



केन्द्रीय विद्यालय संगठन
KENDRIYA VIDYALAYA SANGATHAN

आंचलिक शिक्षा एवं प्रशिक्षण संस्थान

ZONAL INSTITUTE OF EDUCATION & TRAINING

पोस्ट बॉक्स नं.8, विवेकानन्द नीडम के पास, ग्वालियर 474002 (म.प्र.),
Post Box No. 8, Near VIVEKANANDA NEEDAM, GWALIOR - 474002(M P)

Phone: 0751 - 2232775(DIRECTOR); 2232670(0)

Website: www.kvszietgwalior.org; e mail: kvs_ziet@yahoo.co.in

No.F.33089/2017-18/KVS/ZIET/Gwalior/

Date: 07.06.2017

To

Subject: "Invitation for sealed Quotations for Annual maintenance Contract for various brands of Computers, Printers, UPS, Projector, maintenance of LAN, system security and deployment of a qualified computer Engineer as and when required."

Sir/Madam,

1. Kendriya Vidyalaya Sangathan, an Autonomous Body funded by MHRD, Government of India is a Society registered under Societies' Registration Act, 1860. The Sangathan administers the Scheme of Kendriya Vidyalayas set up for imparting education to the children of transferable Central Govt. Employees. **The Zonal Institute of Education and Training Gwalior** is one of the training wing of KVS established to take care of the training needs of KVS employees.

2. You are invited to submit your most competitive quotation for following works as per Schedule 1 of the Model Maintenance Agreement attached with this letter.

- I. Maintenance of Hardware, Software and system security of about 55 computers connected in LAN, 04 printers of different make and 13 UPS of different make. (Detailed description is enclosed)
- II. Maintenance of LAN including revival of non functional nodes, addition and / or deletion of fresh nodes on need basis and relaying of LAN on need basis.
- III. Deployment of one qualified Engineer, possessing graduation degree and three years Diploma on Computer Hardware/Software or equivalent from a reputed institution and a minimum of five years of experience of the above /work related work, from 10.00 a.m. to 4.00 p.m. in the offices and when required.

3. Bid Price:

- a) The AMC shall be for various brands of Computers, Printers, UPS, installed in KVS, ZIET, Gwalior as described in Schedule I of the Model Maintenance Agreement. The bidder may quote rate for items in the format of quotation attached. Any overwriting/cutting will need to be avoided.
- b) The Bid price however shall include cost of all the items indicated in Para 2 above.

- c) The other terms and conditions will be regulated as per the Terms and Conditions of the Model Maintenance Agreement attached with this letter of Invitation for Quotation.
- d) The prices should be quoted in Indian Rupees only;
- e) Each bidder shall submit only one quotation;
- f) The tender documents can be downloaded from the website www.zietgwalior.org from 07-06-2017 and a demand draft/bank pay order of Rs. 500/- drawn in favour of "KVS ZIET GWALIOR ACCOUNT" towards tender fee is to be submitted alongwith a tender.

4. Validity of quotations:

The bid shall remain valid for 180 days after the date of opening of bids. A bid valid for a shorter period shall be rejected by KVS ZIET Gwalior as non-responsive.

5. Earnest Money:

An amount of Rs. 10,000/- (Rupees Ten thousand only) shall be deposited as "Earnest Money" along with the quotation. The Demand Draft shall be drawn on "KVS ZIET Gwalior Account" payable at Gwalior". Quotation without the earnest money shall be rejected. The earnest money shall be retainable for a maximum period of three months after the opening of quotation after which it will be returned to unsuccessful bidder/s. No interest shall be paid thereon.

6. Evaluation of quotations:

This office will evaluate and compare the quotations in order to determine then determined to be substantially responsive i.e., which are;

- a) properly signed, and
- b) Confirm to the terms and conditions and specifications.

The evaluation would be done for all the items put together. The bidder who has quoted for partial quantity / value of any one or more item(s) would be treated as non-responsive. The office will award the contract to the responsive bidder whose total cost for all the items put together is the lowest.

7. Experience:

The agency desirous of submitting quotation must have an experience of carrying out similar / related work in at least three government / autonomous bodies / PSUs in the last five years. The addresses and the telephone numbers of the client organization shall be submitted along the quotation with supporting documents for having carried out the similar/ related work.

