

TERMS OF REFERENCE (TOR)

for

Comprehensive Annual Maintenance Contract (CAMC) of Computer Hardware and U.P.S. etc.



UTTARAKHAND ELECTRICITY REGULATORY COMMISSION

Institution of Engineers (I) Ltd. Building, 1st Floor, Near ISBT, Majra, Dehradun- 248002

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Bid Details

1. Last date and time for submission of Bidding Documents is **17/09/2010 upto 13.00 Hrs.**
2. Date and Time of Bid Opening: **17/09/2010 at 16.00 Hrs.** (or next working day in case of holiday).
3. Place of opening of Bids: **Uttarakhand Electricity Regulatory Commission, Institution of Engineers (I) Building, 1st Floor, Near ISBT, Majra, Dehradun.**
4. Address for communication: **Secretary, Uttarakhand Electricity Regulatory Commission, Institution of Engineers (I) Building, 1st Floor, Near ISBT, Majra, Dehradun.**
5. Tel: **0135-2641119**
6. Fax : **0135-2641314**

Note: Bids will be opened in presence of the bidders or their representative who choose to attend.

1. EXAMINATION OF BIDS DOCUMENTS

The Bidder is expected to examine all instructions, forms, terms and conditions and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

2. PERIOD OF VALIDITY

Bids shall remain valid for One Year after the starting date of AMC awarded to selected bidder subsequent to bid opening as prescribed by the UERC. A bid valid for shorter period shall be rejected by UERC as non-responsive.

3. EARNEST MONEY DEPOSIT (EMD)

The EMD of Rs. 4000.00 shall be deposited with Tender documents in the form of FDR/CDR of scheduled bank in favour of Secretary, UERC, Dehradun. Unsuccessful bidder's EMD will be refunded within 30 days after the selection of L1. EMD of successful bidder shall be returned not later than 30 days after the Agreement is signed. The tenders not having prescribed earnest money will not be considered and shall be summarily rejected.

4. PROCESS FOR SUBMISSION OF BID

Bids are to be submitted in sealed envelope, with EMD as mentioned in Clause 3 above, duly super-scribed as "**Bid for CAMC rates of Computer Hardware and UPS etc.**". Each page and correction of the bid should be duly signed by the bidders as specified in the information and instruction to the bidders.

The bid shall be typed or written in indelible ink and shall be signed by the bidder or a person duly authorized to bind the bidder to the contract. The authorization shall be indicated by written power of attorney accompanying the Bid. The person or persons signing the bid shall initial all pages of the bid.

The bid shall contain no interlineations, erasures or over-writing except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid. The bidder should quote the price for AMC of each item required by the UERC.

5. RIGHT TO ACCEPT OR REJECT ANY BID OR ALL BIDS

The UERC reserves the right to accept or reject any bid and annul the bidding process or even reject all bids at any time prior to award of contract, without

thereby incurring any liability to the affected bidder or bidders or without any obligation to inform the affected bidder. The UERC reserves the right to accept or reject any bid or all bids without assigning any reason thereof. Decision of the UERC in this regard shall be final and binding on the bidders.

6. INSTRUCTIONS TO BIDDER

The bid should contain the prescribed information and the same should be signed as laid down hereunder:

- (a) If the bid is submitted by a firm in partnership, it shall be signed by all the partners of the firm with their full names and current business address, or by partner holding the power of attorney for the firm for signing the bid in which case a certified copy of the partnership deed and current business address of all the partners of the firm shall also accompany the bid.
- (b) The bidder is to submit relevant documents/papers in support of their declarations/confirmations as indicated in Form-A & B as well as Pre qualification of bidders and as listed in Annexure-A duly filled and signed by the bidder.
- (c) Bidders must submit CAMC rate as per Annexure-B. Quotes for each item in the group should be submitted & no item should be left out or deleted, failing which tender will be treated as incomplete & rejected.
- (d) UERC desires two types of rates under CAMC bid :
 - i) First under normal condition i.e. services under CAMC on call basis or as and when required for rectifying problems of Computer Hardware and UPS covered under contract with quarterly preventive maintenance. Such type of rates shall be quoted in Column 6 of annexed price schedule-Annexure-B.
 - ii) In second condition UERC desires the rate of CAMC in which contractor shall provide the services by a Resident Engineer who will stay minimum 4 hours daily in UERC and rectify the maintenance problems including preventive maintenance. Such type of rates should be quoted in column 7 of Annexure-B.
- (e) Bidders have to execute the CAMC Agreement with the UERC without any exception.
- (f) UERC reserves the right to award the contract either on call basis or Resident Engineer basis as may be decided by it.
- (g) The quantities of various items mentioned in Annexure-B are indicative and there could be variations with the actual numbers.
- (h) Successful bidder shall deposit an amount equal to 10% of contracted value in shape of FDR/CDR/ Bank Guarantee of scheduled bank duly pledged in the name of Secretary, UERC, at the time of executing the agreement with UERC which shall be released after satisfactory completion of Contract.

