

**PUNJAB ENGINEERING COLLEGE (Deemed to be
University), Chandigarh
Sector 12, Chandigarh 160012**



**E-tender document
For
Annual Maintenance Contract for Computers & Peripherals
at
Computer Centre**

**PUNJAB ENGINEERING COLLEGE (Deemed to be University)
Sector 12, Chandigarh 160012**

PUNJAB ENGINEERING COLLEGE (DEEMED TO BE UNIVERSITY), CHANDIGARH

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SECTION I: INVITATION FOR E - TENDER

1. The PUNJAB ENGINEERING COLLEGE (Deemed to be University), Chandigarh invites e-bids from eligible bidders for **Annual Maintenance Contract (AMC) of Computers and peripherals as per Annexure –I.**
2. Interested eligible Bidders may obtain further information from Computer Centre, PUNJAB ENGINEERING COLLEGE (Deemed to be University), Sector 12, Chandigarh 160012, India.
3. The bidding document can be downloadable from institute website <http://www.pec.ac.in>.
4. All bids must be accompanied by an EMD as specified in the bid document and must be delivered to the office address mentioned below by the date and time indicated below.
5. Bids will be opened in the presence of Bidders' representatives who choose to attend on the specified date and time.

TABLE – 1

S. No.	Name of the Service	EMD INR	Performance Security Deposit (INR)
1	Annual Maintenance Contract (AMC) of Computers and peripherals as per list attached as Annexure - I	20,000/- Exemption will be given as per Govt. of India Norms	@ 10% of the value of the contract awarded

TABLE - 2 Time Schedule

I	Date of publication	25/11/2020
II	Downloading of e-tender document	Start date: 25/11/2020 End date: 09/12/2020 till 3:00 P.M.
III	Date of submission of e-tender	Start date: 25/11/2020 End date: 09/12/2020 till 3:00 P.M
IV	Physical submission of EMD	Start date: 25/11/2020 End date: 09/12/2020 till 3:00 P.M
V	Opening of Technical Bid (online) and meeting for scrutiny of technical bid and declaring eligible bidders.	Date: 09/12/2020 at 3:30 P.M.
VI	Opening of Financial Bid of only eligible technically qualified bidder as determined by the Committee.	To be informed after checking eligibility of Bidders
VII	Place of opening of bids	Computer Centre PUNJAB ENGINEERING COLLEGE (Deemed to be University), Sector 12, Chandigarh 160012
VIII	Address for communication	Head, Computer Centre PUNJAB ENGINEERING COLLEGE (Deemed to be University), Sector 12, Chandigarh 160012

Important Notes:

I.	Bidders shall have to submit their bids on-line in Electronic Format with Digital Signatures.
II.	All terms and conditions, instructions to bidder regarding e-tendering process etc. may kindly be seen from the Detailed Notice Inviting Tender (DNIT) available on Chandigarh Administration website (http://etenders.chd.nic.in) or on the PUNJAB ENGINEERING COLLEGE (Deemed to be University), Chandigarh website (www.pec.ac.in).
III.	The bidder has to submit the original EMD in physical form.
IV.	The undersigned reserves the rights to reject or accept any or all tenders without assigning any reasons.

Director,
PUNJAB ENGINEERING COLLEGE (Deemed
to be University), Sector-12, Chandigarh

SECTION II

GENERAL TERMS AND CONDITIONS

1. Tenderers 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 bid not substantially responsive to the tender document in every respect will be at the tenderers risk and may result in the rejection of the bid.
2. The tenderer should indicate specifically the Basic Price, Taxes/Excise duty, other duties (if any) and levies chargeable. No additional information will be entertained after due date.
3. The tenderers should give their quote in Indian currency only keeping in mind that our institute (i.e. PUNJAB ENGINEERING COLLEGE (Deemed to be University)) is exempted from the payment of custom and excise duty.

Note: Only custom & excise duty exemption certificate will be issued.