8. Award of contract:

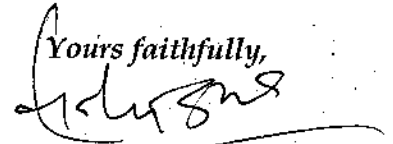
The Competent Authority will award the contract to the bidder whose quotation has been determined to be substantially responsive and who has offered the lowest price as per para 3 above;

- (a) The bidder whose bid is accepted will be notified of the award of the contract by the Office prior to expiry of the quotation validity period:

- (b) Notwithstanding the above, the Competent Authority reserves the right to accept or reject any quotations and to cancel the bidding process and reject all quotations at any time prior to the award of the contract.
9. You may visit the office to see the hardware from 10.00 a.m. to 4.00 p.m. during working hours from the date of issue of the tender notice up to 10 days.

10. Last date and time of receipt of quotations:

You are sealed quotations must reach to this office by registered post on 27 June 2017 with super scribed on the envelope as "Quotations for Annual Maintenance Contract (AMC)". The quotations will be opened at 15:00 hours on 28-06-2017 in the office of the Director.

Yours faithfully,


Name: S.K. Verma
Designation: Deputy Commissioner/Director
For and on behalf of the
Kendriya Vidyalaya Sangathan

4

AMC OF COMPUTER AND PERIPHERALS

FORM OF QUOTATION

1. Name of the Firm
2. Name of the proprietor
3. Address
4. Telephone/Mobile No.
5. Estt. Reg. No./ Tin No./Pan No./Service Tax/
TAN/No. ISO Certificate/ESI Certificate/Balance
Sheet last 3 year/AMC working experience
Order last 3 year (Attach all proof)

Sl No	Description of equipment along with specification Brand for Maintenance of computers, Printers, scanner, LAN connectivity & so on for a period of one year	Number of Unit	Unit Rate (Rs.) in Figures	Unit Rate (Rs.) in words	Taxes if any	Total amount without tax	Total Amount with tax
1	<u>Computers:</u> ComputerLab	55					
2.	<u>Printers:</u>	04					
3.	<u>Projectors:</u>	02					
4.	<u>Interactive Board:</u>	01					
5.	<u>UPS</u>	13					
6.	<u>On line UPS (Big)1 KVA</u>	01					
7.	<u>24 port giga bite managed switch with LAN connectivity</u>	03					

##Bidders may visit the lab for seeing the machines

As indicated in Schedule I of the Model Maintenance Agreement

Gross Total Cost Rs.....(in figures)

(Rs.....
(in words)

We agree to have Annual Maintenance Contract of the above items in accordance with the technical specifications and Model Maintenance Agreement for a total contract price of

Rs..... of
.....(in figure

(Rs.....
...(in words) for the period specified in the Invitation for Quotations.

(Bidder)
Name
Signature
Date

6

MODEL MAINTENANCE AGREEMENT

This Maintenance Agreement is made at Gwalior on _____ of 2017 (Two Thousand Seventeen) for the period of one year from _____ to _____ between _____

_____ (Name of the office and address) on behalf of the Kendriya Vidyalaya Sangathan (KVS), ZIET, Gwalior hereinafter referred to as "First Party" which expression, shall unless excluded by or repugnant to the context, be deemed to include his / her successor in office and assigns on the one party and M/s

.....Vendor Name acting through authorized representative Sh.....only authorized by the company / Firm vide resolution numberdated (copy annexed to this maintenance agreement) with its registered office atwhich expression shall unless excluded by or repugnant to the context shall include its representative administrator, executives and assign on the second party, herein after referrers to as "Second Party"

Whereas the First Party has Computer Equipment and Peripherals shown in this Agreement hereof and is now desirous of availing the Comprehensive Maintenance Services for its Computer equipment and Peripherals installed at the KVS- Zonal Institute of Education and Training, Near Vivekanand Needam, Gwalior(MP) 474002.

And whereas M/s..... has agreed to perform the said maintenance services of the Computers and Peripherals and UPS as mentioned in this agreement and limited to the Computers and Peripherals and UPS covered by this agreement.