7. Award of Contract

The price bids of the qualified bidders received during the stipulated period shall be considered for evaluation. For the purpose of determining lowest bid (i.e. L1), the total Comprehensive Annual Maintenance Price (Total Contract Value) quoted in row 36 of Price Schedule (Annexure-B) shall be considered and the service contract shall be awarded to the overall lowest Total Contract Value evaluated L1 bidder for the required basis of services (i.e. either Column 8 or 9).

Annexure-A

Pre-Qualifications for bidders for CAMC of Computer Hardware and UPS etc.

Sl. No	Pre - Qualifications criteria Compliance	Compliance (Yes/No)	Documents required
1.	Bidder's Information		Form-A
2.	Compliance Statement		Form-B
3.	Certification document		if any, Provide proof
4.	Last two years profit and loss account statement.		Audited Balance sheet/ copy of IT Return
5.	The bidder should have at least 2 years experience of taking AMC of Computer Hardware and UPS and out of which at least 1-year experience should be of government organization/PSU etc.		Certificates from Customers clearly stating that they are satisfied with services and duration of service stating from and to date.
6.	The bidder should have minimum 05 qualified and skilled engineers (Hardware) in the Dehradun office. Bidders should have sufficient quantity of spare parts available of all models of Hardware items.		Submit the undertaking and provide brief details of engineers (Hardware).
7.	List of minimum one service support centre in Dehradun along with address, name of contract person, contact numbers i.e. Telephone no., FAX, mobile numbers, e-mail.		Provide proof
8.	Commercial bid as per Annexure-B		Annexure-B must be duly filled by the Bidder

Please attach all the relevant documents alongwith bids, failing which UERC reserves the right to summarily reject the bid.

Seal and signature of bidder

Bidder's Information:

Name of Firm:	
Name and Address of the /Prop./ partners Director/Authorized person, If Applicable:	
Contact Person(s) Phone no./Mobile/ e-mail address:	
Telephone, Fax, Email:	
Total Years of Experience in AMC Business:	
Is Company Certified, if yes, provide information along with true copy of certificate:	

Signature & Seal of Bidder

COMPLIANCE STATEMENT

DECLARATION

Please note that any deviations mentioned elsewhere in the bid will not be considered and evaluated by the UERC. UERC reserve the right to reject the bid, if bid not submitted in proper format as per TOR.

Compliance	Description	Compliance (Yes/No)	Remarks
Terms and Conditions	We hereby undertake and agree to abide by all the terms and conditions including all Annexure, Forms, corrigendum(s) etc. stipulated by the UERC in this TOR. (Any deviation may result in disqualification of bids).		
Specification	We certify that the systems/services offered by us for tender confirms to the specifications stipulated by UERC.		

