

TENDER DOCUMENT FOR ANNUAL MAINTENANCE CONTRACT (AMC) OF COMPUTERS AND PERIPHERALS IN ALL INCOME TAX OFFICES LOCATED UNDER MADURAI CHARGE.

1. INTRODUCTION

The Chief Commissioner of Income Tax, Madurai invites sealed tender from reputed service providers having tie up with manufactures / authorized distributors / dealers of personal computers, printers and accessories for providing Annual Maintenance Service of the Computers, Printers, UPS and accessories listed in **Annexure C** in all the buildings where the department is functioning under charge of the Chief Commissioner of Income Tax, Madurai at the ranges / offices located at Madurai, Karaikudi, Ramanathapuram, Dindigul, Theni, Virudhunagar, Tirunelveli, nagercoil, Tuticorin in Tamilnadu.

2. Description of work:

The following is the nature of work covered under AMC

Repair, Cleaning and Maintenance of Desktop Computers. Removal of virus from PCs, loading of Systems and Application software, addressing and solving problems arising in software application loaded on PCs, cleaning of unwanted programs installed and deletion of temporary files etc. are to be done regularly.

Downgrading and Upgrading of Operating Systems for desktops systems whenever necessary are to be carried out after taking necessary backups of data.

The complaints related to hardware, operating systems (including formatting of hard disks as and when required and loading of necessary drivers) and virus scanning and clearing would be required to be attended to and rectified by the engineer.

Shifting of PCs in same building/room may be required if necessary.

Updating of the Inventory of PCs needs to be carried out every six months.

The position of the antivirus already installed/available in each PCs should be ascertained after getting the contract and reputed anti-virus software like Kaspersky / Quick Heal / Norton 360 / Symantec etc. shall be installed for all the non-networked desktop PCs.

The PCs not under warranty will be covered by this AMC and in case of malfunction, all the defective parts of the equipment shall be replaced with genuine original spare parts. This condition about replacement would come into effect after the contract period has begun.

3. INSTRUCTIONS TO THE TENDERERS

3.1 The bids should be prepared strictly in accordance with the instructions contained in the specifications. These shall be submitted in a properly sealed cover as described in clause 3.2 of these specifications to the Administrative Officer, O/o. the Chief Commissioner of Income Tax, Madurai, Central Revenue Buildings, VP. Rathinasamy Nadar Road, Madurai- 625002 mentioning "OFFER FOR ANNUAL MAINTENANCE OF COMPUTERS, PRINTER AND ACCESSORIES". The interpolations, insertions, cuttings and corrections, if any, made in the quotation, must be duly initialed by the tenderer. A Demand Draft / Bankers Cheque for a sum of Rs. 500/- (Five Hundred Only) towards cost of tender form favoring ZAO, CBDT, Madurai shall be submitted with the Technical Bid. No cheque other than banker's cheque shall be accepted.

