TECHNO-COMMERCIAL BID

NOTICE INVITING E-TENDER FOR
Annual Maintenance Contract of IT Equipments at PS/NR, Delhi
Tender No.: PCRA/IS/AMC/643A

Tender Issue Date: 27-09-2017
Last Date of Submission: 16-10-2017
NOTICE INVITING TENDER

TENDER NO: PCRA/IS/AMC/643A

DATE: 27-09-2017

E-tenders are invited for & on behalf of PETROLEUM CONSERVATION RESEARCH ASSOCIATION (Ministry of Petroleum and Natural Gas, Govt. of India) for “Annual Maintenance Contract of IT Equipments at PS/NR, Delhi”, under two bid system

(Part-I i.e. Technical Bid and Part-II i.e. Price Bid ) from bonafide experienced & reputed Hardware Supplier for the job as given below:

BRIEF DETAILS OF THE TENDER:

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<th>Annual Maintenance Contract of IT Equipments at PS/NR, Delhi</th>
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<td>PCRA/IS/AMC/643A</td>
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<td>Earnest Money Deposit (Returnable)</td>
<td>Rs. 5,485/- (Rupees Five Thousand Four hundred and Eighty Five Only) by Demand Draft/Pay Order in favour of PCRA, payable at New Delhi from Nationalized / Scheduled Indian Bank. The original EMD should be sent to the Tender Inviting Authority so as it reaches on or before the bid submission closing date and time</td>
</tr>
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| Issue Of Tender Document | • The tenders are being invited through e-procurement module of Central Public Procurement Portal- CPPP (e-procure.gov.in) of Government of India. Bidders are requested to apprise themselves of the provisions of e-procurement system and submit their respective bids through e-procurement systems at https://eprocure.gov.in/eprocure/app  
• Bidders are required to download the Digitally Signed tender document only from https://eprocure.gov.in/eprocure/app |
| Contract Period | One Year |
| Last Date & Time of Submission of Tender (Part-I & Part-II) | 16-10-2017 at 15:00 Hrs. |
| Time for Opening of Technical bid (Part-I) | Part-I i.e. Techno-Commercial Bid of the Tender shall be opened on 17-10-2017 at 15:00 hours online. |
| Officer to be contacted for any clarification | Sh. Nagender Singh Yadav, Joint Director (IS), PCRA, New Delhi – 110066. Contact Phone No. 26198856 Ext. 316 |

For & On behalf of Petroleum Conservation Research Association

(Nagender Singh Yadav)  
Joint Director (IS)

PCRA/IS/AMC/643A
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Part - I

(Techno Commercial bid)
ANNEXURE-I

INTRODUCTION & GENERAL GUIDELINES

1.0 INTRODUCTION:

Petroleum Conservation Research Association (PCRA) is a registered society set up in 1978 under the aegis of Ministry of Petroleum & Natural Gas, Government of India. As a non-profit organization, PCRA is a national government agency engaged in promoting energy efficiency in various sectors of economy.

2.0 Guidelines on Bid submission:

All bids are to be submitted under two bid systems. The E-Tender shall be submitted in Two parts:

- Technical Bid
- Commercial Bid

The bidder should satisfy the below mentioned criteria and should invariably submit valid documentary evidence (through e-procurement system) to support the eligibility claim.

2.1 Definition: “Owner” shall mean Petroleum Conservation Research Association (PCRA) a Registered Society having its registered office at Sanrakshan Bhavan, 10, Bhikaji Cama Place, New Delhi 110 066.

2.2 The tenders are being invited through e-procurement system of Central Public Procurement Portal- CPPP (e-procure.gov.in) of Government of India. Bidders are requested to apprise themselves of the provisions of e-procurement system and submit their respective bids through e-procurement systems at https://eprocure.gov.in/eprocure/app

2.3 The enclosed tender document set shall be submitted online only, duly signed by the registered DSC of the bidder electronically, this is a mandatory condition that the entire tender document is submitted along with the bid as token of acceptance of all tender conditions ie in toto. Physical submission of tenders will not be acceptable.

2.4 In order to bid for PCRA e-tenders, all the agencies are required to obtain a legally valid Digital Signature Certificate (DSC) for their user who is authorized to submit bids on-line from the licensed Certifying Authority (CA). For detail requirement bidders are advised to visit CPPP e-tendering web site: Bidders already possessing the digital signature issued from authorized CAs can use the same in this tender. Further, the bidder should ensure that the mobile number & e-mail address given in the Registration form is valid & active as all the communications will be made through CPPP Only and no separate communication will be sent.
2.5 Bidders/Agencies shall submit their eligibility and qualification documents, Technical bid, Financial part (BOQ) etc in the standard formats prescribed in the Tender Documents, uploaded in e-procurement website. The bidder shall upload all the scanned copies of all the relevant certificates, documents etc in support of their eligibility criteria/technical bids in the e-procurement website. The bidder shall digitally sign on the statements, documents, certificates uploaded by him/her, owning responsibility for their correctness/authenticity. PCRA have right to verify the submitted/furnished documents/information. If any of the documents furnished by the bidder is found to be false/ fabricated immediately or subsequently, the bid is liable for rejection, forfeiture of EMD & cancellation of work order. PCRA reserves the right to take any other action as it deems fit in accordance with any applicable law, Rules, Regulations in force.

2.6 Bidders may note that the incomplete bids will not be saved by the system and are not available for processing and evaluation.

2.7 The bid shall be digitally signed by someone legally authorized to enter into commitment on behalf of the Bidder.

2.8 E-tender bidders to note that all communication will be made through registered credential as mentioned in e-Tender portal. PCRA will not take cognizance of the communications made outside e-Tendering Portal.

2.9 Bidder should make sure that their priced bid (Part-II/BOQ) contain only price. Bids with any condition directly or implied recorded in Priced Bid (Part-II/BOQ) are liable for rejection and PCRA will not take cognizance of these conditions.

2.10 Bidder are advised to visit CPPP web site for Information for DSC/ Bidders Manual Kit/ FAQ of e-Tender Portal before bidding. Bidder should constantly check the CPP Portal for corrigendum no separate communication regarding will be sent by PCRA.

2.11 The tender document can be previewed and downloaded from the e-procurement module of Central Public Procurement Portal of Govt. of India at www.eprocure.gov.in/cppp/.

2.12 The tender issuing authority is not responsible for the delay / non downloading of tender document by the recipient due to any problem in accessing the e-tender website. The tender issuing authority is also not responsible for delay in uploading bids due to any problem in the e-tender website of GOI. Vendor must take directly with CPPPP helpline for any issues and it will be sole liability of vendor.

2.13 Complete specifications for the items offered together with relevant description, literature and markers name, brand, etc. must be furnished.

2.14 Bidder to take notice of corrigendum / amendment floated on e-tender website ONLY. Failure of bidder to submit tender without taking cognizance of corrigendum / amendment issued by PCRA shall make the bid liable for rejection.
2.15 A Scope of work is as mentioned in *Annexure – II*.
2.16 PCRA will not be bound by any Power of Attorney granted by the Bidder or changes in the constitution of the firm made subsequent to submission of the bid or after the award of the contract. PCRA may, however, recognize such Power of Attorney and changes after obtaining proper legal advice, the cost of which will be borne by the Bidder.
2.17 Please quote unit rate for each item as mentioned at *Annexure- X*.
2.18 Submission of authentic documents through e-tender website is the prime responsibility of the bidder.
2.19 The vendor shall facilitate the issuer of tenderer on a regular basis with the technology/ product updates and extend support for the warranty as well.
2.20 PCRA reserves the right to extend the tender due date before bid opening.
2.21 All jobs, whether mentioned explicitly in this tender document or not, but required when an AMC contract is signed, shall be taken up as a total responsibility of the successful tenderer
2.22 PCRA shall not be bound by any printed conditions or provisions in the Bidder’s bid.
2.23 All the pages of the bidding document along with the supporting papers to be self-attested by the authorized signatory as a token of their acceptance of terms & conditions of this tender and Conditional bids would be rejected outright.
2.24 Bidder should be in the field of Computer Maintenance for the past more than 3 Years. Proof with regard to this should be submitted with technical bid.
2.25 Bidder should be an ISO 9001 : 2008 Certified Company in the field of Computer maintenance and AMC . Valid Certificate to this effect should be enclosed in the Technical Bid.
2.26 The Bidder should have the experience of maintaining a minimum 100 PCs or more for last 3 years in continuity in any Central / State Govt. Ministry/ Dept./ PSU Commercial Establishment.
2.27 The Bidder should have in-house Test and Repair Centre at Delhi/ NCR. This may be inspected by PCRA authorities in case of requirement.
2.28 The cancellation of any document such as Power of Attorney, Partnership Deed, etc. should be communicated by the Bidder to PCRA in writing well in time, failing which PCRA shall have no responsibility or liability for any action taken by PCRA on the strength of the said documents.
2.29 Should the Bidder have a relative or relatives in PCRA or one or more of its shareholders are employed in a superior capacity in PCRA *(Enclosed at Annexure-VIII)*, the relevant authority inviting bids shall be informed of the facts at the time of submission of the bid, failing which the bid may be disqualified or if such fact subsequently comes to light, PCRA reserves the right to take any action as it deems fit in accordance with any applicable law, Rules, Regulations, in force.
2.30 The Formation of the Bidder i.e. whether a Limited Company, Partnership or Sole Proprietor should be clearly indicated relevant document indicating the name of all
the Directors / Partners should be submitted along with the Technical Bid. In case of the bidder being a Limited Company / Partnership names of all the Directors / Partners be indicated clearly. The Person Signing the Bid should be Authorized by all Directors / Partners to Sign the Bid. In case the Signing Authority is one of the Directors / Partner he should be Authorized by all other listed directors to sign the Bid. In case of Sole Proprietorship firm the Bid should be signed by the Proprietor or by Person Authorized by the Proprietor. Failing this the Bid would be rejected