(If left blank it will be construed that there is no deviation from the specifications given above)

Signature & Seal of Bidder

PRICE SCHEDULE**List of Items of Computer Hardware and UPS under Maintenance**

Sl. No.	Items	Make	Description	No. of items to be covered under CAMC	Rates of CAMC under call basis service	Rates of CAMC under services through Resident Engineer	Total of call basis service	Total of RE basis services
1	2	3	4	5	6	7	8=5X6	9=5X7
<i>Computers & Server</i>								
1.	Desk Top Computer model 'Infinit Pro BL1090' with Internal Modem Monitor : 17" color CRT	HCL	Pentium IV, 3.0 GHz	01				
2.	Desk Top Computer model 'Infinit Pro BL1070' with Internal Modem, Monitor: 17" color CRT	HCL	Pentium-IV, 1.80 GHz	01				
3.	Desk Top Computer model EVO-D32M with Internal Modem Monitor: 17" color CRT	HP Compaq	Pentium-IV, 1.80 GHz	05				
4.	Desk Top Computer model EVO-D330M with Internal Modem Monitor: 17" color CRT	HP Compaq	Pentium-IV, 2.40 GHz	02				
5.	Desk Top Computer model EVO-DX6600MT, Internal Modem Monitor: 17" color CRT	HP Compaq	Pentium-IV, 2.80 GHz	02				
6.	IBM A51 Desktop PC Monitor : 17" color CRT	IBM-Lenovo	Pentium IV, 3.00 GHz	03				
7.	Lenovo Think Centre Monitor: 17" color TFT	Lenovo	Pentium-D, Dual Core 2.8 GHz	05				
8.	Infiniti Pro BL 1230,kiosk jupiter series Monitor : Samsung color CRT with touch screen	HCL	Pentium IV, 3.60 GHz	01				
9.	Server ML 350 G3 with 17" Color Monitor	HP Proliant	Pentium IV, 2.8 GHz	01				
<i>Laptops</i>								
10.	Mobile LAPTOP model NX-9010	HP Compaq	Pentium IV (2.4 GHz)	03				
11.	Laptop Model- 6130 NK	HP	1.73 GHz	01				
12.	Sony Vaio- VGN-TZ-38	Sony	Core 2 Duo (1.33 GHz)	01				
13.	Sony Vaio- P-25	Sony	Atom Processor (1.86 GHz,	01				

Sl. No.	Items	Make	Description	No. of items to be covered under CAMC	Rates of CAMC under call basis service	Rates of CAMC under services through Resident Engineer	Total of call basis service	Total of RE basis services
1	2	3	4	5	6	7	8=5X6	9=5X7
Printers								
14.	Laser Jet Printer	HP	LJ1000	01				
15.	Laser Jet Printer	HP	2300-D	01				
16.	Ink Jet Mid level Printer	HP	DJ5550	01				
17.	Deskjet	HP	DJ-3745	01				
18.	Printer Monolaser	Samsung	2010	04				
19.	Color Laser Jet	HP	3800DN	01				
20.	Photosmart (all in one)	HP	C6188	03				
21.	Hp Deskjet (all in one)	HP	4288	01				
22.	HP Mono laserjet print, Fax, Copy, Scan	HP	M1319f	01				
23.	Laser Jet Printer	HP	P-1007	05				
UPS								
24.	UPS 500 VA	APC	500 VA	09				
25.	UPS 1000 VA	APC	1000 VA	01				
26.	UPS 600/1000 VA	Numaric	600/1000 VA	04				
27.	UPS 500 VA	Uniline	500 VA	05				
28.	UPS 1 KVA	Uniline	1 KVA	02				
Scanners								
29.	Scan jet 4500	HP	SJ-4500	01				
30.	Scan Jet	HP	SJ-5590	01				
DVD/CD Writers External								
31.	CD writer	iomega	Predator CD RW	01				
32.	DVD Writer	LG	DVD RW	01				
Networking								
33.	LAN maintenance of UERC including	D-Link,	24 port switch	01				
34.	resolution of all types of network problems,	TP-Link	8 port switch	01				
35.	making of patch cords etc.	D-Link	8 port switch	02				
36.	Total Contract Value (Rs.)							

Signature & Seal of Bidder

(Terms and Conditions to provide Comprehensive Maintenance Contract of PC based systems / peripherals installed at UERC / Camp Offices. etc.)