- 3.2 In case a tender document is submitted without EMD or submitted with a cheque other than bankers' cheque, the tender shall be rejected.
- 3.3 The tender shall be received in 2 bids "Technical Bid" and "Price Bid". The Price Bid shall be considered only of those who fulfill the criteria of "Technical Bid" along with Signed copy of **Annexure A** (Signature of owner or authorized Signatory with date in all pages) which will be kept as part of tender of the successful bidder. Both the bids are to be placed in two sealed envelopes (clearly super scribing 'Technical Bid' and 'Price Bid') which in turn are to be placed in one sealed cover along with Annexure A super scribed as "Quotation of AMC for Computers Printers and Peripherals".
- 3.4 The Chief Commissioner of Income Tax, Madurai reserves the right to accept or reject the tender at its sole discretion without assigning any reason.
- 3.5 While submitting the bids as per the specifications, the bidder shall be deemed to have read, understood and accepted all the terms and conditions stated in the tender document for this work and the clauses of the Contract Agreement that, if selected, it will be required to enter into. All information/documents as listed in Para 4.3 shall be furnished along with the bid.
- 3.6 Conditional or ambiguous tenders are liable to be rejected summarily.
- 3.7 Telegraphic/telex/fax/e-mailed letter head quotations will not be acceptable and will be rejected.
- 3.8 Please note that no price shall be indicated in the technical bid otherwise the bid will be disqualified.
- 3.9 The bidder shall indicate the complete address of the company/office and service center along with the name(s) of the contact person(s) and their telephone/Fax/Mobile No(s) and other particulars as per the Proforma given in **Annexure -B**.
- 3.10 The bidder shall quote the unit-wise charges for the maintenance of the equipment as detailed in Annexure-C. However, the bidders shall be rated on the basis of their overall AMC charges for all the items and not on the basis of the charges for AMC for the individual units quoted by them. The rates should be quoted both in figures and words and each page of tender document must be signed by the tenderer. The rates shall be quoted at Cost excluding GST. GST will be paid as per the prevailing rates. In case of discrepancies, the minimum quoted price shall be considered for evaluation. In case of difference between the amounts in figures and in words the rates quoted in words will govern.
- **3.11** The details of manpower requirement for all the locations across Madurai Charge is as listed in **Annexure D**
- 3.12 The last date of receiving the above tenders which are prepared as per procedure in Para 3.2 above is **25.10.2021**, **05.00 P M**. In case, the day happens to be a holiday, the bids will be accepted on the next working day and in such case the opening will be on the next day. The offers/bids can be sent by Registered Post/Courier/Speed Post or by Hand sufficiently in advance so as to reach the office of The Chief Commissioner of Income Tax, Madurai, Central Revenue Buildings, VP Rathinasamy Nadar Road, Post Bibikulam, Madurai-625002, as at Para 3.2 above, by the scheduled date and time. Any bid received after the due date and time, by whatever means, shall not be considered and shall be returned unopened.
- 3.13 The technical bids will be opened on 26.10.2021 at 11.00 AM in the O/o CCIT,

Madurai, Central Revenue Buildings, VP Rathinasamy Nadar Road, Post Bibikulam, Madurai-625002 and thereafter Financial Bids will be opened in respect of the successful Technical Bidders.

3.14 The offers shall be valid for acceptance for a period of at least 15 (Fifteen) days from the date of opening of the bids.

4. QUALIFYING REQUIREMENT

- 4.1 The bidder must have experience of providing the similar services for Maintenance of PCs, Servers, Printers, UPS etc. with engineer(s) to other Govt. Organizations/PSUs/Nationalized Banks and should be in the field for at least three years. **Proof to be submitted with tender document**.
- 4.2 The bidder should have sufficient qualified personnel whose details should be given in Technical bid as per Annexure-B Sl No 7.
- 4.3 All the information should be provided as per the Annexures.
- 4.4 The bidder should have a minimum annual turnover of Rs.15 lakhs or more in each of the financial years 2017-18, 2018-19 and 2019-20. Copies of returns of income for the AY 2018-19, 2019-20 and 2020-21 with profit and loss account and balance sheet should be submitted with the tender document.

C5. THE TERMS AND CONDITIONS FOR AMC (ANNEXURE IV)

- 5.1 The successful bidder/contractor shall provide services for the repair and maintenance of the equipments to be maintained at all the ranges /offices at Madurai, Theni, Ramanathapuram, Dindigul, Tirunelveli, Tuticorin, nagercoil, Karaikudi, Virudhunagar including Repair and Maintenance of Desktop Computers, Printers and associated hardware, removal of virus from PCs, Loading of Systems and Application software, addressing and solving problems arising in software application loaded on PCs and Printers. All these services for the system software, application software and antivirus software are also required for desktops under warranty.
- 5.2 The AMC shall also include the following:

I Loading of latest registered/licensed Antivirus software (to be provided by the successful bidder/contractor) including installation of free updates from the website (using Dongle which is to be provided by the successful bidder/contractor) on regular basis.

