



Fair Competition
For Greater Good

भारतीय प्रतिस्पर्धा आयोग

COMPETITION COMMISSION OF INDIA

हिन्दुस्तान टाइम्स हाउस, 3, 4, एवं 7 तल
Hindustan Times House, 3rd, 4th & 7th Floor
18-20, कस्तूरबा गांधी मार्ग, नई दिल्ली - 110 001

18-20, Kasturba Gandhi Marg, New Delhi - 110 001

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F.No.D-19016/3/2014-CSD(78)

Dated: 2nd April, 2018

**NOTICE INVITING TENDER FOR COMPREHENSIVE ANNUAL
MAINTENANCE CONTRACT OF IT ASSETS AND IT NETWORK
COMPUTERS, PRINTERS, UPS, LAN, LAPTOP, I-PADS, SCANNERS ETC.**

Competition Commission of India invites sealed bids from reputed firms possessing the desired qualification and experience for maintenance of personal computers, printers, laptops, I-Pads, Scanners, Switches, UPS etc. and also to provide services to maintain the local area network at its offices located at Hindustan Times House, 18-20, Kasturba Gandhi Marg, New Delhi - 110001 and at 'Hudco Vishala', B-Wing, 14, Bhikaji Cama Place, New Delhi -110066.

2. The details of items to be covered under the Comprehensive Annual Maintenance Contract and other terms & conditions are annexed.

3. Tender Documents may be downloaded from the website www.cci.gov.in. The Tender may be submitted in the Office of the Commission by 1500 hrs of 24th April, 2018 along with Earnest Money Deposit by way of Demand Draft in favour of 'Competition Commission of India (Competition Fund) Account'.

Dy. Director

ANNEXURE – I

**TERMS & CONDITIONS FOR COMPREHENSIVE AMC OF COMPUTERS,
PRINTERS, LAPTOP, LAN etc.**

1. LAST DATE & TIME OF RECEIPT OF TENDERS : 1500 Hrs. on 24th April, 2018
2. DATE & TIME OF OPENING OF TECHNICAL BIDS : 1600 Hrs. on 24th April, 2018
3. PLACE OF SUBMITTING TENDERS : Reception of CCI, 3rd Floor,
HT House, K.G. Marg
New Delhi
4. PLACE OF OPENING OF TENDERS : Room No. 375, 3rd Floor,
CCI, HT House, K.G. Marg,
New Delhi
5. ITEMS & QUANTITY TO BE COVERED:
UNDER AMC

S.No.	Description	HT House K.G. Marg	Bhikaji Cama Place	Total
1.	Desktops	219	84	303
2.	Printers	182	37	219
3.	UPS(battery Incl.)	147	--	147
4.	Scanners	05	--	05
5.	Swiches(28,24,8 Ports)	37	20	57
6.	Servers	02	--	02
7.	UTM	01	--	01
8.	NAS	01	--	01
9.	Online UPS (battery Incl.)	01	--	01
10.	Wi-Fi Routers	12	--	12
11.	Laptops			35
12.	I-Pads			15
13.	Desktops at Officers' Residence			05
14.	Networking	All networking components including Racks, Switches, Cables, I/O etc. on AS-IS-WHERE-IS BASIS.		

