupees Fifty thousand only) in a separate sealed cover.

4.11 The bidder shall furnish the Financial Bid in Schedule V to this Tender Document and place it in a separate sealed cover.

- NOTE: (i) The decision of IPO regarding fulfillment of the requirements of the Technical Bid shall be final and binding.**
- (ii) No prices shall be indicated in the Technical Bid otherwise the bid shall be rejected.**

## **5. GENERAL TERMS AND CONDITIONS**

5.1 The bidder should be conversant with the handling of repair and maintenance of the entire Computer Systems and associated peripherals covered in the specifications.

5.2 The officers of IPO/NIC may visit the premises of the bidders to assess their capability to handle such jobs without giving any prior intimation. The report of this inspection, if carried out, would serve as an input for the competent authority to decide as to whether or not a bidder is technically qualified to fulfill the AMC.

5.3 Acceptance of the bid shall be communicated to the successful bidder by a formal letter of acceptance.

5.4 The IPO reserves the right to reject any/all the bids without assigning any reason.

- 5.5 The successful bidder shall be required to depute at least four qualified and well trained service engineers for Servers, laptops, desktop computers/printers/scanners and at least one technician/engineer for IPO Local Area Network as per qualifications mentioned in para 4.9
- 5.6 The successful bidder shall be required to pay taxes, which would be levied by the Govt., for the execution of the work awarded under the Contract.
- 5.7 The successful bidder shall be required to sign a 'Comprehensive Annual Maintenance Contract Agreement', with IPO on a stamp paper of Rs. 100/-, to be furnished by him within one week of receiving communication regarding acceptance of his bid. Failure of the Contractor to sign the contract within 7 days from the date of receipt of acceptance of his bid may result in the forfeiture of the earnest money. A copy of the AMC Agreement will be given to successful Bider.
- 5.8 The successful bidder shall submit a certificate within 10 days of the award of the contract that all the equipment have been taken over by him failing which the earnest money may be forfeited.
- 5.9 The successful bidder shall furnish, before signing the Contract, a Bank Guarantee valid upto a date three months after the date of expiry of the Contract, for an amount equivalent to 10% of the amount of AMC.

## **6. SCOPE OF COMPREHENSIVE AMC AND ITS IMPLEMENTATION**

6.1 Besides what has been stated in Para 1 and Para 2 above (page 1), the comprehensive AMC shall also include the following:

- (i) Loading of latest anti-virus software (to be supplied by IPO) including installation of updates from the website;
- (ii) Providing software support such as loading of operating system; loading of generic software, device drivers of various peripherals;
- (iii) Reinstallation of OS in case of system failure and loading of MS-office & other programmes;
- (iv) Loading of windows updates/updates of Drivers, utility programmes etc.
- (v) LAN support & troubleshooting
- (vi) IPO trouble call management

The successful bidder/contractor will place stickers on each equipment under AMC in the beginning of the contract as well as time to time in future when new equipment added under AMC.

6.2 The successful bidder/Contractor shall provide services for the repair and maintenance of the

equipment to be maintained including removal of virus etc. during the normal working hours of the IPO, viz. 9.30 A.M. to 6.00 P.M, Monday to Friday excluding Gazetted holidays. However, during certain periods of official requirement, the Contractor shall provide services as and when required, Monday to Saturday. Prior intimation shall be conveyed to the Contractor about such requirements.

