

**Tender No.IPO/CGPDTM/CHE/2011**



**सत्यमेव जयते**

## **TENDER DOCUMENT**

**for**

**Annual Maintenance  
of Computers & peripherals and  
Data points**

**in**

**INTELLECTUAL PROPERTY OFFICE**

**Chennai**



**INTELLECTUAL  
PROPERTY INDIA**

PATENTS | DESIGNS | TRADE MARKS  
GEOGRAPHICAL INDICATIONS

Signature with Tenderer Company Seal

**1.0. Schedule for Invitation for Bids:**

- a. Name of the Purchaser:  
**President of India acting through The Controller General of Patents, Designs, Trademarks & Geographical Indications.**
- b. Address for the distribution of tender document:

**Chennai**

The Administrative Officer  
Intellectual Property Office Building  
G.S.T. Road, Guindy,  
Chennai – 600 032.  
Phone : (044) 2250 2030  
Fax : (044) 2250 2066  
E-mail : [chennai-patent@nic.in](mailto:chennai-patent@nic.in)

**The tender form can also be downloaded from the website:**

<http://www.ipindia.nic.in>

- c. Date of issue of Tender document : 05/08/2011
- d. Last date for issue of tender document : 24/08/2011
- e. Address at which the bid has to be submitted:

**Chennai**

The Administrative Officer  
Intellectual Property Office Building  
G.S.T. Road, Guindy,  
Chennai – 600 032.  
Phone : (044) 2250 2030  
Fax : (044) 2250 2066  
E-mail : [chennai-patent@nic.in](mailto:chennai-patent@nic.in)

- f. Last date for receipt of Tender documents:  
**On or before 24/08/2011 upto 1.00 P.M.**
  - a. Date, time and place of opening of Tender:  
**24/08/2011 at 3.00 P.M. at the Conference Hall,  
Patent Office, Intellectual Property Building, G.S.T. Road,  
Guindy, Chennai – 600 032.**
  - b. Date till the Tender are valid:  
**120 days from the date of opening of the Tender.**
  - c. For any further clarification contact:

**Note: The Purchaser shall not be responsible for non-receipt/non-delivery of the Bid documents due to any reason whatsoever.**

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## **2.0 GENERAL INSTRUCTIONS:**

1. The tender forms can be obtained from the above mentioned address between 10.00 A.M.. and 4.00 P.M. on all working days of the office on payment of non-refundable fee of **Rs.500/-** each by Demand Draft drawn in favour of “Controller of Patents” payable at Chennai on the address as mentioned and can be downloaded from <http://www.ipindia.nic.in> website and used for submission. Cost of Rs. 500/- in the form of DD in case of downloaded tender document should be enclosed.
2. The Administrative Officer will receive the Tenders.
3. All the Tenders shall be prepared and submitted in accordance with these instructions.
4. Incomplete or conditional tenders will not be entertained.
5. Tenders will not be accepted after the time and date fixed for the receipt of tenders as set out in the Tender Notice or subsequent extensions, if any.
6. Tenders shall be in the standard format. No tender will be considered which is not as per the printed/typed form and does not bear the bidder’s signature and seal at the bottom of the page of the schedule on which the rates are entered.
7. Tender received after the closing date and time and without EMD will be summarily rejected.
8. The actual work spot is located at Chennai on the addresses mentioned above.
9. The Office of the Controller General of Patents, Designs and Trade Marks reserves the right to accept or reject any Proposal in part or full without assigning any reasons whatsoever.
10. The Office of the Controller General of Patents, Designs and Trade Marks takes no responsibility for delay, loss or non-receipt of proposal sent by post.
11. The Interested parties may submit their tender after Inspection of the Intellectual Property Building at the above location. The inspection of the premises can be made between 10.00 A.M. and 5.00 P.M. on all working days from the date of issue of notification till the date of closure of tender.

## **1. PROCEDURE FOR SUBMISSION OF TENDER**

The Tenders shall be written or printed with indelible ink and submitted to the Administrative Officer in sealed cover super scribed with the subject and enquiry No. and addressed to The Administrative Officer, The Patent Office, Intellectual Property Building, G.S.T. Road, Guindy, Chennai – 600 032 on/before 24/08/2011 upto 1.00 P.M. The Tenderers shall ensure that each page of the tender is signed by the person authorized to sign the tenders.

## **2. EARNEST MONEY DEPOSIT**

An Earnest Money Deposit equal to 5% of the offered annual value of the tender shall be furnished in the form of D.D in favour of “Controller of Patents” payable at Chennai as applicable must be enclosed. CHEQUES ARE NOT ACCEPTABLE AS EARNEST MONEY DEPOSIT UNDER ANY CIRCUMSTANCES. EMD paid by the successful Tenderers shall be taken as Security Deposit and shall be released after the successful

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completion of the contract. On application the EMD of unsuccessful Tenderers shall be released after placement of work order with the successful Tenderer. Tender without EMD amount will not be considered and rejected outright.