** The number of items for AMC is tentative and may vary at the time of actual award of contract.*

- 5.1 The AMC of the items will be post warranty and on "AS IS WHERE IS" basis. The bidders can inspect the items before quoting for the AMC amount between 3 to 5 PM from 18 to 20 April, 2018 at CCI, HT House and at Bhikaji Cama Place.
- 5.2 Scope of work: The Maintenance services will consist of:
- (a) On-site preventive and break-down maintenance of PCs and peripherals at CCI where the above equipments are installed from time to time. Adequate inventory of hardware parts like Keyboard, Mouse, RAM, SMPS, various types of cables (excluding Network Cables), etc. must be kept in stock in advance by the contractor at CCI.
 - (b) The Maintenance will include necessary repairs to the installed systems and replacement of defective/damaged parts, components and other accessories free of cost. The contractor has to maintain all the relevant records, register and documents as required.
 - (c) The AMC includes removal of virus, software patch updating, HDD crash recovery, data backups, system administration (software installation and other system maintenance), network administration (maintenance of servers) software support/troubleshooting to keep the system fully operational. The AMC includes providing virus free computer environment in CCI.
 - (d) AMC includes maintenance of Intranet/Internet/Anti-Virus Servers/Domain Servers (Active Directory/Wireless Networks/UTMs (Cyberoam)/Switches/Routers/Network Attached Storage (NAS)/data back-up devices and Network etc.
 - (e) Annual Maintenance Contract will be '**COMPREHENSIVE**' which includes all repair as well as replacement of all the defective/worn out parts. It shall be the responsibility of the firm to maintain all the computer, printers, scanners, etc. AMC should include replacement of printer heads, imaging drums, rollers as well.
6. **Earnest Money:** The prospective bidders are to deposit Earnest Money (EMD) of Rs.25,000 (Rupees Twenty Five Thousand only) by way of Pay Order/Demand Draft in favour of 'Competition Commission of India (Competition Fund) Account'. The EMD will be liable to be forfeited, if the bidder(s) withdraws, amend, impair or derogates the conditions of tenders in any respect within the period of validity of the bids/quotation. The amount of Earnest Money will be refunded to the unsuccessful bidders within one month of signing/award of contract with the successful bidder. EMD of the successful bidder will be retained till submission of performance security.
7. **Two bids viz., Technical (Annexure – II) and Financial (Annexure – III)**, should be submitted, in the prescribed format, in a sealed cover. The technical bid will provide the details about the firm, its capacity, manpower, clientage and details of Earnest Money etc. whereas the Financial Bid will contain the rates for the quantity shown (including all taxes). Both the sealed envelopes i.e. 'Technical Bid' and 'Financial Bid' along with Pay Order/Demand Draft of Earnest Money are to be kept in a big Cover which may be superscribed as "**Tenders for Comprehensive AMC of IT Assets**".
8. Tender Evaluation Committee will open the Financial Bids of only those bidders who stands qualified on the basis of details provided in Technical Bid.

9. Evaluation of Technical Bids. The bidder should have the following qualifications (Documentary evidence are required to be attached):-
- a. Should have been in existence for not less than ten years.
 - b. The organization having minimum annual turnover of Rs. 1(one) crore or more during past three years (2014-15, 2015-16 and 2016-17) from relevant maintenance services will only be considered. The company should not have incurred any loss during the last three financial years and should have a positive net worth. A Chartered Accountant's certificates must be attached along with a copy of latest IT returns filed with IT Department to prove the turnover.
 - c. Audited balance sheet for last three years showing that the bidder has a minimum per annum turnover at least Rs. 1(one) Crore must be attached.
 - d. Minimum one annual maintenance contract of more than 350 computers under Linux/Window NT Environment for at least two years consecutively.
 - i. Should have experience of AMC of at least 200 terminals at each locations at 5 different locations in Delhi.
 - ii. Should have experience of working for Govt.Deptt./PSU etc. for more than 3 years. Should have provided similar services to 3 Govt. Deptt./PSUs during the last 5 years.
 - iii. Should be authorized supplier of any one of the companies like HP/Lenovo/Dell, etc. The contractor will be required to liaise with the OEM for maintenance of IT equipments.
 - e. Company should be an ISO 9001:2008 & ISO 20000-1:2005 certified servicing.
 - i. Should be authorized warranty service provider of any one of the companies like HP/Lenovo/Dell, etc.
 - ii. Should have PAN/TAN number, Sales tax registration, VAT registration/ Service Tax Number/GST Registration (if applicable).
 - iii. The tenderers shall consider in its tender all taxes, duties, etc and payment of minimum wages fixed by Labour Deptt., Govt. of Delhi.
 - iv. Customer satisfactory certificate (at least 05 Nos) issued by the clients (Govt Deptt./PSUs only).
 - v. Should have not been blacklisted by any Ministry/Department of the Government of India or any PSU or any other organization. A self-undertaking to this effect is required to be submitted along with the tender.
10. Evaluation of Financial Bids. The selection of the successful bidder will be on the basis of the bids being responsive and total cost (including taxes) being the lowest. However, the CCI does not bind itself to accept the lowest or any tender.

