



# EMPLOYEES' STATE INSURANCE CORPORATION

Regional Office, Panchdeep Bhawan, 108, N.M. Joshi Marg,

Lower Parel Mumbai -400013. PH: 022-61209724

An ISO Certified office: 9001:2008,

(WEBSITE: [www.esicmaharashtra.gov.in](http://www.esicmaharashtra.gov.in))

email: [rd-maharashtra@esic.in](mailto:rd-maharashtra@esic.in)

31/B/EDP/2016-2017-AMC

Date- 12.05.2016

## Tender Notice

### INVITATION OF E-TENDER FOR ANNUAL MAINTENANCE CONTRACT (AMC) OF SERVERS, COMPUTERS, PRINTERS, UPSs, VOIPs LAN & OTHER ITEMS

Subject: E-Tender notice for Annual Maintenance Contract of Computers and Peripherals for 2016-17.

- 1) E.S.I.C. Regional Office invites online tender from eligible, reputed, and bonafide maintenance providers / agencies capable of providing on site annual maintenance services for COMPUTERS & OTHER PERIPHERALS installed at its offices/allied institution in 22 districts across the state of Maharashtra for a period of 1 Year.
- 2) The tender document can be downloaded from [www.esic.nic.in](http://www.esic.nic.in), Central Public Procurement Portal: <https://eprocure.gov.in> or <https://esic.eproc.in> from 12.05.16 to 01.06.16 till 12.00 Noon.
- 3) The interested eligible bidders may submit the tender online at <https://esic.eproc.in> in a single bid system in the prescribed performa. The Tenders are to be submitted online only through e-procurement portal.
- 4) They should also submit physically the documents downloaded from the website along with the supporting documents and non refundable tender fee of Rs.5,000/- (Rupees Five Thousand Only) and Earnest Money Deposit of Rs.50,000/- (Rupees Fifty Thousand Only) in the form of Demand Draft / Pay Order in favour of "E.S.I.Fund Account No.1" payable in Mumbai, in a separate envelope marked "**Tender Fee and EMD for AMC of COMPUTERS, PRINTERS, UPSs, LAN & PROJECTION ITEMS or other IT Equipment(s)**".
- 5) Bidders are requested to submit all inclusive rates as per Annexure-III.
- 6) For all practical purposes, the e-tender shall be considered for evaluation, however in case of any dispute, the physical documents would be scrutinized.
- 7) Tender documents duly completed and supported by requisite documents and the forms, as mentioned in the tender document, should be submitted with covering letter in a sealed envelope duly superscribed with the words "**Tender for AMC of SERVERS, COMPUTERS, PRINTERS, UPSs, VOIPs, LAN & Other ITEMS**". The Tender should be deposited in the Tender Box placed at the Ground Floor of E.S.I. Corporation, Panchdeep Bhawan, 108, N.M. Joshi Marg Lower Parel Mumbai-400013 before 3.00 PM on **01/06/2016** which will be opened in the 3<sup>rd</sup> floor at 3.30 P.M on the same day.

- 8) If any information furnished by the bidder is found to be false at any stage, the bid shall be cancelled and bidder shall be liable to be debarred from tender.
- 9) E.S.I.C. reserves the right to reject any or all bids without assigning any reason.
- 10) Only bids complete in all respect will be considered for evaluation.

**MUMBAI**  
**Date :12.05.2016**

**REGIONALDIRECTOR**  
**E.S.I.CORPORATION**

GENERAL TERMS AND CONDITIONS OF CONTRACT:

**1. Delivery of Tender**

The e-tender to be filled online on e-procurement portal as per prescribed format. Thereafter the relevant supporting documents, including Forms 'A', 'B', 'C' of Appendix-IV duly filled in, and the Appendixes duly completed and signed on each page should be submitted alongwith crossed Demand Drafts of Rs. 5000/- (Rupees Five Thousand only) as non-refundable cost of document and of Rs. 50000/- (Rupees Fifty Thousand Only) towards refundable / adjustable Earnest Money Deposit both in favour of ESI Fund A/C No. 1 payable in Mumbai in a separate envelop marked "**Tender Fee and EMD for AMC of COMPUTERS, PRINTERS, UPSs, LAN & PROJECTION ITEMS or other IT Equipment(s)**". The bid documents should be enclosed in a sealed cover and addressed to the undersigned and dropped in the Tender Box kept at, E.S.I. Corporation, Ground floor reception, Panchdeep Bhawan, 108, N.M. Joshi Marg Lower Parel, Mumbai -400013. The top of the envelope should bear the following superscription.

**"Tender for AMC of Servers, Computers, Printers, UPSs, VOIPs, LAN &Other Items  
To be opened on date 01.06.2016 at 3.30 p.m."**

Incomplete bids are liable for rejection. ESIC reserves the right to reject any tender without assigning any reason. Only one bid should be enclosed in one envelope.

**2. Last Date and Time for Receipt of the Tender**

**Online Bids** must be submitted before 12.00 Noon on or before 01st June, 2016 and relevant supporting documents should reach this office within the time notified in the Tender Notice. In the event of the said date of opening of the tender being declared a closed holiday for Govt. Office; the date of receipt and opening of the tenders(s) will be the next working day at the same time & place. Tender submitted by hand delivery, should be deposited in the Tender Box Kept at this office within the due date and time stipulated in the schedule to tender. Late tenders will be summarily rejected.