2.31 The bidder should be a company registered under the Companies Act, 1956/2013 and should have been in the business for more than 5 years. The following documents may be submitted in support:
   a. Copy of Certificate of Incorporation,
   b. Copy of Memorandum & Articles of Association

2.32 Amendment of Bidding Documents:
   a) At any time PCRA may modify the Bidding documents by amendment thereto. The amendment will be notified in CPPP website and will be binding on bidders.
   b) Corrigendum, if any, will be available in Central Public Procurement Portal-CPPP only and no separate communication will be sent to individual vendors.
   c) In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the PCRA, at its discretion, may extend the deadline for the submission of Bids.
   d) PCRA reserves the right to increase or decrease the quantity of equipment/ items under the AMC period, at same rates, Terms and conditions.
   e) PCRA takes no responsibility for uploading and downloading files in E-Procurement portal i.e Central Public Procurement Portal (CPPP)
   f) PCRA takes no responsibility for delay, loss or non-receipt of EMD. Legal documents etc. sent by post/courier/telex/fax etc. including those received late or incomplete and reserves the right to cancel such tender enquiry. PCRA will not be obliged to meet and have discussions with any party or to hear representations.
   g) PCRA reserves the right to accept or reject any or all bids without assigning any reason thereof
   h) PCRA does not bind itself to accept the lowest tender
3.0 EVALUATION OF E-TENDERS

3.1 Pre-Qualification Requirements:

The agencies that intend to participate shall meet the following qualifying requirements and shall submit substantiating documents in support of their claim, along with their bid.

3.2 Experience Criteria:

The bidder should possess experience of completed Similar Works of following executed cost during the last five years:

- Three similar completed works each of minimum value not less than Rs. **1.64 Lakh**
  OR
- Two similar completed works each of minimum value not less than Rs. **2.19 Lakh**
  OR
- One Similar completed work of minimum value not less than Rs. **2.74 Lakh**

“Similar Works shall mean bidder must have completed at least one similar implementation as defined below:

- The implementation must have been completed before 31/03/2017 and must be successfully operational for more than one year as on 31/03/2017.
- Successfully implementation of certificate from Govt. / PSUs sectors/ Commercial Establishment is to be submitted as proof of completion.
- To Submit copy of work order issued from Govt./PSUs/Commercial Establishment

3.3 Financial Criteria:

Minimum Annual Turnover of the Bidder in **any one** of the three preceding financial years i.e. 2014-15, 2015-16, 2016-17, shall not be less than **3.29 Lakh**.

<table>
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<tr>
<th>FINANCIAL YEAR</th>
<th>ANNUAL TURNOVER (IN RS.)</th>
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<tr>
<td>2016-2017</td>
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<td>2015-2016</td>
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3.4 Earnest Money Deposit:

3.4.1 INR 5,485/- (Indian National Rupees Five thousand Four hundred and Eighty Five only) by way of crossed, Demand Draft/Pay Order in favour of PCRA, payable at New Delhi from Nationalized / Scheduled Indian Bank to be submitted in physical form, by hand or delivered to Sh. Nagender Singh Yadav, Jt. Director (IS), IT Dept., PCRA within the bid submission date and time for the tender.

3.4.2 A scanned copy of the EMD is also to be compulsorily enclosed along with the technical bid when submitted in the e-procurement system of CPPP, Gol. Bids not accompanied by earnest money may rejected and bid may not be considered for further evaluation. All SSI units registered with NSIC/MSME for this item as per specification are exempted from the EMD. They have to attach the legible scanned copy of valid registration document/exemption certificate in relevant category with the technical bid.

3.4.3 The EMD should be physically submitted on or before due date. Bids for which the EMD are not submitted physically may be rejected and will not be considered for further evaluation.

3.4.4 EMD will be refunded to unsuccessful bidder after completion of tendering process and no interest would be paid on the amount of earnest money.

3.5 Performance Security and Service Standards:

3.5.1 AMC vendor shall furnish performance security to the PCRA for an amount of 10% of contract value in the form of Performance Bank Guarantee as in Performa of (Annexure- IV), within 15 days of receipt of the Work Order (WO). The Performance Bank Guarantee will be for a period of 15 months. If the WO is not accepted, then the bid security will be forfeited. In case of extension of AMC/Tender, the performance security is to be extended correspondingly. Performance Security shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the vendor.

3.6 Payment terms:

3.6.1 Payment for AMC will be made on quarterly basis based on the number of PCs and peripherals, taken over/ removed from AMC on pro-rata basis. Following documents are to be submitted at the end of each quarter for making payments:

3.6.1.1 Monthly Computerized call reports in original duly signed and stamped by the user/ officer with date as per logbook. Details of LAN Connections addition/deletions/shifting reports (if any) duly signed by the user/officer and verified by the computer in-charge.

3.6.1.2 Summary of the call reports for calls attended in the respective quarter.

3.6.1.3 To submit report for Preventive maintenance carried out during quarter.

3.6.1.4 Log for Change of any hardware and repaired parts.

3.6.1.5 Pre receipted AMC bill in duplicate
3.6.1.6 Proof of previous relevant document/returns like receipt of payment of salary to the engineers, (provident fund / ESI receipt submitted to Government authorities every month) in respect of Resident Hardware Engineers & Network Engineer posted at PCRA for the quarter for which the bill is submitted for payment. Payment for any quarter shall be made only after receiving the these proof.

3.6.1.7 The Minutes of mandatory monthly meetings with Vendor coordinators with PCRA official and its action taken report.

3.7 SLA & Penalty:

3.7.1 In case of equipment not being repaired on the same day or next working day, A compatible standby equipment (All standby system, printers and hardware spares, with consumables, if any, should be of same or superior specification) shall have to be provided by the vendor, otherwise penalty may be charged at the rate of AMC charges payable for one week (7 days) for that equipment for every day of delay in repairing the equipment. The delay will be counted from the day equipment is reported faulty. In the event of delay in repairing for more than 15 days or any other Violation of contract by non – confirmation to the terms and conditions, PCRA will have the right to terminate the contract without any prior notice.

3.7.2 In case, satisfactory maintenance services are not provided or the equipments under the scope of the agreement are not set right for more than 15 days due to whatever reason, in addition to penalty as per clause 3.7.1 & 3.7.4 under para 3.7 mentioned above, PCRA also has the right to withdraw these equipment(s) from AMC without giving further notice and get the services from a third party or enter into an AMC with a third party. The actual repairing charges paid to the third party or the difference of the charges paid to the said third party and the existing AMC rates agreed with the vendor will have to be borne by the vendor till the expiry date of the Annual Maintenance Contract.

3.7.3 Breakdown period will include Saturdays, Sundays and Holidays also.

3.7.4 All the Engineers shall mark their daily attendance in a register maintained with the computer-in-charge or any other system thus advised. There shall be no leave of any sort given to the resident Engineers from PCRA side. If any Engineer want to be on leave, then he shall have to prior inform computer-in-charge and the AMC vendor. The AMC vendor on such request from Engineer shall arrange a suitable substitute for that Engineers. If the AMC vendor fails to provide a suitable substitute for the Relieved Engineer or if the Engineer remains absent from his/her duty, or do not adhere to duty hours then following additional penalty shall be imposed on the vendor:

- A Hardware / Network Engineers – Rs. 1,000/- per day.
3.8 Resident Engineers should possess following minimum qualifications:

3.8.1 **Hardware engineer** -- 3 years Bachelor’s Degree with minimum 50% marks from a *government recognized university / college / institution* & One Year full time Degree/Diploma in computer hardware repair & software maintenance from a reputed institute and minimum 3 years’ experience in hardware maintenance in a reputed firm.

3.8.2 **Network Engineer** – 3 years Bachelor’s Degree with minimum 60% marks from a government recognized university / college / institution & Certified engineer in Network system (CCNA / MCSA / MCSE) from a reputed institute and minimum 3 years’ experience in Network Administration under Windows environment in a reputed firm.

3.8.3 The qualification of engineers along with their identity cards shall be verified at the start of AMC. Any Government issued Photo identity card shall also be required during the Engineer’s verification before the start of AMC.

3.9 The bidders will have to quote for all the items covering total scope of work. Part and incomplete bids shall be rejected.

