

Bid Corrigendum

GEM/2022/B/2372836-C1

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the bid document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions:

Buyer Added Bid Specific Additional Terms and Conditions

1. **OPTION CLAUSE:** The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.
2. **Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.
3. Duration of the service contract may be extended up to 6 months beyond the initial contract duration (subject to satisfactory performance and mutual consent).
4. **OPTIONAL SITE VISIT:**
 1. The Bidder is advised to visit and examine the installation site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid. The costs of visiting the site shall be borne by the Bidder. yes
 2. The Bidder representative shall be allowed entry upon consignee premises for such visits, only upon the express conditions that the Bidder will release and indemnify the Buyer and Consignee against all liabilities arising out of such visit including death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of such visit.
 3. The Bidder shall not be entitled to hold any claim against Buyer for noncompliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.
5. **PAYMENT OF SALARIES AND WAGES:** Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.
6. Buyer uploaded ATC document [Click here to view the file.](#)
7. Bidders can also submit the EMD with Account Payee Demand Draft in favour of Indian Statistical Institute payable at kolkata.
Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.
8. Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of Indian Statistical Institute payable at kolkata. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.
9. Buyer Added text based ATC clauses

ANNUAL MAINTENANCE SERVICE FOR COMPUTING DEVICES AND PERIPHERALS

1. Introduction about the Project/Services being proposed for procurement:

Indian Statistical Institute (ISI), Kolkata is seeking submission of bids by experienced, reputed and qualified Firms / Vendors (Bidders) having sound financial and relevant technical capabilities for signing an on-Site Comprehensive Annual Maintenance Contract (CAMC) of its various computing devices (including desktops, laptops, all-in-ones and like), printers (including monochrome, color, multi-functional devices and like), and scanners of Indian Statistical Institute (ISI), Kolkata Campus for one year from the date of the placement of Work Order. The CAMC may be extended further (not exceeding two additional years) based on the performance of the selected vendor and availability of necessary fund.

2. Instruction to bidders:

- (i) An undertaking about the unconditional acceptance by the bidder of Terms and Conditions as stipulated in the tender document is to be uploaded along with the bid. Bids submitted without this undertaking are liable to be cancelled.
- (ii) The selected Company/vendor will provide a team of **three (3)** Resident Service Engineers/ Technicians with 10+2 level pass as their minimum educational qualification and having experience of at least ten years in maintaining similar computer hardware including printers, scanners etc. The team should be headed by a senior person having certificates of successful completion of training programs in relevant areas from recognized organizations. The rates of their wages must be decided as per the rules of The Ministry of Labour & Employment, GOI. ESI and EPF amount paid to the statutory authorities by the contractor shall be reimbursement on actual basis on submission of claim and after verification of documentary evidence.
- (iii) The selected Company/vendor must maintain sufficient stock of systems / devices / spares for various items under Comprehensive AMC as defined in ANNEXURE - I, in the premises of ISI at their own cost and risk. Moreover, if any faulty hardware is replaced with suitable hardware component from the stock, the stock should be immediately replenished to maintain adequate spare as defined in this ANNEXURE, till the original hardware is returned / replenished after rectification.
- (iv) The number of devices under this CAMC may vary from time to time within a year because during the life time of the present contract a machine may be deleted from the list due to its replacement by a new computer for whatsoever reason its user may have. On the other hand, new devices may be added to the list in the midway of the contract period because the devices which are under warranty at the time of signing the new contract may get out of warranty before the completion of another year necessitating its inclusion in the list for CAMC.
- (v) This tender notice guarantees that the minimum number of devices under this CAMC in any of the four quarters of the year will be 1950. The payment for a quarter will be based on the maximum number of devices under the list during that particular quarter and if for some reasons this maximum number becomes less than 1950, then the payment amount will be computed on the basis of 1950 number of units, which is the minimum guaranteed number of devices under the CAMC.
- (vi) The company shall ensure to abide by the copyright, intellectual property rights and other relevant laws of the land as applicable towards any replacement as and when needed.
- (vii) The selected vendor shall by default indemnify ISI from any violation of laws in course of their providing the services towards this CAMC.