I Providing software support such as loading of operating system (loading of application software, device drivers of various peripherals). Reinstallation of OS in case of system failure (including PC related OS) after taking necessary backup of data.

IV. Cleaning of unwanted programs installed and deletion of temporary files etc. are to be done regularly.

V. Inventory of PCs needs to be taken in a particular format at the start of AMC period and at the end of AMC period

5.3 The successful bidder/contractor shall mobilize its technical manpower and resources in such a manner that qualified engineers having appropriate qualifications are able to attend the calls within short time. Any complaint registered during the service hours must be attended to by that day itself i.e., within 2 hours after reporting the problem. Under special circumstances, owing to specific needs of Chief Commissioner of Income Tax, Madurai, service

engineers may also be required beyond the specified service hours (i.e. 9.30 AM to 6.00 PM). For example, for conducting examination in ITD/ITBA Application, Video Conferences, presentations on Information Technology related subjects, preparations required at odd and late hours prior to holding of such examinations or presentations, services may be required beyond the service hours. Sometimes, problems may arise on the eve of such important events and may necessitate intervention of service engineers beyond the service hours.

- 5.4 At the start of the service, the successful bidder/contractor shall coordinate with Assistant Director (Systems) / Income Tax Officer (Hq) (PR), O/o. Chief Commissioner of Income Tax, Madurai to identify the users (their mobile numbers and emails) with physical location of their machines. This database must be updated every time. Each machine (Monitor/CPU/Mouse/Keyboard/UPS/Printer) should be marked with sticker containing address/details of successful bidder/contractor and Sl.No. of machine.
- 5.5 The successful bidder/contractor should provide a call report to the Additional Director (Systems) / Income tax officer (HQ) (PR) for each call in mutually agreed format and he will maintain a call register for complaints.
- 5.5 The successful bidder shall submit a bank guarantee for a sum of Rs. 1,00,000/-
- 5.6 The complaints will be registered via online portal hosted in the website tnincometax.gov.in. After resolving the complaint, the same should be updated online. The status will be checked with the officer / official making the complaint and on the basis of the feedback received, the complaint will be treated as closed or pending.

6. **PREVENTIVE MAINTENANCE**

- 6.1 All the equipments under the AMC should pass through quarterly preventive maintenance and the preventive maintenance report, duly signed by the Officers, should be submitted along with the quarterly bills.
- 6.2 Preventive Maintenance shall be made at regular intervals of time and submit a report. The frequency of such Preventive Maintenance will be quarterly. The delay / omission in respect of preventive maintenance during the contract period will attract penalty of Rs 100/- per non-critical equipment and Rs 1000/- per critical equipment. Necessary periodical preventive maintenance report in prescribed format should be submitted within 5 days from the end of preventive maintenance period.
- 6.3 In case PC / Printer is not available for preventive maintenance due to any reason, the user or his superior officer should be contacted in the next few days. If the PC / Printer is not made available despite three attempts, then the Additional Director (Systems) / Income tax officer (HQ)(PR), O/o CCIT, Madurai should be informed. If there are no valid reasons for non-performance of preventive maintenance, penalty of Rs 1000/- will be levied per day.

7. ADDITIONs / CHANGE OF LOCATION:

- 7.1 The Chief Commissioner of Income Tax, Madurai reserves the right to delete/include any of the Goods in the existing contract during the currency of the contract. However, the rates for inclusion of new Goods into the Contract shall be on pro-rata basis mutually worked out and agreed upon by the both parties.
- 7.2 The Chief Commissioner of Income Tax, Madurai reserves the right to relocate

the Goods as and when necessary after intimation to the successful bidder/contractor.

- 7.3 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 successful bidder/contractor.
- 7.4 In case of shifting of the said equipment beyond 50 km from the existing location, the terms and condition of the AMC shall get extended by mutual consent, to the said equipment at the location to which it is shifted and on such further terms and conditions as are mutually agreed upon between the successful bidder/contractor and the Chief Commissioner of Income Tax, Madurai in writing.