3.10 PCRA reserves the right to negotiate with the lowest quoted bidder or more than PCRA’s estimated value, if found necessary.

3.11 **Evaluation of Bids**: For the evaluation of the price bid, the Grand Total Amount, as given in Price Bid for the entire “Scope of Work” as per the Bidding documents, including appendices/addendum(s), if any, shall be taken for the purpose of finalization of bid on overall lowest basis. The bidder not quoting for any of the indented requirement/item shall have their bid rejected.
ANNEXURE-II

4.0 SCOPE OF WORK

4.1 Contract Period: One year from the date of award of Work Order.

4.2 The AMC is likely to start from 18.11.2017

4.3 All IT equipment's as per enclosed list at Annexure – VII are covered under comprehensive AMC on as is whereas basis, including cost of spare parts, repair cost, transportation cost if required to be taken to service provider’s service center etc. Cost of consumables, as defined in this document, however are not included and shall be provided by PCRA.

4.4 Preventive maintenance is to be carried out at least once in every quarter.

4.5 Configuration of software, Drivers, on Desktops and laptops

4.6 Receiving the users IT related complaints, creating complaint call sheets, attending the call and rectifying hardware & driver related issues. Complaint Data Analysis.

4.7 Providing services of following IT experts at office of PCRA at Bhikaji cama place:
   4.7.1 Resident Hardware Engineer
   4.7.2 Resident Network Engineer

4.8 All Systems, under AMC, have to be maintained during the entire period of contract in working condition with regular Quarterly Preventive Maintenance, servicing of the computer hardware and software (including power cords with plugs and printer cables, 9 to 25 pin converter, speakers, power adaptors/converters, internal PCI cards), and other equipments, checking with software test programs and removal of fault on calls including removal of any functional disorder of the computer systems such as corruption of software programs and data.

4.9 All the parts of Printers/ Monitors/ Scanners except consumables (Floppies, Printer Heads, Ribbons, and toner Cartridges/ drums; Cassettes) e.g. Teflon, Roller, Sensor, Control Card, Power Cable, Printer Cable, PCBs, Cards, Chips, Buttons, Power Supply, Electronic/ Mechanical parts etc. are to be replaced by the Vendor. Installation of new Internet (LAN connections including LAN cable laying and installation of I/O boxes etc.)

4.10 The AMC vendor shall maintain a Call (log) book for fault booking and clearance. The firm shall record the calls attended and quarterly regular services rendered and get the signature of the user along with User’s name, Designation, Telephone and Room Number. Original of the call reports shall be attached with the bills for payment.
4.11 The AMC vendor shall do the comprehensive maintenance of all the items as mentioned in this document. The consumable items like Floppies, Printer Heads, Ribbons, and toner Cartridges/ drums; Cassettes shall not be covered under this contract. Consumable items listed herein and antivirus packages for removal of virus shall be provided by PCRA. The AMC vendor shall also provide manpower to repair the items not covered under AMC/Software support required due to emergency/ urgency, however spares for such items shall be provided by the PCRA.

4.12 Hard Disks shall be covered under AMC, and in case any hard disk goes faulty in any machine, the same shall be replaced with Hard Disks of SEAGATE/ SAMSUNG / WD. make of the same or higher capacity. Similarly if any motherboard goes faulty it shall be replaced either by a similar motherboard or else with an Intel Motherboard. SMPS, all types of VDUs (Monitors), Keyboards, Modem, mouse and Ethernet Cards, PC Switches, Power Cables, Printer Cables, Printer Teflon etc. should be kept in sufficient numbers as standby by the AMC vendor for supply to PCRA free of cost as a replacement against faulty ones.

4.13 The selected bidder during the Course of attending “On Call Service” or during the course of Preventive Maintenance Service, noticing requirement of any spare parts shall replace such parts and clear the fault at the site of equipment. Replacement of parts should be done with the approval of PCRA personnel and a record is to be maintained with the computer in-charge. Necessary and sufficient spares have to be kept ready with them for immediate replacement. All such spare units brought and stored by the contractor in the computer room will have to be kept and maintained in an inventory register to be kept with the computer in-charge.

4.14 Preventive maintenance will be carried out once in each quarter. Preventive maintenance will include inspection of each system, scanning hard disk for any defects/ problems therein and obtain a satisfactory working certificate from the user after cleaning of the system i.e. PC/ Monitor/ Printer/ Key Board/ CD ROM Drive/ FDD and other accessories, with a blower/ vacuum cleaner as per requirement and wiping the surface of the systems with a good quality cleaning liquid, cloth and brush etc. All the equipment/ material required for Preventive maintenance e.g. Blower/ Vacuum Cleaner/ Cleaning Liquid/ Cloth/ Brush etc. shall be arranged by Vendor. PCRA shall not provide these. On no account, equipment or its accessories shall be allowed to be taken out of its normal installed location. Only replacement of sub-assemblies of the whole unit on a like-by-like or later version basis will be permissible and the replacement of such assemblies should be done with the written approval of maintenance In-charge of PCRA. Before taking up preventive maintenance, the contractor will submit a schedule of preventive maintenance in advance. Resident Hardware & Network engineer shall in no case be engaged in Preventive Maintenance.

4.15 All the equipment/ material required e.g. Blower/ Vacuum Cleaner/ Cleaning Liquid/ Cloth/ Brush etc. shall be arranged by Vendor. PCRA shall not provide these items.
4.16 The maintenance engineer of the AMC vendor will submit a service slip to PCRA in-charge after each replacement of parts showing the parts removed and parts installed with full details of the part name, type, Model No., Sl. No. etc.

4.17 The Network / Hardware Engineers may be called to work on Sundays/holidays in case of urgent requirements. PCRA shall not pay for this.

4.18 PCRA may request, at any stage during AMC, for a change of any/ all Engineers/ Help Desk/ Helpers if they do not meet the PCRA requirements properly or do not perform to the satisfaction of PCRA. And if the AMC vendor is not able to provide the qualified Engineers/Help Desk/Helpers within one week after such request, then PCRA shall impose a penalty as specified in 3.7.4 above and the decision of PCRA in this regard shall be final and binding on the AMC vendor.

4.19 In case of non-adherence to preventive maintenance schedule, a penalty of 5% of the total of AMC charges for the Quarter for every such failure in a quarterly payment will be recovered.

4.20 In case of fault where no STAND BY is provided and fault persists beyond ONE WEEK or faulty equipment is taken by vendor for repair and not returned within ONE WEEK after repair, PCRA shall be at liberty to get the same repaired from outside source and recover the cost from AMC Vendor from the pending AMC bill or from performance bank guarantee. The purchaser is not bound to issue any notice to the AMC vendor for the repair of such items. In case any damage/ loss is caused due to mishandling or improper rectification of fault or otherwise the loss shall be recovered from the vendor.

4.21 Taking over/ Handing over of systems:

4.21.1 All the systems are to be taken over for maintenance by the firm simultaneously with signing of the agreement in working condition. AMC vendor may inspect and bring out faulty units, which they are not in a position to take over for AMC without repairs (The repair may have to be got done by outgoing AMC vendor or by PCRA as applicable). If no such list/ information are submitted within next 7 working days of issue of work order, it will be treated as all the machines have been taken over by him and no separate letter will be issued by PCRA in this regard. In case of major repairs requiring in any machine for which separate charges are to be claimed, the contractor may submit a detailed estimate for approval of the competent authority of PCRA within a period of one week from the date of agreement and thereafter all the systems shall be deemed to have been taken over by the vendor satisfactorily and no other claim will be entertained.

4.21.2 After expiry of the contract all the machines are to be handed over by the outgoing AMC vendor to the officer in-charge or to the new AMC vendor within 7 working days of expiry of contract in working conditions and a certificate to this effect is required to be obtained from the firm from the concerned officer in-charge of the maintenance and to be produced along with the final claim of the AMC charges. The faults pointed out by new AMC vendor during the inspection before takeover of the Computer systems are to be rectified within next one working day.
4.22 A monthly computerized call reports to be maintained serially for the number of complaints attended on call basis and a report for carrying out monthly routine cleaning of Computer Systems/ Accessories and report of quarterly preventive maintenance shall be furnished to the respective PCRA in-charge of maintenance by the 7th of the following month both in the form of hard copy and soft copy.

4.23 The agreement shall be in force for a period of one year initially, which shall be extendable by a further period of one year on same rates, terms and conditions by giving notice in writing before the expiry of current agreement, if decided upon to do so by PCRA.

4.24 Following tasks are required to be completed by the AMC party:

4.24.1 Timely repair and maintenance of equipments
4.24.2 Quarterly preventive maintenance service, of the equipment under this AMC
4.24.3 Unscheduled, corrective and remedial break down maintenance of the equipment's.
4.24.4 Supply and replacement of all spare parts
4.24.5 Data backup and Data transfer in case of formatting of PCs/ Laptops.
4.24.6 Software Installation.
4.24.7 Complete support is to be provided for LAN at PCRA which includes support for LAN, Servers, Switches and OS i.e. Windows 7/8/10 and Windows Server 2003/2012, ADS, DHCP etc.