- 6.3 The Contractor shall be responsible for the cleaning, relocating/dislocating, adjusting, lubricating, inspecting, testing and calibrating procedure designed to ensure proper operating and reduce computer failure time.
- 6.4 The Contractor shall set up a Call Management System(CMS) at the IPO building. A Call Coordinator shall be posted by the Contractor who shall receive all the calls from the users and co-ordinate with the resident Engineers for attending to calls. The Contractor shall provide and use a Web based Call management system for the logging and management of all the calls.
- 6.5 Additional service engineers may have to be deployed on a particular day or during a particular period depending upon the number of pending complaints. The said personnel shall be well versed in solving day-to-day problems encountered in the hardware and software and shall also be capable of installing the softwares. They shall all be equipped with maintenance kits comprising tool box, multimeter, diagnostic software and external DVD/combo drive/DVD Drive including device driver software and any other tools & tackles required for carrying out such services.
- 6.6 The Contractor shall ensure onsite external cleaning of every computer, printer and other accessories covered under the AMC at least once in 15 days. He shall provide the appropriate cleaning material required for the purpose. The contractor shall obtain a certificate from the Sections/Officers to the effect that proper cleaning has been done as per schedule.
- 6.7 The Contractor shall intimate the status of complaints pending/rectified on a daily basis. Completion of calls will be certified by the user indicating name and designation and place of posting. The contractor will prepare the service call slip in triplicate. All three will be signed by user. One copy will be given to the user and second copy will be submitted to the I.T. Division for downtime/penalty calculation. Third copy will be retained by the contractor. The Contractor shall also submit a consolidated report furnishing the details of calls attended, remedial action taken and their status on a monthly basis.
- 6.8 The Contractor shall provide new and original spare parts, assemblies and sub-assemblies in place of such items, which develop defects /suffer breakdown during the period of AMC, including printer heads, belts, fuser assembly, developer, drum for color laser printer etc. For this purpose, he shall enter into back-up guarantee with original equipment manufacturer(s) /original equipment supplier(s) and a copy of the same shall be furnished to IPO for reference. The IPO will provide consumable items such as printer ribbons, toners for LaserJet printers and inkjet

cartridges for the computer equipment installed in the IPO

- 6.9 The Contractor shall attend to and rectify the minor complaints on the same day (if the complaint is lodged by 5.00 PM) or latest by the next day. The complaints originating from IT Division shall be given due priority. Generally, minor complaints would include complaints relating to Operating System corruption, software loading and updation, Network settings, loading of device drivers, printer settings, etc.
- 6.10 In case of major complaints (as decided by IT Division), a standby unit shall have to be provided by the Contractor normally on the same day and, in any case, not later than 12.00 noon on the following day, so that the work of the user/Section does not suffer. The provision of standby unit does not absolve the Contractor from the responsibility of repairing the fault early. If the faulty equipment is not rectified and installed within 5 days from reporting the fault, penalty would be levied from the date of complaint, as per paras 7.4 & 7.5 of the Tender Document.
- 6.11 The Contractor shall keep sufficient number of spares such as CPUs, Monitors, Keyboards, Mouse, Printers, HDDs, FDDs, CDROM, Combo Drive, DVD Writers, cables etc. as standby which shall be kept with I.T. Division of IPO so as to put these in service whenever required. Any cost incurred towards transportation of the faulty/repared as well as standby equipment shall be borne by the Contractor. The contractor shall take adequate measures to prevent corruption/ensure of the data stored in the computers while carrying out the maintenance/repair work.
- 6.12 The Contractor 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 made good at his risk and cost by arranging its repair from external agencies.
- 6.13 The Contractor shall arrange the requisite documentation and maintain necessary records, etc. as required for processing the quarterly payment during the period of AMC. He shall submit a copy of the documents/maintenance records to IPO, as and when required for reference.
- 6.14 The Contractor shall not post any undesirable personnel for the Call Management or in his Service/Maintenance Team. Any such person(s) not acceptable to IPO shall be immediately replaced.
- 6.15 The Contractor shall not transfer the contract or any benefit or liability thereunder to any person(s) or company (ies). Regular employees of the contractor shall only execute the contract. If it is found that the contractor has violated these conditions, the contract will be terminated forthwith without prior notice by the competent authority. In such cases, apart from forfeiture of EMD, action as deemed fit can be initiated by the IPO

6.16 The Contractor shall get the maintenance of the equipment, including the cleaning thereof, done by his maintenance staff solely at his own risk. IPO 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 Contractor's maintenance staff during the course of maintenance under this AMC.