(viii) The bidder should quote the Rate on per unit device per quarter basis and the same must be inclusive of all associated charges and levies etc. The rates quoted will remain in force for the full period of the contract. Any demand for revision of rate on any account may not be entertained during the contract period.

(ix) The CAMC can be extended two times and each time, for a maximum period of one additional year on the same terms and conditions of the existing contract based on mutual agreement. No change in the original terms and conditions including the rate quoted may be entertained during such extensions for additional years.

3. Pre-qualification criteria:

(i) The Company/vendor must be a Limited Company. It should be registered with the Registrar of Companies under the Indian Companies Act 1956 with an Annual Turnover of not less than Rs. 12.5 lakhs during at least three financial years in the span of last 5 years (2017-18 to 2021-'22). For documentary evidence of Annual Turnover, copies of Audited Balance Sheet and Profit & Loss Account for the last five financial years or certificate from a Registered Chartered Accountant of last five Financial years and certificate of incorporation are to be submitted.

(ii) The Company/vendor must have a fully functional registered head/branch office in Kolkata. Supporting valid documents must be submitted for evaluation.

(iii) The Company/vendor must have profit / positive Net Worth during each of the last 3 (three) financial years (2019-20, 2020-21, 2021-22). Supporting valid audited report must be submitted for evaluation.

(iv) The Company/vendor should have a previous experience in maintenance of similar computer hardware devices of Government/Autonomous Bodies/Institutions/ Public Sector Undertaking/Educational Institutions/Corporate through obtaining a single order in each of three years for minimum **1600 devices** comprising desktops, laptops, printers and scanners during the last 5 financial years. Supporting valid documents must be submitted for evaluation.

(v) The Company/vendor should submit self-attested photocopies of documents related to allocation of its Registration Number, PAN Number, GST registration number, Income Tax clearance certificate, Professional Tax Payment Receipt (if applicable) and similar receipts of any other applicable Tax etc.

(vi) The Company/vendor should submit certificates of satisfactory completion of similar annual maintenance job of minimum 1600 devices comprising each of desktops, laptops, printers undertaken during the last 5 years from at least 2 Government/ Autonomous Bodies/Institutions/Public Sector Undertaking/Educational Institutions / Reputed Corporate in last 5 financial years. ISI reserves the right to verify the Bidder's previous performance through any other available report from any Govt. Department/ Quasi Govt. Dept / PSU / Board of Council or similar organization at their own discretion.

(vii) Bidder who has been blacklisted by any organization including ISI in the past is not allowed to participate in this bidding procedure. The Bidder shall be required to give a declaration in their letter head that they have never been blacklisted by any Academic institution/ Government Agencies / Govt. Department / Quasi Govt. Dept / PSU / Board / Council or similar organization. ISI reserves the right to verify the Bidder's previous performance through any other available report. Suppression of facts will be subjected to legal actions.

(viii) ISI reserves the right to cancel any or all applications without assigning any reason thereof.

4. Scope of Work:

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(i) Comprehensive Annual Maintenance Contract (CAMC) for various computing devices (including various types of Desktops, Laptops, All in Ones etc.), Printers (including Multifunction Printer etc.) and Scanners. A summary of the tentative list of these devices is attached in ANNEXURE- II to give an idea of the proportionate numbers of different types of devices to be placed under this CAMC. **No Apple product is a part of this CAMC.**

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(ii) The selected Company/vendor would be responsible for breakdown maintenance / repair including but not limited to replacement of spares, parts, modules, sub - modules, assemblies, sub-assemblies etc. within 24 hours of notification. The faulty components shall become the property of the vendor and the vendor shall clear such defective components from the premises of ISI through a gate pass. The replaced components shall become the property of ISI for all future reference and should take necessary action for suitable entry in a record book to be kept in the Office of the Computer and Statistical Service Centre (CSSC).

