

Tender Document for work of Comprehensive Annual Maintenance Contract (CAMC) in respect of Local Area Network (LAN), Computers and Peripherals at CWC Headquarters, New Delhi

**GOVERNMENT OF INDIA  
CENTRAL WATER COMMISSION  
SOFTWARE MANAGEMENT DIRECTORATE**



**NOTICE INVITING E-TENDER  
FOR  
COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC) IN  
RESPECT OF LOCAL AREA NETWORK (LAN), COMPUTERS AND  
PERIPHERALS AT CWC HEADQUARTERS, NEW DELHI**

Last date for online submission of e-Tender : 14.02.2021 up to 10:30 AM  
Date of opening of e-Tenders (Technical bid) : 15.02.2021 at 11:30 AM

**OFFICER INVITING THE E- TENDER:**

**Deputy Director, Software Management Directorate, CWC  
Sewa Bhawan, R.K. Puram, New Delhi – 110 066**

(Certified that this document contains *total 47 Pages excl. annexure*)

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## SECTION I

### INVITATION FOR BIDS

1. The Deputy Director, Software Management Directorate, Central Water Commission (CWC), New Delhi (hence forth called as purchaser) on behalf of the President of India invites online bids on e-Procurement Portal of NIC, [www.eprocure.gov.in](http://www.eprocure.gov.in) for the work of **Comprehensive Annual Maintenance Contract (AMC) in respect of Local Area Network (LAN), Computers and Peripherals at CWC Headquarters, New Delhi** for a period of one year from eligible bidders who meet following eligibility criteria:

- (i) The firm should be a registered company under The Companies Act 1956 or The Companies act 2013 with proper PAN/GST number and must be more than 5 year old.
- (ii) The firm should have a minimum average annual financial turnover of Rs.75 Lakh with positive net worth during each of the last three financial years. Income-tax clearance certificate/ Returns for last 03 years must be attached.
- (iii) The firm should have satisfactorily completed works of providing Integrated IT Maintenance & Management Services / IT AMC Services / IT Facility Management Services with Central Government Ministry/ Department/ Organization and CPSU during the last 5 years as on 31.03.2020 as under :
  - (a) One work costing not less than Rs. 60 lacs or
  - (b) Two works, each costing not less than Rs. 45 lacs or
  - (c) Three works, each costing not less than Rs. 30 lacs.

Copy of satisfactory completion report along with the work order should be enclosed.

- (iv) The firm should have at least five years' experience in maintenance of IT hardware (desktop computers, servers, workstations, laptops, printers, scanners, network components, projectors, UPS etc.). The firm should have one completed and one on-going work of AMC of minimum 600 desktop computers with Central Government Ministry/ Department/ Organization and CPSU. A list of clients where Computers, Printers, UPS and Servers etc. are being maintained should be enclosed along with work award contract.
- (v) The firm should provide customer satisfaction letter from all Central Government Ministry/ Department/ Organization and CPSU for which the Contractor is claiming work experience as required in Section 1 (iii) while submitting the technical bids.
- (vi) The firm should have valid ISO 9001, ISO 20000 & ISO 27001 certificates as on the originally scheduled date of bid opening mentioned above.
- (vii) The bidder must have more than twenty persons on its permanent roll/ establishment (Continuously employed for more than one year) who



are competent to maintain computers with peripherals and LANs etc. The bidder shall provide the receipt of salaries, challans of payment of ESI and EPF or any other statutory compliance for last one year.

(viii) The firm should have its office/Sub Office in Delhi/ NCR.

(ix) The firm should not have been blacklisted / terminated / debarred by any Central Government Ministry/ Department/ Organization and CPSU. In this regard a self declared undertaking has to be submitted by the vendor.

The firm/ contractor must submit documentary evidence/ undertakings in support of fulfilling eligibility criteria mentioned above in the technical bid.

2. Tender Document is available on Central Public Procurement (CPP) Portal URL [www.eprocure.gov.in](http://www.eprocure.gov.in) and CWC website URL [www.cwc.gov.in](http://www.cwc.gov.in). The bids shall be submitted online only at [www.eprocure.gov.in](http://www.eprocure.gov.in) up to 10:30 AM of 14<sup>th</sup> Feb, 2021.

3. Tender methodology proposed to be adopted by the CWC will be "TWO Bid systems" i.e. Technical Bid and Commercial Bid with Technical bid containing prequalification.

4. Schedule of events:

- |       |  |   |  |
|-------|--|---|--|
| i.    | Tender No.   | : | W-12011/4/2018-S M Dte/ 14                                 |
| ii.   | Cost of Tender   | : | Rs. 500/-  |
| iii.  | Bid Security/ Earnest Money Deposit  | : | Bid Securing Declaration                                   |
| iv.   | Bid Validity   | : | 90 days from the date of opening of technical bid.         |
| v.    | Date of commencement of downloading of Tender Documents                          | : | 18.01.2021 at 18.00 hrs                                    |
| vi.   | Date of Pre-bid Meeting.   | : | 28.01.2021 at 11:00 am                                     |
| vii.  | Last date & Time for online submission of Bids                                   | : | 14.02.2021 at 10.30 am                                     |
| viii. | Last date & Time for submission of Tender Fee and Bid Securing Declaration Form. | : | 14.02.2021 at 10.30 am                                     |
| ix.   | Date & Time of opening of Technical Bids   | : | 15.02.2021 at 11.30 am                                     |
| x.    | Date and Time of opening of Financial Bids                                       | : | To be announced later                                      |
| xi.   | Venue of Technical and Financial Bids opening                                    | : | 6 <sup>th</sup> Floor, Sewa Bhawan, R.K. Puram, New Delhi. |

5. Bidders are advised to study all technical and commercial aspects, instructions, forms, terms and specifications carefully in the tender document. Failure to furnish all information required in the tender document or submission of a Tender not substantially responsive to the tender document in every respect will be at the bidders risk and may result in the rejection of the bid.



6. CWC will not be responsible for any costs or expenses incurred by bidders in connection with the preparation and online submission of bids.
7. CWC reserves the right to cancel, postpone, withdraw the invitation for Bids without assigning any reason thereof and shall bear no liability whatsoever consequent upon such a decision if the situation so warrants.
8. CWC reserves the right to reject any or all the tender(s) received without assigning any reason thereof and decision in this regard shall be final and binding.
9. All correspondence with regard to the above shall be made to the following address:

**Deputy Director (SMD),  
6<sup>th</sup> Floor, Sewa Bhawan, CWC  
R.K. Puram, New Delhi – 110 066  
Email – [smdte@nic.in](mailto:smdte@nic.in)**



Deputy Director  
Software Management Directorate  
Central Water Commission  
New Delhi-110066  
Tel No: 011-29583603

## SECTION -II:

### INSTRUCTIONS TO BIDDERS

#### PART A: INSTRUCTIONS TO BIDDERS

##### A 1. GENERAL:

Before submitting the tender the Bidder must ensure that it has understood the exact requirement of the Purchaser. In case of any discrepancy or ambiguity felt by the Bidder in the scope of work and the desired deliverable functionality from the work, it is mandatory to raise the clarification in writing by the Bidder before the pre-bid meeting. In case of no such clarification required by the Bidder, it shall be construed that the Bidder understands all requirements of the purchaser. No communications shall be entertained in this regard at any stage of work after the opening of the Tenders.

1. E-Tender is available on Central Public Procurement (CPP) Portal URL [www.eprocure.gov.in](http://www.eprocure.gov.in) and CWC website URL [www.cwc.gov.in](http://www.cwc.gov.in).
2. Bidder who has downloaded the tender shall not tamper/modify the tender form including downloaded price bid template (BOQ) in any manner. In case if the same is found to be tempered/ modified in any manner, tender will be completely rejected and action will be taken as per cl.A.2(4) of Section –II of the Tender Document.
3. Government of India has made it mandatory to make all procurement with estimated value of Rs. 2 lakh or more through e-procurement mode. For conducting e-procurement, Central Water Commission has decided to use the portal of [www.eprocure.gov.in](http://www.eprocure.gov.in).
4. Intending bidders are advised to check CPP Portal/ CWC website for any corrigendum / amendment.
5. The Bidder is expected to examine all instructions, forms, terms and requirements in the Tender Document. Failure to furnish all information required by the Tender Document or submission of a bid not substantially responsive to the Tender Document in every respect will be at the Bidders risk and may result in the rejection of the bid.
6. Detailed information pertaining to the work will be open for inspection by the Bidder at the office of the above-mentioned officer. Bidders are advised to inspect and examine the locations for **Local Area Network (LAN), Computers and Peripherals at CWC Headquarters, New Delhi** and their surroundings and satisfy themselves before submitting their tenders. Bidders shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A bidder shall be deemed to have full knowledge of the site whether he inspects or not and no extra charges consequent on any mis-understanding or otherwise shall be allowed. Submission of a tender by a Bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope of the work to be done and other factors having a bearing on the execution of the work.
7. The Contractor shall abide by and comply with the Labour Laws, Workmen Compensation Act, EPF Laws, ESIC Laws, Income tax and Minimum Wages Laws, Contractor Labour (Regulations Abolition Act) or any other law in force.



## **A 2. TENDER DOCUMENTS:**

### **1. Eligibility Criteria for the Bidders:**

Eligibility criteria as defined in the Section – I. Bidder shall submit the documentary proof in r/o of each criterion for participation in the tender process.

### **2. Tender Fee:**

The interested eligible bidder has to submit the tender fee of Rs. 500/- (Rupees Five Hundred Only) in the form of a Demand Draft drawn in favour of DDO-II, CWC, New Delhi, payable at New Delhi to the Deputy Director (SMD), CWC before the last date/ time of submission of online bids. The tender fee will be non-refundable.

### **3. Bid Securing Declaration:**

The Bidders will have to sign a Bid securing declaration as per format given in Section-VII accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids/ request for proposals document, they will be suspended for a period of two years from being eligible to submit Bids/ Proposals for contracts with the procuring entity.

### **4. Period of Validity of Bid Securing Declaration:**

Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of

(i) The receipt of your notification of the name of the successful Bidder;

or

(ii) Thirty days after the expiration of the validity of my/our Bid.