8. **RESPONSE TIME**

- 8.1 The successful bidder/contractor shall attend to the minor complaints within two hours of the complaint made on the same day. However, all complaints must be attended by the next day. Alternate plans may also be checked out by the Additional Director (Systems) / Income Tax Officer (HQ)(PR) from time to time to solve the immediate problems of Officers. By minor complaints, it is meant that the faults can be corrected within 24 hours. However, the leeway to take the complaint to the next day cannot be a routine practice. Minor problems must be solved on the same day and should be carried over to the next day only under unavoidable circumstances and with prior permission of the Additional Director (Systems) /Income Tax Officer (HQ)(PR), failing which it will attract fine.
- 8.2 In case of major faults, the equipment should be set right and restored in working condition within 24 hours days from the date of reporting of fault. However, after deciding that it is a major fault, a standby unit of equivalent configuration shall have to be provided within 24 hours by the successful bidder/contractor so that the work of that user/section does not suffer. The provision of standby unit does not absolve the successful bidder/contractor from the responsibility of repairing the fault earlier. If the faulty equipment is not rectified and installed within 24 calendar days from reporting the fault, penalty would be levied as per clause 10.4 from the date of complaint.
- 8.3 If any glitch/problem is not resolved within a specified time limit (2 hours in case of minor problem and 7 days in case of major problems, the Chief Commissioner of Income Tax, Madurai will be at liberty to get the same repaired by any outside vendor and the cost of the same shall be deducted from the quarterly bill of the successful bidder/contractor.

9. SPARE PARTS

- 9.1 The successful bidder/contractor shall keep sufficient number of spares such as CPUs, Monitors, HDDs, FDDs, CDROM, Combo Drive, cables etc. as standby so as to put these in service whenever required. At least three numbers each of CPUs, Monitors, Keyboards, Hard disks, Mouse, Printers, CD-ROMS, Floppy Drivers, cables etc. would be kept in store, as standby for use at any time if replacement is required. Any cost incurred towards transportation of the faulty/repaired as well as standby equipment shall be borne by the successful bidder/contractor.
- 9.2 The successful bidder/contractor shall provide new original spare parts, assemblies and sub-assemblies in place of such items, which develop defects/suffer breakdown during the period of AMC. All spare parts replaced shall be new (not used or second hand).

10. TERMS OF PAYMENT

- 10.1 The successful bidder/contractor shall submit his 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 subject to recoveries, if any, due to delay in rectification of faults or due to rendering working equipment unserviceable. No advance payments shall be made. The bill should be accompanied with the report generated from the online portal for complaint registration.
- 10.2 The successful bidder/contractor shall be required to pay taxes, which would be levied by the Govt., for the execution of the work awarded under the Contract and all such charges must be included in the final price declared in the financial bid.
- 10.3 The Chief Commissioner of Income Tax, Madurai 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.
- 10.4 If any of the equipment(s) remain non-operational/non-functional due to unattended Hardware/Software/OS malfunctioning beyond the agreed upon permissible period as specified in Clauses above or/and if standby equipment is not provided, then deduction of Rs.200/-(Rupees Two hundred only) per item/part per calendar day, for non-critical items (PC/Printer/Scanner and peripherals) and Rs 1000 for UPS per day from the day complaint is made till the date the complaint is resolved, 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 whatever with nearest available specification shall be procured and its cost shall be deducted from the AMC charges for this contract.
- 10.5 If any PC is found without antivirus software or updates beyond one month, deduction of Rs.50/- per PC per day shall be made from the quarterly bill.
- 10.6 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 to be bear by successful bidder/contractor.
- 10.7 Pro-rata recoveries, for withdrawal from AMC of any of the Computer System, associated peripherals shall be made. Any equipment can also be added on pro-rata basis during the period of AMC.
- 10.8 The Chief Commissioner of Income Tax, Madurai officials will review the status of pending complaints with the successful bidder/contractor from time to time. If it is found that many complaints (5 or more) requiring repair of systems are pending for over a month, the Chief Commissioner of Income Tax, Madurai reserves the right to withhold the payment of quarterly bills temporarily till all pending complaints are cleared.
- 10.9 The fine specified as above may be waived off under circumstances beyond the control of the vendor by the Chief Commissioner of Income Tax, Madurai by an order in writing on the recommendation of the Deputy Commissioner of Income tax (HQ)(Admin). However, the vendor will not be eligible for automatic waiver and the waiver must be obtained in writing for it to be applicable.
- 10.10 If the defaults/failures reach up to a level where daily and/ or monthly limits for fines are being reached, the Chief Commissioner of Income Tax, Madurai shall be at liberty to review the contract and rescind it after an inquiry, which may