(iii) The selected Company/vendor shall have no obligation to repair a device or its part which is non-functioning clearly due to physical damage, natural calamity and/or burnt cases.

(iv) For the purpose of repairing or more accurate diagnosis of the problem with a device under the CAMC, the selected Company/vendor, if required, may carry the faulty equipment / system / component to their premises at their own cost including transportation etc. Since in such a case, the vendor may not be able to make the system usable as before within the time limit of 24 hours, a suitable / compatible replacement against the faulty part / system should be provided within 24 hours of the notification of the problem.

(v) The selected Company/vendor has to make a schedule of quarterly preventive maintenance and cleaning of all the devices under the maintenance contract within the first quarter after the work order comes into force, and shares the same with both the concerned users and the Office of the Computer and Statistical Service Centre (CSSC) of ISI. Each time the preventive maintenance or cleaning of a device is carried out, signature of the user (or his/her office) with date should be collected on a register to be maintained for the purpose.

(vi) The consumable items such as Printer Head, Power Adapter (printer & scanner only), Printer cartridge and papers as well as laptop battery are out of the scope of this agreement.

(vii) In the situation of irreparability (a condition where the vendor feels that they can't repair an item under CAMC due to some or other reason) of an item / component which is under purview of this contract, the vendor shall have to replace the item / component with an equivalent / higher grade component / device. The replaced item in such an event shall become the property of ISI & the irreparable item shall become the property of the vendor.

(viii) Whether a defective item or component should be replaced or repaired shall be entirely a decision to be taken by the selected vendor. However, such replacements must be made using components of similar quality from same OEM by the vendor without claiming any extra charge from ISI. Genuine parts / components of original make of similar configurations must be used for such replacements. Any deviation from the above condition must be approved by the Head of CSSC on production of satisfactory documentary proof of non-availability and compatibility by the selected vendor. In any case, the selected vendor must produce the Cash Memo's/Certificate/Document in proof of providing genuine components towards replacement of the faulty ones on demand.

(ix) Resident Engineers/Technicians may seek assistance from in-house service personnel

whenever services towards software deployment, patch update, antivirus and internet connectivity related issues etc. will be required to solve a problem. However, if any hardware component gets changed, installation of its drivers etc. will be the responsibility of the vendor.

5. Special Terms and Conditions (STC) of the Contract:

(i) The selected company for CAMC must furnish a performance security to ISI for an amount of 3% of contract value in the form of Bank Guarantee from any nationalized bank within 15 days of the issue of Work Order towards the CAMC to the Service Provider. The Performance Guarantee should be for period of 14 months. If the work order is not executed as per the details stated in the tender document, then the bid security may be forfeited.

(ii) In case of any extension of the validity of the work order for the CAMC, the performance security is to be extended accordingly by the selected vendor.

(iii) The Performance Security Bond will be returned back to the selected vendor by ISI within two months of the expiry of the CAMC Contract upon a written request from the vendor in this regard.

(iv) Resident Technicians / Service Engineers should share their mobile phone number with concerned officials of ISI to ensure their convenient accessibility as and when needed.

(v) Each on-site Resident Technician / Service Engineer must be equipped with necessary tools and components for providing day-to-day hardware support services.

(vi) The on-site Resident Technician / Engineers will be provided necessary office space with furniture and electric power connection by ISI and they should be available in the Institute / Office during Monday to Friday from 10.00 AM to 6.30 PM for attending and redress of complaints as and when these will be forwarded to them by the designated official of ISI through email. Updates on the status of the solution of the complaint should be posted at regular intervals unless and until the case gets closed through satisfactory solution.