### **3. Opening of Tender**

ESIC will open all eligible bids at **3.30 p.m. on 01.06.2016** in the presence of bidders' representatives who may choose to attend the 'tender opening' at the following address:

ESI Corporation, Regional Office,  
Panchdeep Bhawan, 108, N.M. Joshi Marg  
Lower Parel Mumbai-400013

The bidders' representatives present shall sign the register evidencing their attendance. **ESIC shall not be held responsible in any manner whatsoever in case the bidder or his representative fails to sign in the register provided for this purpose. A person not signing as above shall be deemed to have chosen not have attended the meeting and shall be dealt with accordingly.**

If any delay arises from any cause, such as strikes, lockouts, fire accidents, riots etc, which the ESIC may admit as reasonable ground for further time, it may allow such additional time required by circumstances of the case only for extending the opening. **The ESIC may also change or extend the date and time of opening of the tender without assigning any reason whatsoever.**

ESIC reserves the right for accepting the whole or any part of the tender without assigning any reason to the bidder.

### **4. Special Instructions**

1. Bidders are required to submit their bids only in the e-procurement portal. The downloaded documents along with the supporting documents in sealed envelope on firm rate basis, showing separately rates for each item in the documents are to be deposited in the Tender Box as instructed in Para 1.

2. Rates quoted should be in Indian Currency and should be inclusive of all charges. Taxes, **including service tax**, Duties etc. as applicable should be shown separately for each item of work and should be marked 'NIL' if not being charged separately. Any ambiguous quote on these counts shall render the tender liable to be rejected. Tenders not complete in all respect are liable to be summarily rejected.

3. The bidder shall, wherever called upon to do so, give full information with reference to the services in hand and shall permit the Regional Director or

any other officer nominated by him to inspect the premises of the tenderer / client at all reasonable times and shall give full assistance and information as may be required by him in connection with the contract.

## **5. Signing of Tender**

The tender will be liable to be rejected in case complete information is not given therein or each page of the Tender Document is not duly signed by persons authorized to do so. Individuals signing the tender or other documents connected with the contract must specify as to whether he is signing the same as:

- i) 'Sole Proprietor' of the firm or his Attorney.
- ii) 'Registered Active Partner' of the firm or his Attorney or Authorized Representative.
- iii) For the firm 'Per Procreation'

**In case of company registered under the Companies Act (new as well as old) and firms registered under the Indian Partnership Act, the person signing must clearly indicate his capacity in which he is signing (e.g. Secretary, Manager, and Partner etc.). In case it is being signed by an attorney or representative the signatory shall produce a copy of the documents empowering him to sign, if called upon to do so.**

## **6. Key Deliverables:**

ESIC intends to obtain the Annual Maintenance services from reputed and experienced service provider under AMC including the following key deliverables:

- a) Call Management Services- Receipt, recording and attending of service calls.
- b) Desktops and Peripherals Management Services- Hardware/Software servicing / maintenance in condition.
- c) Servers Management Services- Hardware / Software servicing / maintenance in condition.
- d) Network Management Services- Hardware / Software servicing / maintenance in condition.
- e) Preventive and Proactive Maintenance of Equipments- Routine and scheduled checks and maintenance on regular basis.

f) UPS Management Services- Maintenance and upkeep of all online and offline UPS.

g) VOIP Management Services- Maintenance of all VOIP devices present in the premises.

h) Projection Items Management Services- Maintenance & upkeep of all items viz. Projector(s), Switcher, Multiplier, RF Receiver, Amplifier, Motorized Screen(s), Speaker(s)& Mike(s) servicing / maintenance in condition.

6.1 Routine monthly checks and maintenance by the agency, including preventive dusting/cleaning of all items under AMC as detailed in Appendix-III.

### **7. Period of validity of bids**

Bids shall remain valid for 90 days after the date of tender opening prescribed by the ESIC (Customer); a bid valid for a shorter period would be liable to be rejected by the ESIC (Customer) as non-responsive.

In exceptional circumstances, the ESIC (Customer) may solicit the bidder's consent to an extension of the period of validity. The request to the response thereto shall be made in writing or by fax. The EMD provided shall also be suitably extended. A bidder may refuse the request without forfeiting his EMD.

### **8. Other General / Eligible Conditions of Contract**

8.1. In the interpretation of the contract and the general and / or special conditions governing it, unless otherwise required:-

a) The term 'Contract' shall mean the invitation to tender, the instructions to tenderer, the acceptance of the tender, particulars thereafter defined and those general and special conditions as may be added.

b) The term 'Contractor' shall mean the person, firm or company with whom the order for providing AMC Services is placed and shall deem to include the contractor's successors (approved by the customer), representatives, heirs, executors and administrators unless excluded by the contract.

c) 'Contract value' shall mean the sum accepted or the sum calculated in accordance with the rates accepted by or on behalf of the ESIC.

d) The term Customer or 'Corporation' or 'ESIC' shall mean the Employees' State Insurance Corporation.

**8.2 Validity of contract:** The contract shall be valid for a period of 1(ONE) year from the date of award in accordance with the terms and conditions mentioned herein. The contract may be extended for another term of one year on the same terms and conditions with mutual consent of the parties and at the discretion of Employees State Insurance Corporation..

**8.3. Liability of person signing the documents:** A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to warranty that he has authority to bind such other and if, on enquiry, it appears that the person so signing has no authority to do so, the ESIC may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all costs and damages.