6.17 The Contractor shall observe all security measures as are applicable to the IPO. IPO reserves the right to cancel the contract in case of breach of security regulations and to take such action as may be considered necessary. Any special precautions required to be observed by the Contractor shall be made known to him by the IPO from time to time.

6.18 In case any computer equipment is required to be shifted from one place to another, its de-installation from old location and reinstallation at new location shall be done by the Contractor.

## **7. TERMS OF PAYMENT**

7.1 No advanced payment in any case would be made. The Contractor shall submit bill towards the charges for the annual maintenance services in four quarterly installments after the end of each quarter. The payment for the same shall be made after getting the performance report to be given by the authorized person of IPO and shall also be subject to recoveries, if any, as specified in paras 7.4 to 7.6 hereunder and statutory deductions like TDS etc.

7.2 No claim on account of sales tax, service tax, work contract tax or any other taxes and duties presently in force for the material used for execution of the work awarded under the contract, will be entertained by IPO and all such taxes and duties shall be borne by the Contractor himself.

7.3 IPO shall deduct such taxes, duties and any other statutory levies imposed by the Government on such charges as may arise from the implementation of the contract agreement.

## **8.0 PENALTIES**

8.1 If any of the equipment remains non-operational/non-functional beyond the agreed upon permissible period as specified in paras above or/and if stand-by equipment is not provided, then deduction of Rs.250/- (Rupees two hundred and fifty only) per item of computer equipment per working day, from the day the complaint is made, shall be deducted from the quarterly bill. If the equipment is not put in working condition within a month, the equipment of same specification or with nearest available specification shall be procured and its cost shall be deducted from the AMC charges under the Contract. This will be in addition to the penalty leviable under this para.

8.2 A penal deduction at the rate of Rs. 500/-(Rupees five hundred only) per person per working

day shall be made from the bills for the number of days the qualified personnel, as specified under para 6.5, remain absent, and at the rate of Rs.100/- (Rupees one hundred only) per person per working day for the number of days the cleaning services, as required under para 6.6 above, are not provided. The expenditure incurred by IPO for getting the maintenance/ repair or cleaning work done, as the case may be, due to non-attendance of the same by the staff of the Contractor, shall be recovered from the AMC charges under the contract.

8.3 Sum of all recoveries levied during the quarter shall, however, be limited to the amount of quarterly bill. Additional deductions, towards procurement of equipment against unrepaired equipment, if any, shall be made from the amount of Bank Guarantee.

8.4 Pro-rata recoveries, for withdrawal from AMC of any of the Computer System or associated peripherals shall be made. Any equipment can also be added on pro-rata basis during the period of AMC.

8.5 The IPO officials will review the status of pending complaints with the Contractor from time to time. If it is found that many complaints (10 or more) requiring repair of systems/printers etc. are pending for over a month, IPO reserves the right to withhold the payment of quarterly bills temporarily till all pending complaints are cleared.

## **9. ARBITRATION:**

In case of any disagreements so as to the interpretation of any clause or otherwise, relating to the AMC, that may arise during or after the execution of the contract, the matter shall be referred to the person(s) to be appointed or nominated by the Controller General of Patents, Designs & Trade marks whose decision regarding interpretation shall be final. Also in the event of any dispute, relating to the AMC, that may arise during or after the execution of the contract, the matter shall be referred to the person(s) to be appointed or nominated by the Controller General of Patents, Designs & Trade marks for arbitration and the decision of such person(s) would be binding on both the parties. The proceedings of the arbitration shall be carried out only in Delhi. Jurisdiction of legal disputes, if any, arising during the currency of contract will be settled in Courts of Delhi/New Delhi.