4.25 PCRA reserves the right to make any change in the terms and conditions detailed in this tender enquiry.

4.26 PCRA will not be obliged to meet and have discussions with any party or to hear representations.

4.27 PCRA reserves the right to accept or reject any or all bids without assigning any reason thereof.

4.28 AMC vendor has to do all repair works, as far as possible on site. In emergent cases the Contractor will be allowed to take only Five (5) Computers/Peripheral machines for not more than 48 hours at one time. The Computer/Peripheral machines must be repaired / completed in all respect and installed at original site within 48 hrs

4.29 In appropriate cases of taking away the Computer /Peripheral, the PCRA can ask for a standby system.

4.30 The AMC vendor shall not subcontract any part of this contract to a third person without written consent of the PCRA.

4.31 Delay in performance of services shall attract penalty for the AMC vendor
General Terms & Conditions

1.0 DEFINITIONS:

1.1 Unless repugnant to the subject or context of usage, the following expressions used herein shall carry the meaning hereunder respectively assigned to them, namely;

a) "Acceptance of E-Tender" shall mean the Acceptance of Tender issued by the OWNER to the CONTRACTOR, and shall include a letter, telegram or fax of acceptance or other notification of award of work, and a detailed Letter of Acceptance.

b) The "Contract" shall mean the agreement between the parties as derived from the Contract Documents.

c) The "CONTRACTOR" shall mean Agency, Firm or Company selected by the OWNER for the performance of the Contract and shall include its legal representatives, successors and permitted assigns.

d) The "Contract Documents" shall mean the contract documents as defined in Article 1 in the Form of Contract.

e) "Completion" shall mean the successful completion and conclusion of all activities required in all respects to complete the contractual works in accordance with the contract.

f) The “Officer-in-charge” shall mean the officer of the OWNER nominated by the OWNER in writing to act as Officer-in-charge for the purpose of the Contract.

g) "Executive Director" shall mean Chief Executive (howsoever designated) of the Project to which the Contract relates, and if there is no such separate Chief Executive, shall mean the Executive Director.

h) "Order" and “Instruction” shall respectively mean any written Order or Instruction given by the Officer-in-charge or his representative within the scope of their respective powers in terms of the Contract.

i) The expression "Owner" occurring in the tender document shall mean Petroleum Conservation Research Association, a Registered Society under Ministry of Petroleum & Natural Gas and having its office at Sanrakshan Bhavan, 10,Bhikaji Cama Place, New Delhi 110066 and shall include its successors and assigns.

j) "Price Bid" shall mean the Schedule of Rates or Price Schedule annexed to the Acceptance of Tender and shall also include the total cost to the Company.

k) "Security Deposit" shall mean the Security Deposit as specified thereof in the tender document.
l) "Time Schedule" shall mean the Time Schedule for final completion of the Works incorporated in the Contract or as may be extended by the OWNER or Officer-in-Charge.

m) The "Net cost to company" shall, up to calculation of the entire remuneration due to the CONTRACTOR in terms of the contract on successful completion of the work, mean the Total contract value as specified in the Acceptance of Tender, and after calculation of the entire remuneration due to CONTRACTOR under the contract on successful completion of the contract, shall mean the totality of such remuneration.

n) expression “Tenderer” or "Bidder" shall mean the Tenderer who submits the tender for the work and shall include the successors and permitted assigns of the Tenderer

1.2 "Work" and "Scope of work" shall mean the totality of the work / services related to Annual Maintenance Contract of IT Equipments at PS/NR, Delhi.

1.3 "PCRA" shall mean Petroleum Conservation Research Association, located at Sanrakshan Bhavan, 10, Bhikaji Cama Place, New Delhi 110066.

1.4 “Contract” shall mean the contract for the work and shall include the tender document, the Special Conditions of Contract, the attached General Terms & Condition, the accepted Technical / Price Bids.

2.0 INTERPRETATION OF CONTRACT DOCUMENTS:

2.1 In case of irreconcilable conflict in non-technical matters between the provisions in the separate contract documents concerning or governing the same aspect precedence shall be given to the provisions contained in the documents mentioned below in the order in which they are set out below:

a) Formal Contract
b) Acceptance of Tender
c) Price Schedule
d) General Terms & Conditions
e) Instruction to Tenderers / Bidders

A variation or amendment issued after the execution of the formal contract shall take precedence over the formal contract and all other Contract Documents.

3.0 QUANTITIES OF WORK

3.1 The quantities of work stated in the Form of Schedule of Rates do not form part of the Contract and the OWNER shall not be liable for any increase or decrease in the actual quantities of work performed (notwithstanding the percentage of such increase or decrease), nor shall such increase or decrease in the actual quantities form the basis of any alteration of rates quoted and accepted.
4.0 CHANGE IN CONSTITUTION OF THE CONTRACTOR

The CONTRACTOR, whether Proprietary concern, Partnership firm, Private limited Company, shall not make any change(s) in its constitution, by transfer of substantial shareholding or of management (in the case of a company) or by addition or deletion of Partners, change in the terms of Partnership, or make any other material change(s) without prior intimation to and approval of the OWNER.

5.0 MODE OF PAYMENT

All payment(s) by the OWNER under or in terms of the Contract shall be made in official Indian currency only by Electronic Clearance Service (ECS).

6.0 DISCHARGE OF OWNER’S LIABILITY

The acceptance by the CONTRACTOR of any amount paid by the OWNER to the CONTRACTOR in respect of the final dues of the CONTRACTOR under the Final Bill upon condition that the said payment is being made in full and final settlement of all said dues to the CONTRACTOR.

7.0 CLAIMS OF OWNER:

No release or payments of any unadjusted balance of the Security Deposit by the OWNER to the CONTRACTOR as aforesaid or otherwise shall be deemed or treated as a waiver of any right(s) or claim(s) of the OWNER or shall stop or prevent the OWNER from thereafter making or enforcing any claims or any rights against the CONTRACTOR. The claims of the OWNER, if any, against the CONTRACTOR shall continue to survive and shall not get extinguished notwithstanding the issue of Final Certificate and/ or the release of Security Deposit to the CONTRACTOR.

8.0 TERMINATION OF THE CONTRACT

Notwithstanding anything elsewhere herein provided and in addition to any other right or remedy of the Owner under the Contract or otherwise, the Owner shall be entitled to terminate the Contract by written notice at any time during the currency on or after the occurrence of any one or more of the following events or contingencies, namely:

(i) Default or failure by the Contractor of any of the obligations of the Contractor under the Contract, including but not limited to:

a. Failure to commence any work in accordance with the time prescribed in this behalf;

b. Failure to execute the works or any of item in accordance with the Contract;

c. Disobedience of any order or instruction of the Engineer-in-Charge and/ or Site Engineer;
d. Negligence in carrying out the works or carrying out of work found to be unsatisfactory by the Engineer-in-Charge;

e. Abandonment of the works or any part thereof;

f. Suspension of the entire works or any part thereof, for a period of two days or more without due authority from the Owner or Engineer-in-Charge.

g. Commission, permission or sufferance of any other breach of any of the terms, conditions or provisions of the Contract on the part of the CONTRACTOR to be paid, performed and/or observed;

h. Failure to deposit the Initial Security Deposit/ Security Deposit within specified number of days mentioned elsewhere in the E-tender document by the Contractor.

i. Failure to execute the Contract in terms of the Form of Contract forming part the E-tender Documents within 10(ten) days of notice in this behalf from the Owner.

j. If the Contractor is incapable of carrying out the work.

k. If the Contractor misconducts himself in any manner.

l. If there is any change in the constitution of the Contractor (if a firm) or in the circumstances or organization of the Contractor, which is detrimental to the interests of the work or the Owner.

m. Dissolution of the Contractor (if a firm) or commencement of liquidation or winding up (whether voluntary or compulsory) of the Contractor (if a company) or appointment of a receiver or manager of any of the Contractor’s assets and/or insolvent of the Contractor (if a sole proprietorship) or any Partner of the Contractor (if a firm).

n. Distress, execution, or other legal process being levied on or upon any of the Contractor’s goods and/or assets.

o. Death of a Contractor (if an individual)

  If upon any change in the Partnership/constitution of a Contractor’s organization (if a Partnership), the OWNER shall refuse to continue the contract with the reconstituted firm.

p. If the Contractor or any person employed by him shall make or offer for any purpose connected with the Contract any gift, gratuity, royalty, commission, gratification or other inducement (whether money or in any other form) to any employee or agent of the Owner.

q. If the Contractor shall assign or attempt to assign his interest or any part thereof in the Contract.

r. The decision of the Executive Director, as to whether any of the events / contingencies hereof, entitling the Owner to terminate the Contract, has occurred or not, shall be final and binding upon the Contractor.
9.0 PERSONAL ACTS AND LIABILITIES

No Director, officer or other employee of the OWNER shall anywise be personally bound or liable to the CONTRACTOR for the acts, omissions or obligations of the OWNER under the Contract otherwise or be personally answerable to the CONTRACTOR for or in respect of any default or omission in the performance of any act(s), deed(s), matter(s) or things to be observed and/or performed by the OWNER under the Contract.