**8.4. Responsibility for executing contract:** The Contractor is to be entirely responsible for the execution of the contract in all respects in accordance with the terms and conditions as specified in the acceptance of tender.

8.5. The agency shall not sublet, transfer or assign the contract or any part thereof to any other agency or company or person by whatsoever nomenclature it is known, without the written permission of the Regional Director, ESIC, Mumbai. In the event of the contractor contravening this condition, Regional Director, ESIC shall be entitled to place the contract elsewhere on the contractor's account at his risk and cost and the agency shall be liable for any loss or damage, which the ESIC may sustain in consequence or arising out of such replacement of the contract, apart from forfeiture of the Security Deposit and / or invoking the Bank Guarantee given for due performance of the contract, for such breach. **The Regional Director, ESIC or the Competent Authority of the ESIC may grant such permission for substitution subject to any further conditions as it may deem necessary on the existing as well as the proposed contractor and both of them shall be bound to comply with such further condition as may be imposed.**

**8.6. Earnest Money:** The tenderer shall have to deposit **earnest money of Rs. 50,000/-** (Rupees Fifty thousand only) with their tender failing which the tender is liable to be rejected outright. The earnest money is to be paid by **Demand Draft / Pay Order /**

**Bankers Cheque alone** and the same should be drawn in favour of **ESI Fund A/C No. 1**, payable at **Mumbai** and attached with the tender. Cheque will not be accepted for Earnest Money. In the event of the withdrawal / revocation of tenders by agency within the validity period of the offer, the earnest money shall be forfeited. The earnest money will however, be returned to the tenderer(s) whose tender is not accepted. **The earnest money deposited by the bidders and as well as the contractor shall not carry any interest whatsoever.**

**8.7. No interest shall be paid on the Earnest Money Deposit and the Performance Guarantee amount deposited by the successful bidder / Contractor.**

8.8. EMD of the unsuccessful bidders shall be returned after award of the contract to the successful bidder. No correspondence/request for withdrawal of the same shall be entertained before the award of the contract to the successful bidder.

8.9. **Performance Guarantee:** On acceptance of the tender, contractor shall within the period specified by ESIC, deposit as performance security, a sum equivalent to 10% of the estimated annual tender value of the contract. The amount of earnest money may be adjusted towards Security Deposit, for fulfillment of the terms and conditions of the contract. The ESIC shall be entitled to appropriate the Security Deposit or any part thereof without prejudice to any other remedies provided in the contract or available under the law for non-performance or failure to satisfactorily perform the contract as per terms and conditions. The security shall be in the form of Demand Drafts / Pay Order payable at Mumbai in favour of "**ESI fund A/C No. 1**". No interest shall be payable on Security Deposit / Performance guarantee.

a) If the contractor is called upon by the office of the ESIC to deposit Security and the contractor fails to provide the security deposit within the period specified/granted such failure will constitute a breach of the contract and the office shall be entitled to make other arrangements at the risk and expense of the contractor whereby the contract shall be awarded to the next eligible bidder in order and forfeiture of the earnest money shall be effected.

b) On due performance and completion of the contract in all respects, the Security Deposit will be refunded without any interest after deducting downtime and other charges, having remained unrealized, if the same cannot be realized from



the contractor's pending bills.

8.10. **Recovery of sums due:** Whenever any claim for the payment of a sum of money arises out of or under this contract against the contractor, SIC shall be entitled to recover such sum by appropriating, in part or whole the security money deposited by the contractor and/or by deduction from the pending bills of the contractor. When there remains a balance of the total sum to be recovered, it shall be deducted from any sum due to them or which at any time thereafter may become due under this or any other contract with the ESIC. Should this sum not be sufficient to cover the full amount recoverable, the contractor shall pay to the customer on demand the remaining balance due **along with interest at the rate of 24% PA from the date when the first demand is made till the date of actual payment for each day of delay.**

8.11 **Insolvency and breach of contract:** The ESIC may at any time, by notice in writing, summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:-

i) **If the contractor being an individual or firm, such individual or any partner in the contractor's firm as the case may be, is at any time adjudged insolvent or has a receiving order or orders for administration of his estate being made or any proceedings for liquidation or composition under any law of insolvency being or not for the time being in force or has made conveyance or assignment of his effects or entered into any arrangements or compromise with his creditors for suspending payment or if the firm be dissolved under any law which governs it or which is otherwise for the time being in force; or**

ii) **If the contractor being a company registered under any law for the time being in force, passes a resolution for winding up or any court passes any order for the liquidation of the affairs of the company or that any Liquidator, Receiver or Manager is appointed for the management of the affairs of the company; or**

iii) **If the contractor commits any breach of this contract or any other lawful direction of the customer issued from time to time not otherwise specifically provided in this contract, the customer can terminate the contract without compensation to the contractor which shall be without prejudice of Customer's right to claim the damages which it may have suffered due to such breach of**

**contract or of the direction issued by the customer.**

8.12. **Arbitration:** in the event of any question, dispute or difference arising under these conditions or any general or special conditions of the contract, or in connection with this contract, except as to any matter the decision of which is not specially provided for by these or the special conditions, the same shall be referred to the sole arbitrator as per the decision of the Director General of ESIC, as per Arbitration & Conciliation Act, 1996.

8.13. That no person other than the Director General, ESI Corporation or the person appointed/approved by him should act as arbitrator.