(vii) The on-site Resident Technicians / Engineers **should sign a separate attendance register** (to be kept at the Office of CSSC) by recording the time upon their arrival as well as at the time of their leaving the Office. If a Technician / Engineer fail to sign the register latest by 10:30 AM, then it will be considered a half-day leave provided it is signed before 12:00 in the noon and otherwise it will be treated as a leave without prior intimation. Also, if it is absolutely needed to leave the office early but not earlier than 2:30 PM, then a half- day leave may be granted by the concerned official of the Institute.

(viii) The maximum number of monthly and annual leaves with intimation that may be allowed to a Resident Technician / Engineer is two and eighteen respectively.

(ix) ISI shall have the right to deduct a penalty of Rs.750/- per day per person from the quarterly payment to the selected vendor, if one of them remain absent / on leave on any of the working days without prior intimation by email and without required arrangement for keeping the service unaffected due to such absence from the duty. However, the vendor should ensure that the number of such Resident Technicians / Engineers should not be less than two on any of the working days. If, for any reason whatsoever, similar situation of absence takes place, ISI may deduct a penalty of Rs.1500/- per day per person from the quarterly payment to the selected vendor.

(x) The on-site Resident Technicians / Engineers need not to attend the Office on Institute's

holidays unless it is particularly required due to some special circumstances and the same is intimated to them through email.

(xi) It will not be open for the contractor to refuse maintenance of any equipment listed in ICT equipment details after the last date of submission of the tender.

(xii) A service request must be attended within 30 minutes of its reporting through an email forwarded by the concerned official of ISI during Monday to Friday from 10 AM to 6 PM and same must be solved within next 24 hours. In case of delay in solving problem within 24 hours, a standby device needs to be installed within 24 hours of reporting the call.

(xiii) Immediately on award of the contract, the Vendor should sign an agreement jointly with ISI on a non-judicial stamp paper stating the conditions of the contract in details.

(xiv) In case of the vendor backing out in the mid-terms of the validity of the contract period, without any explicit consent of ISI, the company will be liable to return all the devices in working condition which are under repairing at their possession. In such a situation, any dues of the vendor pending with ISI may be forfeited. Also, the vendor will be blacklisted by ISI.

(xv) The above act of backing out in the mid-term would automatically debar the company from any further dealing with ISI and EMD/performance guarantee amount may also be forfeited.

(xvi) No advance payment in any case would be made to the Company. However, quarterly payment will be processed only after receipt of all relevant documents.

(xvii) The tender / work order is not transferable.

(xviii) The vendor shall be responsible for any loss or damage caused to any of the machines owing to negligence on its part. The contract will be on comprehensive basis include repairs and replacement of spare parts without any extra payment.

(xix) Any kind of outsourcing or offloading of the job under the work order to any another agency will not be acceptable.

(xx) ISI reserves the right to accept or reject any or all tenders without assigning any reasons.

(xxi) No subletting of contract shall be allowed at any point of time of the validity of the contract period.

(xxii) Resident Technician / Engineer's must be in the bidder's direct payroll, documentary evidence (Salary Slip, EPF & ESIC) must be produced along with quarterly bill.

(xxiii) In the event of any dispute or difference arising out of or in connection with the tender, the same shall be settled amicably by mutual consultation. If such resolution is not possible then the unresolved disputes or differences shall be referred to Arbitration as per the Indian Arbitration

and Conciliation Act, 1996. All disputes in this connection shall be settled in Kolkata jurisdiction only.

6. Payment Terms:

Payment will be processed on quarterly basis after the end of each quarter on production of invoice and all relevant documents. The invoice amount (inclusive of all taxes) minus the sum of penalty (if any) and TDS will be paid to the Company in online mode. The Vendor will submit their account details in advance.