10.0 TAXES

The CONTRACTOR shall be exclusively liable for the payment of any and taxes now in force or hereafter imposed, increased or modified in respect of any work excluding tax that shall be paid at actual on submission of documentary proof.

11.0 GOVERNMENT REGULATIONS

The CONTRACTOR shall comply with and ensure strict compliance by his/its sub-contractors and agents of all applicable Central, State, Municipal and local laws and regulations and undertakes to indemnify the OWNER from and against all levies, damages, penalties, any payments whatsoever as may be imposed by reason of any breach or violation of any law, rule or regulation and against all actions, proceedings claims and demands arising there from and/or relative thereto.

12.0 LIENS AND LIABILITIES

If at any time there is evidence of any lien or claim for which the OWNER might be or become liable and which in terms of the Contract or otherwise is chargeable to or payable by the CONTRACTOR, the OWNER shall have the right to retain out of any payment then due or thereafter becoming due to the CONTRACTOR.

13.0 JURISDICTION

13.1 case of any dispute or differences arising under and out of, or in connection with the contract, shall be referred to the sole arbitration by an arbitrator appointed under the provision of the Indian Arbitration Act and subject to the jurisdiction of courts in Delhi only

14.0 CANCELLATION

The Owner reserves the right to cancel the Work Order or any part thereof and shall be entitled to rescind the contract wholly or in part in a written notice to the vendor if:

14.1 The Vendor fails to comply with the terms of the Purchase Order.
14.2 The Vendor fails to deliver the goods/services on time and/or replace the rejected goods/services promptly.
14.3 The vendor becomes bankrupt or goes into liquidation.
14.4 The Vendor makes a general assignment for the benefit or creditors.
14.5 A receiver is appointed for any of the property owned by the Vendor.

Upon receipt of the said cancellation notice the Vendor shall discontinue all work on the Work Order and matters connected with it.
The Owner in that event shall be entitled to procure the requirement in the open market.

The Vendor’s liability shall be limited to the extra cost, if any, only so incurred by the Owner for the remaining work done by the Owner. Owner shall be responsible for quality and workmanship thereof.

15.0 OPENING OF BIDS
15.1 Technical Part of the offer (i.e. Part – I: Techno-Commercial offer) shall be opened on the next day of last date for submission of E-tender bid. During the opening only name of Bidder and whether EMD is furnished shall be informed. A committee approved by management will undertake the screening of all the E-tenders based on the pre-qualifying criterion. The bidders must meet all pre-qualifying criterion. No other details/ information shall be given.
15.2 Price Part (i.e Part-II), the Techno-Commercially acceptable bids or Short listed tenderer(s) shall be opened at a later date, after evaluation of their offers. During opening of Price Part name of Bidder and Total prices shall be read. No other details/ information shall be given.

16.0 CONTACTING THE PCRA
16.1 Bidder shall NOT contact the PCRA on any matter relating to its Bid, from the time of opening of Bid to the time a communication in writing about its qualification or otherwise received from the PCRA
16.2 Any effort by the Bidder to influence the PCRA in its decisions on Bid evaluation, Bid comparison may result in the rejection of the Bidder’s Bid.

17.0 AWARD OF CONTRACT
17.1 The PCRA will award the contract to the successful Bidder, out of the Bidders who have responded to PCRA’s tender as referred above, who has been determined to qualify to perform the contract satisfactorily, and whose Bid has been determined to be substantially responsive, and is the lowest evaluated Bid
17.2 Selection of party will be awarded on the overall lowest price (L1) bidder

18.0 TERMINATION
18.1 PCRA shall have right to terminate the work order by giving 30 days written notice to the successful bidder if it found that service level performance are not met except in case of force majeure shall mean wars (declared or undeclared) or revolutions, civil wars, tidal waves, fires, major floods, earthquakes epidemics, quarantine restrictions, freight embargoes and transporter strikes affecting the country or Delhi State as a whole.

19.0 Each tenderer/ bidder shall give a declaration that he/it/they/ is/are not under any holiday/ blacklist declared by the OWNER or by any department of the State or Central Government or by any other Public Sector Organization (as mentioned at Annexure-IX) and that there is no inquiry or case in respect of any
corrupt or fraudulent practice pending against him/it/them.

a) In case he/it/they are under any such list or any inquiry is pending, he/it/they shall in the declaration give full details thereof. Such declaration in respect of a partnership firm or association of persons shall cover every partner or member of association, and in the case of Company, shall cover every Director and Principal Shareholder of the Company and any Holding Company and/or subsidiary Company(ies) if any.

b) If a tenderer is on any such List or if any such inquiry is pending against it/him/them or if the Bidder makes a false declaration, the OWNER reserves the right to reject the Bid, and if the Bid has resulted into a contract, the contract is liable to be terminated.

20.0 The AMC party or its authorized franchisees/authorized service centers alone and no other party shall provide maintenance service of items as mentioned in Annexure-VII during the period of this maintenance agreement. However, the responsibility to fulfill all the obligations to PCRA for its work order would lie wholly with AMC party.

21.0 PCRA reserves the right to increase or decrease the nos. of equipments being offered for AMC at any time. PCRA also reserves the right to make any change in the terms and conditions detailed in this tender enquiry and to start the AMC of a particular equipment from a later date than the other equipments.

22.0 Annual maintenance contracting party is required to compulsorily quote for all the equipments being offered at annexure-X. In case the party has any difficulty in maintaining any of the equipment, it may arrange for subcontracting AMC with prior approval of PCRA, of these equipments. However, the responsibility for proper and timely maintenance of all such equipment would lie with the original AMC party who will be awarded contract by PCRA. Only offers having the AMC rates for all the equipments for which the AMC rates are being asked in the tender enquiry will be considered except in case where the party feels that any of the equipment cannot be maintained in India due to its obsolescence or any other reason and produces a certificate, from the OEM of the computer equipment, clearly stating that the equipment cannot be maintained in India due to what so ever reason.

23.0 There shall not be any employer-employee relationship between PCRA and the personnel deputed by the Annual maintenance contracting party. Annual maintenance contracting party shall keep PCRA indemnified against all penalties, claim and liabilities of every kind for any violation of such acts, laws or regulations etc. By the party or its agents or its staff.

24.0 The Annual maintenance contracting party would be required to maintain an inventory of suitable nos. of spare parts at PCRA’s New Delhi Office to avoid any delay in maintenance of equipments.
25.0 Successful bidder will be required to sign an Annual Maintenance Contract (AMC) agreement with PCRA (mentioned at Annexure-V) after the award of AMC on non-judicial stamp paper of appropriate value to be arranged by Successful bidder.

26.0 The prices quoted for AMC of equipments must be firm:

26.1 The prices quoted must be firm. The vendor is required to give total price on equipment basis inclusive of tax like GST in the price bid.

26.2 All the rates quoted in the quotation should remain firm till Two (2) year from the date of award of annual rate contract.

27.0 AMC Party may raise necessary invoice seven days in advance of the due date of the payment. AMC charges will be payable proportionally on quarterly basis at the end of each quarter on receiving proper invoice.

28.0 In case of any dispute or differences arising under and out of, or in connection with the contract, shall be referred to the sole arbitration by an arbitrator appointed under the provisions of Indian Arbitration Act and subject to jurisdiction of courts in Delhi only.

29.0 The AMC party will indemnify, protect and save the PCRA against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any patent, trade marks, copyrights etc. in respect of the services rendered/ material supplied by them.

30.0 For printers, an engineer well experienced and qualified for repair of printers, will be required. Apart from resident engineer, the vendor shall provide maintenance services from 9.15 AM to 6.00 PM on all working days. Working days are defined as Mondays to Saturdays except intervening holidays. Working hours are defined as 9.15 AM to 6.00 PM. In case of emergency the maintenance services may be required by PCRA beyond the normal working hours including Sundays and Holidays. In such cases, the vendor shall provide necessary services promptly and without any additional charges.

31.0 In case of equipment not being repaired on the same day or next working day, A compatible standby equipment (All standby system, printers and hardware spares, with consumables, if any, should be of same or superior specification) shall have to be provided by the vendor, otherwise penalty may be charged at the rate of AMC charges of one week for that equipment for every day of delay in repairing the equipment. The delay will be counted from the day equipment is reported faulty. In the event of delay in repairing for more than 15 days or any other Violation of contract by non – confirmation to the terms and conditions, PCRA will have the right to terminate the contract without any prior notice.

32.0 All parts required for the maintenance of the equipment and/or correction of faults will be supplied by the vendor without any additional cost.
33.0 The vendor may use new or repaired parts at its sole discretion to maintain the equipment. However, the vendor shall provide a list of all replaced parts to the PCRA on monthly basis.

34.0 The maintenance of all equipment will be undertaken from their present status. PCRA may not provide the equipments in perfect condition at the time of entering into maintenance contract.