All applications for the refund of Earnest Money Deposit shall be made to The Administrative Officer, at the above mentioned address quoting the receipt No. date and tender No. & date.

### **3. TENDERER TO GET INFORMED HIMSELF FULLY**

The tenderer shall be deemed to have carefully examined the terms and conditions before submitting the tender.

### **Maintenance of Computers, peripherals and data points**

#### **4. SCOPE OF WORK:**

Bidder should provide the following services under the contract to keep the systems and peripherals in good working order: -

1. Scheduled preventive maintenance (PM) once in 4 Months for all systems, printers & Scanners as detailed in Annexure, bidders should submit these call sheets/PM reports to Dedicated Project Manager (DPM). In case, vendor fails to submit PM reports, penalty clause will apply. PM shall be carried out within a month to the following the period. If not, then a penalty equal to thrice the amount of penalty rate is applicable.
2. Unscheduled, on call corrective and remedial maintenance service to set right the malfunctions of the system. However till rectifying the problem, the bidder shall provide a standby machine so that no work is hampered.
3. The selected bidder would be responsible for the cleaning, dislocating, adjusting, lubricating, inspecting, testing and calibrating procedure designed to ensure proper operations and reduce computer failure time.
4. Operating System (OS): This contract is inclusive of OS & LAN support on all the systems covered under this contract. Any problem related with OS maintenance, Configuring the systems for LAN and its trouble shooting, reloading of OS with all device drivers, OS upgrade, device drivers, System Configuration will be attended and rectified by vendor. All required bidder would provide device drivers.
5. Anti Virus Software (AVS) Support: This contract includes the Anti virus software support on the systems covered under this contract. Any problem related with System Virus will be attended and rectified by the bidder. Bidder will update the anti virus software as and when required and also during preventive maintenance of the system.

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6. Data points (LAN): Maintenance should be provided for about 250 Data points (LAN) along with the necessary software and hardware support.
7. Any troubleshooting, replacement of hardware with the new one with respect to the Data points should be provided by the bidder.
8. The bidder should be able to provide complete network solution (hardware and software support) for the entire office.

## **5.0 TERMS & CONDITIONS:**

1. The AMC rates mentioned in this contract will be valid for three years from the date of awarding the Contract. This contract may be renewed for further period of one year on the same terms and conditions, provided IPO, Chennai is satisfied with the services of the company. Either party can terminate the contract at any time by giving three months notice in writing.
2. If any errors / problems found in the LAN points, the hardware shall be replaced with the new one.
3. System maintenance charges shall not include the cost of consumables and supply items such as ribbons, media like magnetic tapes, cartridges, printer bands, floppy diskettes, print heads, computer stationery, battery (for UPS) and CDs. The company Engineer will install print heads for Dot Matrix Printers, however print heads will be provided by IPO. Laser Printer maintenance charges include all parts including Fuser Assemblies, Fuser Units and Teflon Sheets. However, it does not include toner cartridge.
4. New equipment as and when purchased by IPO will be included in AMC as soon as warranty expires. This will be done through Addendum signed by IPO and the company.
5. The new upgrade items (Memory, HDD, MM Kit etc.) purchased by IPO and upgraded into the existing AMC system, will also be included in AMC with the Company as soon as warranty period expires. This will be done through Addendum signed by IPO and the Company.
6. For down time calculation, the day on which the call is lodged will not be taken as part of down time. Also, if the User is not able to handover the system to the Company engineer for maintenance purpose, such time will not be considered for the down time penalty.
7. In case of intermittent failures and repetitive problems due to improper diagnosis or repair, the system will be treated as continuously down.
8. This contract extends only to problems arising out of normal functioning of equipment and the contract does not cover break down or services for spares cost, arising out of damages caused due to fire, theft, riots, accidents, earthquake, storm and other natural calamities.