Now therefore, it is hereby mutually agreed as follows:

1.0 SCHEDULES TO THE AGREEMENT:

The following schedules form an integral part of this agreement: Schedule-I Details of Computers and Peripherals and UPS

1.1 However during the currency of the agreement, the department is at liberty to add to or delete from this schedule any numbers of desktops, printers and UPS, if required. The expansion of LAN by adding more nodes or relaying of LAN may also be ordered by the Department which shall be done by the second party. In case of addition of work, services will be performed, and the same will be done on already agreed and settled-rates for the main contract of maintenance.

2.0 TERMS & CONDITIONS OF THE MAINTENANCE CONTRACT

2.1 The second party, shall truly and faithfully carryout the said job as mentioned in schedule - I to the full extent and satisfaction of the first party for the whole year i.e. from to

2.2 The comprehensive maintenance includes preventive maintenance, quarterly regular services of the Computers and Peripherals and UPS and / or replacement of any items necessary for keeping the Desktops. Printers and UPS active and free from any defects or disturbance and also on any unscheduled call for corrective and maintenance services, taking appropriate

measures / steps on time to set right the malfunctioning of the Desktops, Printers and UPS. The replacement of all the spares (excluding printer heads, UPS batteries, printer ribbon, and toner cartridges) is included under the Maintenance Contract. The replacement of defective spares with original spares or spares of equivalent specification will be done by the second party, without any extra charge of any kind. The Second Party shall handover the defective part to the First Party for office record purposes.

- 2.3 The comprehensive maintenance shall be carried out primarily at the premises of the **Kendriya Vidyalaya Sangathan (KVS), ZIET, Gwalior** during office hours. In case, the second party feels that the equipment can not be repaired on site, they will carry the defective equipment with the consent of the competent authority of KVS after giving due receipt of the equipment and deliver back the repaired equipment at their own cost and risk to get it repaired promptly as per the time schedule given in para 2.6 below, and for this purpose all the latest technical aspect concerning maintenance shall be followed.
- 2.4 The Operating environment condition in which the equipment is presently installed is quite satisfactory and the Second Party shall not raise any objection with regard to the working environments for the equipment covered under the Maintenance Contract.
- 2.5 The Engineer deployed by the Second Party shall be the representative of the second party for the entire maintenance work. The complaints shall be recorded in a register maintained by the deputed Engineer. The Engineer so deputed shall be solely responsible for attending the complaint. The Engineer should have sufficient infrastructure with him to attend complaints which shall be given by the first party.
- 2.6 The system down time should not exceed 24 hours from the time at which the complaint was made. If the down time is more than 24 hours, the second party will provide a stand by system. In case the system is not repaired or an alternative system not supplied within the period of 24 hours from the time of failure report, then the first party may choose to get the same repaired by or replaced from any other agency and the cost and expenditure incurred therein shall be recoverable from the second party from the subsequent payments or else from the Bank Guarantee if all the payments have been released.
- 2.7 The Second party will ensure 95% uptime for Desktops and other items of equipments failing which liquidated damages of Rs.250/- per day per item subject to a maximum of 10% of the total contract value will be recovered from the Bank Guarantee or the Payment due to the Service Provider. However, before imposing liquidated charges, the First party will issue a show cause notice in which the details of down time will be mentioned. It will also include the liquidated damages proposed, to be imposed on the second party.
- 2.8 The second party shall ensure 99% uptime for LAN. The uptime shall be calculated as mentioned below. All complaints regarding faults in cable or cable connectivity problems must be attended within 2 hours of being reported. Relaying of cable shall be completed within 72 hours. All network component level complaints are to be rectified / replaced within 6 hours of the complaint.

Uptime = No. of LAN available hours in a month / No. of working hours in a month.

3.0 SECURITY DEPOSIT:

3.1 The second party shall deposit 5% of the AMC AMOUNT AS performance security in the form of Bank Guarantee (in the format prescribed) from a Nationalized Bank with the first party at the time of signing the agreement. This amount shall be refunded to the second party by the first party upon termination or expiration of; this agreement after adjusting such dues or claims or both as may remain unpaid by the second party to the first party at the time of termination or expiration of this agreement.

4.0 PAYMENT TERMS:

4.1 The total comprehensive maintenance charges for one year are Rupees..... The comprehensive maintenance charges shall be payable to the second party in arrears on quarterly basis. For this purpose, the Second party will have to submit bill in the name of First party and payment shall be made by it within 30 days from the receipt of the bill subject to the availability of funds.