## **10. RENEWAL/TERMINATION OF THE CONTRACT**

10.1 The contract shall be valid for a period of one year from the date of its signing. IPO, however, reserves the right to extend the term of the contract beyond its normal validity period of one year, for a period upto and not exceeding one year, on the same terms and conditions, subject to the consent of the Contractor.

10.2 IPO reserves the right to abandon or terminate the contract at any time without assigning

any reason, after giving three months notice to the Contractor. In the event of the service/work being found unsatisfactory and/or not according to the specifications and standards laid down in the contract, the contract may be terminated at one month's notice after giving to the Contractor an opportunity to show cause as to why such an action should not be taken. In the event of termination of contract on account of unsatisfactory/substandard services, IPO shall not accept any responsibility for any loss suffered by the Contractor.

10.3 In case of termination of contract on account of unsatisfactory/substandard services, IPO shall be at liberty to get the job completed from alternative sources at the risk and cost of the Contractor.

## **11 HANDING OVER**

11.1 At the time of expiry of contract all the equipment under maintenance shall be handed over in working condition along with the List of all items covered in the AMC so that handing over of AMC to the next Contractor takes place in a smooth manner.

11.2 Any equipment not made available in working condition on the last working day of the contract period shall be rectified/ repaired by the Contractor within the next 10 working days failing which the equipment shall be got rectified from alternative sources and the cost thereof shall be deducted from the AMC payment.

11.3 The Contractor shall provide services for 10 working days from the date of the expiry of the contract for smooth transfer of the AMC to the new contractor without any extra cost. Any equipment which is noted as in non-working condition, till the last hour of the AMC contract period, shall be rectified by the outgoing AMC Contractor without any extra cost to IPO during the said period of 10 working days.

**TECHNICAL BID(Schedule-I to IV)**

**Schedule-I**

**GENERAL INFORMATION**

**TENDER PROFORMA**

(To be filled in by the bidder for the technical bid)

1. Name of the company:
2. Head/Regd. Office Address:
  - (a) Postal
  - (b) Fax No.
  - (c) Telephone No. (s)
  - (d) E-mail Address
  - (e) Website Address
3. Former name of Company (if any)
4. Delhi office Address:
  - (a) Postal
  - (b) Fax No.
  - (c) Telephone No. (s)
  - (d) E-mail Address
5. Type of Organization
  - Individual
  - Partnership
  - Incorporated
6. Service Center Details
  - (a) Postal address
  - (b) Contact person(s)
  - (c) Fax No.
  - (d) Telephone No. (s)
  - (e) Mobile No.
  - (f) Working Hours
  - (g) E-mail Address
7.
  - (i) Year of establishment
  - (ii) Year in which Computer Hardware Maintenance Services were started
- 8 (a). Amount of EMD deposited
  - Draft No.
  - Bank Detail
  - Amount

8(b). Amount of Tender Document cost deposited (in case of Internet form only)

Draft No.

Bank Detail

Amount

9. Details of Technical man-power to be posted

Sl. No.	Technical nature of the man-power	Number of persons to be deployed	Qualifications

10. Period of validity of tender

11. Details of supporting documents enclosed.

12. Name and address of the authorized signatory/contact person for this tender

13. Whether Letter of Authority for attending bid opening enclosed with tender ?

14. Total staff strength of the company on its payroll

Regular for last 2 years

Engineers/other staff

15. Whether PAN certificate is attached ?

16. Service tax No.

17. Whether the company has ISO certification (for managed services) ?

**Signature of tenderer**

Date:

Name

Place:

Office Seal

**Details of all Annual Maintenance Contracts Executed/Under Execution since 01.04.2008**

S.No.	Name of Organization/Address	Contract period		Value of AMC (in Rs.)	Size of the AMC (numbers)	Whether AMC was with resident Technical Personnel(s) or not; if yes, the no. of technical personnel deployed
		From	To			

**Signature of tenderer**

Date:

Name

Place:

Office Seal

**TO WHOMSOEVER IT MAY CONCERN**

This is to certify that total turnover of M/s ----- from Computer Hardware Maintenance Service operations during the last two financial years viz. 2009-10 and 2010-11 was as follows:

Year 2009-2010 Rs.-----

Year 2010-2011 Rs.-----.