11. The price quoted should be inclusive of all taxes. The firms should quote for all the items. Incomplete, part or conditional quotation will not be accepted. The AMC provider will not enhance the total cost once approved in any case during the period of contract. Any increase of taxes, duties, wages etc will not affect the AMC rates during the entire period of AMC.
12. The tender validity period is 120 days from the date of opening of tender. The rates quoted by the bidders will remain valid for a period of 120 days or till the date of finalization of tender, whichever is later.
13. The Annual Maintenance Contract shall remain valid for one year from the date of award of Contract. However, the contract can be extended further with the mutual consent of both the parties, on the same rates, terms & conditions. This tender is not transferable and under no circumstances the successful bidder shall be allowed to sub-contract with any other person/party.
14. The Contractor will provide 4(Four) resident engineers on all working days, three posted at "Hindustan Times House" and one at "Hudco Vishala, Bhikaji Cama Place", New Delhi.
 - a. The service engineers deputed at CCI must possess following minimum qualification:-
 - (i) The service engineer deputed at CCI should possess at least a 3 years Diploma in Computer Science or Bachelor's degree in Computer Science with at least 3 years of post-qualification experience.
 - ii **Certification:** Cisco Certified Network Associate (CCNA) or Red Hat Certified Engineer (RHCE) or Microsoft Certified Systems Engineer (MCSE).
 - iii. In case, CCI is shifted to new premises at Kidwai Nagar, New Delhi, during the AMC period, all IT equipments including online UPS, needs to be uninstalled from current location and to be installed at new premises. There will be no extra charges for the same. However, CCI will make arrangements for transportation of these items.
 - iv. The Contractor will maintain the confidentiality of data stored in the computer systems. The contractor will be required to take appropriate actions in respect of his personnel to ensure the obligations of non-use and non-disclosure of confidential information.
 - b. The Contractor is required to provide evidence in respect of qualification and experience, which would be checked by CCI to see the suitability/competency of the service engineer.
 - c. The Service Engineers provided by the Contractor shall not be changed frequently. Only one change will be permitted during the year. For any subsequent changes a penalty of Rs. 5000/- would be payable, However if found incompetent by CCI, the service engineer will be changed by the Contractor.

- d. The Contractor and the resident personnel shall follow the system of monitoring the work and attendance of the service personnel as stipulated by CCI.
- e. In the absence of any engineer/personnel, it shall be the responsibility of the Contractor to depute another competent and experienced engineer during the period of absence of the designated engineer/personnel.
- f. Additional engineer may be deputed at CCI whenever there are more complaints to rectify the equipment within the stipulated response time.
- g. The CCI will be free to relocate the service engineers between its offices.

15. **Penalty**

- a. It has to be ensured by the Contractor that all complaints are attended to within 2 hours of lodging of complaint and the faults/defects arising in the said equipment are rectified within 8 hours (including holidays).
 - b. In case of failure to attend to the complaint within the stipulated time, CCI shall have the right to impose penalty of Rs.1000/- per complaint. If the contractor fails to rectify the complaint within the stipulated time, a penalty of Rs.3,000/- per complaint may be imposed.
 - c. If the Contractor fails to rectify the complaint within 3 days from the time the complaint was lodged, CCI shall have the right to impose a further penalty of Rs.10,000/- per complaint.
 - d. In case the service engineer fails to rectify the complaints (on three occasions) within the stipulated time (8 hours), CCI reserves the right to change the deployed service engineer, failing which a penalty of Rs.1000/- per day would be imposed.
 - e. CCI shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties mentioned in the tender
16. CCI reserves the right to check performance review through its IT personnel at any time during the contract period and deficiencies, if any, noticed will be required to be rectified and compliance reported. If the contractor fails to rectify the deficiencies or fails to comply with other directions/ instructions of the CCI, the contract is liable to be terminated. For delay in maintenance, CCI reserves the right to do the same through some other agency at the risk and cost of the contractor.
17. The Contractor shall indemnify to CCI against liability in case of damage to property or life inside the office premises while carrying out the work of AMC.
18. The Contractor shall provide stationery to the service engineers.
19. The Contractor shall hand over all the IT items of the office to the concerned Division under the guidance of appropriate officer, after the expiry of contract.