### **5. Content of tendering document:**

The contents of the tendering documents as listed below shall be read in conjunction with any addenda, if issued. All components of the tender shall be considered as a single tender document and include:

- a) Notice Inviting Tenders
- b) Instructions to the Bidders
- c) Conditions of the Contract
- d) Scope of Work
- e) Price Schedule
- f) Tender Form
- g) Bid Securing Declaration Form
- h) Contract Agreement Form
- i) Performance Security Forms

### **A 3. TENDERING PROCESS:**

#### **1. Pre-bid Conference:**

The pre-bid conference will be held on 28<sup>th</sup> Jan 2021 at 11:00 hours in the chamber of Director, Software Management Directorate, Central Water Commission. The points raised by the bidders in this conference shall be clarified by CWC; and all such clarifications shall be circulated in writing to all the bidders before the cut-off date of tender submission. Intended Bidders will be allowed to seek clarification, if any. The bidders must submit their queries in writing to this office latest by 27<sup>th</sup> Jan 2021 at 18:00 hours.

#### **2. Bid Submission:**

The bids may be submitted online only on the eProcurement portal [www.eprocure.gov.in](http://www.eprocure.gov.in) up to 10:30 AM of 14.02.2021.

The Purchaser may, at its discretion, extend the last date/ time for online submission of bids by amending the Tender Document, in which case all rights and obligations of the Purchaser and Bidders previously subject to the last date/time will thereafter be subject to the last date/time as extended.

#### **3. Bidding Methodology:**

Single-stage Two-Bid System shall be followed i.e. Technical and Financial bids to be submitted at the same time.

#### **4. Submission of Documents:**

All the documents of the bids must be submitted with signature on all the pages.

- i. The following documents are to be submitted online in the technical bid part:
  - a) Tender Form completed;
  - b) Signed and scanned copy of pre-qualification documents to establish eligibility criteria.
  - c) Proposal giving details of Infrastructure and service facilities available with the bidder, qualification of the proposed AMC personnel, compliance to all the terms & conditions and scope of work of the tender document.

**(The Technical Bid must not reveal any information related to quoted prices. Technical Bids containing any information about the quoted rates shall be rejected summarily.)**

- ii. The following documents are to be submitted online in the financial bid part:
  - a) Price bid (BOQ) in the format downloaded from [www.eprocure.gov.in](http://www.eprocure.gov.in) as per Section-V.
- iii. The bidder has to submit following documents in hard copy in a sealed envelope before last date and time of submission of online bid otherwise the bid will not be considered for opening:
  - a) Bid Securing Declaration Form as per format given in Annexure-VII
  - b) Demand Draft towards tender fee in original.



**5. Cost of Bidding:**

The Bidder shall bear all costs associated with the preparation and online submission of its Bid and purchaser will in no case be responsible or liable for these costs, regardless of conduct or outcome of the bidding process.

**A4. BID PRICES:**

Prices quoted by the Bidder shall be fixed during the period of Bidder's performance of the Contract and not subject to variation on any account, and shall be inclusive of all applicable taxes, duties, octroi etc.

All prices shall be in Indian Rupees.

The prices shall be given as per the format given in price schedule inclusive of all charges. No extra charges are payable on any account. Prices shall not be quoted on option basis.

The Bidders are advised not to indicate any separate discount. Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purpose. However, in the event of such an offer, without considering discount, is found to be the lowest, the Purchaser shall avail such discount at the time of award of contract.

**A5. EVALUATION OF TENDERS**

- i. Technical Bids of only those bidders will be opened whose Bid Securing Declaration and Tender Fees is received by the Purchaser before the last date/ time of submission of online bids.
- ii. Each document comprising Technical Bid as mentioned in the tender must be submitted with signature at all pages. The submitted documents must proof bidder's eligibility as specified in the Tender.
- iii. The Bidder will be disqualified in technical bid in case of absence of any one of the required document as mentioned in the Tender.
- iv. Financial bid of only those bidders will be opened who qualifies in Technical Bid.
- v. Financial bid in the same format as mentioned in the tender must be submitted with signature at all pages.
- vi. Ranking of the Bidders will be done according to the price quoted. Bidder who has quoted the lowest rate will be ranked first and so on.
- vii. The purchaser does not bind himself to accept the lowest or any other bid.

**A6. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:**

The Purchaser reserves the right to accept any bid, and to annul the Tender process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Purchaser's action.

**A7. PURCHASER'S RIGHT TO VARY SCOPE OF CONTRACT:**

The Purchaser may at any time, by a written order given to the Vendor, make changes within the general scope of the Contract.

If any such change causes an increase or decrease in the cost, an equitable adjustment shall be made in the Contract Price and the Contract shall accordingly be amended.

**A8. AWARD OF WORK:**

The notification of award shall be issued to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the bidder is determined to be qualified to perform the Contract satisfactorily. The successful Bidder shall be required to furnish a letter of acceptance to it within 5 days of issue of the notification of award by Purchaser.

Within fifteen (15) days of issue of notification of award from the purchaser, the successful Bidder shall sign the contract agreement as given in Section VIII and furnish the specified performance securities valid up to 60 days beyond the contract period for a sum equivalent to 3% of the Work Order value for the due performance of the contract as per Performa given at Section-IX.

For the purpose of this tender the Contract Agreement with the successful Bidder shall comprise of:

- a. The tender form, technical bid and price schedule submitted by the Bidder;
- b. Notice inviting tenders;
- c. Instruction to Bidders;
- d. Conditions of the contract;
- e. Scope of work including technical specifications;
- f. Amendments to the tender document, if any;
- g. Pre-bid Conference related correspondences;
- h. Post tender opening correspondences; and
- i. Purchaser's notification of award of the contract.



### SECTION-III:

#### CONDITION OF CONTRACT

##### PART B: CONDITIONS OF CONTRACT

##### B1. Definitions & Interpretations:

**Work** means providing Comprehensive Annual Maintenance Contract (CAMC) work in respect of LAN, Computers and Peripherals for a period of one year at Central Water Commission Headquarters, (Including West Block-I, West Block –II & New Library Building) New Delhi and at the residences of entitled officers located in NCR.

**Central Water Commission "CWC"** means the Organisation headed by **Chairman, CWC** with headquarters at Delhi.

**Contract** means the agreement reached by the Purchaser and the Contractor for the purpose of the work mentioned in this document. All documents, letters, correspondences exchanged for this work shall be the part of the contract.

**Contract Price:** The cost of Products and Services identified in the Contractor's proposal are included in the Contract Price in their entirety. This shall include such additions/deductions made under variation order as allowed under this contract.

**Notices** shall be deemed to include any approvals, consents, instructions, certificates and clarifications to be given under this contract.

The **Purchaser** is: **The President of India** through The Deputy Director, Software Management Directorate (SMD), Central Water Commission (CWC), 6<sup>th</sup> Floor (South), Sewa Bhawan, R.K.Puram, New Delhi - 110 066.

**Contractor:** The **Contractor** is the agency of the successful Bidder with whom the purchaser enters into a contract for the work detailed in this document. The **Execution Period** is the period during which the **Contractor** is liable to provide remedial actions without any additional cost to the purchaser all the services under this work.

**Non- Responsive tender:** Any tender not meeting all the requirements mentioned in the tender document.

**Project Manager:** The Project Manager shall be designated by Director (SMD), CWC; and any change shall be intimated by CWC to Contractor within three days.

##### B2. Scope of the Work:

The scope of the work system constitutes completion of all the works and services enumerated in the section IV of the Tender Document and any underlying logical/ physical activity for providing Comprehensive AMC services in respect of LAN, Computers and Peripherals at Central Water Commission Headquarters, New Delhi. **The period of contract shall be for one year. At the discretion of CWC, based on the satisfactory performance of vendor, the contract may be extended for a further period of one year on the same terms and conditions as are agreed to for the initial period of one year.**



**B3. Documents of Contract:**

All the documents shall be considered as correlative, complementary and mutually explanatory. The contract shall be read as a whole for the interpretations. All correspondences, notices etc. shall form a part of the contract.

**B4. Interpretations:**

**Language:** shall be English only for the purpose of this contract.

**Context:** the singular and plural shall be interchangeable as per the context of the contract.

**Heading:** the headings and clauses shall be interpreted as A 1.1 a (i) where A is the part of the document, 1.1 may be the main heading and a (i) shall be the subheading.

**B5. Contractor's Responsibilities and Obligations**

1. The Contractor shall abide by the job safety, insurance, customs and immigration measures prevalent and laws in force and shall be liable for indemnifying the Purchaser from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Contractor's negligence. The Contractor shall pay all indemnities arising from such incidents and shall not hold the Purchaser responsible in any manner.
2. The Contractor is responsible to conduct all contracted activities with due care and diligence, in accordance with the Contract and using state-of-the-art methods and economic principles, and exercising all reasonable means to achieve the performance specified in the Contract.
3. The Contractor is obliged to work closely with the Purchaser and abide by directives that are consistent with the terms of the Contract. The Contractor is responsible for managing the activities of its personnel and shall hold itself responsible for any misdemeanour.
4. Sub-contracting of the work is not permissible under the contract.
5. For the purpose of AMC the contractor shall make available the services of sufficient and reasonable numbers of qualified resident support staff at CWC Headquarter during office hours round the year. The staff shall have the minimum qualification as given in **Section -IV**.
6. All benefits due to workers/employees as per the law of land are to be given to them by the employer as they are mandatory.
7. The Contractor shall exercise adequate supervision to ensure performance of maintenance services in Central Water Commission.
8. The Contractor shall provide maintenance services through its well trained personnel for the performance of its services hereunder and these personnel of the Contractor only and the CWC shall not in any manner be liable and all statutory liabilities (such as ESI , EPF, EDLI, Bonus etc.) as shall be paid by the contractor.
9. The wages/ salary of the personnel deployed by the contractor for maintenance services in CWC shall be made credited directly in the Bank