4. The Bidders shall have to submit their Bids online in Electronic Format with Digital Signatures. For participation in the e-tendering process, the Bidders need to register themselves on <http://etenders.chd.nic.in/nicgep>. On registration, they will be provided with a user ID and a system generated password enabling them to submit their Bids online using Digital System Certificates (DSC).
5. Tenders without digital signatures will not be accepted by the Electronic Tendering System. No Tender will be accepted in physical form and in case, it has been submitted in the physical form only, it shall be rejected out rightly.
6. Bids will be opened online as per time schedule mentioned in e-tender notice **(SECTION I Table 2)**.
7. Before submission of online bids, bidders must ensure that self-attested scanned copies of all the necessary documents as mentioned in SECTION III "Technical Bid" and SECTION V "Financial Bid" of this tender document have been uploaded with the bid, failing which their bids may be out-rightly rejected and will not be considered.
8. It is mandatory for all the bidders to upload all the documents mentioned under tender document.
9. **EARNEST MONEY DEPOSIT (EMD)**: The Tender should be accompanied with Earnest Money as mentioned in the Table-1 of SECTION I to be paid in the shape of A/C payee demand draft/banker's cheque/FDR/bank guarantee from any Commercial Bank in favor of Director, PUNJAB ENGINEERING COLLEGE (Deemed to be University) Chandigarh which shall be valid for 45 days from the last date prescribed for submission of the tender

All firm/tenderer are required to submit requisite EMD. However, exemption is allowed as per Govt. of India guidelines in this regard

The EMD deposited by the tenderer in respect of any other similar tender will not be considered against this tender.

Bidder is required to upload scanned copy of EMD as specified in the tender documents and send original along with other hard copies of desired documents to be sent in technical bid envelope.

The EMD of unsuccessful tenders will be refunded immediately after finalization/allotment of tender. No interest will be payable on the EMD. The EMD will be forfeited, if the tenderer withdraws his/her bid after submission of the Tender. Expression of Interest without the EMD shall be rejected.

10. The details of EMD and specified in the tender documents should be the same as submitted online (scanned copies) otherwise tender will be rejected.
11. The conditional bids shall not be considered and may be rejected out rightly in very first instance.
12. An affidavit as per specimen enclosed as Annexure – 2.2 of SECTION II should accompany the tender. The tenderer who has been black-listed or his/her tenders have ever been cancelled or any legal proceedings have ever been initiated/pending or any penalty has ever been levied on account of delay or non-completion of supply order by any State/UT/Central Government, his/her tender will be out rightly rejected.
13. Downloading and submission of Tender will be done by E-tendering process through the website of Chandigarh Administration <http://etenders.chd.nic.in/nicgep>.
14. **TECHNICAL BID:** The tenderer should submit scanned copy of documentary proof of his/her eligibility as mentioned in SECTION III "Technical Bid", Pre-Qualifying Criteria of this tender document.
15. Financial Bid will be opened of only those bidders who qualify Pre-Qualifying Criteria given in Section III.
16. **FINANCIAL BID:** The financial bid (SECTION IV) shall be quoted by the bidder through e-tendering. The financial bid should contain rates only. The rates should be mentioned both in figures as well as in words. Any change in rate quoted by the tenderer afterwards will entail forfeiture of earnest money deposit, cancellation of tender and blacklisting of the firm.
17. The bid documents submitted in online/ offline form should not contain corrections or over writing.
18. **Performance Security Deposit:** The successful tenderer will have to deposit performance security @10% of the total value of tender awarded (Table -1 of SECTION I) within 15 days of issuance of purchase order by the competent authority to be paid in the shape of bank guaranty, from any scheduled bank in favour of Director, PUNJAB ENGINEERING COLLEGE (Deemed to be University) Chandigarh and which shall remain valid for a period of 60 days beyond the completion of warranty/contract period. The security deposited in connection with any other similar tender will not be considered against this tender. If successful tenderer fails to submit the requisite performance security deposit within prescribed 15 days, the contract awarded shall stand cancelled and earnest money deposit (EMD) deposited by the tenderer will be forfeited.
19. Tender received through e-tendering shall be opened online by the committee duly constituted by the authorities of PUNJAB ENGINEERING COLLEGE (Deemed to be University), as per schedule given in Tender Notice in the office of the Head, Computer Centre, and PUNJAB ENGINEERING COLLEGE (Deemed to be University) Chandigarh. In the event of date of opening of Tender being declared a holiday, the due date of opening of the Tender will be the next working day at the same hours.
20. Tender is nontransferable.
21. The Director, PUNJAB ENGINEERING COLLEGE (Deemed to be University) Chandigarh reserves the right to accept or reject any or all tenders without assigning any reason.

ANNEXTURE – 2.1

From

Subject: Submission of Tender for Annual Maintenance Contract (AMC) of Computers and peripherals as per Annexure -I

Dear Sir,

With reference to your above-mentioned notice inviting tenders, I/We hereby offer to **Annual Maintenance Contract (AMC) of Computers and peripherals as per Annexure –I** for PUNJAB ENGINEERING COLLEGE (Deemed to be University), Chandigarh.