Copies of the balance sheets reflecting the amounts mentioned above are enclosed.

Seal and Signature of the Chartered Accountant with Membership number

Date:

Place:

**Signature of tenderer**

Date:

Name

Place:

Office Seal

## CHECK LIST FOR TECHNICAL BIDS FOR AMC OF COMPUTERS AND ASSOCIATED PERIPHERALS

\*Kindly Note that all the papers in the BID document should be signed and numbered.

Para number in the Tender document	<u>PARAMETER/ITEM</u>	Whether company fulfill the parameter (mention Yes or No, as applicable)	If yes, give page numbers at which the documents in support of claim have been enclosed in Bid.
4.9	Returning of tender document along with bid with each page signed by the bidder		Page No.- not required.
4.7	Earnest Money of Rs. 50,000/-		Page No.- not required.
3.3	Tenders in Separate sealed covers		Page No.- not required.
4.1	Certificate that the bidder is in the business of computer hardware maintenance services for at least five years		Page no./nos.-
4.2	Schedule I (Company's Profile etc)		Page no./nos.
4.2	Schedule II (Details of all Annual Maintenance Contracts executed/under execution since 01.4.2008)		Page no./nos.
4.3	Schedule III (Certificate from CA regarding the total turnover of the company from Computer Hardware Maintenance Service during the last two financial years viz. 2009-10 and 2010-11)		Page no./nos.
4.3	Submission of balance sheets reflecting the amounts mentioned in the Certificate		Page no./nos.
4.4	Requirement of having executed a comprehensive AMC of the computers and peripherals such as printers, scanners etc., of the following order for at least one government organization in each of last two years: 2010. One single comprehensive AMC for a minimum of 250 computers; OR ii.Two comprehensive AMCs for a minimum of 150 computers each.		Page no./nos.

Para number in the Tender document	<u>PARAMETER ITEM</u>	Whether company fulfill the parameter (mention Yes or No, as applicable)	If yes, give page numbers at which the documents in support of claim have been enclosed in Bid.
4.5	Performance Certificates(PC) for satisfactory services for at least three AMC's for each of the last two financial years viz. 2009-10 and 2010-11 where number of machines is more than 150 with at least one performance certificate for each year from a government organization.		Page no./nos.
4.6	Copies of Service tax paid for the assessment years 2009-2010 2010-2011		Page no./nos.

**Signature of tenderer**

Date:

Name

Place:

Office Seal

**Schedule of Prices for Comprehensive AMC of Servers, Computers, Laptops, printers, scanners, & other peripherals**

**List of Hardwares for Annual Maintenance Contract**

Sl. No.	Item	Name of the Hardware	Quantity	Unit Charges	Total
	<b>Server - Data Center</b>				
		Wipro Netpower Xeon Server (High end Server) Rack mount	01 Nos.		
		Wipro Netpower Xeon Server (High end Server) Tower	01 Nos		
<b>1</b>		<b>Total Server</b>	<b>2 Nos.</b>		
	<b>Desktops -Patent Office</b>				
		Wipro Super Genius High end Desktop (P-4)	02 Nos.		
		Wipro Desktop (P-4) White	12 Nos.		
		Wipro Super Genius High End Desktop (P-4) with 17" TFT	30 Nos.		
		Wipro Super Genius High End Desktop (P-4) with 17" TFT	32 Nos.		
		Wipro Super Genius High End Desktop (P-4) with 17" TFT (for TMR)	10 Nos.		
		HCL Core 2 Desktop Computers	35 Nos.		
		<b>Total Desktop Patent Office</b>	<b>121 Nos.</b>		
	<b>Desktops -Trade Marks Office</b>				
		HCL (Window XP based –Pentium D)	47 Nos.		
		HCL (Window Vista Based – Core 2)	25 Nos.		
		Total Desktop Trade Marks	72 Nos.		