- Account of the individual. The contractor shall submit a proof of the same to the SMD, CWC.
10. The Contractor shall produce to the CWC the details of payment of statutory benefits like bonus, leave, relief etc. to its personnel.
  11. The CWC shall have the right, within practical reason(s), to have any personnel removed who is considered to be undesirable or otherwise and similarly the Contractor has no right to remove any personnel without prior approval of the CWC. In case of any emergency / matter beyond the control shall be exempted.
  12. The contractor shall cover its personnel for personal accident and death whilst performing the duty and the CWC shall own no liability and obligation in this regard.
  13. Vendor should maintain back up support management for efficient and effective services.
  14. The Contractor after setting antecedents verified from police authorities shall issue identity cards/identification documents to all its personnel who will be instructed by the Contractor to display the same. The CWC has the right to inspect the performance of the personnel deployed by the contractor and order for replacing them if the performance is not satisfactory.
  15. Contractor shall also provide and ensure that manpower deployed for the job are provided with *suitable uniform and suitable ID card* while working within the CWC premises. The cost of uniform and ID card shall be borne by the successful bidder. ID card may be displayed on left side of dress/uniform. ID card shall have enough information indicating that the AMC personnel is working at the CWC site. In any case, all AMC personnel shall be specifically hired for CWC site only and there shall be no re-shuffling of staff with other site (non-CWC site)/un-authorized deputation at other sites managed by the same contractor without prior permission, in any case.
  16. The CWC (S M Dte) reserves the right to have administrative control over the staff deployed by the contractor during the contract period. Timing of staffs shall be from 9:30 AM to 6:00 PM having lunch duration of half an hour (1:30 PM to 2:00 PM).
  17. The vendor shall ensure that all of the AMC staff is enrolled in Aadhaar Enabled Biometric Attendance System (AEBAS) of CWC. However if due to any reason, enrolment in AEBAS is not possible, the vendor shall provide and maintain a suitable up-to-date biometric attendance system in Software Management Directorate for the AMC staff at his own cost; all AMC personnel shall have to be mandatorily enrolled in the biometric attendance system. The biometric time attendance system must have web interfacing in order to track the attendance of deployed AMC personnel. In such case the attendance monitoring system and administrative control of AMC personnel shall be directly under the control of designated officer from S M Dte, CWC.
  18. The Contractor should abide by the use of various electronic media tools for streamlining of CAMC work on daily basis. Any refusal/quit to join any social media group created by department for official work will attract penalty clause.



19. The personnel of the Contractor shall not be the personnel of the CWC and they shall not claim and salary or allowances, compensation, damages or anything arising out their deployment/duty under this contract. The Contractor shall make them known about this position in writing before deployment under this agreement.
20. The Contractor shall also provide all benefits statutory or otherwise to its personnel and the CWC shall not have any liability whatsoever on this account. The Contractor shall also abide by and comply with the Labour Laws, Workmen Compensation Act, EPF Laws, ESIC Laws, Income tax and Minimum Wages Laws, Contractor Labour (Regulations Abolition Act) or any other law in force. However, on revision of minimum wages by Govt. of NCT of Delhi the same shall be revised by the CWC. However, even on revision of minimum wages, the contractor's profit in absolute terms (not in percentage terms) shall remain the same throughout the contract period as was quoted by the contractor in his bid.
21. The Contractor shall not deploy any person below the age of 18 years old and more than 50 years old. Manpower engaged for the purpose shall be pre-trained and experienced in requisite field.
22. Unrealistic rates quoted by the bidders shall not be considered by the CWC. Therefore, bidders are required to quote realistic rates keeping in view the cost of deployment of service engineers and other staffs including statutory compliance on the part of bidding firm on account of (1.) payment of latest notified Minimum Wages by the Govt. of NCT of Delhi applicable for skilled/qualified persons, (2.) ESI, (3.) EPF, (4.) EDLI & admin charges (5) Service Tax, (6) bonus etc.
23. The payment of Bonus to the employed staff has to be done by the contractor from his Profit/Service charge for which no additional payment will be done by CWC.
24. The Contractor shall submit authenticated bank account statement in lieu of salary deposited in staff's account on quarterly basis.
25. Consortium, Joint Venture, subletting, sub-contracting or hiring services of other entity for execution of the Services under this tender is not allowed.

**B6. Purchaser's Responsibilities:**

The purchaser shall ensure accuracy of all information and/or data to be supplied by the purchaser to the contractor, except when otherwise expressly stated in the contract. The purchaser shall provide necessary space to the resident support staff at CWC Headquarter required for performance of the contract.

**B7. Duration of contract:**

The initial period of contract shall be for one year from the date of award of contract. The rate quoted shall remain in force for the full period of contract. No demand for revision of rate on any account shall be entertained during the contract period. The period of Annual Maintenance Contract can be extended by a further period of 1 year, at the same rate, terms and conditions after completion of AMC period based on the performance of the service provider and if mutually agreed by both the parties in writing.



However, if at any stage the purchaser is not satisfied with the work, he can terminate the contract by giving 15 days' notice. The Contractor shall have no claim to any payment for the compensation or otherwise whatsoever on account of any profit or advantage which might have been derived on the manpower or other resources derived for this work.

**B8. Security Deposit**

After finalization of AMC agreement, contractor shall submit Bank Guarantee of 3% of the Work Order value valid 60 days beyond the contract period as performance security deposit.

**B9. Programme of Work:**

Immediately after signing of the contract the Contractor shall make necessary arrangements for starting the work. The work shall be started within 7 days of the signing of the contract.

This date of start of work once accepted by the purchaser shall be treated as the date of commencement of the contract period.

The contractor shall provide time-to-time reports on the progress of work as per schedules stipulated in Section-IV.

**B10. Confidentiality:**

The Contractor shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as maybe necessary for purposes of such performance.

Any document including software and hardware, other than the Contract itself shall remain the property of the Purchaser and all copies thereof shall be returned to the Purchaser on termination of the Contract.

The Contractor shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in this document except for purpose of performing the Contract.

The Purchaser shall not, without the Contractor's prior written consent, disclose any documents, data or other information furnished by the Contractor in connection with the Contract, and clearly identified in advance by the Contractor as being confidential, to parties not directly involved in the project(s) covered by the Contract.

The Contractor shall not make use of the software/applications/hardware made available to him except for the purpose of performing the contract.

**B11. Care of the system:**

The Contractor shall be responsible for the general care of the system and equipment made available to them by the CWC. The Contractor shall be responsible for any loss or damage to the system caused by the Contractor or its sub-contractors in the course of work. The Purchaser shall have the right to make good the losses by adjusting the same from the payment due to the Contractor.



**B12. Loss of Property:**

The Contractor shall indemnify and hold harmless the Purchaser and its employees from any losses, liabilities and costs resulting from the death, personal injury or loss to damage to the property, loss to the system arising due to the performance contract.

**B13. Indemnity:**

The Contractor shall indemnify and keep indemnified the CWC against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the Contract and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto under the provisions of various labour laws as amended from time to time. The Contractor shall indemnify, protect and save the CWC against all claims, losses, costs damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements.

**B14. Force Majeure:**

For purposes of this Clause, "Force Majeure" shall mean an event beyond the control of the Contractor and not involving the Contractor's fault or negligence. Such events may include, but are not restricted to, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the Contractor shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Contractor shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force Majeure event.

If an event of Force Majeure continues for a period of ninety (90) days or more, the parties may by mutual agreement, terminate the Contract without either party incurring any further liabilities towards the other with respect to the Contract, other than to effect payment for Products already delivered or Services already performed.

In event of any Pandemic situation like COVID-19, where the number of personnel at any location is to be restricted, the contractor will ensure at least 50% of staff availability for smooth running of IT services in the office.

No claim or increased costs be entertained attributable to the Force Majeure.

**B15. Contract Price:**

Prices quoted by the Bidder shall remain fixed during the Bidder's performance of the Contract and not subject to variation on any account and shall be inclusive of all taxes, duties, octroi, service tax etc. at the rate prevailing at the time of signing of the contract. The prices shall be given as per the format given in price schedule on lump-sum basis inclusive of all charges. No extra charges are payable on any account.



**B16. Terms of Payment**

The payment shall be made quarterly in Indian Rupees on pro-rata basis as per conditions stipulated in Section-IV. Payments on account of EPF/ ESI/ EDLI/ Bonus etc. for the deployed personnel at CWC under the contract and service tax shall only be reimbursed upon submission of requisite documents by the contractor.

The Performance security shall be released 60 days after the successful completion of contract.

**B17. Taxes and Duties**

Payment of all the existing and new taxes, levies, octroi, custom and other charges levied on the goods and services rendered shall be the responsibility of the contractor and the same shall be borne by him only within the quoted rates. The Taxes shall be deducted at source as per the prevailing Government rules from time to time.

**B18. Advances**

No advance payment is to be payable under this contract.

**B19. Release of Claims**

After completion of work and at the time of final payment, the Contractor shall give in writing, releasing the Purchaser for all the claims arising out of this contract other than specifically accepted in this contract.

**B20. Observance of Law**

The contract shall be construed and operated as an Indian contract and as per Indian laws applicable from time to time.

The parties to the contract shall protect and indemnify each other against all claims or liabilities arising from the action of violation of all such laws.

Contractor shall observe all the labour and mercantile laws related to this work.

**B21. Termination of Contract**

**1. For Purchaser's convenience**

The Purchaser can terminate the contract at any time by giving a notice of 15 days to the Contractor. The Contractor shall have no claim to any payment for the compensation or otherwise whatsoever on account of any profit or advantage which might have been derived on the manpower or other resources derived for this work.

**2. For Contractor's Default**

- a. The Purchaser without prejudice to any other rights or remedies it may possess may terminate the contract.
  - i. If the Contractor becomes bankrupt or insolvent
  - ii. If the Contractor has abandoned or repudiated the contract, persistently failed to carry out its obligations under this contract.
  - iii. If the Contractor neglects its obligations under this contract.
  - iv. If the contractor has furnished any false document.

- b. The Purchaser may without prejudice to any other right issue a notice for termination of the contract stating the nature of default and requiring the remedy for the same. Failure of the Contractor to carry out a specified work for 14 calendar days may be sufficient grounds for termination of the contract by the purchaser.

**3. Termination by Contractor**

The Contractor can terminate the contract with a 90 days' notice only in case the Contractor is unable to carry out its obligations of the contract for any reason attributable to the Purchaser.