I/We shall supply the Equipment's truly and faithfully as set forth in the terms and conditions of the tender document. I/We shall be responsible for all complaints as regards to the quality of product and in case of any dispute; the decision of the Director, PUNJAB ENGINEERING COLLEGE (Deemed to be University), Chandigarh shall be final and binding on me/us.

An A/C payee demand draft/banker cheque/FDR/bank guarantee No. _____

Dated _____ drawn on _____ intended for the prescribed amount of Rs. _____ (Rupees _____

_____ Only) in favor of Director, PUNJAB ENGINEERING COLLEGE (Deemed to be University), Chandigarh, payable at Chandigarh is enclosed as earnest money as desired.

I/WE shall have no claim to the refund of earnest money / performance security prescribed against this tender in the event of my/our non-compliance of the contract, provided such contract is implemented within the period of validity of my/our tender.

I/We further understand that my/our earnest money shall stand forfeited in case of unsatisfactory supply of equipment's/service/violation of any term, or if I/We withdraw my/our tender at any stage during the period of validity. My/Our tender shall remain valid for a period of 120 days from the last date prescribed for submission of the tender against the above-mentioned notice. My/Our tender along with terms and conditions with relevant columns and annexure duly filled in under my/our attestation and with each page of the tender paper including the enclosed terms and conditions signed by me/us (in the capacity of sole owner/general or special attorney attached) is submitted for your favorable consideration.

I/We have read the terms and conditions carefully and have signed the same in token of our absolute and unqualified acceptance.

Thanking you,

Place:

Yours faithfully,

Signatures Date with
stamp & Full Address

ANNEXURE - 2.2

(To be furnished on non-judicial stamp paper duly attested by the 1st Class Magistrate or Notary Public)

AFFIDAVIT

I/We/ M/s. _____ are registered Company/Ltd Company etc. as per Registration Certificate No. _____ issued by _____ having registered office at _____ and manufacturing/supply base at _____ do hereby declare and solemnly affirm that I/We have not been Black-listed, nor mine/our Tenders have ever been cancelled by any State/UT/Central Government or any partner or shareholder either directly or indirectly connected with or has any subsisting interest in the business of my/our firm nor any legal proceedings have ever been initiated/pending or any penalty has ever been levied due to delay of non-completion of work/service/supply order by any State/UT/Central Government or by any authority.

Place: _____

DEPONENT

Dated : _____

Verification

I/We do hereby solemnly declare and affirm that the above declarations are true and correct to the best of my knowledge and beliefs. No part of it is false and nothing has been concealed therein.

Place : _____

DEPONENT

Dated : _____

SECTION III
“Technical Bid”

SCHEDULE OF REQUIREMENTS

TABLE 3 SCHEDULE OF REQUIREMENT

Sr. No.	Brief Description	Delivery Schedule	Bid Security In Rupees
1	Annual Maintenance Contract (AMC) of Computers and peripherals as per Annexure -I	14 Days	20,000/-

PRE-QUALIFYING CRITERIA

FIRST COVER TITLED as “Technical Bid” should contain the Self-attested scanned copies of following with consecutive Sr. Nos.

1. Name of the firm/organization & address Contact person name and telephone/ Mob. No./Fax. No./ on letter pad of the company/firm.
2. Earnest money deposit as mentioned in Para No, 9 of SECTION II of this tender document.
3. Bidder should have a turnover of at least Rs. 25 lacs in at least two of last three Financial Years i.e. 2017-18, 2018-19 & 2019-20. Audited copies of Financial Statement shall be submitted as proof.
4. The firm quoting for the AMC must have experience of at least two years in the last three years of maintaining computers and peripherals in an Engineering College/ University/ Govt. Organization or any other Organization, where at least 50 PCs and Servers are on AMC with the quoting firm. The token of proof to be attached.
5. The bidding firm should submit a copy of order from at least two customers for the maintenance of computers and other peripherals of the value of Rs. 3 lacs or more for the last three years i.e. 2017-18, 2018-19 and 2019-20.
6. The Firm should have their work and repair center at Chandigarh/Mohali/Panchkula.
7. The firm should consent to post two Permanent Resident Engineers at PEC.
8. Certificate of acceptance of terms & condition mentioned in Section II and Section VI of Tender Document.
9. Covering letter (**Annexure 2.1 of SECTION II**).
10. Affidavit of not being Black Listed (Affidavit as per **Annexure 2.2 of SECTION II**)

NOTE: All the above mentioned documents should be duly in order and are essential to qualify at Technical Bid Stage.