35.0 Wherever the vendor provide the solution for the call requires formatting of the machine, the engineer will assist and guide the user regarding the data backup and data restore and will fully ensure the backups and restore in his presence in full consultation with the user. Wherever the user is not able to take the backups and restore, same will be done by the engineer in consultation and in presence of the user. The base operating system should also be loaded along with network configuration. i.e. Operating system like Windows 7/8/10 etc., MS Office, Anti-virus and all PCRA Official Software.

36.0 The vendor has to perform roll out of new software/ up gradation of software. The vendor has to take care of all new Application/Patches/Services rollout and user support e.g. DMS, ADS rollout etc., if any.

37.0 Vendor to provide support for Video Conferencing, Presentations, Seminars and other similar IT based services at our administrative offices or wherever required for non RE based locations also even for full day.

38.0 There are Items which are under Warranty with various suppliers/OEMs. The FM vendor shall provide Comprehensive Software Support on such equipment also besides First Level-Diagnostics for all problems. In case it is a hardware related call which needs support from the supplier (or OEM), the FM vendor shall log complaint & track calls with the supplier/OEM till its closure.

39.0 IT Equipment database maintenance: The Resident Engineer shall maintain database of all IT equipment/components/services including servers (Windows 2008/ 2012, etc.), customized softwares under warranty or AMC with other vendors. The Asset Management Services includes maintenance of asset (hardware/software) database by recording information like Used by, Used for, Configuration, Serial Number, Asset Code, Warranty and AMC etc details and the updated asset details information must be readily available in hard copy as well as in soft copy. Monitoring and management of up gradation and relocation of assets (including software) should also to be performed by Resident Engineer.

40.0 Call Management: The Resident Engineer shall be responsible for logging all complaints, issue of complaint nos., adjudging severity of the problem, rectify problem, replacement of faulty parts, coordination for issue of gate passes for materials out for repairs, receipts of material after repairs, maintaining proper record of the material in/out for AMC services, tracking call status, escalating calls, if necessary to higher levels, generation of call reports and other reports on pending calls etc., analyzing call statistics, logging and following-up with other
vendors for rectification of problems with other equipment under warranty/AMC of other vendor's. The helpdesk shall be responsible for updation of software upgrades/patches on all Desktops/Laptops irrespective whether the equipment is covered under AMC or VM (Vendor Management).

41.0 Project Leader: There shall be one Non-Resident Project Leader for AMC Services for PCRA. The project leader shall act as vendor's single point of interface with PCRA for all issues related to this contract. He/She shall visit the PCRA office, at least once in a month to have a review of status and performance of the FM Services and take necessary action for improvements or as and when required by PCRA. MOM and action taken report, regarding this need to be submit along with the bill invoice at the time of payment.

42.0 Dedicated Backup: The vendor will provide one dedicated backup in the Team which will act as the backup for the resident engineer and should be well aware about the job responsibilities of engineer. The education and experience qualification of resident engineer as mentioned in para 3.8 under General Guidelines will also apply to backup resource. S/He will make minimum Two whole day visits compulsorily on monthly basis to the PCRA for taking the handhold and should keep himself updated regarding the latest developments from time to time. The visit schedule should be properly recorded and informed to PCRA before the start of every month.

43.0 The resident engineer deputed for out location calls of PCRA should be on direct payroll of the company and should carry the valid I-card with them on calls. A proof regarding this to be submitted after award of the contract. The resident engineer deputed for PCRA site should be well versed with the PCRA applications and tools.

44.0 The Vendor shall provide standby system & Peripherals as per Annexure-VI in order to minimize the downtime of the equipment. At the start of this contract the vendor has to submit the items as mentioned to the PCRA’s IT Department against proper receipt with project leader and will be taken back by the vendor after successful execution of the work order.

45.0 The Resident engineers needs to record their attendance in proper format with timings, as per the procedure defined by IT department from time to time.

46.0 Vendor awarded with the order will need sign contact agreement with PCRA IT department on the stamp paper of requisite amount borne by the vendor.

47.0 Preventive Maintenance Schedule: This maintenance agreement also covers the following:

47.1 Safety checks
47.2 Preventive Maintenance
47.3 Rectification of damage or fault arising from normal operation and from aging etc., e.g. by repair or replacing of module, sections, assemblies and components
47.4 The vendor shall carry out preventive maintenance at least once in three months at the site of the equipment.

48.0 **PCRA reserves the right to renew the agreement for a period of one more year after the expiry of the contract on the same rates and terms & conditions.**

49.0 PCRA shall have the right to terminate the Agreement by giving 30 days written notice to the vendor of its intention to terminate the agreement.

50.0 PCRA shall have the right to withdraw any equipment from the AMC without assigning any reasons. In such cases where AMC of equipment has started from a later date than the other equipments, payments against withdrawn/added equipments would be made on pro-rata basis for the period for which AMC was in force.

51.0 In case, satisfactory maintenance services are not provided or the equipments under the scope of the agreement are not set right for more than 15 days due to whatever reason, in addition to penalty as per clause 3.7.1 under General Guidelines, PCRA also has the right to withdraw these equipment(s) from AMC without giving further notice and get the services from a third party or enter into an AMC with a third party. The actual repairing charges paid to the third party or the difference of the charges paid to the said third party and the existing AMC rates agreed with the vendor will have to be borne by the vendor till the expiry date of the Annual Maintenance Contract.

52.0 Termination of the Agreement by PCRA for any reasons whatsoever shall not affect the rights and obligations of the PCRA prior to such termination.

53.0 The vendor shall guarantees that should thereby any violation of the terms and conditions of this agreement or should thereby any passing of, piracy or copying or using or stealing that may be occasioned either directly or indirectly due to the vendor or any person connected to the vendor shall bear all the costs, expenses, damages against PCRA as called upon to bear, expend from any person or persons or through any claims litigation, suits, prosecution, civil or criminal that may be initiated or taken against PCRA by any person or persons. Further the vendor hereby indemnify and keep indemnified PCRA against any such actions, losses, damages, costs, expands, litigation, suits and prosecution, civil or criminal, that may be initiated or taken against PCRA by any person/persons due to any reason of passing of or piracy or copying or using or stealing that may be occasioned either directly or indirectly due to the vendor’s personnel or any person connected to them for ever hereinafter.

54.0 The vendor shall be responsible for anything not included in the Insurance policies above referred to and also for all other negligent or defective carrying out of this Agreement and shall keep PCRA harmless and indemnified.

55.0 Parts covered under the Agreement: All parts of the PCs/ Note Books/Laptops including processor, mother board, Hard Disk, RAM, display card, sound card,
modem card, CD drive, Floppy drive and any other consumable parts/components etc. shall be covered under this comprehensive maintenance agreement. All parts of the Printers, Scanners and DAT Drives and any other parts/components etc., excepting the consumables like printer cartridges/toners, plastic parts. However, physical damages, if any, shall not be covered under this comprehensive maintenance agreement.

56.0 **Parties are advised to inspect the equipments for maintenance to confirm any hardware and Software limitations that may arise due to technological obsolescence of existing hardware and software before quoting and entering into AMC against this tender enquiry. It would be entirely the responsibility of the party to ensure the availability of any spare parts required for the hardware. The party shall take responsibility for imports, if any.**

57.0 No advance payment or payment against Performa invoice will be made. Payment will be made after delivery receipt & confirmation along with relevant documents.

58.0 PCRA, New Delhi reserves the right to reject any or all tenders without assigning any reason whatsoever.

59.0 **Deviation: Generally, deviations are not accepted but if there are any, please indicate in deviation sheet provided in prescribed format at Annexure-III.**

60.0 **Cost of preparation and submission of bids - The tenderer shall prepare the tender at his/its/their own risk and shall bear all the cost of preparing and submitting his/its/their tenders as well as all other costs of tendering for the supply/work/service. The owner shall take no liability for these costs.**

61.0 **Addenda - Addenda to the tender documents may be issued prior to the date of opening of the tender /price bid to clarify/ modify specification requirement of tender terms, all addendum will form part of tender document.**

62.0 **The bidder must possess valid PAN number. Attested copies of the same must be submitted with the technical bid.**

63.0 **In case of any variation in tax or introduction of new tax after submission of bid, the offers shall be evaluated considering the rate/tax as applicable on the date of price bid opening. ** *Goods & Service Tax (GST) certificate to be submitted with technical bid, and wherein in tender document Service tax, VAT, Excise Duty, Octroi, Sales tax and other taxes are mentioned the same be please read as GST.*

64.0 **In case any new tax is introduced after placement of order but within the contractual delivery period the same shall be informed to PCRA alongwith relevant documents.**

65.0 **A company (bidder) shall not be allowed to use the credentials of its parent or any group company to meet the experience criteria.**

66.0 **LABOUR LAWS AND REGULATIONS**
66.1 Without prejudice to the generality of General Conditions of Contract the Contractor shall adequately cover all its eligible employees under the provisions contained in Employees Provident Fund Act, 1952 and subsequent amendment thereof, if any, the Contractor shall furnish a certificate and statement embodying therein all the relevant details in evidence of having complied with the provision of the said Act. It would be obligatory on the part of the Contractor to have necessary PF Establishment Code No. and regularly deposit the provident fund contribution (amount deducted from the employee’s wage and employer’s contribution) for and all eligible employees to the statutory authority. Contractor shall submit the separate monthly list of PF/ESI statement deposit in respect of employees deployed in PCRA.