**4. On every termination**

- a. The Contractor shall cease further work.
- b. The Contractor shall handover at the premises of the purchaser all the hardware/software, made available by the purchaser for the performance of the contract.
- c. Under such circumstance, only the contract price properly attributable to the part of work duly valued by the Purchaser shall be payable by the Purchaser to the Contractor. The decision of the purchaser shall be final in this respect.

**B22. Liquidated Damages**

**Penalty for Delay:** In case of non-availability of desired services, penalty shall be imposed as per details given in Section-IV.

Deduction on this account shall be made from the concerned quarterly bills.

Notwithstanding the provisions of tender document, the Contractor shall not be liable for liquidated damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

**B23. Notices**

Notwithstanding anything stated otherwise, all notices of this contract shall be in writing through registered mail, speed post, personal or courier deliveries. The transmission by electronic data exchange (fax, email) shall be reconfirmed in writing. Any change in the address etc. shall be communicated within 10 days to other party.

**B24. Disputes**

The decision of the Purchaser shall be final regarding the quality and progress of work, the other aspects arising out of the work shall only be referred as Disputes. The Contractor may address its intention with evidences for the settlement of dispute in writing to the Purchaser. The work shall not stop, unless agreed mutually or ordered by the arbitrator(s).

**B25. Settlement of Disputes**

The settlement of all the disputes of any kind arising out of this contract shall be first through a Mediator and only after dissatisfaction with that, the (joint) Arbitrator(s) shall be appointed as per Arbitration & Conciliation Act 1996.



**B26. Corrupt or Fraudulent Practices**

- 1 The CWC requires that the Bidders under this Bid observe the highest standards of ethics during the execution of such Contracts. Accordingly, the CWC defines the terms set forth as follows:
  - (a) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in contract execution; and
  - (b) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or a execution of a contract to the detriment of the CWC, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Contract Prices at artificial non-competitive levels and to deprive the CWC of the benefits of the free and open competition.
- 2 The CWC will terminate the contract if it determines that the Contractor has engaged in corrupt or fraudulent practices before, during or after the period of contract; The CWC will hold the Contractor ineligible to be awarded a contract, either indefinitely or for a period of 36 months from the date of declaring the contractor ineligible if it at any time determines that the Contractor has engaged in corrupt and fraudulent practices in competing for, or in executing the Contract.

## SECTION-IV:

### SCOPE OF WORK

#### PART C: SCOPE OF WORK

The scope of work shall be "Comprehensive Annual Maintenance Contract (CAMC) in respect of Local Area Network (LAN), Computers and Peripherals at CWC Headquarters, New Delhi" for a period of one year. The Annual Maintenance Contract (AMC) shall cover the maintenance of the IT hardware and software infrastructure and network cabling of the CWC. An indicative list of IT equipment in the CWC is attached at "Annexure-I" and "Annexure-II". The number of equipment may vary during the contract period since older / dysfunctional equipment continues to be disposed-off and new equipment purchased by the CWC.

Under the scope of work, it is not the intent to completely specify all the details, but to give a general idea about the nature of work covered under the contract. Any activity which is not specified here but necessary for efficient maintenance of LAN, Computers and Peripherals shall be deemed to be included in the scope of work of this contract. The AMC includes formatting in logical form of computers data recovery and re-installation including authentic software(s) being used in the office(s). The equipment will be handed over back in same and good working condition to CWC after the AMC period.

The software maintenance includes, but is not limited to, troubleshooting, re-configuration, re-formatting and re-installation of operating systems (Windows, Linux, Mac, etc.); browsers; email clients; office software; virtual machines; antivirus; data retrieval and installation / configuration / removal of any readymade & customized software developed / deployed / approved by the CWC and it also includes identification and removal of malware, that are not detected by anti-virus software from the computer system.

The scope of the work system constitutes completion of all the works and services enumerated in the Section IV of the Tender Document and any underlying logical / physical activity for providing Comprehensive AMC services in respect of LAN, Computers and Peripherals at Central Water Commission Headquarters, New Delhi. There are approximately **900** computers at CWC which are to be covered under AMC. CWC envisages requirement of certain IT Manpowers having adequate related knowledge for the maintenance and upkeep of IT infrastructure at its headquarters. Summary of the IT inventories at CWC are as under:

Sl. No.	Items #	Nos. Under AMC	Nos. (Warranty)
1.	Servers	10	02
2.	Desktop Computers	552	318
3.	Workstations	14	05



4.	Laptops	90	43
5.	Printers	630	23
6.	UPS	766	05
7.	Scanners	49	01
8.	Plotters	12	0
9.	Network Components	108	27
10.	Networking Nodes	1177	0
11.	Multimedia Projectors	2	0
12.	Aadhaar enabled Biometric Machines	245	0

# Details of these item are at Annexure-I and Annexure-II

The manpower well conversant with IT hardware and its related maintenance shall be deputed as per following requirements:

Sl. No.	Designation	Qty	Category	Duties
1.	Network Administrator	01	Graduate and above	Managing the server room and its peripherals
2.	Resident Engineer	06	Graduate and above	Active support activities for equipment under AMC and warranty.
3.	Facility Manager	03	Semi Skilled	Facility management services for meetings, seminar, workshop etc.
4.	Facility Manager(AEBAS)	01	Semi Skilled	Support services for AEBAS Machines
5.	Resident Mechanic	02	Semi Skilled	Maintenance of UPS, Printer etc.
6.	Help Desk Manager	01	Graduate and above	Comprehensive complaint management
7.	Data Entry Assistant	02	Graduate and above	Document management services through electronic media

8.	Office Assistant	03	Unskilled	Preventive maintenance and moving IT equipment
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The minimum qualification for the deployed AMC personnel shall be as under:

Sl. No.	Designation	Qualification/Eligibility Criteria
1.	Network Administrator	Degree in Engineering/IT/Computer Applications with minimum 2 years experience or Diploma in E&T/IT with minimum 3 years experience. Degree/ Diploma shall be of registered / recognised by the educational bodies of the State/ Central Government. Should have networking / system administration certification like CCNA, MCSE, MCSA etc.
2.	Resident Engineer	Degree in Engineering/IT/Computer Applications with minimum 1 years experience or Diploma in E&T/IT with minimum 2 years experience. Degree/ Diploma shall be of registered / recognised by the educational bodies of the State/ Central Government.
3.	Facility Manager	Matriculate but not graduate and should have sufficient knowledge of IT hardware such as multimedia projector and other IT facilities
4.	Facility Manager(AEBAS)	Matriculate but not graduate and should have adequate knowledge of Aadhaar based biometric machines and other IT facilities
5.	Resident Mechanic	Matriculate but not graduate and should have sufficient knowledge of repairing UPS, Printers etc.
6.	Help Desk Manager	Graduate and above; should have minimum one year experience in managing complaints / inventory etc.
7.	Data Entry Assistant	Graduate and above and should have sufficient experience for the work of document management system
8.	Office Assistant	Non matriculate and should have right aptitude to work

The maintenance and repair shall include replacement of parts for Desktop, All-in-One Computer, Laptop Computer, MFP, Plotters, AEBAS Machines or any other IT equipment under AMC by the contractor at his own cost whenever necessary upto a value of **Rs 5000/-** excluding GST in each case. This shall, however, not apply to the consumables and new internet cabling work. The criteria of **Rs 5000/-** shall apply to each spare part (wire less mouse/ wired mouse, wireless keyboard /wired key board, power-supply unit, VGA cable, patch cable, RJ-45 connector, RAM, Graphic Card, UPS Logic



Card, printer spares, networking components such as I/O box, LAN cable, router, networking switches **etc.**), if more than one item are required for repair of any single unit/system. This shall also apply to the repair/replacement of spare parts that may be physically damaged/ burnt. The defective equipment/item/part shall be replaced by the equipment/item/part of the same specification & same OEM and in case, these are not available, the higher specification, acceptable to the CWC, shall have to be installed. In no case, shall the defective equipment / item / part be replaced by old spare parts. The details of the defective equipment/item/part of those, which are replaced, will be specified in the maintenance record. In case of any dispute regarding price of spare part(s), the decision of CWC shall be final.

The repair of all the IT items to which the repair cost comes beyond the value of Rs 5000/- excluding GST **shall be done by the vendor at his own cost** if the items are not physically damaged/ burnt within the stipulated time period and a standby should be provided to the user during the intervening period. However, for such type of repairs (beyond the value of Rs 5000/- excluding GST) if the items are physically damaged / burnt, the entire required repair shall be done at the cost of CWC."

#### **C1. Equipment and its locations**

The equipment covered under annual maintenance contract shall be as per Annexure-I. New equipment as and when purchased by Department of Revenue will be included in AMC as soon as warranty expires. This will be done through Addendum signed by CWC. The contractor shall diagnose and repair/ replace the faulty component/module/device and network equipment so as to ensure the intended functionality of the equipment's. All equipment/tools, including diagnostic equipment's required for the purpose shall be provided by the contractor.

#### **C2. Preventive Maintenance**

Preventive Maintenance (PM) of all machines/hardware at all locations shall be carried as per followings:

1. Comprehensive Preventive Maintenance (PM) shall be carried out once in a quarter. Schedule and method of each Machine covered under AMC shall be provided by contractor in advance and a comprehensive report to this effect shall also be submitted. Preventive Maintenance shall constitute the following:
  - a. Physical inspection, checking and cleaning up of all the hardware, including network components, covered under this contract.
  - b. Surface cleaning of all IT assets, individual components, keyboard, mouse, floppy/CD/DVD drives etc. with proper cleaning agent has to be done. The cleaning agent shall be provided by contractor.
  - c. Checking of all network/ equipment points for proper connection.
  - d. Checking, testing and submit the status of UPS and its batteries, including power condition such as earthing etc.
  - e. Checking up of printers for paper dust and smooth operation and cleaning of printer head.