SECTION IV

FINANCIAL BID

Financial (Price) Bid for **Annual Maintenance Contract (AMC) of Computers and peripherals as per Annexure -I** to be provided by the bidder in the Punjab Engineering College (Deemed to be University), Sector 12, is to be submitted online in excel sheet provided.

S. No.	Name of the Equipment	Quantity	Rate in Rs. excluding GST	Total
1	Annual Maintenance Contract (AMC) of Computers and peripherals as per Annexure -I	1 year		

Notes:

1. Rate should be quoted in Indian Rupees only exclusive of all Taxes/Levies.
2. Renewal of Registration of Public Funded Research Institutions or a University or an Indian Institute of Technology or Indian Institute of Science, Bangalore or a Regional Engineering College, other than a Hospital, for the purposes of availing Customs Duty exemption in terms of Notfn. No. 51/96-Customs dt. 23.07.1996, Notfn. No. 47/2017- Integrated Tax (Rate) dt. 14.11.2017 and Notfn. No. 45/2017-Central Tax (Rate) dt. 14.11.2017, Notfn. No. 45/2017 – Union Territory Tax (Rate) dt. 14.11.2017, as amended from time to time.

SECTION V

TERMS AND CONDITIONS OF CONTRACT

1. Terms & Conditions:

- i. The bidder should submit a consolidated price for all the items in Annexure – 'I' for AMC for a period of one year.
- ii. The AMC contract will be awarded for a period of one year, however the institute reserves the right to review the contract before the expiry period of 12 months depending upon the need for continuity.
- iii. The institute may extend the contract further after the expiry of contract for a maximum period of one more year or on quarterly basis on the approved rates and on the same terms and conditions. The AMC provider in that case shall have to certify that have not quoted at a price lower than being offered to the institute.
- iv. The institute reserves the right to withdraw/ add certain item(s) anytime during the contract period.
 - a. Deletion of goods: The amount obtained by multiplying unit price of each item being withdrawn by the quantity shall be subtracted from the total price.
 - b. Addition of goods: If more item(s) are to be added in the contact the amount obtained by multiplying unit price of similarly spec item(s) in the contract by quantity to be included shall be added to the total price.
- v. The contract will be awarded to the successful bidder(s) whose bid has been determined as the Lowest Commercial bid (L1).
- vi. If there is discrepancy between the unit price and the total price, which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the supplier does not accept the correction of errors, its bid will be rejected.
- vii. Conditional bids shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained before submission of bids.
- viii. The AMC contract would be for the whole lot of equipment as a package and will not be for individual items. In case bidder **do not quotes for an item**, their quote will be summarily rejected.
- ix. The rate to be quoted should include the cost of repair, replacement and maintenance of various Computers/Peripherals/Cards/Parts for the items specified in the tender documents only. The AMC charges should cover replacement of printer head, hard disc, CD/DVD drives and picture tube/ LED/LCD panels.

- x. All the equipments available in various departments of PUNJAB ENGINEERING COLLEGE (Deemed to be University), Chandigarh are required to be maintained on as is where is basis. No additional charges would be paid for making the equipment functional.
- xi. The AMC will be comprehensive including periodic software maintenance by the resident engineer of the quoting party.
- xii. The payments shall be made on quarterly basis after the successful execution of the maintenance work against bills submitted to this institution after obtaining a satisfactory report from Head, Computer Centre.
- xiii. The successful bidder will have to sign a Service Level Agreement with the institute detailing the terms and conditions of tender document.
- xiv. The Tender should be valid for 120 days from the date of opening.
- xv. All the tenders should be addressed to the Director, PUNJAB ENGINEERING COLLEGE (Deemed to be University), Sector 12, Chandigarh-160012.

2. Scope of Services under Maintenance Contract:

The Firm has to provide following services to maintain the equipment in good working condition:

- i. Unscheduled, on call, corrective and remedial maintenance service.
- ii. Replacement of defective & unserviceable parts, replacement of parts should be new parts of same make or model with equal or higher configuration in performance.
- iii. Cleaning of equipment like CPU Unit, keyboard, monitor and printer with vacuum cleaner as and when required.
- iv. Quarterly cleaning of virus on each system or as required.
- v. Backup machine should be provided in case repair needs more than usual down time of 72 hours.
- vi. Other related services essential for keeping the equipment in good working condition.