8.14. Upon every such reference, the assessment of the costs incidental to the reference and award respectively shall be at the discretion of the arbitrator.

8.15. Subject as aforesaid to the Arbitration & Conciliation Act, 1996 and the rules thereunder, any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause. Work under the contract shall, if reasonably possible, continue during the arbitration proceeding so as to ensure continuity of the business of the customer. No work or obligation, other than the ones which are subject to arbitration, shall normally be withheld on account of the arbitration proceedings unless it is considered necessary to do so to cover the quantum of amount likely to be recoverable from the Tenderer.

8.16. The venue of arbitration shall be at New Delhi or Mumbai.

8.17. For the purpose of the contract including arbitration proceedings there under, the Director General, ESIC or an officer authorized by him, shall be entitled to exercise all the rights and powers of the customer.

8.18. **Assistance to contractor:** The contractor shall not be entitled to assistance either in the procurement of parts or other materials and /or services required for the fulfillment of the contract or in securing of transport facilities which they have to arrange on their own.

8.19. **Eligibility Testimonial and records to be furnished:** The bidder should enclose the following records, duly self certified, in support of their bonafide:-

a) **Testimonials** from not less than **three (3)** Govt. / Semi-Govt. / Public Sector

Organizations / Banks regarding their satisfactory performance of similar contract of comparable magnitude for three years. **(In Form 'A'). The Testimonials should be for the periods immediately preceding the period for which the tender is submitted and should in no case be for a period older than 5 years.**

b) Copies of audited **balance sheet** and profit and loss account which should have **annual turnover of Rs. 5Crore**(Rupees Five Crore) or more in each year and should have been profitable, for the immediately preceding 3 Years. In case the Balance Sheet for the Year 2015-16 is not yet prepared, the Balance Sheets and P&L Account for the previous 3 Years may be submitted. **(In Form 'B')**

c) List of Professionally **qualified personnel** (hardware/software/network/engineering) of the vendor indicating at least **50 qualified personnel** on the rolls of the agency. **(In Form 'C')**

d) Copy of Certificate of registration/incorporation of the Contractor.

e) Copy of Trade license as may be applicable.

f) Copy of Income Tax Registration Certificate/PAN, Service Tax Registration.

g) Copy of Allotment Letter of Code Nos, of. ESIC & EPFO.

h) Escalation Matrix, (Name/Designation and Contact Numbers of persons, if matter is not solved at Resident Engineer's Level, to whom the matter may be forwarded by Engineer himself or ESIC), in accordance with clause 2.5(C) of Special Terms & Conditions for contract / scope of work of this contract.

i) Copy of ISO Certification i.e. ISO 20000 etc. in Services related to IT infrastructure repair and maintenance etc, **if any,**

In the absence of any of the aforesaid documents, the bids may not be accepted at the discretion of ESIC.

8.20. Business name and constitution of tendering firm: if the firm registered under

- i) The Indian Companies Act, 1956
- ii) The Indian Partnership Act, 1932
- iii) Any other Act.

(Please give full name & address)

Date:Place:(**SIGNATURE**)(OFFICIAL SEAL)

**SPECIAL TERMS & CONDITIONS FOR CONTRACT / SCOPE OF WORK.**

**1. Key Deliverables / Scope of work:**

1.1. Provision of minimum 9(Nine) number of qualified Service Engineers onsite, (2) Twoat ESIC, Regional Office ,Panchdeep Bhavan Lower Parel Mumbai -400013 and1(One) at each ESIC, SRO's and Model Hospital Maharashtra for services mentioned hereunder, for the items given in Appendix-III(Part-I & II). They will be assigned duties at the discretion of Regional Office, Lower Parel Mumbai-400013

1.2. Call Management Services

1.3. Desktops and peripherals Management Services

1.4. Servers Management Services

1.5. Network Management Services

1.6. Preventive and proactive Maintenance of equipments, including quarterly cleaning of outer parts / covers with appropriate noncorrosive cleaner and periodical testing of less used / idle / standby systems / peripherals.

1.7. UPS Management Services

1.8 VOIP Equipment Maintenance

1.9. Projection Items Management Services

1.10. Diagnostic check up of the items/equipments which are under warranty, not under the AMC or otherwise.

1.11. Preventive and maintenance of existing earthing issues and recommending for resolution of same.

**2. Call Management Services**

For online complaint procedure:

2.1 Providing a single point of contact for escalation.

2.2. Maintain an updated on-line help-desk telephone number.

2.3 Problem escalation in case of service levels not adhered.

2.4 Identification and resolution of chronic faults and problems.

2.5 Implementation will be done as under:

- a) Logging of user calls and giving a ticket number.
- b) Tracking each call to resolution.
- c) Escalation of calls if necessary to get the same resolved.
- d) Monthly analysis of calls received and resolved.

**Or**

For on-site manual complaint procedure:

By stationed Service Engineer, as per the formats provided at sites, mapping the above procedure.

### **3. Desktop and Peripherals Management Services**

a) Support for Win 2000/XP/Vista/7/8, Redhat / Suse Linux and Linux: Office 2000/2003/2007/2010, Autocad and other software installed thereon.

b) Installation and upgradation of anti-virus software for version OS and System software.

c) Anti-Virus Support.

d) Printer Management.

e) Maintenance of all related Hardware including display/projection devices.

f) Maintenance of all offline/online UPSs.