66.2 Contractor will have to ensure compliance with various provisions of ESI Act, 1948 and keep indemnified the PCRA from and against all actions, claims, demands, liabilities whatsoever under and in respect of the breach of any provision of clauses of the said act.

67.0 Protection of Wages/ Salary to personnel posted for work at PCRA:

67.1 Hardware Engineer & Network Engineer shall have to be paid not less than the minimum wages otherwise applicable to the skilled labour category under the Minimum wages act. of Delhi Govt.. The contractor shall have to provide the proof of payment through bank to the satisfaction of PCRA, along with other statutory documents like provident fund / ESI receipt etc, while submitting the claim invoice to PCRA. (Proof of resident engineer employment is to be submitted).

67.2 The bidder shall release the monthly wages to the deployed personnel on or before 7th of every calendar month by ECS or Cheque. NO cash payment shall be made. Further compliance under Employees State Insurance Act, 1948 and Employees Provident Fund & Misc. Provisions Act, 1952 should be complied.

67.3 PCRA shall not be responsible for any compensation payable due to accident or otherwise to any of the Annual maintenance contracting party’s personnel. The Annual maintenance Contracting party will accept full and exclusive responsibility for the wages, PF, Bonus, Medical, Leave, accommodation, conveyance, weekly off, OT or any other claims/damages for the personnel deployed by the party for the AMC services including any statutory obligations under the law now and hereinafter imposed by the Government or local bodies.

67.4 Rate deduction: In case salary not release to all deployed personnel on or before 7th of every calendar month, an amount of Rs. 200/- per person per day shall be charged as rate reduction.
68.0 Contractor's Obligations:

68.1 Contract employees working with PCRA shall maintain confidentiality data/information during and after expiry of contract period.

68.2 The agency/company shall be responsible for the orderly and discipline behaviour of his employee towards all PCRA employees. The contractor shall be bound to withdraw any contract employee responsible for misconduct and if found not performing up to the expectation of the PCRA officers.

68.3 The agency/company shall insure that any dispute between him and contract employee(s) is settle outside the company premises and he shall in no way utilize the PCRA’s premises, property etc. for this purpose.

69.0 Engagement of Manpower:

69.1 The successful bidder will also be required to provide replacement whenever Engineers goes on leave, fall ill, remains absent and such similar situations otherwise penalty will be imposed against successful bidder. See the penalty clause no. 3.7.4 under General Guidelines.

69.2 The contractor shall exclusively be liable and responsible for his employees, whether they are engaged directly or otherwise, and their wages, P.F., etc.

69.3 The bidder shall make regular payment of wages / salaries and other payments to his employees and furnish necessary proof regularly and as and when demanded by the Officer-in-Charge.

69.4 Proper records shall be maintained by the bidder with respect to the above Acts and such other Acts as may be applicable to Contractor’s working and his workmen which would be subject to check, from time to time, by the Officer-in-Charge. The contractor shall also give a copy of the appointment letter issued by him to his employees, Police verification report and such other reports, which may be required from time to time.

69.5 The contractor shall maintain a register showing names and address of the persons engaged along with photographs of each person and shall produce the same for inspection on demand by Officer-in-Charge or such other persons so authorized by the PCRA.

69.6 The contractor shall issue identity cards bearing photographs of his employees for gate entry and shall exhibit prominently during working hours. The contract staff shall also be liable for search on entry/ exit.

69.7 Contractor shall ensure that the persons so deployed do not allow any property of the PCRA to be taken out of the premises without a Gate Pass signed by the designated officials of the PCRA. As a safeguard against any dishonesty, connivance and /or ulterior motive, the specimen signature of the officials designated and authorized to sign the Gate Pass will be intimated in writing to the Contractor along with subsequent changes, if any. The Director
or designated officer of the PCRA shall make suitable arrangement to ensure compliance

69.8 Each resident engineer & Network Engineer will be provided with basic toolkit also including RJ-45 Network LAN cable Crimper Plier, Digital Multimeter, sets of screw driver, Nose plier and Soldering kit etc. within 15 days of award of Work Order, A Penalty of Rs.50/ day will be imposed for delay afterwards.

70.0 Period of Validity of Bid:

- Bid shall remain valid for a period of 90 days, from the due date of bid submission. Any bid valid for a shorter period shall be rejected as non-responsive.
- In exceptional circumstances, PCRA may solicit bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security shall also be suitably extended. A bidder granting the request is neither required nor permitted to modify the bid.

71.0 The EMD will be forfeited

a) If a bidder fails withdraws his offer during the validity of offer as specified in tender.

b) Successful bidder, if fails:
   i. To furnish performance guarantee in form of security deposit
   ii. To accept the purchase order as per tender conditions.

72.0 Document to be enclosed with the Tender in Techno-Commercial bid:

72.1 **Valid ISO 9001: 2008 certificate that ascertains that vendor is certified in the field of Computer maintenance and AMC.**

72.2 **Self-attested copy of Certificate of Incorporation from Registrar of Company and copy of Memorandum & Articles of Association.**

72.3 **Self-attested copy of GST Registration certificate of the state or central from where the billing will be done.**

72.4 **Self-attested copy of PAN number**

72.5 **Self-attested copy of Purchase Order, Turn Over & Completion Certificate as per pre-qualification criteria**

72.6 **Scanned copy of the EMD, when submitted in the e-procurement system of CPPP, Govt. All Small Scale Industry (SSI) units registered with NSIC/MSME for this item as per specification are exempted from the EMD. They have to attach the legible scanned copy of valid registration document/exemption certificate.**
72.7 The Power of Attorney or Authorization, or other document constituting adequate proof of the ability of the signatory to bind tenderer shall be provided.

72.8 Declaration certificate that he/she/it/they/is/are not under any holiday/blacklist declared by the OWNER or by any department of the State or Central Government or by any other Public Sector Organization – Annexure-IX.

72.9 Submit Declaration Certificate (bidders regarding relation with PCRA) – Annexure – VIII.

72.10 To submit scan copy of complete Tender Document along with annexures in original duly filled in and signed and stamped on each page.
ANNEXURE – III

DEVIATION STATEMENT

We certify that, except for the following deviations all other clauses, terms, conditions and specifications mentioned in the tender are complied with.

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Clause/ Sub Clause No.</th>
<th>Deviation</th>
<th>Remark (Including justifications)</th>
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</tbody>
</table>

Where there is no Deviation the statement should indicate “No Deviations”. Blank statement shall be treated as vendor has “No deviation”.

Place:                               Authorized Signature

Date:                                 Name:

Title:
ANNEXURE – IV

FORMAT FOR PERFORMANCE BANK GUARANTEE

BANK GUARANTEE

To,

Petroleum Conservation Research Association
(Ministry of Petroleum and Natural Gas, Govt. of India)
Sanrakshan Bhawan, 10 Bhikaji Cama Place,
New Delhi

Tender No. PCRA/IS/AMC/643A

In consideration of Petroleum Conservation Research Association (Ministry of Petroleum and Natural Gas) (which expression shall include its successors and assigns) having award M/s _______ having its Registered Office at ______________________ (hereinafter referred to us “the suppliers” which expression shall include its successors) a work order in terms, inter alia, of the PCRA’s work order No. PCRA/IS/AMC/643A dated dd.mm.yyyy for ___________________________ at Petroleum Conservation Research Association, Bhikaji Cama Place, New Delhi (hereinafter called the “said contract” which expression shall include any all formal contracts entered into in addition to in suppression of the said work order and all amendments and modifications in the said work order upon the conditions of contract furnishing an undertaking from the bank as hereinafter appearing in the sum of Rs._____/- (Rupees XXXXX.YY only) amounting to 10% of the total work order value for the payment of the PCRA’s claims under the contract.

We __________________ (hereinafter called “the Bank” which expression shall include the successors, and assigns) hereby undertake to pay the PCRA in rupees forthwith on the first demand in writing and without protest or demure or proof or condition any and all money anyway claimed by the PCRA from the supplier under in respect of or in connection with the said contract furnishing an undertaking from the bank as hereinafter appearing in the sum of Rs._____/- (Rupees XXXXX.YY only).

Notwithstanding anything contained herein:–

1. Our liability under this Bank Guarantee shall not exceed Rs._____/- (Rupees only). This Bank Guarantee shall be valid up to dd.mm.yyyy.
2. We are liable to pay the Guaranteed amount or any part thereof under this Bank Guarantee only & only if you serve upon us a written claim on demand on or before dd.mm.yyyy.