20. The selected Firm(s) will be required to submit within 7 days from the date of award of Contract, a **Performance Security** of an amount equivalent to 10% of total cost of annual contractual value. The performance security shall be deposited in the form of Banker's Cheque drawn in f/o Competition Commission of India (Competition Fund) Account payable at New Delhi. The performance security of the Firm(s) is liable to be forfeited in case of non-compliance of terms and conditions laid by Commission. No interest will be paid by CCI on the amount of **Performance Security**. **Performance Security** shall only be released after sixty days reckoned from the date of completion of all contractual obligations of the contractor including warranty obligations.
21. The tenderer shall comply with all existing Labour Legislation and Acts, such as Minimum Wages Act, Contract Labour (Regulation & Abolition) Act, Workmen's Compensation Act, Payment of Wages Act, Provident Fund Act, ESI Act, etc. For any lapse or breach on the part of the tenderer in respect of non-compliance of any Labour Legislation in force during the validity of the contract, the tenderer would be fully responsible and would indemnify the Commission, in case the Commission is held liable for the lapse on the part of the tenderer. The tenderer must submit an undertaking towards compliance of all Labour Laws (Annexure-V).
22. The bills of the contractor shall be cleared subject to his submitting adequate proof of his having complied with all applicable Labour Laws viz. Payment of Wages to the staff deployed for the purpose of this contract, deposit of P.F. and ESI contributions and other benefits.
23. Bids found to be in violation of any Labour Law will be summarily rejected at any stage. The bidder must ensure that the bids submitted by the agency are in conformity with the Labour Laws/acts/rules/regulations.
24. Payment will be released to the selected firm on quarterly basis proportionately, after deduction of TDS. No advance payment will be made.
25. In case of confusion over any clause/sub clause of the tender documents, the interpretation of the CCI would be final and binding to all the bidders.
26. The Competition Commission of India reserves the right to terminate the Contract, at any point of time, without assigning any reason. Further, the CCI reserves the right to withdraw the tender process at any time without assigning any reason thereof.
27. The Commission reserves the right to reject any/ all offer(s) without assigning any reason thereof. Any enquiry after submission of the tender will not be entertained.
28. The Technical Bids shall contain all the documents mentioned in the **CHECKLIST**. The documents shall be arranged in the same order as mentioned in the checklist. Bids are liable to be summarily rejected on technical grounds in case the CHECKLIST is not properly filled up.
29. Disputes, if any, shall be settled within the jurisdiction of Delhi.

PROFORMA FOR TECHNICAL BID

1. Name of the Firm & Owner :
(With Tel./Mob. Nos.)
2. Office Address with :
Tel./Fax/Mob. Nos.
3. Date of incorporation of firm:
(Attach documentary proof)
4. Contact Person(s) Name :
Tel./Fax/Mob. Nos.
5. Annual Turnover : FY 2014-15
(Documents to be FY 2015-16
Attached) FY 2016-17
6. PAN/TIN No./ Service Tax No./GST :
7. Past experience with Govt. :
Departments – Name and
Period of service provided
(Documents to be attached
as a proof of experience)
8. Total staff strength and :
Strength of service Engrs.
9. Details of Earnest Money : PO/DD No. dt.
Deposit :
10. Whether Terms & Conditions
issued by CCI are acceptable
to the Firm
11. Undertaking of Non-blacklisting to be attached: (Annexure-IV)
12. Undertaking of complying with labour laws
Viz. Minimum Weges `Act, PF/ESI etc.(Annexure-V)
13. Whether copies of all certificates
have been attached as per
Para 9 of the tender documents
and as per CHECKLIST.