### **4. Server Management Services**

Vender shall perform the following Server-Administration activities for:-

a) Support of Linux (Redhat/Suse) / UNIX / WINDOWS / MYSQL

b) Server performance monitoring, fine-tuning and optimization.

c) Server diagnosing and problem resolution.

d) Server Applications and Configuration Changes.

e) Understand and report performance bottlenecks.

f) Provider Server Up line Chart.

g) Printer Management.

h) Anti-virus related to system maintenance.

i) Desktop LAN connectivity.

j) Network Security.

h) Maintenance of all related Hardware including display / projection devices.

## **5. Network Management Services : LAN Management**

I. Management of Proxy Server, Switches, Hubs, I/O Ports/Boxes and cabling.

II. Ensure complete connectivity of the computers with respective networks.

III. Activity related to trouble shooting of connectivity related problem including

a) Testing and verification related to Network Interface Card (NIC) being bad.

b) Problem related to device drivers of NIC being corrupted.

c) Verifying and testing version IP, IRQ and other ID issues related to NIC as and when required.

IV. Identifying and trouble-shooting physical (NIC, UTP etc.) connectivity problems at the desktop (user) as well as at the Hubs / Switches ends i.e. giving point-to-point network connectivity solution, even crimping.

V. Identifying and trouble shooting of defective parts on the Hubs / Switches.

VI. Ensuring print services for network printers.

## **6. UPS Management Services-**

a) Support for all types of listed UPS installed in the premises including guiding the staff for proper upkeep of UPSs.

b) Maintenance of all related UPSs including replacement of defective boards/circuits and connectors;

c) Preventive/proactive maintenance of UPSs including monthly cleaning of parts/covers with periodical testing of loss and idle stand by UPSs for its functional condition.

### **6.1 VOIP Management Services-**

a) Support and maintenance for all VOIPs(Cisco make) installed in the premises.

### **6.2 Projection Items Management Services-**

a) Support for all types of listed Projection items installed in the premises including guiding the staff the proper upkeep of the same.

b) Maintenance of all related items including replacement of defective boards/circuits and connectors';

c) Preventive/proactive maintenance of the projection items including monthly cleaning of parts/covers with periodical testing of loss and idle stand by UPSs for its functional condition.

## **7. Report and Review**

Process Documentation

a) Call Register

b) Call Summary

c) Daily Call pending report

d) Equipment log

e) Server information

f) Engineer attendance report.

## **8. Other Conditions**

8.1. The Annual Maintenance Contract includes preventive as well as corrective maintenance of all hardware and software components under AMC.

8.2. The agency shall depute minimum Nine(9) well-qualified and experienced Service Engineers with Computer / Hardware Engineering qualification (with minimum one year of experience in the field) technical person of each working day for attending to the routine maintenance related complaints. Besides, the agency shall provide any other expert Engineer from time to time as may be required, for assistance to on site hardware Engineers, in case the latter are not able to intervene and solve any complaints.

8.2.1. ESIC is at the full discretion to pre-informed visit(s) to vendor's premises to check the capabilities of the vendor before and/or after award of tender

8.2.2. ESIC is at the full discretion to interview the person(s) deputed as Service Engineers to assess the capabilities w.r.t. tender awarded.

8.3. AMC shall cover each and every part including plastic body and parts, replacement of any part necessary for keeping the computer systems active and free from any defects/disturbance; any unscheduled call for corrective and/or preventive maintenance services; taking appropriate measures/steps in time to set right the malfunctioning of the computer system. The replacement of all spares including plastic parts and body is included in the AMC except Projector Len(s), Printer Heads, Printer ribbons and Battery. The replacement of all defective parts with good quality and OEM branded parts will be done by the service provider. Used/repaired/ refurbished parts of any brand from any source are not acceptable.

8.4. In case of need to replace any item/component, the agency shall provide original make genuine parts/components of similar or higher configurations.

8.5. The agency shall produce the Cash Memo's/Certificate/Document in proof of providing genuine components to replace the faulty ones; on demand.

8.6. The company shall ensure to abide by the copy right, intellectual property rights and other laws as may be applicable for providing any replacements for any



malfunctioning of the components/items/software under AMC and any violation of any legal requirement by the agency in this regard shall lead to termination of the contract forthwith and forfeiture of security money and / or latching any legal or other liability arising therefrom upon the Contractor. Besides, ensuring compliance to all legal requirements will be the responsibility of the agency, failure to do so would lead to consequences aforesaid **and the contractor will keep the corporation/customer indemnified against any liability which may arise on this account.**

8.7. The company should satisfy all Government regulation including minimum wages, ESI, EPF Act etc.

8.8. The company shall undertake preventive and corrective earthing issues as and when required if the issues are affecting the business continuity of the site.

## **9. Validity:-**

**9.1 Subject to the general terms and conditions, special terms and conditions as well as other term of the tender, the contract shall be valid for the period of one year from the date of award and it may be extended by another term of 1 year at the discretion of ESIC. Employees State Insurance Corporation, who will have exclusive right to terminate the contract at any time by giving one month 's notice.**

9.2 The company has to give 3 month's notice before cancellation of the contract. Contravention of the same would lead to forfeiture of performance guarantee / Security money alongwith all outstanding dues.