1.0 SCOPE OF WORK

(a) UNDER CALL BASIS SERVICES

- 1.a.1** The scope of work includes comprehensive maintenance of the equipments indicated in Annexure-B as well as full system software support necessary for running the system in satisfactory condition and technical support on all the standard software packages which are already loaded or which may be loaded in future on the machines.
- 1.a.2** The firm shall attend to any fault and make it operational within a period of 4 hours of lodging of the complaint i.e. on the same day if the fault is reported in the forenoon and at the most by the next working day if it is reported in the afternoon.
- 1.a.3** Since the contract is for providing the services on a comprehensive basis, the agreed contract amount shall include the cost of repair/replacements of all the components, assemblies, boards, complete HDD drive units, monitors, SMPS, motherboards, CRTs, keyboards, mouse, Power adapters, printer mechanical parts, motors, tractor of assembly, serial interface or any other PCB, interface cables etc forming a part of the equipment detailed at Annexure-B, but does not include consumable item like printer cartridges, cassettes etc.
- 1.a.4** Apart from carrying out the corrective maintenance as and when required the firm's engineer shall intensively run and check the system software and the media and carry out preventive maintenance on the complete hardware so as to ensure continued smooth functioning of the equipment on a quarterly basis. The specific days for preventive maintenance shall be fixed mutually which shall be carried out once in a quarter.
- 1.a.5** The firm will be responsible for maintaining U.E.R.C. site as Virus free by downloading the upgrade patches of the Anti Virus as procured by UERC and running it over the network to effectively remove virus and its malicious allies. The firm shall be responsible for loss of any software, hardware or data or any damage thereto or any loss caused due to:
- Virus and its malicious allies
 - Mishandling of software & hardware by its employees or agents
- In case of above mentioned loss or damage, the firm shall replace the damaged part or the software with new and compatible parts or software as the case may be and put them in functional state. In case of any loss or damage to the data, the firm shall retrieve the lost or damaged data or have it retrieved at its own cost and put in functional stage as it was before such damage or loss occurred. In case of failure, the firm shall compensate the Commission for any such loss and pay the expenses which the Commission may incur on getting the loss or damage repaired or replaced on putting the data in its functional state.

(b) SCOPE OF WORK UNDER SERVICES THROUGH RESIDENT ENGINEER (RE)

- 1.b.1 The scope of work includes comprehensive maintenance of the equipments indicated in Annexure-B as well as full system software support necessary for running the system in satisfactory condition and technical support on all the standard software packages which are already loaded or which may be loaded in future on the machines.
- 1.b.2 RE shall stay in the either Commission or camp offices or officers' residence minimum 4 hours in a day (preferably 1:00 P.M. to 5:00 P.M.) to rectify the complaints recorded in the Complaint Register by UERC staff. In case of delay in rectification of complaint, the reason for delay should be written in the Complaint Register by RE. At the time of urgent requirement, RE shall be available beyond abovementioned hours or weekends.
- 1.b.3 In case of absence of RE in a particular day, vendor should arrange for immediate replacement of RE.
- 1.b.4 Since the contract is for providing the services on a comprehensive basis, the agreed contract amount shall include the cost of repair/replacements of all the components, assemblies, boards, complete HDD drive units, monitors, SMPS, motherboards, CRTs, keyboards, mouse, Power adopters, printer mechanical parts, motors, tractor of assembly, serial interface or any other PCB, interface cables etc forming a part of the equipment detailed at Annexure-B, but does not include consumable item like printer cartridges, cassettes etc.
- 1.b.5 Apart from carrying out the corrective maintenance as and when required the RE shall intensively run and check the system software and the media and carry out preventive maintenance on the complete hardware so as to ensure continued smooth functioning of the equipment on a quarterly basis.
- 1.b.6 The firm will be responsible for maintaining U.E.R.C. site as Virus free by downloading the upgrade patches of the Anti Virus as procured by UERC and running it over the network to effectively remove virus and its malicious allies. The firm shall be responsible for loss of any software, hardware or data or any damage thereto or any loss caused due to
- Virus and its malicious allies
 - Mishandling of software & hardware by RE or its substitute.
- In case of above mentioned loss or damage, the firm shall replace the damaged part or the software with new and compatible parts or software as the case may be and put them in functional state. In case of any loss or damage to the data the firm shall retrieve the lost or damaged data or have it retrieved at its own cost and put in functional stage as it was before such damage or loss occurred. In case of failure, the firm shall compensate the Commission for any such loss and pay the expenses which the Commission may incur on getting the loss or damage repaired or replaced on putting the data in its functional state.
- 1.b.7 RE shall take Data backup of File Server on secondary storage/CDs/ DVDs.