Name and Designation
Name of the bank
ANNEXURE – V

Form of Contract Agreement

1. This agreement is made this day…………………………between……………………………………(name of company) herein after called the first party which expression shall include his heirs, executors and administrators/ their successors and Petroleum Conservation Research Association (HQ), herein after called “PCRA”, the second party, through Director (IS), PCRA, New Delhi herein after include his successors and assignees, shown as under:-

2. That WHEREAS the first part shall and will execute the work described as “Comprehensive Maintenance of PCs, Ethernet LAN, Servers, Printers, LAN Switches, Routers, UPS and other IT Items “ in Petroleum Conservation Research Association, New Delhi details of which are given in this office tender notice .....................................dated ………..at the rated quoted by .........................vide their tender............. dated ............. and as per all the terms and conditions given in notice Inviting Tender (NIT) dated...........which shall become part and parcel of this agreement.

3. That the first party would submit each time the following along with their pre-receipted bills in duplicate in support of their claim:-

   (a) Monthly call reports with date and time of call, nature of fault, cleared date and time, user details with signature and designation stamp of the authorized signatory not less than the level of Director (IS) or any other equivalent or higher officers as the case may be and a authorized by the IT Cell officers later.

   (b) Monthly summary of faults as a replica of call reports in RDBMS (either in Excel/spreadsheet format as per the structure devised by PCRA IT Cell) for detailed fault analysis.

   (c) User wise log book.

   (d) Preventive maintenance reports for each quarter from all the users whose PCs and Peripherals are under AMC, duly signed by the authorized signatory as above.

4. That WHEREAS, the second party shall and will pay on pro-rata basis, based on the numbers of PCs and peripherals taken over, to the first party a sum of Rs…………………, per annum for those PCs and peripherals mentioned in the NIT commencing from …………….. as per payment terms stipulated in tender document.

5. In accordance with the NIT this agreement is made for a period of one years from ...............,

IN WITNESS THEROF THE ABOVE MENTIONED PARTIES HAVE PUT THEIR SIGNATURES ON THIS .................DAY OF......................, TWO THOUSAND.................................

Witness For AMC Vendor

Witness For PCRA
List of Spares to be stocked at site

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<tr>
<td>2</td>
<td>RAM DDR-2, 1GB</td>
<td>01</td>
</tr>
<tr>
<td>3</td>
<td>RAM DDR-3, 1GB</td>
<td>02</td>
</tr>
<tr>
<td>4</td>
<td>500 GB HDD SATA</td>
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<td>USB Keyboard</td>
<td>02</td>
</tr>
<tr>
<td>6</td>
<td>USE Mouse</td>
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# List of Equipments under AMC

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<th>Equipment</th>
<th>Make</th>
<th>Qty.</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Desktop PC+TFT Monitor + Keyboard + Mouse</td>
<td>HCL Infiniti M A355 Pro</td>
<td>9</td>
</tr>
<tr>
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<td>Desktop PC+TFT Monitor + Keyboard + Mouse</td>
<td>Lenovo CPU Think centre M93P</td>
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<td>Compaq SG3153IL</td>
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<tr>
<td>4</td>
<td>Desktop PC+TFT Monitor + Keyboard + Mouse + Ext. Speakers</td>
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<tr>
<td>5</td>
<td>Server + TFT Monitor + Keyboard + Mouse</td>
<td>IBM X Series 236, Intel Xeon</td>
<td>1</td>
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<tr>
<td>6</td>
<td>Laptop</td>
<td>HP 6530s (Intel C2d, 2gb RAM, 320gb HDD)</td>
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<tr>
<td>7</td>
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<td>HCL ME Laptop 39 (Intel C2d, 3gb RAM, 320gb HDD)</td>
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<tr>
<td>8</td>
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<tr>
<td>9</td>
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<td>Lenovo B490 (intel i5, 4GB RAM, 500 GB HDD)</td>
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<td>10</td>
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<td>Lenovo G450 Laptop (Intel C2d, 3 GB RAM, 320GB HDD)</td>
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<td>Laptop</td>
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<tr>
<td>12</td>
<td>Laser jet Printer</td>
<td>HP 1008</td>
<td>14</td>
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<tr>
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<td>Laserjet Printer</td>
<td>HP 1020</td>
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<tr>
<td>14</td>
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<td>16</td>
<td>Laserjet Printer</td>
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<td>17</td>
<td>Laserjet Printer</td>
<td>samsung 1710</td>
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<td>18</td>
<td>Laserjet Colour printer</td>
<td>HP 1215</td>
<td>1</td>
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<td>All in one Printer</td>
<td>Officejet L7408 all-in-one</td>
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<td>21</td>
<td>All in one Printer</td>
<td>Hp deskjet 1050</td>
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<td>27</td>
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<td>Switch</td>
<td>D link Des-1024D 24 Port</td>
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<td>29</td>
<td>Switch</td>
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<td>36</td>
<td>Wifi Router</td>
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<td>37</td>
<td>KVM Switch</td>
<td>KVM 8 port:10085-16</td>
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<td>38</td>
<td>DVD Duplicator</td>
<td>DVD Copier (1.7)</td>
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**Network Items:**

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<th>Qty</th>
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<tr>
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<td>PVC Conduit laying work – per 100 meters including cost of PVC Conduit</td>
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<td>2</td>
<td>CAT-6 Cable laying work – per 100 meters including cost of CAT-6 branded cable</td>
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<td>3</td>
<td>I/O box fixing - per item including cost of RJ-45, I/O connector, plate, box and punching of I/O connector</td>
<td>1</td>
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</table>
ANNEXURE - VIII

DECLARATION BY THE BIDDER REGARDING RELATION TO PCRA DIRECTORS

a. Are you a relative of any Director of PCRA?
   
   Yes    No

b. Is any Director of PCRA or his relative a partner in your firm?
   
   Yes    No

c. If answer is YES for any of above (a & b) please furnish detail:
Annexure-IX

(format of undertaking, to be furnished on company letter head)

SELF DECLARATION FORM
Tender Notice No: PCRA/IS/AMC/643A

To,

The Joint Director (IS)
Petroleum Conservation Research Association
Ministry of Petroleum & Natural Gas (Govt. of India)
Sanrakshan Bhawan, 10, Bhikaji Cama Place,
New Delhi – 110066.

Sir,

We hereby confirm and declare that we, M/s _____________________________, is not blacklisted/ De-registered/ debarred by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency for which we have Executed/ Undertaken the works/ Services during the last 10 years

For________________________
(Name & Signature of the bidder with Seal)

Place:

Date:
Part - II

(Price bid)
**ANNEXURE – X**

**TENDER NO:** PCRA/IS/AMC/643A

**Price Bid**

**Section A**

<table>
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<th>S.No.</th>
<th>Item Description</th>
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<th>Qty. (D)</th>
<th>Unit</th>
<th>Rate per Unit (in Rs.) (E)</th>
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<td>Unit</td>
<td>Rate per Unit (in Rs.)</td>
<td>Total Price (in Rs.)</td>
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<td>Hp deskjet 1050</td>
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<td>HP Scanjet G3110</td>
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<td>1.28</td>
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<td>D link Des-1024D 24 Port</td>
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<td>1.29</td>
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<td>Catalyst 2900 Series XL 24 Port</td>
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<td>Cisco 24 Port Standard SF90</td>
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<td>S.No.</td>
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<td>Make</td>
<td>Qty.</td>
<td>Unit</td>
<td>Rate per Unit (in Rs.)</td>
<td>Total Price (in Rs.)</td>
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<td>Linksys E1200</td>
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<td>KVM 8 port:10085-16</td>
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<td>1.38</td>
<td>DVD Duplicator</td>
<td>DVD Copier (1.7)</td>
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**Section B (Network Items)**

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<th>S.No</th>
<th>Work Description (A)</th>
<th>Unit (B)</th>
<th>Rate per unit (C)</th>
<th>Total Amount (Rs.) (C x B)</th>
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<tbody>
<tr>
<td>2.01</td>
<td>PVC Conduit laying work – per 100 meters including cost of PVC Conduit</td>
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<td>2.02</td>
<td>CAT-6 Cable laying work – per 100 meters including cost of CAT-6 branded cable</td>
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<td>2.03</td>
<td>I/O box fixing - per item including cost of RJ-45, I/O connector, plate, box and punching of I/O connector</td>
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**Section C (Resident Network & Hardware Engineers)**

<table>
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<th>S.No</th>
<th>Resource Description (A)</th>
<th>Numbers of resources (B)</th>
<th>Rate per unit (C)</th>
<th>Total Amount (Rs.) (B x C)</th>
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<tr>
<td>3.1</td>
<td>Resident Hardware Engineer for 12 months</td>
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<td>3.2</td>
<td>Resident Network Engineer for 12 months</td>
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4 GST

**Grand Total (including GST)**
Instructions to bidders for entering data in the Bill of Quantity (BOQ):

- The Registered Bidders are requested to download Digitally Signed BOQ as a protected excel file format from CPPP website i.e https://eprocure.gov.in/eprocure/app. And also bidders are requested to Fill the amount carefully in the BOQ format and upload the same in CPPP website.
- Bidders shall quote their prices in Indian currency as specified in BOQ/price part (Part-II)
- Bidders should carefully quote Component for Basic Rate (per unit) relevant column. The Total amount will be calculated automatically with number of quantity.
- Bidders should quote GST on (overall Basic unit rates) in the GST column only (i.e S.No.4).

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