- f. Immediately inform concerned user in case of any impending crash of hard disk so that remedial action for taking data backup could be initiated.
  - g. Repair of registry and removal of remnant of viruses/worms, incompletely uninstalled or deleted programs etc.
  - h. Checking of virus and removal of viruses if any are found.
- 2 Contractor must ensure that he will prepare and maintain a logbook (preferably online) for each machine to be taken under AMC, which shall contain the configuration of each machine and dates of preventive/breakdown maintenance carried out by contractor.
- 3 During Monthly PM of Machine, contractor shall make suitable use of troubleshooting/ diagnostic software packages, installed and available with each desktop/laptop, to reconfirm the hardware configuration of each PC/ Peripherals equipment. Any discrepancy noticed in configurations shall be brought to the notice of the both designated Project Manager and the User, and shall be highlighted in the PM record.
- 4 The attending personnel of the contractor shall demonstrate perfect working of the system and fill up PM Record for each of the systems, which have been attended for PM and get it signed by users. PM report, giving all of above relevant details of systems on which PM has been done, shall be submitted to designate Project Manager, CWC for each quarter.
- 5 To monitor maintenance activity and to discuss other related matters, monthly review meeting in the first week of every month with Deputy Director, Software Management Directorate and the successful firm will be held at 6<sup>th</sup> Floor in the Sewa Bhawan, R K Puram, New Delhi.

### **C3. Comprehensive IT Maintenance Services**

#### **1. Network Management Services:**

Network Management Services for IT Infrastructure shall be provided by the contractor, which shall include the following, along-with any other activity required to be done, for optimum utilization of the Networks and ensuring the availability of applications:

Vendor shall maintain all the networking nodes without any cost to the department during the period of AMC. This AMC includes the physical damage of cables, change of damaged wires, I/O, RJ 45, and shifting of networking nodes.

- a. Daily monitoring of LAN or manual testing, troubleshooting and reporting the status to designated Project Manager, CWC.
- b. Configuration/ Reconfiguration of Layer-2, Layer-3 or higher switches, Hubs, Nodes, Servers etc for network connectivity, including updating of firmware, as and when required.
- c. Maintain an update inventory/ asset list of complete IT network infrastructure.
- d. Maintain an update document for LAN network diagrams with relevant details.



- e. Provide services for link/ devices augmentation/ deletion, relocation/connection/ disconnection etc., as and when required.
- f. Protocol migration to any other protocol, as and when required. Protocol configuration on any new router/switch as per existing routing protocol.
- g. Maintain and update IP address list and optimum management of IP addresses,
- h. Data traffic monitoring and management for optimum data speed for each application/ service and performance of the Network and record keeping,
- i. Overall performance monitoring regularly and tuning of the Network, as and when required,
- j. Limit broadcasts monitoring the response time of online applications and taking corrective actions, such as traffic prioritization and QoS to ensure satisfaction, subject to the availability of tools.

Upkeep and proper coordination with all the Leased Line service providers (MTNL line used for internet, NIC, etc.) along with the respective vendors for smooth functioning of the network, i.e., from Service provider end-via Server-user's end (e.g. connectivity between MTNL and any other-last mile connectivity-Server-Desktop, as the case may be).

## **2. Server Management Services:**

Contractor shall submit disaster management plan and protocols for server management, configuration and installation procedures specific to CWC. Server Management Services for various Servers shall be provided by the contractor and shall include the following along-with all other actions which are necessary for optimum utilization of the Servers and ensure viability of application:

- a. Daily monitoring of Servers and troubleshooting, Resolving server operational problems, like system 'hang' hard disk crash etc and keeping a log of the same.
- b. Installation or re-installation, configuration or re-configuration of OS, Servers, services and other applications, as and when required.
- c. Package management:  
Installation of packages, upgrades and patches of OS and other software as and when provided by CWC or OEM. Removal and maintenance of packages.
- d. Searching and downloading of freely available upgrades, bug fixing, updates, and patches of OS and other applications running on servers from OEM websites and installation of the same. Keeping a log for the same.
- e. Connectivity management:
  - i. Creation of routes on servers to enable organization-wide access efficiently.
  - ii. TCP/IP management.
  - iii. Network related troubleshooting.

- iv. Time synchronization between various servers using relevant services.
- f. Overall performance monitoring and generation of logs every month.
- g. Monitoring of CPU utilization, main memory, disk space usage by applications and file systems, swap utilization average load. Systems network traffic etc vis-à-vis thresholds using basic Server Management tools available on servers. Else contractor may arrange tools for the same without any extra cost.
- h. Monitoring of resource utilization like CPU and memory.
- i. Restoration of operation of servers back after any failure using back up data.
- j. Recovery of data in case of hard disk or system crash.
- k. Performing quarterly system performance tuning for optimum performance, changing the system configuration parameters and reorganizing the disk space etc.
- l. Storage management:
  - i. Configuring disk arrays, RAID levels etc.
  - ii. Configuring various clusters.
  - iii. Configuring backup drives.
  - iv. Periodic backup as desired by Project Manager.
  - v. Disk and file system clean-ups and maintenance.
  - vi. Automation of disk clean-up operations.
  - vii. Adding new file systems, logical volumes,
- m. Other items of management:
  - i. Print management.
  - ii. NFS management.
  - iii. Active Directory management.
  - iv. Name service management, like DNS, NIS.
  - v. Performance management, like kernel parameter optimization,
- n. Capacity planning on the servers.
- o. Escalating unresolved problems to the OEM/vendor for ensuring resolution, Support for installation and smooth running of various applications running on these servers,
- p. Hardware monitoring and other warnings in Syslog.
- q. Windows server specific activities:
  - i. PDC, BDC management.
  - ii. Security updates and OS patch management.
  - iii. Application installation, anti-virus s/w and Scanning of viruses.
  - iv. File level and share level access control.



- v. Group and system policies implementation.
- vi. OS specific DLL corruption handling.
- vii. Share and access point controls.
- viii. Hot fixes and service packs for OS.
- r. Contractor shall be responsible for upkeep of server racks and server rooms, maintenance of records/ registers, logs; standard operating procedures, procedures for shutdown and restart of servers, backing up and clearing of server logs.

### **3. Desktop Management Services:**

Maintenance and management of various PCs and attached peripherals shall be provided by contractor and shall include the following along with all other actions, which are necessary for optimum utilization of the PCs and peripherals.

- a. The contractor shall diagnose and repair/ replace the faulty component/module/device of all PCs and attached peripherals so as to ensure the intended functionality of the equipment.
- b. Maintaining and installing OS, desktop/client-side Application software, Network management client/ Microsoft client etc, as and when required and provide services, such as relocation of PCs, or adding or removing accessories, attachment of other devices/ peripherals.
- c. Maintaining record of all new machines installed, movement of machines within site, changes and configuration of machines.
- d. Performing any install, move, add or change (IMAC) at client level.
- e. Configuring of print server and resolving all printing/ printer problems of users.
- f. Arranging/downloading from internet and loading of drivers of peripherals as and when need arise.
- g. Configuration/reconfiguration of client machines to ensure optimum network connectivity and applications/service availability to all users.
- h. Client configuration of MS outlook/relevant mail clients.
- i. Installing, reloading, reconfiguring of any desktop/office automation software mail clients, browsers, applications, client of any application etc as and when required,
- j. Re-establishing the network connectivity and application availability after any hardware/software failure,
- k. In case of hard disk failure, contractor shall make all attempts possible to retrieve the data and transfer to the new disk to be provided by him. The disk shall be of same make and have capacity, specification equal to or higher than the original hard disk.

- l. Making its own arrangement to get all software bug fixes, patches, upgrades from internet or the concerned software principals,
- m. Application of bug fixes, updates, upgrades provided by CWCOR by downloading the same, if need arises,
- n. Cleaning of registry from remnant of viruses/worms, incompletely uninstalled programs etc. Contractor may use registry maintenance tools of its own.

**4. Support for Data services, e-mail services, Internet access, gateways etc:**

The task shall involve managing the SQL/ Data server, mail servers, clients, proxy servers etc. The following shall be carried out by the contractor, along with all other actions, which are necessary for providing the desired services.

- a. Gateway & related services:
  - i. Bandwidth monitoring.
  - ii. Link/Leased line uptime monitoring.
  - iii. Backup monitoring/automatic fail over checking.
  - iv. Routes monitoring.
  - v. Mail routing monitoring.
  - vi. Open relaying monitoring and blocking of open relaying, handling open relaying incidents.
- b. DNS/ DHCP Server:
  - i. Domain resolution.
  - ii. Lookup for internet hosts.
- c. MS Exchange/ Mail Server:
  - i. MS Exchange/ Mail Server admin tasks:
  - ii. Server tasks monitoring.  
(SMTP, HTTP, REPLICA, ROUTER, AGENT etc)
  - iii. MS Exchange/ Mail Server database usage.
  - iv. Mail routing, mail delivery monitoring for incoming and outgoing mails.
  - v. Mail database size monitoring.
  - vi. Disk space usage monitoring.
  - vii. Mail traffic queue monitoring.
  - viii. Mail usage reporting all servers.
  - ix. Mail user management:
    - x. User accounts creation.
    - xi. User accounts movement.
    - xii. User accounts deletion.
    - xiii. User mailbox size modification.



- xiv. User accounts changes.
- xv. Password activation/reactivation.
- xvi. Installation of e-mail clients on desktops, help user in use of e-mail changing of password, creating replica on local disk, maintenance of mail box size on server.
- xvii. Safeguarding of the e-mail servers against viruses through e-mails.
- xviii. Monthly report on the details of mailboxes created, deleted, and transferred.
- xix. To diagnose user problem and fix it for availability of mail services to end-users.
- d. SQL/ Data server:
  - i. Management of data tables.
  - ii. Connectivity of data server with applications.
  - iii. Management of data security and data access policy.
- e. File server/ storage devices
  - i. Taking/Maintaining of backup of all important data on daily basis on storage devices.

## **5. Virus Protection Services:**

Contractor has to ensure that entire CWC networks, servers and PCs remain virus free. The term 'virus' includes viruses, worms, Trojans, spywares, malwares, adware's, or any other program which interferes with the intended functionality of the system and loaded applications. However, providing of anti-virus software and renewal of its licenses shall be done by CWC. The following shall be carried out by the contractor, along with all other actions, which are necessary for providing the desired services.