3. Preventive Maintenance:

- i. The Vendor shall undertake preventive maintenance of the goods under this Annual Maintenance Contract (in Annexure 'I') as and when required.
- ii. The Vendor shall provide, in Advance, a schedule, of mutually agreed date for preventive maintenance of the PC's & other equipment respectively, to the Head, Computer Centre PEC. It shall be the responsibility of the vendor to maintain a proper record for each Preventive Maintenance carried out by its Resident Engineer.

4. Up – Time Guarantee:

- i. If any of the goods is down for more than 72 hours continuously, at any of the site of the PEC, the Vendor shall provide a compatible back up with similar configurations at its own cost in the same place of site of PEC. If the Vendor fails to provide such back-up unit(s), as required by the PEC, the PEC shall have the right to hire/ repair the required goods from a Third Party and in that case the cost of hiring/ repairing, if any paid by the PEC, shall be deducted by the PEC from the Maintenance Fee Payable for that quarter.
- ii. The Vendor has to post a permanent resident service engineers without any extra cost at the Computer Centre of PEC.
- iii. Maximum of two changes in the resident engineer will be allowed throughout the one year of contracted period. However, any other changes have to be with the mutual consent of both the parties.

5. Response Time & Resolution Time:

The Vendor shall ensure the response time for attending the complaint calls for Maintenance Services as given below:

Response Time	
PC's & other equipment	Within 4-8 hours from the time of registering of complaint.
Servers	Within 2-4 hours from the time of registering of complaint
Resolution Time	
PC's & other equipment	Max of 72 hours from the time of registering of complaint
Servers	Max of 12 hours from the time of registering of complaint

PERFORMANCE SECURITY FORM

(on Non-Judicial Paper)

BANK GUARANTEE BOND FOR PERFORMANCE WARRANTY

To

The President of India, through the Director
PUNJAB ENGINEERING COLLEGE (Deemed to be University)
Sector-12, Chandigarh-160012

Dear Sir,

Sub: _____

1. You, on behalf of President of India, have entered into a contract with reference No. _____ with _____ (herewith after referred to "as the contractor") for the development, fabrication and supply of (herein after referred to as stores) for the price and on the terms and conditions contained in the said contract.
2. In accordance with the terms of said contract the Contractor has undertaken to produce a Bank Guarantee for Rs. _____ being 5% of (Rs. _____) of the total value of the said stores supplied to you for the due fulfilment of its obligations to the President of India for due performance as per the contract during warranty period.
3. In consideration thereof, we happily expressly, irrevocably and unconditionally undertake and guarantee as principal obligors on behalf of the contractor that in the event that the President of India submits a written demand to us that the contractor has not performed according to the contractual obligations included in the said contract, we will pay you on the written demand, without demur and without reference to the contractor any sum up to a maximum amount of Rs. _____ (Rupees. _____). Your demand shall be conclusive evidence to us that such repayment is due under the terms of the said contract. Payment by us to you will be made within (30) days from receipt of your written request making reference to this guarantee and on demand.
4. This guarantee shall not be revoked without your express consent and shall not be affected by your granting any indulgence to the contractor, which shall include but not be limited to postponement from time to time of the exercise the same in any manner at any time and either to forbear or to enforce any covenant continued or implied in the said contract or any other course remedy or security available to you, and our Bank shall not be released from its obligations under this guarantee by your exercising any of your rights with reference to matters aforesaid or any of them or by reason of any other indulgence shown by you or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving our bank from its obligation under this guarantee.
5. Notwithstanding anything herein contained, our liability under this guarantee is restricted _____ to _____ Rs. _____ (Rupees _____) and the guarantee shall remain in

force up to and including the day of being reported to us by you returned to us duly discharged.

6. Unless a demand or claim under this guarantee is made on us in writing on or before the aforesaid expiry date as provided above or unless this guarantee is extended by us all your rights under this guarantee shall be prescribed and we shall be discharge from the liabilities hereunder.
7. This guarantee shall not be affected by any change in the constitutions of our Bank or of the contractor or for any other reason whatsoever.

We, lastly undertake not to revoke this guarantee during its currency except with the prior consent from your office in writing.

Not with standing anything contained herein:

- i. Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees. _____).
- ii. This Bank Guarantee shall be valid up to _____ .
- iii. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before

This Bank Guarantee shall be returned to our Name of the Bank Branch at _____ Office Address, once the purpose of the issuance has been fulfilled or upon expiry of this guarantee whichever is earlier. Even return of Original Bank Guarantee is essential for invoking the guarantee with specific request letter from the beneficiary.

Wittness: _____, Signature _____

Wittness: _____, Signature _____

For _____ Bank

For _____ Bank

Authorized Signatory

Authorized Signatory