## **10. Standard of performance and Penalty for failures:**

10.1 The Agency will ensure 90 per cent uptime in respect of desktop PCs, UPSs & printer and 99% uptime in respect of server & Projection Items. In case of **failure of the technical personnel** to attend on any working day, a penalty or **Rs. 300/- per working day** will be levied in addition to down-time penalty for individual Hardware/Software as herein after detailed. The uptime will be computed on calendar month basis in a non-cumulative manner.

**10.2** The **down-time penalty charges** if not rectified within 24 hours shall be as follows subject to maximum penalty under this clause not exceeding 25% of the

quarterly payment :-

Sl. No.	Item	Amount (In Rupees) / day
1.	Server Systems (Hardware)	Rs. 400/-
2.	Client (Desktop) Systems (Hardware)	Rs. 250/-
3.	Laser / Deskjet Printer	Rs. 150/-
4.	Mouse	Rs. 20/-
5.	Operating System/ Application Software for each server	Rs. 400/-
6.	Operating System/ Application Software for each client	Rs. 250/-
7.	Network Switches	Rs. 500/-
8.	Node's Network (each I/O Box)	Rs. 10/-
9.	Plasma Screen	Rs. 500/-
10.	CD/DVD Writer Drive	Rs. 100/-
11.	Scanner	Rs. 100/-
12.	Laptop (Hardware / software)	Rs. 250/-
13.	UPS (500/700/800/1000 VA)	Rs.100/-
14.	UPS 5 KVA	Rs.500/-
15.	Projector	Rs.10400/-
16.	Amplifier	Rs.100/-
17.	Wireless Cordless Mike	Rs.50/-
18.	Wireless Hand Mike	Rs.50/-
19.	Motorized Screen	Rs.2150/-
20.	Switcher / Multiplier / RF Receiver	Rs.500/-
20-21.	VOIPs	Rs. 150/-
21-22.	Any Other IT Equipment/Item	Rs. 250/-

10.3 In case of failure of the agency to rectify any of the defects within 7 days, ESI Corporation may get the same rectified at the cost and risk of the agency.

10.4 If the agency repeatedly fails to rectify the faults for a period exceeding 7 days, apart from the repairs of their cost and risk as ibid, ESIC may terminate the contract with the agency forthwith and they will be liable to forfeit the security deposit.

10.5 The agency shall, in no case, replace any item/component with inferior item and if found doing so, the contract shall stand terminated forthwith and security deposit shall be forfeited.

10.6 ESIC reserves the right to reject any or all the bids and cancel the tender without assigning any reason.

10.7 The calls will be received centrally and shall be provided daily to the concerned Service Engineer by the concerned official of ICT Division of ESIC or any designated/nominated branch and shall be attended immediately on receipt of the same. The firm shall maintain proper service Call sheets / Register which will be duly signed by the Engineer and the User of the equipment and Central Call Register shall be updated accordingly.

10.8 Computer power cables, printer port, network cables, chords and power cable etc. are also covered under AMC.

10.9 The service provider shall also be responsible for cleaning and removal of virus of any nature and should intimate in time / recommend licensed copy of latest Anti-virus software with upgrades / updates facilities.

10.10 ESIC shall not be responsible for any use of unlicensed antivirus software, if any, used by the service provider. The responsibility shall rest with the service provider for using unlicensed software and shall solely be liable for consequences and liabilities arising therefrom.

10.11 Hard Disk, Logic Cards, SMPS, Mother Boards should not be repaired and shall be replaced with OEM branded parts/products only.

10.12 In case of failure in Quarterly Preventive Maintenance (Clause 1.7 above), a penalty by way of 10% of total amount due for that quarter may be levied.

## **11. Payment Terms**

The comprehensive maintenance charges shall be payable to the service provider.

11.1 The comprehensive maintenance charges shall be payable to the service provider in four equal **quarterly installments** and paid at the end of each quarter of AMC period after deducting downtime charges / penalties, if any.

11.2 Any increase or decrease of taxes and/or Government duties or prices of components, etc. will not affect the AMC rates during the entire period of AMC.

11.3 No extra remuneration for Resident Engineer or any kind of TA/DA would be admissible and only the mutually agreed sum as per contract would be payable.

## **12. Agreement:**

The selected vendor shall have to sign on standard agreement, on non-judicial stamp paper of appropriate value, containing details of terms and conditions after issue of letter of intent (LOI), to begin AMC. All the terms and conditions of this tender document shall deem to have been part and parcel of the agreement.

## **13. Commencement:**

1. The AMC shall be commenced by the contractor from the effective date of commencement of AMC.

**2. All the systems and peripherals under AMC shall be jointly verified by the contractor and the customer and conditions of the same shall be noted on the date of commencement of AMC.**

3. In case any system / peripheral / component is found malfunctioning the same shall be pointed out to ESIC for rectification and the incumbent agency shall submit estimate for their pre-AMC repairs. The pre-AMC repairs shall be got done through and at cost and risk of concerned earlier maintenance agency, failing which, approval shall be granted to the incumbent agency for carrying out repairs of such items on cost basis as per estimate, and such items shall come under AMC forthwith after such repairs.

## **14. Severance:**

At the time of termination of contract and of the contract period including extended period, if any, or otherwise, the agency shall tender back all the systems and peripherals and components under their AMC in good working condition failing which, the same would be got rectified at the agency's cost and risk and sum may be recovered from the unpaid bill or security deposit or in case the same being higher as per the terms of the contract entered between the parties.