- a. The internet gateways and other access points shall be protected from virus.
- b. The PCs shall be protected against the viruses/worms. Diagnosing and rectifying any virus problems. Escalating the problem cases to OEM of antivirus signature database.
- c. The servers shall be protected and safe guarded against viruses/worms, Unauthorized users, spamming etc and shall maintain, at all times, an updated anti-virus signature database.
- d. The latest anti-virus updates/patches shall be required to be made available to all desktops and online anti-virus update facility to the desktop shall have to be created.

## **6. Vendor Management Services:**

Contractor has to coordinate with all the IT vendors and service providers of CWC for servers, desktops, printer/ peripherals and networking equipment and get the problem solved. Resident Engineer should have sufficient and requisite knowledge of maintenance and trouble shooting in

Windows/UNIX/LAN etc. environment and should be capable to diagnose and to provide quick, reliable and one-time solutions.

## **7. Help Desk Services:**

The vendor shall provide NMS (Network Monitoring System) software for monitoring the network L3 and L2 manageable device and all running V-LANs. The software shall be hosted at LAN of CWC and shall cover all the CWC users.

A dedicated Help Desk Manager (preferably lady staff) shall manage the Helpdesk services. The help desk management (Complaint) software, shall be provided by CWC, however the contractor has to ensure to provide qualified technical staff to operate the software. The time for repair done will be calculated through helpdesk software provided by CWC. The user who has registered the complaint will have the right to close it after satisfactory resolution, however in case of dispute; decision of SM Dte will be final.

The following shall be carried out by the contractor, along with all other actions, which are necessary for providing the desired services.

- a. Allow users to log calls through telephone, web browser or register, track and close calls on completion. In case of telephonic call, the users are to be intimated call ID no. and expected resolution time. Feedback of the users shall be taken by the designated project manager from CWC to check the quality of services provided by AMC personnel.
- b. Assign criticality level to each call.
- c. Track each call to resolution.
- d. Analyse the call statistics.
- e. Provide hard copies of the following MIS reports to designated Project Manager, CWC:
  - Weekly Pending and closed calls reports.
  - Monthly calculation of availability of different category of equipment and overall availability of the network and other systems covered under the contract.
  - Monthly availability report and exception report, indicating all calls not completed within SLR.
  - Weekly Server Availability and Utilization Report.
  - Quarterly report on the number and success of the restoration drills on servers.
  - Monthly report on the details of mailboxes created, deleted and transferred and time taken for the same.
  - Monthly LAN Availability and Utilization Report.
  - Monthly report on Virus attacks, hardware affected by virus, action taken.
  - Monthly IMAC (Install, Move, Add and Change) report.



The contractor will be required to monitor the complaints relating to the equipment and redress them in the stipulated time. A list of complaints not redressed and pending at the end of the day has to be prepared by the contractor and handed over to the authorized officer(s) of SMD, CWC, at the end of each working day.

**8. Facility Management Services:**

The Contractor shall provide suitable qualified staff for Facility Management Services having knowledge of IT hardware such as multimedia projector and other IT facilities. The staff will have to be present during meetings/conferences for technical support. The laptop for such meetings is issued by SM Directorate, in case the meeting extend beyond the office hours, it would be the responsibility of the Contractor to ensure safety of the laptop till it is handed over back to SM Dte on next working day.

**9. Creation of Resource Bank:**

Contractor shall maintain drivers, patches/service packs, dump of OS, dump of MS office etc on a server provided by CWC. In addition, contractor shall make his own arrangement for software tools for analysing the disc and Data recovery from crashed hard disk or mistakenly erased hard disk, Registry maintenance tools, and similar tools and utilities on central help desk for making it available all across CWC HQ. This activity shall be completed within 2 months of commencement of AMC contract.

**10. Equipment under Warranty:**

For that equipment under warranty, all FMS (Facility management services) with regard to software i.e. loading anti-virus, checking for viruses, loading of new software, formatting and restoring the computer, and data backup, when necessary are to be carried out. For equipment under warranty, the contractor has to liaison with the warranty provider for getting warranty services. The vendor shall also provide FMS for those IT equipment's that have been procured by S M Dte or any other Directorate of CWC and not taken in AMC list till they are added in the AMC list as per Annexure II.

**C4. Addition/ Deletion of Hardware like Servers, PCs, Peripherals and UPS etc. and Networking Equipment:**

Some of the networking equipment, Servers, PCs and associated peripherals may be under warranty or under AMC with different vendors up to different points of time. All kinds of support except those covered under such warranty/AMC shall be provided under this AMC. Comprehensive AMC for IT equipment may start after the expiry of warranty period or termination of existing AMCs. The CWC reserves the right to add/delete any networking equipment, computer(s) or peripheral(s), as and when required, to the Scope of Work under AMC.

Any addition/deletion of the equipment for AMC shall be done by the designated Project Manager for which rates are available in the contract at any time during the contract period on pro-rata basis, irrespective of equipment's location within CWCHQ premises. Items, which are not mentioned in the contract, may be taken under AMC on mutually agreed rates.



The additional cost shall be worked out based on quantity as well as the corresponding period (in days) for which AMC coverage is required for these machines. The maintenance of these additional machines shall be carried out under the same terms and conditions agreed there in the contract. Similarly in case of deletion of IT items from AMC, the corresponding cost would be reduced from the total amount. The total contract amount shall be get modified on a pro rata basis.

#### **C5. Timings**

The Vendor shall provide and maintain a suitable up-to-date biometric attendance system in Software Management Directorate for the AMC personnel at his own cost. All the AMC personnel deployed by the contractor at CWC shall be enrolled in the biometric attendance system. The attendance sheet of all the staff will be submitted to S M Dte, CWC on monthly basis or as and when required by the designated officer of SMD. Normally the maintenance services shall be required during CWC's office working hours (9:30 AM-6:00 PM) and 5 days a week, unless otherwise specified for any official for shift duties who would be guided by their shift duty timings. However, contractor shall provide services beyond normal working hours and CWC's closed/ listed holidays, including Sundays without any additional cost in the following cases:

- i. Whenever such services are required as decided by Project Manager, CWC.
- ii. In case, any critical job has been started during the working hours and it has to be completed on the same day, even if it continues beyond the working hours of CWC.
- iii. For all equipment located at residences of entitled officers.
- iv. For maintenance of servers

Deployed AMC personnel shall have to mark attendance in biometric attendance system under the supervision of S M Dte, CWC. Timings of the AMC personnel during office hours shall be duly monitored and managed by the designated officer of Software Management Directorate, CWC.

#### **C6. Service Level Requirements (SLR)**

CWC HQ's IT Infrastructure shall be operational for 24 hours throughout the year except for downtime during scheduled maintenance of infrastructure. The availability of different category of equipment and overall availability of all the systems covered under this contract viz. network, networking hardware, servers, PCs, peripherals, UPS etc. shall be minimum 98.0%. Contractor shall be required to give uptime of 98.0% of the entire IT infrastructure covered under the scope of this contract.

#### **C7. Resolution Time**

Resolution time is the total time taken by contractor between registering the complaint at help desk and rectifying the fault. This time includes time taken to reach the site, diagnose, repair /replace the faulty component/module/device and network equipment. Contractor shall ensure that the faulty network devices, servers, PCs and peripherals etc. are repaired/brought back to service/ provided with suitable replacements within "resolution time



requirements "specified below, failing which the down time and non-performance deduction clauses shall be applicable. The new upgraded items/peripherals (RAM, HDD, MM Kit etc.) purchased by CWC and upgraded into the existing AMC system will also be deemed included in AMC with the firm as soon as warranty period expires.

**Resolution time requirements:**

	Criticality Levels		
	1	2	Others
<b>Resolution Time</b>	Within 30 minutes	Within 120 minutes	Within 180 minutes

In case of intermittent failures and repetitive problems due to improper diagnosis or repair, the system(s) will be treated as continuously down.

**Criticality of Services:**

Critically level -1: A critical problem, which affects large number of users/ prioritized users/networks/servers e.g. Gateway Routers, Layer -3 Layer -2 core switches networked printers, messaging servers, domain servers and other mission critical server, including power supplies for servers, domain servers, other mission critical server, routers and L3 and L2core switches etc.

Critically level-2: A major problem, which affects the individual user, e.g. PCs, desktop printers, UPS, edge switches hubs etc.

Others: Other problems not covered in critically -1 and critically-2 items.

**Criticality Level Classification:**

Component affected	Critically Level 1, which affects large number of users/ prioritized users/ Network/ server	Critically Level 2, which affects the individual user	Others
Desktop and laptop PCs	Any call of prioritized users*, Desktops and Laptops of Prioritized users.	Desktop PCs with: Slowing down of PC No display, Not able to boot, Not able to login keyboard/ mouse not working, virus problem, Local printing problems, Windows & MS Office problems	Hardware software installation and upgrades: New software Installation: Moves, adds, changes.
Server	Server not booting up; Hardware failure; cannot login to server; Database has stopped.	Database response is slow.	Server upgrades, Bug fixing, patch installations Preventive maintenance.
Network	Failure of L-2 core switches, L-3 switches, Routers.	Edge switches, Hubs	Configuration change of router.
Software	OS problem on Server,	Performance Tuning/	New software Installation.



	OS corruption.	response time.	
Peripherals and other activities	Any call of prioritized users, Networked printers, L-3 and L-2 core switches, Line Printers.	Desktop printers, UPS	Problems in scanners peripherals and devices etc not covered in criticality-2; Installation of Desktops; Reconfiguration, creation of profiles and movement of equipment etc.

*A list of prioritized users shall be given by CWC to the contractor at the time of commencement of the contract. The number of prioritized users may be considered to be approximately 20 % of the total number of PCs.*

#### **C8. Substitute of hardware, not repairable at sites**

In case, it is not possible to repair some faulty equipment at sites and contractor may require any system/ subsystem to be taken out of CWC's Office for repairs/ fault rectification, CWC shall issue a gate pass to allow the moment and removal of such systems from CWC premises. The gate pass shall bear details like Make, Model, Machine Serial Number, Qty, etc of the equipment being taken out which shall be re-verified by CWC on return of the equipment by contractor. Information regarding equipment being taken out of CWC office shall be captured into helpdesk software or register. Contractor has to ensure the repaired equipment is returned as soon as possible. In case contractor is not able to repair the equipment, it shall be brought back with a written declaration that contractor is not able to repair the same. The equipment then shall be removed from AMC list. Failing to bring the equipment within one month time shall attract on performance deduction and per day penalty for each such item. The rate of penalty shall be decided by CWC as deemed fit.