4.2 Enhancement or decrease of taxes, duties or prices of components, etc., will not affect the AMC rates during the entire period of AMC, no difference shall be paid or claimed as a result of the above.

4.3 In the event of non-satisfactory performance of maintenance services by the second party, first party shall have the right and discretion to terminate this agreement by giving one-month notice and to forfeit the proportionate amount from the security deposited by the second party.

5.0 FORCE MAJEURE:

5.1 The..... or the second party, against the other, in case of any failure or omission or calamities such as fires, floods, earthquakes, hurricanes, or civil strikes, under any statute or regulations of the Government, lock-outs, strikers, riots, embargoes from any political reasons beyond the control of any part including was (whether declared or not), civil war or state of insurrection shall give notice to other party within 15 days of the occurrence of such incident that on account of the above event the notifying party has delayed the performance of its work as it was beyond its reasonable control and it has not occurred due to negligence or default on its part.

5.2 Either party, as and when gives notice of force majeure shall provide confirmation of such event in the form of a certificate from the Government department or agency or chamber of commerce. The parties shall be relieved of their respective obligations to perform, hereunder for so long as the event of force majeure continues and to the extent their performance is affected by such an event of force majeure provided notices as above are given and the event of force majeure is established as provided hereinabove.

6.0 SYSTEM AVAILABILITY:

6.1 In the event of any dispute as to whether the system downtime is due to damage caused by mishandling or system malfunctioning the issue will be referred to the Addl. Commissioner (Admn.), KVS for decision. The decision of the Addl. Commissioner (Admn), KVS will be final and binding upon both the parties.

7.0 ASSIGNMENT:

7.1 The second party shall not assign this agreement or any part, thereof or any benefit there under without the written consent of the First Party to any other party.

8.0 ARBITRATION:

8.1 In the event of any question, disputes or difference arising between the parties relating to the interpretation and application of these provisions of this agreement, such disputes of differences shall be resolved amicably by mutual consultations and on failure to do so shall be referred for arbitration to the nominee of the Addl. Commissioner (Admn.), KVS. The decision of Arbitration to the agreement in this regard shall be final and binding upon both the parties.

8.2 The parties shall continue to perform their obligations under this agreement during arbitration proceedings. The cost of Arbitration (including the fees and expenses of the Arbitration) shall be shared equally by the parties unless the Award specifies otherwise.

8.3 The venue for arbitration will be Gwalior.

9.0 THE AGREEMENT:

9.1 This document with Schedule 1 hereto signed by both the parties shall constitute the entire agreement binding on both the parties.

9.2 This agreement has been executed in the English language in two originals and each party has retained one original. In witness whereof each of the parties hereto has caused this agreement to be executed as on the day, month, and the year as below:

First Party

Second Party

For and on behalf of

For and on behalf of

Kendriya Vidyalaya Sangathan

M/s.....

Name

Name

Designation

Designation

(Rubber Seal)
In presence of

(Rubber Seal)
In presence of

Witness - I

Witness - I

Name :

Name :

Address :

Address :

Witness - II

Witness - II

Name :

Name :

Address :

Address :

10

**MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE
SECURITY**

To
The.....

WHEREAS.....

.....(Name and address of the supplier (hereinafter called "the
supplier") has undertaken, in pursuance of contract
no..... dated..... to supply
(description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract
that the supplier shall furnish you with a bank guarantee by a scheduled
commercial recognized by you for the sum specified therein as security for
compliance with its obligations in accordance with the contract:

AND WHEREAS we have agreed to give the supplier such a bank
guarantee:

NOW THEREFORE we hereby affirm that we are guarantors and
responsible to you, on behalf of the supplier, up of a total
of.....(amou
nt of the guarantee in words and figures), and we undertake to pay you,
upon your first written demand declaring the supplier to be in default under
the contract and without cavil or argument, any sum or sums within the
limits of (amount of guarantee) as aforesaid, without your needing to prove
or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from
the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification
of the terms of the contract to be performed there under or of any of the
contract documents which may be made between you and the supplier shall
in any way release us from any liability under this guarantee and we hereby
waive notice of any such change, addition or modification.

This guarantee shall be valid until theday of20..

.....
(Signature of the authorized officer of the Bank)

.....
Named and designation of the officer
.....

.....
Seal, Name & address of the Bank and address of the Branch