Date: (Signature of Owner/Authorized Representative)
Seal of the company

ANNEXURE – III**PROFORMA FOR FINANCIAL BID**

Group - A (Man Power)				
Sl. No.	Particulars	No of unit (Resident Engineers)	Annual charges per unit #	Total cost
01.	Resident Engineer	04		
Total of Group A				
Group - B (Annual Maintenance charges)				
Sl. No.	Description	Quantity	Per Unit Rate (Rs.)	Total AMC cost
1.	Desktops	303		
2.	Printers	219		
3.	UPS(battery Incl.)	147		
4.	Scanners	05		
5.	Switiches(28,24,8 Ports)	57		
6.	Servers	02		
7.	UTM	01		
8.	NAS	01		
9.	Online UPS (battery Incl.)	01		
10.	Wi-Fi Routers	12		
11.	Laptops	35		
12.	I-Pads	15		
13.	Desktops at Officers' Residence	05		
14.	Networking	All networking components including Racks, Switches, Cables, I/O etc. on AS-IS-WHERE-IS BASIS.		
Total of Group B				
Total Cost (Group A + Group B) @				

Bidder must comply with all existing Labour Legislation and Acts, such as Minimum Wages Act, Contract Labour (Regulation & Abolition) Act, Workmen's Compensation Act, Payment of Wages Act, Provident Fund Act, ESI Act, etc.,

@ L1 bidder will be decided on the basis of total cost (Gr.A + Gr.B). **The total cost shall be inclusive of all taxes.**

Date :

(Sign. of Authorized Signatory)
Seal of the company

UNDERTAKING

I/We undertake that _____ *(name of the company)* _____ has not been blacklisted
by any Govt. Deptt / PSU.

Signature of the authorized
Signatory of the firm/
Company/Organization
Official stamp/ seal.

Date:

Place:

Annexure-V

UNDERTAKING

I/We undertake that _____ (*name of the company*) _____ comply with all the Labour Laws.

I/We further undertake that _____ (*name of the company*) _____ comply with Minimum Wages Act, PF/ESI Act/Statutory obligations etc.

Signature of the authorized
Signatory of the firm/
Company/Organization
Official stamp/ seal.

Date:

Place:

ANNXURE-VI

CHECKLIST

(i) Checklist and the order in which the documents are to be submitted for the Technical Bid

Please check whether all the below mentioned Documents have been supplied for participating in the tender. The documents to be submitted in descending order with item no. 1 on top of all. Please also mention the page no. of the Technical Bid where these documents are given.

Sr. No.	Documents (Please refer to clause 8 and proforma of Technical Bid for filling this checklist)	Page No.
1	Bid Security in the form of bank draft/Pay order for Rs. 25,000/-	
2	Certificate from CA Regarding Annual Turnover of more than Rs.1 (one) crore from relevant maintenance services for last three years.	
3	Valid Income Tax Clearance Certificate/ Income Tax Return with PAN.	
4	Company should be an ISO 9001:2008 & ISO 20000-1:2005 certified servicing.	
5	Certificate of Incorporation / Firm Registration Certificate as the case may be.	
6	Copy of GST Regn. No./Service Tax Regn.	
7	Article of Memorandum of Association / Proprietorship deed certificate as the case may be	
8	Experience of maintaining LAN with at least 200 terminals at 5 different locations in Delhi	
9	Work order copy of providing similar services to at least 3 Govt. Deptt./PSUs of same capacity. Works orders should not be older than 5 years.	
10	Documentary Proof of authorized supplier of any one of the companies like HP/Lenovo/Dell, etc.	
11	Documentary Proof of Authorized Warranty Service Provider of any one of the companies like HP/Lenovo/Dell, etc.	
12	Any other documents (Please Specify)	
13	Undertaking in terms of Para 21 of the tender document.	
14	Undertaking regarding non-blacklisting of the firm	

Bidder to ensure

- A.** That all Pages have been stamped & signed by the authorized person.
- B.** That all the pages submitted have been numbered.
- C.** That all the documents are legible (clearly readable).