<b>2</b>		<b>Total Desktop Patents &amp; Trade Marks</b>	<b>218 Nos.</b>		
	<b>Laptops - Patent Office</b>				
		Toshiba Satellite Dual Core	01 Nos.		
		Toshiba Satellite Dual Core	08 Nos.		
		Toshiba Satellite	08 Nos.		
		Compaq Laptop	03 Nos.		
		HP	03 Nos.		
		Dell Vostro 1200 Laptop	02 Nos.		
		<b>Total laptops Patents</b>	<b>25 Nos.</b>		
	<b>Laptop-TradeMarks</b>		<b>04 Nos.</b>		
<b>3</b>		<b>Total Laptops Patents &amp; Trade Marks</b>	<b>29 Nos.</b>		
	<b>Printers -Patent Office</b>				
		Samsung Laser Printer (ML 1710P)	01 Nos.		
		HP LJ 1020	25 Nos.		
		HP LJ 1020 Plus	20 Nos.		
		HP Laserjet P 1505N Printer	02 Nos.		
		HP Laserjet P 1505 Printer	30 Nos.		
		HP LJ 5200 N & Accessories for HP LJ 5200 N	05 Nos.		
		<b>Total Printer Patents</b>	<b>83 Nos.</b>		
	<b>Printers -Trade</b>				

	<b>Marks</b>				
		HP LaserJet 1022 Printer	04 Nos.		
		HP Laser Jet 1022 2420 DIV Network Printer	04 Nos.		
		HP Color Laser Jet 3800 N Network Printer	02 Nos.		
		HP Laser Jet 1022 Printer	11 Nos.		
		HP Laser Jet P 1505 N Printer	10 Nos.		
		HP Laser Jet P 1505 N Printer	10 Nos.		
		HP Laser Jet 1022 N Printer	04 Nos.		
		<b>Total Printer Trade Marks</b>	<b>45 Nos.</b>		
<b>4</b>		<b>Total Printers Patents &amp; Trade Marks</b>	<b>128 Nos.</b>		
	<b>Scanners – Patents</b>	Fujitsu Fi 6130	03 Nos.		
		HP 8390	01 No.		
		HP 5390	02 Nos.		
		<b>Total Scanners Patent</b>	<b>06 Nos.</b>		
	<b>Scanners – Trade Marks</b>				
		HP Scan Jet 7800 Scanners	03 Nos.		
		HP Scan Jet 8390 Scanners	03 Nos.		
		<b>Total Scanners Trade Marks</b>	<b>06 Nos.</b>		
<b>5</b>		<b>Total Scanners Patents &amp; Trade Marks</b>	<b>12 Nos.</b>		
	<b>Switches</b>	Cisco Catalyst 2900 series	18 Nos.		
		Entrasys E-5 L3	01 Nos.		
		Entrasys VH2402SM2	03 Nos.		
		Allied FS 7241	05 Nos.		

		Allied 8224 XL	01 Nos.		
<b>6</b>		<b>Total Switches</b>	<b>28 Nos.</b>		
	<b>Routers</b>	Cisco 3751	01 Nos.		
		Cisco 1751	02 Nos.		
<b>7</b>		<b>Total Routers</b>	<b>03 Nos.</b>		
	<b>LCD Projector</b>	LCD Projector (Sharp Notevision) Portable	01 Nos.		
		LCD Projector Sony VPL CX76	01 Nos.		
<b>8</b>		<b>Total LCD Projector</b>	<b>02 Nos.</b>		

<p><b>GRAND TOTAL OF AMC CHARGES (1+2+3+4+5+6+7+8)</b></p>	
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**Signature of tenderer**

Date:

Name

Place:

Office Seal