9. IPO will keep record of machine failure including the nature of failure, date and time of booking the complaint (at mutually agreed location). The Company service engineer and IPO representative will sign this record daily.
10. The equipment will be handed over back in good working condition to IPO after the AMC period.
11. To monitor the maintenance activity and to discuss other related matters, a fortnightly meeting between IPO and the Company will be held at Intellectual Property Office, G.S.T. Road, Guindy, Chennai-600032.
12. Whenever the system cannot be repaired on site within the specified time limits, the Company will have the option to take the equipment to their workshop premises, with prior approval and provide the alternate equipment of matching specification. This office equipment in any case will have to be repaired/set right within 10 days and returned to this office. The firm will arrange their own transport for which no extra payment will be made.
13. The personnel of the Company will comply with all the security regulation in IPO premises.
14. The firm shall provide maintenance service through **two qualified experienced and competent Resident Engineer who shall remain in IPO**. The scope of work covers deployment of two maintenance engineers at IPO from 9.00 hrs to 18.30 hrs on all working days, and if required on holidays also without any extra payment/facility.
15. Resident Engineer should have sufficient and requisite knowledge of maintenance and trouble shooting in Windows/XP//NT/ LAN/WAN environment and should be capable to diagnose and to provide quick solutions and also should have thorough knowledge about networking.
16. The Resident Service Engineers deputed at IPO should have at least Bachelor's Degree in Science/Computer Science/IT related discipline or MCA with at least 3 years experience. Industry certification like MCSE/CNE will be preferred for hardware service engineer.
17. The dress coding of the resident service engineer should be maintained by wearing the Company's Identity card.
18. The Resident Service Engineers provided by the Firm shall not be changed frequently. Only two changes in respect of each resident engineer will be permitted during the year. For any subsequent change a penalty of Rs.5000/- would be charged. However, if found incompetent by DPM, IPO, the resident service engineer shall be changed by the firm.
19. The Resident engineer deployed shall be responsible for preventive and corrective maintenance of all PCs, peripherals and accessories mentioned in Annexure. The Resident engineers will be responsible for maintaining the Complaint Register.

20. The Engineers shall report to DPM, IPO and carry out all the activities under the control and technical supervision of DPM, IPO.
21. The Proforma for Details of Service Engineers is as under and it shall be submitted along with the technical bid. The quality of manpower is the important criterion for qualifying in the technical bid.

Sl.No.	Name	Technical Qualification	Area of specialization	No, of Years of experience in computer maintenance	Date of joining the Firm

21. **SERVICE ASSURANCE; FOR ALL PCs, PRINTERS, SCANNERS, LAPTOPS, ETC:**

Maximum acceptable downtime will be one day excluding holidays from the time of registration of the complaint. In case, Company fails to adhere to the downtime stipulated herein, penalty clause as provided in Para 21(i) will apply.

22. Penalty:

- i) Penalty for not attending the calls as per 20-service assurance will be Rs.100/- per working day for System, Printers, Laptops, Scanners etc.
- ii) For other miscellaneous peripherals Rs. 50/- per day.

**23. PAYMENT TERMS:**

Mode of payments will be monthly basis and will be paid on 10<sup>th</sup> of each succeeding month

24. The Ministry reserves the right to cancel any or all the tenders without assigning any reason.
25. In case the successful bidder(s) found in breach of any condition(s) of the tender at any stage, the legal action as per rules/laws shall be, initiated against the agency concerned. In that case security money deposited shall be forfeited after giving proper opportunity through show cause notice.
26. The firm should have the annual turnover of atleast Rs 25 lakhs. The firm should have experience of providing AMC in Government Deptts. (Central / State) / PSU / reputed Companies, The firms will have to attach supporting documents in this regard.
27. The tendering firm must be registered with the Service Tax Deptt and they must submit the latest Service Tax Clearance Certificate. In absence of these documents, the tender will not be entertained,

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28. All the firms participating in the Tender must submit a list of their owners/partners etc, along with their contact telephone numbers and a Certificate/Undertaking to the effect that the firm is neither blacklisted by any Government Deptt. (Central / State) / PSU / reputed Companies, nor any criminal case is registered against the firm.
29. No advance payment will be made.
30. A Technical Committee will be constituted to scrutinize/finalize the Contract. The Committee reserves the right to reject any or all the tenders without assigning any reason thereof.
31. The Committee reserves the right to negotiate with L-1 firm.
32. The Committee reserves the right to award the contract to more than one firm, however, at the rate of L-1 firm after negotiation.
33. The tenderers may represent themselves personally or through authorized representative, if any, at the time of opening of tender, the Committee in order to satisfy itself may conduct a spot enquiry to verify soundness, capability and viability of the firm.
34. The intending bidders should have a minimum of five years experience in Hardware Annual Maintenance contract field.
35. The period of contract can be extended as per the terms and conditions.
36. A copy of the terms and conditions duly signed by the tenderer in token of having understood and agreed to the same should be attached along with the tender.