be initiated by a written communication and completed within 15 days of initiation. The vendor shall be given an opportunity of being heard in this regard.

11 SUB-CONTRACT(S)

11.1 The successful bidder/contractor shall not either enter into a sub-contract with any other person(s)/company(ies) or transfer the contract or any benefit there under to any person(s) or company(ies).

12. RENEWAL/TERMINATION OF THE CONTRACT

- 12.1 The contract will be initially for a period of one year. The Chief Commissioner of Income Tax, Madurai, however, reserves the right to the Renewal/Extend the terms of the contract after obtaining willingness of the successful bidder/contractor, with or without altering any or all the terms and condition of the contract.
- 12.2 During renewal of the contract, the hardware quantity per item may be added/ reduced.
- 12.3 The Chief Commissioner of Income Tax, Madurai reserves the right to abandon or terminate the contract at any time without assigning any reason, after giving one-month notice to the successful bidder/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 successful bidder/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, the Chief Commissioner of Income Tax, Madurai shall not accept any responsibility for any loss suffered by the successful bidder/contractor.
- 12.4 In case of termination of contract, the Chief Commissioner of Income Tax, Madurai shall be liberty to get the job completed from alternative sources at the risk and cost of the successful bidder/contractor and deduction to this account shall be made from the successful bidder/contractor.

13. ARBITRATION

13.1 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 Chief Commissioner of Income Tax, Madurai and by the person(s) to be appointed or nominated by the successful bidder/contractor and their decision 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 successful bidder/contractor and their decision 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 Chief Commissioner of Income Tax, Madurai and by the successful bidder/contractor for arbitration and decision of such person(s) would be binding on both parties. The proceedings of the arbitration shall be carried out only in Madurai.

14. HANDING OVER

- 14.1 The successful bidder/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 high risk and cost by arranging its repair from external agencies.
- 14.2 Any equipment not made available in working condition on the last working day Page 8 of 13

of the contract period shall be rectified/ repaired by the successful bidder/contractor within next 3 working days failing which the equipment shall be got rectified from alternate sources and deductions of the same made from the AMC payment.

14.3 The successful bidder/contractor shall provide services for 15 working days from the date of expiry of the contract for smoother transfer of the AMC to the new contractor without any extra cost. In this connection, any equipment which is noted as in working condition till last hour of AMC contract period shall be rectified by the outgoing AMC Contractor without any extra cost to The Chief Commissioner of Income Tax, Madurai.