- 1.b.8 To make network/LAN functional, RE shall provide prompt Network support.
- 1.b.9 RE shall maintain adequate stock of items and its parts mentioned in Annexure-B to provide immediate standby arrangement. In case of any major fault/repair identified by RE and requiring more time, the RE must replace the faulty equipment by standby stock of similar configuration and quality and make it operative as original.
- 1.b.10 The RE shall maintain the confidentiality of all the data/ information stored in the Commission's systems. In case of failure, the UERC has right to take legal action against the firm and RE.
- 1.b.11 Systems (HCL)/MFPs (Toshiba & Ricoh)/Devices/Centralized Backup systems which already been maintained by third party (ies), the RE shall give First level support with co-ordination with 3rd party (ies) till call resolution.
- 1.b.12 Keeping users informed of their complaint status and progress.

2.0 PENALTY

- 2.1 Considering that the firm shall give high level of priority for the maintenance work the faulty equipment shall be attended to and make it operational immediately latest within the next working day. However, in case the firm is not able to set right the equipment or any part thereof within two working days of lodging the call, excluding the date of lodging of the call, then the firm shall be liable to pay a penalty equal to 0.5% of the monthly payment for each working day subject to maximum of 10% of contracted value. For the purpose of reckoning the days UERC's working day shall be counted as the working day.
- 2.2 Preventive maintenance shall be responsibility of the firm if the firm fails to carry out the preventive maintenance of the equipment as per agreed schedule, then the firm shall be liable to pay Rs. 1000/- for each such default.
- 2.3 In case of services under RE, penalty of Rs. 250/- shall be levied for the absence of RE for every working day.
- 2.4 Penalty shall be deducted from the running payments.

3.0 PAYMENT

- 3.1 The payment to the firms shall be made on quarterly basis in four installments after completion of every three-month period and after submission of the bills by the firm. The payment would be made after deduction of income tax etc at the prescribed rates within 30 days.
- 3.2 In case, UERC desires to have replacement/addition for an item which does not form part of the free replacement items as described under para 1.a.3/1.b.4 above the same shall also be replaced for which no extra cost shall be given on account of the skill/services rendered for replacement of such items.

4.0 FACILITIES TO BE GIVEN BY UERC

UERC shall give the firm full access to the equipment, the requisite tools and testing equipment, manuals of the machines/ circuit diagrams/ maintenance manuals etc required for such maintenance shall have to be brought by the

firm's Engineer. UERC shall provide suitable working space and necessary facilities to the firm's Engineer to carry out the maintenance work.

5.0 MISCELLANEOUS

- 5.1 The firm shall take due precautions to ensure that no fault is caused due to negligence or faulty workmanship by their personnel. In the event of a fault caused in any equipment due to this reason, the firm would repair the faulty equipment at its own cost.
- 5.2 If the performance of the firm is found to be unsatisfactory by UERC, then UERC reserves the right to cancel the contract at any time. In such case the amount of security deposited by the firm shall be forfeited.
- 5.3 With regard to dispute relating to any clause of the contract, the decision of Secretary, UERC shall be final and the same shall be acceptable to the firm.
- 5.4 Vendor shall not sublet the contract or permit anyone other than the company personnel to perform any of the services required by the vendor.
- 5.5 The contract shall initially be for a period of one year and extendable on the basis of performance of part duration.
- 5.6 Schedule of preventive maintenance shall be as follows:-
 - i) Cleaning of all equipment using dry vacuum air, brush soft muslin clothes.
 - ii) Running of test programmes to ensure quality print/date reliability.
 - iii) Checking of power supply source of proper grounding and safety of equipment.
 - iv) Ensuring that the covers, screws, switches etc. are firmly fastened in respect of each equipment.
 - v) Shifting of equipment as and when required.
 - vi) Running of diagnostic software for system performance.