### Appendix – III

#### INDICATIVE DETAILS OF COMPUTERS, PRINTER, ETC. FOR A.M.C DURING 2016-17

(Number of items may vary marginally on redistribution / un-serviceability, if any and shall be finalised by joint verification by both parties for the purpose of AMC).

The numbers shown below are indicative and may vary. Vendors are requested to visit the site for actual assessment before submitting quotes/bids.

#### **Part I**

<b>SERVER, PC, ETC.</b>	Quantity (Approx. In No.)	Rate per annum <b>per item</b> (including Taxes, if any)	Total AMC Charges	Remarks / Verification
Linux host PC	<b>349</b>			
Linux Standalone	<b>484</b>			
3. Intel Dual Core Desktops (WINDOWS)	<b>405</b>			
N Computing	<b>1625</b>			
Printers	<b>871</b>			
<b>Grand Total – 1</b>	<b>3734</b>			
<b>OTHER ITEMS</b>	Quantity (Approx.No.)	Rate per annum <b>per item</b> (including Taxes, if any)	Total AMC Charges	Remarks / Verification
Plasma TV	<b>8</b>			

VOIP Phone	<b>820</b>			
Video Conference Device	<b>8</b>			
<b>Grand Total – 2</b>	<b>836</b>			
LAN	Quantity (Approx.No.)	<b>Rate per annum per item (including Taxes, if any)</b>	Total AMC Charges	Remarks / Verification
NODES I/O Boxes/Ports	01			
Switch	<b>272</b>			
Inverter	<b>108</b>			
<b>Grand Total – 3</b>	<b>381</b>			
TYPE of UPSc	Quantity (Approx.No.)	<b>Rate per annum per item (including Taxes, if any)</b>	Total AMC Charges	Remarks / Verification
600 VA(Small)	<b>1871</b>			
UPS Emerson	<b>26</b>			
UPS 2KVA	<b>12</b>			
<b>Grand TOTAL-4</b>	<b>1909</b>			
<b>Grand TOTAL</b>	<b>6859</b>			

N.B. **Number of above items** may vary due to operational reasons and **shall be jointly verified** and taken on record for AMC. Any item(s) may be added / deleted later on during the period of contract on the basis of functionality and final AMC Value will be calculated accordingly as the quantity mentioned above is an approximate figure.

Bidders are requested to quote all inclusive rates keeping in consideration the provision of Resident Engineers and other actual requirements. The items are likely to be increased, however, a provision for  $\pm 10\%$  may be taken into account.

**Authorized Signatory**

**Appendix – IV (Forms)**

**I. FORM 'A' (Experience & Running Contracts)**

Sl. No.	Name of Organisation (With Address and Phone Number)	Experience (For 3 years)		Nature of Experience
		From Date	To Date	
1.				
2.				
3.				
4.				
5.				
6.				

**Signature of the bidder or his authorized representative  
Seal of the Company**



## II. FORM 'B' (Turnover and Profitability)

SI No.	Financial / Accounting Year	Profit	Loss	Annual Turnover (from Repairs and Maintenance Services)	Total Turnover
1.	2014-15				
2.	2013-14				
3.	2012-13				

**Signature of the bidder or his authorized representative**  
Seal of the Company

**III. FORM 'C' (Number of 50 professionally qualified employees)**

		<b>Qualification: (Please put a tick (✓) mark in appropriate column)</b>						
	Name	BE / B.Tech / MCAs / DOEACC' B' Level	M.Sc(IT / Comp) / BCA / DOEACC 'A' Level	B.Sc (IT / Comp) / PGDCA / DOEACC 'O' level	Others (Pl. specify)	Adl. Qualification-1 CCNA, MCSE, MCSA, CNE etc. (Pl. specify)	Adl. Qualification-2 (Hardware ,etc)	Remarks (working since)
1.								
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								
11.								
12.								
13.								
14.								
15.								
....								
48.								
49.								
50.								

**Signature of the bidder or his authorized representative**  
**Seal of the Company**

### **Addendum to Terms and Conditions.**

1. The contract shall be on a comprehensive maintenance service basis, no extra charge for any general wear and tear/spare parts, etc. shall be made by ESIC except consumables, burnouts and physical damage. During the contract period it will be the responsibility of the Contractor to keep the equipment in satisfactory working order.
2. The repair works will have to be carried out at the location of the equipment except in the exceptional circumstances where the equipment or any component may be required to be taken out for repairs in workshop. In such cases, standby arrangement shall have to be made by the contractor and in no way the working of computer shall be held up for want of any standby arrangements.
3. The contractor is required to furnish signed copy of the enclosed terms and conditions of the AMC along with their tender offer. Successful bidders will have to deposit security-cum-performance guarantee, which will be equal to 10% of their bid amount in the form of FDR or Bank Guarantee in favour of "ESI Fund Account No.1" which will be valid for 18 months from the rate of contract.
4. The contractor shall ensure to abide by the copy right, intellectual Property rights and their laws as may be applicable for providing any replacements for any malfunctioning of components/items/software under and any violation of any legal requirement by the agency in this regard shall lead to termination of the contract forthwith and forfeiture of security money. Besides ensuring compliance to all legal requirements will be the responsibility of the agency, failure to do so would lead to consequences aforesaid.
5. For any computer/peripherals etc. found on inspection by the agency, which require pre-AMC repairs, the agency shall submit estimate for approval and such peripherals would be counted for AMC only after pre-AMC repairs are done.
6. ESIC reserves the right to further add any IT item(s) as and when required under the same AMC with same rates and terms and conditions as mutually agreed between ESIC and the Company, the payment for which shall be made on Pro-rata basis.