7. Penalties:

In addition to the penalty clause as per the Service Level Agreement, the following penalty will also be applicable:

90% of the service requests should be resolved within 24 hours. In case of failure to set right the computer within 24 hours, a standby machine should be provided to the user. In case such delays beyond 24 hours take place in more than 10% cases, then downtime penalties will be levied on the vendor at the following rates:

- (i) Desktop computer/ All-in-One / Laptop: Rs. 150/- per unit per day
- (ii) Multi-functional Devices: Rs. 100/- per unit per day
- (iii) Printer : Rs. 75/- per unit per day

In case of failure of the Vendor to rectify any of the reported defects within 15 days, the Institute may get the same rectified at the risk and cost of the agency. The cost incurred due to such action taken by the Institute will be levied from the next installation of payment to be made to the Vendor.

If the agency repeatedly fails to rectify the faults for a period exceeding 15 days, apart from the repairs at the risk and cost of the vendor, the Institute may terminate the contract of the agency forthwith and payments may be withheld.

8. Project Experience and Qualifying Criteria Requirement: Technical Resources must have the minimum experience of at least ten years in similar hardware maintenance jobs along with 10+2 level pass certificate. The Head of the group should have completed certificate course(s) in related areas from recognized organization(s).

ANNEXURE - I

List of SPARES / ASSETS for the Stock to be Maintained

Mandatory spares to be kept onsite (must be new & Original – case specific)

Sl. No.	Item Description	Minimum Qty.(Nos.)
1.	Desktop PC (Min core i3-8th Gen, 8 GB DDR4 RAM, 1 TB HDD, DVD RW, Keyboard, Mouse with 20" LED monitor)	5 nos.
2.	LAPTOP((Min core i3-8th Gen, 8 GB DDR4 RAM, 1 TB HDD, DVD RW with min 14" screen)	2 nos.
3.	Motherboard(Part No. will be shared with L1 Bidder	2 nos.
4.	SMPS(Part No. will be shared with L1 bidder	4 nos.
5.	Keyboard(HP/Dell/Logitech)-USB	20 nos.
6.	Mouse (HP/Dell/Logitech)-USB	20 nos.
7.	HP Single Functional Laserjet Printer	2 nos.
8.	Desktop HDD (1 TB)	10 nos.
9.	LAPTOP HDD(1TB)	5 nos.
10.	RAM (Desktop) DDR3 and DDR4 (4GB)	(4+4) nos.
11.	RAM (Laptop) DDR3 and DDR4 (8GB)	(2+2) nos.
12.	Monitor (20 inch)	2 nos.
13.	Internal LAN card	2 nos.

ANNEXURE - II

SUMMARY OF A TENTATIVE LIST OF DEVICES TO BE PLACED UNDER THE CAMC

DESKTOP COMPUTERS

Sl.	Make	No. of units
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No.		
D-1	HP	674
D-2	DELL	155
D-3	ASSEMBLED	12
D-4	LENOVO	58
D-5	LG	5
D-6	ZENITH	2
D-7	IBM	9
D-8	ACER	27
D-9	COMPAQ	13
D-10	iBall	1
D-11	KBS	3
TOTAL		959

ALL-IN-ONE

Sl. No.	Make	Final
A-1	LENOVO	32
A-2	HP	1
TOTAL		33

LAPTOPS

PRINTERS

Sl. No.	Make	Final
P-1	HP	365
P-2	DUPLET	1
P-3	ZEBRA	1
P-4	EPSON	5
P-5	CANON	52
P-6	BROTHER	6
P-7	SAMSUNG	6
P-8	PANASONIC	1
P-9	XEROX	3
P-10	TOSHIBA	1

TOTAL	441
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SCANNERS

SI. No.	Make	Final
1	CANON	13
2	IRIS	2
3	IMAGE ACCESS	1
4	HP	49
TOTAL		65

SI. No.	Make	Final
L-1	HP	321
L-2	DELL	106
L-3	LENOVO	7
L-4	TOSHIBA	2
L-5	RDP	16
TOTAL		452

10. AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.
11. Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
12. Text Clause(s)

Annexure II, the table containing the list of printers (Table Name: PRINTERS) is consist of both Monochrome and Color printers.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity/restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and/or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. If any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the

Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

*This document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

[This Bid is also governed by the General Terms and Conditions](#)