A) NOTE:-

The following documents should be submitted with the Technical bid failing, which the tender shall be rejected: -

- i) Copies of PAN/Service Tax Number, Income Tax Clearance certificate of Firms of Last three year.
- ii) Performance certificate issued by at least three Government of India Departments (Central / State) / PSU / reputed Companies.
- iii) Proof of past experience of at least 5 years of doing Annual Maintenance Contract only in Government organizations (Central / State) / PSU / reputed Companies.
- iv) Proof of having successfully executed minimum of one AMC of more than 200 computers and 250 LAN points connected under LAN environment having individual value of Rs. 3.00 Lakhs
- v) Certificate from three existing customers from Government of India having AMC OR Warranty on behalf of principal manufacturer having satisfactory services being provided by the AMC/Warranty holder and their recommendation for the contract to be given.
- vi) Certificate of having Stores inventory of the value of RS, 10.00 lakh per year for last 3 years.

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- vii) Certificate of being an Authorized Service Provider for reputed manufacturers such as HCL, HP, IBM, Wipro, Accer, etc. and expertise to provide the Maintenance of various computers and peripherals of various make and models.
- viii) The address of the Service Centres with Contact Person Name, Telephone and fax numbers at Chennai.
- ix) Annual Turnover not less than 25 lakh.
- X) Details of manpower to be deployed by the firm in the prescribed format.
- XI) Earnest money as per the tender notice should be enclosed in the form of Demand Draft.
- XII) A Copy of the terms and conditions duly signed by the tenderer in token of having understood and agreed to the same should be attached along with the tender.

Sl.No.	Name & address of the Govt. Department Telephone number	Details of Equipment and number	No. of Engineers provided	Period Contract	Contract Value (Rs. in lakhs)

**XIV) The financial bid should contain the rate against each item separately. The format of Rate details is as under:-**

Sl.No.	Items Name	Make/ Model	Quantity	Rate per unit for a year (in	Total cost (in Rs.)	Remarks if any

B) Financial Bid shall contain price only and no other documents shall be enclosed with the financial bid. This should be in the prescribed format.

SIGN OF TENDERER  
NAME IN BLOCK LETTERS,  
FULL ADDRESS

THE CGPDTM  
Intellectual Property Office Building  
G.S.T Road, Guindy, Chennai - 032.

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**ANNEXURE**

<b>DESKTOPS with Monitors</b>		
<b>Patent Office</b>		
<b>SL.NO</b>	<b>MAKE</b>	
1	WIPRO Black (old)	69
2	WIPRO White (old)	17
3	IBM (old)	5
4	HCL (old)	1
5	Zebronics PIV	1
6	LG My PC	2
7	HCL Vista	5
8	HCL XP	1
9	WIPRO New (Under Warranty)	30

**SWITCHES**

<b>SL.NO</b>	<b>TYPE</b>	
1	24 Port	15
2	16 Port	4
3	8 Port	6

**SCANNERS**

<b>SL.NO</b>	<b>MAKE</b>	
1	HP Scanjet ADF	1
2	HP Scanner 2200c	1
3	HP Scanner 8390c	2
4	Cannon DR2010c (ADF)	5

**PRINTERS**

<b>SL.NO</b>	<b>MAKE</b>	
1	HP 6L Pro	10
2	HP Laserjet 1020	28
3	Hp Laserjet 5200n	7
4	HP Colour Laser Jet CP 3505n	1
5	HP Laserjet P1505	10
6	Image Classic 5750	2
7	Samsung ML 1710P	2
8	HP Laserjet P1007 (Under Warranty)	15

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<b>Trade Marks Registry</b>		
<b>DESKTOP with Monitors</b>		
1	Wipro Black (old)	1
2	HCL Vista	15
3	HCL XP	22
4	Wipro Blue (Under Warranty)	15
<b>PRINTERS</b>		
1	HP Laserjet 1020	2
2	HP Laserjet 1022n	3
3	HP Laserjet 1022	5
4	HP Laserjet P1505	3
5	HP Laserjet P1006 (Under Warranty)	2
6	HP Laserjet 8150 DN	1
7	HP Laserjet 2420 D	2
8	Konica Minolta 2490MF	1
9	HP 3800n Colour	1
10	Cannon Image Classic all-in-one (5750)	2
<b>SCANNER</b>		
1	HP Scanner 8390	7
2	HP scanner 7800	2
3	Cannon PIXMA IP 4000	1
4	Kodak i1220 (Under Warranty)	6
<b>SWITCHES</b>		
1	24 Port	3
2	16 Port	4
3	8 Port	5
<b>Geographical Indications Registry</b>		
<b>DESKTOPS with Monitors</b>		
1	Wipro Black (old)	6
2	PIV 2.4 Processor, 128 MBRAM, 40 GB HD	1
3	IBM Black (old)	1
<b>PRINTERS</b>		
1	Canon Image Classic MF4370DN	2
2	HP Colour Laserjet 5550DN	1
3	HP 2430DTN	2
<b>SWITCHES</b>		
1	24 Port	2