15. OTHERS

- 15.1 The successful bidder/contractor shall submit a duly signed and stamped 'Annual Maintenance Contract Agreement' on stamp paper of Rs. 100/- immediately after acceptance of contract.
- 15.2 Each page of the AMC should be numbered and signed by the tenderer with the seal of the firm.
- 15.3 The contract shall be written in English that language version of the agreement shall govern its interpretations. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.
- 15.4 The Chief Commissioner of Income Tax, Madurai may stipulate any further conditions during the period of the contract which will be duly communicated to the successful bidder/contractor in writing.
- 15.5 The successful bidder/contractor shall not employ any undesirable personnel(s) and if any such person(s) is not acceptable to the owner, the successful bidder/contractor shall immediately replace him.
- 15.6 The successful bidder/contractor shall observe all security measures as are applicable to the office of the Chief Commissioner of Income Tax, Madurai 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 required precautions be observed the special to by successful bidder/contractor shall be made known to him by the office of The Chief Commissioner of Income Tax, Madurai from time to time.
- 15.7 The successful bidder/contractor should ensure that current and suitable backup of First Party's data is kept before servicing the Goods. The Staff of the Additional Director (Systems) / Income tax officer (HQ)(PR) O/o CCIT, Madurai will inform the successful bidder/contractor about the data to be needed for backup.
- 15.8 The successful bidder/contractor shall get the maintenance of the equipment, including the cleaning thereof, done by his maintenance staff solely at his own risk. The Chief Commissioner of Income Tax, Madurai shall not, in any way, be liable to make payment, incur any expenditure or face any lawsuit in any court of law for any injury or death suffered by the successful bidder's/contractor's maintenance staff during the course of maintenance under this AMC.

ANNEXURE A

(PART OF TENDER DOCUMENT)

To,

The Chief Commissioner of Income Tax, Madurai

Sir,

Sub: Regarding tender for providing AMC OF COMPUTERS - reg.

I have gone through the complete terms and condition of the Tender document for Providing AMC of computers and peripherals in all income tax offices located under Madurai charge (Madurai, Theni, Ramanathapuram, Dindigul, Tirunelveli, Tuticorin, Nagercoil, Karaikudi, Virudhunagar in Tamilnadu) of the Chief Commissioner of Income Tax, Madurai and accept the same.

Place:

Date:

Signature of the Bidder

ANNEXURE - B

<u>Technial Bid</u>

1 Name and address of Company / Firm, Phone Number / Fax / Mobile / Email id 2 Name of owner / Director Etc with address Phone and mobile number with mail id 3 Nature of Business 4.1 Details of contracts awarded in the past 4.2 Name and address and contact number of the parties to whom AMC service is provided 4.3 Period and nature for which such service is provided. 5.1 Details of Contract awarded in the present financial year 5.2 Name, address and contact number of the parties to whom service is provided 5.3 Period and nature for which services is provided 6 Escalation Matrix of contact persons with mobile numbers and mail id who will be contacted after getting AMC	Sl No		
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DECLARATION

I hereby certify that the information furnished above is true and correct to the best of my/our knowledge and belief. In case any deviation /discrepancy is found in the above statement at any stage, the contract will be deemed to be terminated immediately and the concern will be blacklisted.

(Signature of owner or authorized Signatory with date)

ANNEXURE - C

Sl.No.	Description		Quantity	Unit	Total Price
50.100.	Description		Quantity	Price for	for AMC
				AMC for	for one
				one year	year
	-			one year	year
1	Desktop	P-IV	14		
	Computers	Dual Core	11		
		Core 2 Duo	122		
		Core I3	76		
		Core I5	126		
		Core I7	11		
		Total	360		
	-a	Bar Code	21		
		InkJet	11		
2	Printers	LaserJet	110		
		Multi Function	192		
		Printers			
		Dot Matrix	2		
		Printer			
		Line Printer	1		
		Total	337		
		Scanners	4		
3	Scanners	Bar Code	9		
ر	Scanners		9		
		Scanners Total	13		
		Τοται	13		
		0.5/0.6 KVA	198		
4	UPS	5 KVA	1		
	UF J	10 KVA	3		
		Total	202		
	<u> </u>	IULAI	202		

Price Bid

I hereby certify that the information furnished above is true and correct to the best of my / our knowledge and belief. I further certify that I shall abide by the provisions of the Minimum Wages Act. In case any deviation / discrepancy is found in the above statement at any stage, the contract will be terminated immediately, and the concern will be blacklisted.

(Signature of authorized Signatory with date)

ANNEXURE D

Sl No.	Place	Service Engineers
1	Madurai	2
2	Tirunelveli	1