### **Penalties and Other conditions are details below:**

1. If this office feels that any of the items, was not properly maintained/serviced by the contractor or does not function for reasonable period after repairs, a

suitable deduction from the bills will be made. The decision of ESIC as regards to the reasonableness of deduction will be final and binding on the Contractor.

2. ESIC may terminate the contract at any time without assigning any reason thereof, if the work of the Contractor is found to be unsatisfactory and ESIC will be at liberty to entrust the same to any other firm/company at the risk and expense of the contractor. In this connection, the decision of ESIC shall be final and binding upon the Contractor.
3. In all matters of dispute relating to this contract, the decision of this office will be final and binding upon the Contractor.
4. While submitting the quotation, the bidder is deemed to have read, understood and accepted all the terms and conditions stated in this document and no change, whatsoever desired, will be entertained by EISC.
5. In the event of the contractor failing to observe or perform any of the conditions of the work as set out herein or execute the work with regard to the material and printing quality to the satisfaction of and by the time fixed by the ESIC etc. in executing the work, the deposited money will be forfeited to the ESIC and the contract will be terminated immediately. The contractor shall be liable to make good the loss(es), if any, that may be suffered by the ESIC due to his/her action and/or omissions.

**Regional Director  
ESIC  
Maharashtra**

## Important Instructions for Vendors

All vendors/contractors are required to procure Class-IIIB Digital Signature Certificate (DSC) with Both DSC Components i.e. Signing & Encryption to participate in the E- Tenders. Vendor should get Registered at <https://esic.eproc.in> by paying **Annual Registration Charges of Rs. 2000/- (non-refundable)** in the form of Demand Draft from any scheduled bank, in favour of **M/s. Uptron Powertronics Ltd. payable at Ghaziabad.**

Vendor also needs to **submit Bid Processing Fee charges of Rs. 4500/- (non-refundable)** in the form of Demand Draft from any scheduled bank, in favour of **M/s. Uptron Powertronics Ltd. payable at Ghaziabad** for participating in the Tender.

Vendor needs to submit the Demand Draft of Annual Registration Charges and Bid Processing Fee at the below mentioned Registered Address **for approval of Registration and successful submission of Tender, failing which, the vendor will not be able to participate in the e-tender. Along with the Demand Drafts, Vendor needs to send a covering Letter mentioning about the Payment Details, Company Name, Address, Payment towards ESIC Registration Charges (Mention User ID) and ESIC Bid Processing Fees (Mention the Tender ID and Tender Title) at the below mentioned address:**

**Uptron Powertronics Ltd.**

**S-53 to 58, Site – IV,**

**Sahibabad, Ghaziabad (U.P.) - 201010**

The Vendor also needs to mention his Company Name, Address, User ID, Payment towards ESIC Registration Charges (at the back-side of Demand Draft of Rs. 2000) and ESIC Bid Processing Fees mentioning the Tender ID and Tender Title (at the back-side of Demand Draft of Rs. 4500).

Vendors also need to send the scanned copies of Demand Drafts at [ashish.goel@uplauctions.com](mailto:ashish.goel@uplauctions.com) mentioning their Company Name, Address and User ID for Approval of Registration, and Tender ID and Tender Title for Approval of Bid Processing Fees.

Medical

### Helpdesk Numbers

<u>Name</u>	<u>E-Mail</u>	<u>Phone Numbers</u>
1. Ms. Anjali Thombare	<a href="mailto:anjali.thombare@uplauctions.com">anjali.thombare@uplauctions.com</a>	+91-022-66865600/10/11
2. Mr. Nimesh Bhardwaj	<a href="mailto:nimesh.bhardwaj@uplauctions.com">nimesh.bhardwaj@uplauctions.com</a>	+91-0124-4302035/ +91-9310527400
3. Mr. Ashish Goel	<a href="mailto:ashish.goel@uplauctions.com">ashish.goel@uplauctions.com</a>	+91-0124-4302034/ +91-9818820646
4. Mr. Mayank Gupta (For Payment Related Queries only)	<a href="mailto:mayank@uplauctions.com">mayank@uplauctions.com</a>	+91-9716528440



**REGIONAL OFFICE MAHARASHTRA**  
**EMPLOYEE'S STATE INSURANCE CORPORATION**  
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Tele: 61209722: Tele. Fax: 24921701 & 61209717:VOIP-2002218  
E-mail : [rd-maharashtra@esic.nic.in](mailto:rd-maharashtra@esic.nic.in)  
[www.esicmaharashtra.gov.in](http://www.esicmaharashtra.gov.in) & [www.esic.nic.in](http://www.esic.nic.in)

Sub : **List of District**

Sr. No.	Name of the districts
1	Thane
2	Raigarh
3	Palghar
4	Pune
5	Solapur
6	Kolhapur
7	Satara
8	Sangli
9	Nasik
10	Nagpur
11	Amravati
12	Wardha
13	Gondia
14	Akola
15	Chandrapur
16	Buldhana
17	Aurnagabad
18	Nanded
19	Mumbai City
20	Mumbai Suburban
21	Dhule
22	Jalgaon