The packaging/ un-packaging, transportation, loading/ unloading, connection/disconnection, configuration/ re-configuration and any associated activity with the repair and maintenance shall be the sole responsibility of the contractor under scope of contract. Contractor shall provide a consolidated monthly report of such systems/sub systems to designated Project Manager that have been taken out and brought back at CWC after repairs.

Contractor shall provide replacement for such systems, which have been removed from CWC premises for repairs. The replacement shall either be same or higher in configuration. Contractor shall demonstrate that the repairs have been carried out to the satisfaction of CWC. Contractor however, shall return CWC's assets, after fault rectification and testing, within a maximum period of one month from the date of issue of hardware to Contractor.

In case contractor fails to repair any hardware and provides the OEM certificate for non-availability of spare parts due to their obsolescence, similar/higher model of the same make hardware, if available in the market, shall be made available to CWC in working condition, on returnable basis. However, decision of CWC in this regard shall be final and binding on contractor.

#### **C9. Exclusions from Contract**

Unless specifically mentioned, the maintenance charges shall not cover the supply of following consumables listed below:



Printer heads; Printer Ribbons; drum and Toner/ Cartridges of Laser Printer, Ink Cartridges for Ink/Desk Jet Printers, Plastic parts (other than electrical and mechanical components) for all the Peripherals and for Laptops.

Media like DVDs/CVDs/DATs/DLTs/Floppy disks.

Contractor shall cover supply of all items other than those mentioned above. However the contractor as part of AMC shall provide all installations and services even for the excluded items.

#### **C10. Spares**

In case of malfunctioning or damage of any equipment during the course of its normal operation, the repair/ replacement of parts have to be done by the vendor on his own cost. The vendor has to repair or replace damaged/ faulty items at his own cost. Contractor shall maintain stock of spares at any point of time to the tune 10% of AMC value at site, which include motherboards, CPUs, RAMs, FDDs, HDDs, CD ROM drives, SMPS, graphic cards, 10/100/1000 auto-sensing NICs, monitors, keyboards, mouse, RJ-45 connectors, patch cords, Component level spares of Networking equipment's like Modules, memory chips and Power supply units etc. No labour charges will be paid to the vendor for the replacement/repair.

A record of items available in stock at any point of time and their cost shall be maintained by contractor. The spares stored must be of standard /OEM make and to be accepted by Project Manager, CWC.

In case of faults repairing spare parts, where it is not possible to resolve the problem within the stipulated time, a standby equipment of similar standard configuration and same OEM may be provided. The repair of damaged equipment shall be made in shortest possible time not exceeding two working days. In exceptional cases, more time may be granted by the Deputy Director (SMD).

#### **C11. Stock of standby/ Substitute equipment**

Contractor shall maintain adequate stock of the substitute equipment in the store of CWC. On an average, they shall have to maintain minimum substitute reserve to the extent of 10 PCs (Configuration: Minimum i5 processor, 2 GB RAM, TFT Monitor), 10 Printers (Laser Jet) and 10 UPS at the site. In addition, they shall make standby arrangement for all critical equipment's like switches/hubs and routers at site. However, the purchaser shall be the final decision maker for which of the critical equipment's standby is to be kept.

In case of printers (Desk Jet/ LaserJet), the standby shall necessarily be of the same OEM and model as in use at the site. If contractor fails to provide the same make then contractor shall supply the consumable at his own cost till the contractor repairs the CWC equipment.

#### **C12. Complaint Lodging**

Complaints shall be lodged by the help desk manager preferably through web-based complaint software or telephonically or in person and a complaint number shall be promptly issued to the user. The software generated complaint number shall log the date and time of the complaint and date and time of call closure to avoid any disputes later on.



For logging of complaints, a dedicated PC shall be provided by CWC to the Resident Engineer of contractor. The "Complaint logging" or any other similar software shall be provided by CWC which has to be operated by the contractor.

CWC shall provide suitable space (for spares and seating) and intercom telephone facility to the contractor's personnel.

**C13. Communication Devices to Resident Engineer**

For those engineers who shall attend calls, contractor shall provide communication devices like mobile with internet facility to contact them easily.

**C14. Management of AMC Personnel**

1. The contractor shall have the full responsibility for theft, or any mischievous deeds of his staff/ personnel. The team of service engineers provided by contractor shall be capable of carrying out all the activities of maintenance and Help Desk management to meet the Service Level Requirement stipulated in the contract.
2. The qualification of AMC personnel shall be checked by designated Project Manager of CWC. Attested copies of certificates, degrees and proof of experience shall be submitted, before the commencement of work. If Project Manager, CWC is not satisfied with the documents submitted, the contractor shall withdraw such personnel and commence the work only after suitable substitute of personnel are made available for deployment.
3. Any substitution of staff shall be done with prior intimation to designated Project Manager, CWC and required proof of qualification and experience shall be submitted. The specialized service Engineer (especially networking) shall not be transferred without prior permission of Deputy Director (SMD), CWC. Such transfer of service engineer, if required, is possible only by one month of advance notice. The arrangement for substitution of engineers on leave or training shall also be made so that AMC work at CWC does not get affected. At any point of time, the minimum number of engineers (as per tender document) deployed shall be maintained. In any case, the IT maintenance at CWC as per scope of work must not suffer failing which the contractor shall be levied penalty.
4. The CV of the staff who is presently employed with the company and likely to be placed in CWC on event of award of contract shall be submitted.
5. If any engineer/staff is found to be not having requisite qualification or skill or his performance or conduct is not found satisfactory, he/she shall be summarily removed within 48 hours of being given notice in writing. Contractor shall provide a substitute within a period of 1 week from the time of receipt of notice, failing which contractor shall be liable for non-performance deduction for entire period of absence.

**C16. Payments**

Payment shall be released on quarterly basis at the end of each quarter based on submission of invoices by contractor subject to verification of downtime, if any, certified by Deputy Director (SMD), CWC. Report for PM (Preventive Maintenances) carried out for the preceding quarter shall be verified at the time of release of payment for subsequent quarter. At the time



of payment of final bills, all the PM report for the year shall be verified. CWC shall release the payments within a period of 30 days after submission of the verified invoice and documents. Income Tax and other applicable taxes etc at the prevailing rate from time to time shall be deducted at the source by CWC from the quarterly bill and TDS certificate to this effect shall be issued by CWC. Payment of Service Taxes, EPF, EDLI, ESI, Bonus etc shall be processed only after producing the valid proof of requisite documents.

**C17. Penalty for delay**

1. All the system/ Peripherals calls shall be reported, diagnosed, resolved and rectified as per the satisfaction of designated Project Manager to maintain 98.0% availability/ uptime of systems and Peripherals. If contractor fails to maintain 98.0% availability of System/ peripherals, penalty for down time for each System/ Peripherals shall be imposed on the contractor.
2. The time for repair done will be calculated through helpdesk software provided by CWC. The user who has registered the complaint will have the right to close it after satisfactory resolution, however in case of dispute; decision of SM Dte will be final.
3. All complaints/ minor hardware repairs shall be rectified to user's satisfaction by the contractor from the time of lodging of complaint. If contractor is not able to rectify the fault within the stipulated period and also unable to provide suitable replacement/standby of similar configuration for the faulty system, penalty charges for non-operation of any item shall be calculated as follows:

**A) Computer systems and peripherals:**

If contractor is not able to rectify the fault within the stipulated period mentioned at clause: C7, and also unable to provide suitable replacement/standby of similar configuration for the faulty system

A Penalty for each complain= Rs 100/- or (AMC amount for the equipment under breakdown) + (AMC amount for the equipment under breakdown} X down time in number of next working days. (Whichever is higher)

Cumulative penalty of respective Systems/Peripherals shall be computed on quarterly basis and the deduction shall be made from the quarterly bill presented to CWC for payment.

**B) Networking Components:**

Resident Engineer posted during the AMC period shall maintain critical and essential spares to ensure that the down time for individual NODE does not exceed 24 hrs from the time of failure reporting.

In case a fault at the individual NODE location is not rectified within 24 hrs of reporting, a penalty of Rs. 2000/- (Rs One thousand only) per node per working day shall be imposed for the total period starting from reporting time of failure.

**C) Preventive Maintenance (PM):**

PM Staff posted during the AMC period shall maintain quarterly PM. In case the quarterly preventive maintenance is not completed as per satisfaction a penalty of Rs 10000 will be imposed which will be deducted from the bill of contractor.



A penalty of 500/per complaint will be imposed, if any written complaint is received regarding delay, unsatisfactory quality of work as per scope of work or behaviour of the PM staff, from the director or head of the section.

**D) Others:**

If the onsite technical person is absent for a day (or a part thereof) and if no substitute technical person is provided during the period of absence, a penalty of Rs. 1000.00 per day for each technical person will be deducted from the monthly bill/ amount payable to the contractor.

In case a problem persists in equipment even after replacement of parts/ components/ sub-assemblies on chargeable basis as per the recommendations of the technical persons, CWC shall have the right to deduct the expenses incurred in this regard from the outstanding dues, if any, or from the performance security deposit of the contractor.

Cumulative penalty of respective PM shall be computed on Quarterly basis and the deduction shall be made from the quarterly bill presented to CWC for payment.

4. The penalty charges, if any, applicable due to above reasons shall be deducted by CWC from the quarterly payment of contractor, as per following criteria:

For critical level- 1 items- subject to a maximum of 45% in a year of total contract value.

For critical level-2 items- subject to a maximum of 25% in a year of total contract value.

For other items- subject to a maximum of 10% in a year of total contract value.

5. In addition to the above, if the Resident Support Engineers, Network Engineer, Resident Mechanic & Facility Manager or any other AMC personnel fail to attend CWC office without suitable replacement being provided by the contractor, a penalty of Rs.1200/- (Rupees One Thousand Two Hundred only) per day per engineer/staff shall be imposed on contractor and the same shall be deducted from the ensuing quarterly bill. Absence of office assistants without suitable replacement shall attract a penalty of Rs. 600/- (Rupees Six hundred only) per day per person.
6. If the contractor fails to manage the timings as enumerated in Clause C5 (Section IV) through biometric attendance system at CWC site within 15 days from the issue of work order, a penalty of Rs.5000/- (Rupees Five Thousand Only) per month shall be imposed on the contractor and the same shall be deducted from the ensuing quarterly bill.
7. If the contractor fails to operate the online Helpdesk management application software provided by CWC, a penalty of Rs. 20000/- (Rupees Twenty Thousand Only) per month shall be imposed on the contractor and the same shall be deducted from the ensuing quarterly bill.
8. If the contractor fails to produce requisite challans for EPF, ESI, EDLI, Bonus etc contributions vis-à-vis various terms and conditions enumerated in the tender document against the deputed AMC personnel at CWC (HQ), the CWC reserves the right to blacklist the contractor for any future association with any central government department.



9. The repair of IT items, costing upto Rs 5000 are to be repaired by Contractor without any additional cost to CWC. In such case if the contractor exaggerates the price of any spare part so as to bring it over Rs 5000 and such case is verified through authentic quotes from open market, a penalty of upto Rs 25,000 would be shall be imposed on the contractor. Repetitive default may lead to blacklisting of Contractor and termination of contract.
10. Any act of refusal to join any social media group created by department for official work or quitting any such already created group will attract penalty of Rs 2,500.







## B Price Schedule or Spare parts for repair above Rs 5000 to be provided by CWC

PRICE SCHEDULE											
(This BQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )											
Sl. No.	Item Description	Quantity	Units	TEXT 3	UNIT RATE for 1 Year in Figures To be entered by the Bidder in Rs. p	NUMBER 3	Total Amount for a Period of 1 Year (Rs)	GST (%)	TOTAL AMOUNT Without Taxes FOR a PERIOD of 1 Year	TOTAL AMOUNT For a Period of 1 Year inclusive of all Taxes	TEXT 3
1	2	4	5	12	13	23	26	53	54	55	
Spare parts for repair above Rs 5000.											
1.01	Desktop Motherboard	10	Nos	INR		0.00	18.00	0.00	0.00	INR Zero Only	
1.02	Processor core	4	Nos	INR		0.00	18.00	0.00	0.00	INR Zero Only	
1.03	TFT Power Card	4	Nos	INR		0.00	18.00	0.00	0.00	INR Zero Only	
1.04	Raid Controller	4	Nos	INR		0.00	18.00	0.00	0.00	INR Zero Only	
1.05	Fuser Assembly	3	Nos	INR		0.00	18.00	0.00	0.00	INR Zero Only	
1.06	Heat Roller	4	Nos	INR		0.00	18.00	0.00	0.00	INR Zero Only	
1.07	Engine Controller Card	4	Nos	INR		0.00	18.00	0.00	0.00	INR Zero Only	
1.08	Fuser unit & tray Assembly	4	Nos	INR		0.00	18.00	0.00	0.00	INR Zero Only	
1.09	Cooling unit	4	Nos	INR		0.00	18.00	0.00	0.00	INR Zero Only	
1.1	Laptop Display	4	Nos	INR		0.00	18.00	0.00	0.00	INR Zero Only	
1.11	Laptop Mother board	5	Nos	INR		0.00	18.00	0.00	0.00	INR Zero Only	
1.12	D/C Connector	4	Nos	INR		0.00	18.00	0.00	0.00	INR Zero Only	
1.13	Display Screen	5	Nos	INR		0.00	18.00	0.00	0.00	INR Zero Only	
1.14	Display clip	4	Nos	INR		0.00	18.00	0.00	0.00	INR Zero Only	
Total in Figures						0.00		0.00		INR Zero Only	
Quoted Rate in Words						INR Zero Only					

## C Price Schedule for Manpowers under CAMC

PRICE SCHEDULE									
(This BQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)									
Sl. No.	Item Description	NUMBER	TEXT	UNIT	TEXT	NUMBER	TEXT	NUMBER	TEXT
1	2	3	4	5	6	7	8	9	10
1	Spare parts for repair above Rs 5000.	4		5	12	13		23	26
1.01	Network Administrator	1	Nos		INR			0.00	18.00
1.02	Resident Engineer	6	Nos		INR			0.00	18.00
1.03	Facility Manager	3	Nos		INR			0.00	18.00
1.04	Facility Manager (AEBAS)	1	Nos		INR			0.00	18.00
1.05	Resident Mechanic	2	Nos		INR			0.00	18.00
1.06	Help Desk Manager	1	Nos		INR			0.00	18.00
1.07	Data Entry Assistant	2	Nos		INR			0.00	18.00
1.08	Office Assistant	3	Nos		INR			0.00	18.00
Total in Figures								0.00	0.00
Geoted Rate in Words								INR Zero Only	
55									

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**SECTION-VI:**  
**TENDER FORM**

To

The Deputy Director,  
Software Management Directorate  
Central Water Commission  
6<sup>th</sup> Floor, Sewa Bhawan,  
R.K. Puram, New Delhi - 110066

Sir,

Having examined the tender documents including Addenda Nos [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide AMC work in respect of LAN, Computers and Peripherals for a period of one year at CWC Headquarters, New Delhi in conformity with the said tender documents for the sum as specified in the Schedule of Price given in the "Price Bid" attached herewith as a part of this tender or such other sums as may be ascertained in accordance with the Schedule of Prices.

We undertake, if our Tender is accepted, to deliver the services in accordance with the delivery schedule specified in the Scope of work.

If our Tender is accepted, we shall obtain the guarantee of a bank in a sum equivalent to Rs. \_\_\_\_\_ for the due performance of the Contract in the form prescribed by the Purchaser.

We agree to abide by this Tender for a period of 90 days from the date fixed for Tender opening (Technical Bid) and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that in competing for (and, if the award is made to us in executing) the above contract, we shall strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988"

We understand that you are not bound to accept the lowest or any tender you may receive.

We clarify/ confirm that we comply with the eligibility requirements given in the tender document.

Dated this.....Day of..... (Month) 20..... (Year)

Signature.....

(In the Capacity of .....)

Duly authorized to sign Tender for and on behalf of.....

**SECTION-VII:**  
**BID SECURING DECLARATION FORM**

Date: \_\_\_\_\_

Tender No. \_\_\_\_\_

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of two years from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)

in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)

Corporate Seal (where appropriate)



## SECTION-VIII:

### CONTRACT AGREEMENT FORM

**THIS AGREEMENT** made the.....day of.....20.....between .....  
Deputy Director, software Management Directorate, Central Water Commission,  
New Delhi ..... (Name of purchaser) (hereinafter "the Purchaser") of  
one part and..... {Name of Contractor} of  
..... {Company, City and Country of Contractor}  
(Hereinafter called "the Contractor") of the other part:

**WHEREAS** the Purchaser invited Tenders for certain services, viz AMC work in  
respect LAN, Computers and Peripherals for a period of one year at CWC  
Headquarters, New Delhi (Brief Description of Services) and has accepted a Tender  
by the Contractor for the Services in the sum of. .... (Contract Price in Words  
and Figures) (Hereinafter called "the Contract Price").

#### **NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

In this Agreement words and expressions shall have the same meanings as are  
respectively assigned to them in the Conditions of Contract referred to.

The following documents shall be deemed to form and be read and construed as  
part of this Agreement, viz:

- a. The tender form, technical bid and price schedule submitted by the Bidder;
- b. Notice inviting tenders;
- c. Instruction to Bidders;
- d. Conditions of the contract;
- e. Scope of work including technical specifications;
- f. Amendments to the tender document, if any;
- g. Pre-bid Conference related correspondences;
- h. Post tender opening correspondences; and
- i. Purchaser's notification of award of the contract.

In consideration of the payments to be made by the Purchaser to the contractor as  
hereinafter mentioned, the Contractor hereby covenants with the Purchaser to  
provide the Services and to remedy defects therein in conformity in all respects with  
the provisions of the Contract.

The Purchaser hereby covenants to pay the Contractor in consideration of the  
provision of the Services and the remedying of defects therein, the Contract Price or  
such other sum as may become payable under the provisions of the Contract at the  
times.

Brief particulars of the goods and services which shall be supplied / provided by the  
Contractor are as under:

Tender Document for work of Comprehensive Annual Maintenance Contract (AMC) in respect of  
Local Area Network (LAN), Computers and Peripherals at CWC Headquarters, New Delhi

SL. NO.	BRIEF DESCRIPTION OF SERVICES	Amount in Rs. in figures	Amount in Rs in words
------------	-------------------------------------	-----------------------------	--------------------------

TOTAL VALUE:

DELIVERY SCHEDULE:

**IN WITNESS** whereof the parties hereto have caused this Agreement to be executed  
in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the  
said..... (For the Purchaser)  
in the presence of: .....

Signed, Sealed and Delivered by the  
said..... (For the Contractor)  
in the presence of: .....





## SECTION-IX:

### PERFORMANCE SECURITY FORM (FOR BANK GUARANTEE)

(To be stamped in accordance with Stamp Act)

To

The Deputy Director,  
Software Management Directorate,  
Central Water Commission,  
Room No. 627(S), Sewa Bhawan,  
R.K. Puram, New Delhi - 110066

**WHEREAS** \_\_\_\_\_ (Name of Contractor) (hereinafter called the "the Contractor") has undertaken, in pursuance of Contract No ..... dated ..... 20..... to provide AMC work in respect of LAN, Computers and Peripherals for a period of one year at CWC Headquarters, New Delhi (Description of Services) hereinafter called "the Contract". AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Contractor's performance obligations in accordance with the Contract.

**AND WHEREAS** we have agreed to give the Contractor a Guarantee:

**THEREFORE WE hereby** affirm that we are Guarantors and responsible to you,

On behalf of the Contractor, up to a total of Rs...../- (Rupees.....only) and we undertake to pay you, upon your first Written demand declaring the Contractor to be in default under the Contract and without cavil or argument, any sum or sums within the limit 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.

This guarantee is valid until the..... day of ..... 20.....

Signature and Seal of Guarantors

Date ..... 20.....

Address.....