

INVITATION OF BIDS FOR ANNUAL TENDER FOR THE YEAR 2023-24
SAINIK SCHOOL KAPURTHALA

GENERAL REQUEST FOR PROPOSAL (RFP)

1. For and on behalf of The Principal Sainik School Kapurthala, the bids are invited from bidders for supply of items as per advertisement published on **01 MAY 2023**. Tender document may be downloaded from the website of <https://eprocure.gov.in> Or www.sskapurthala.com. Bids in sealed cover are invited for supply of items listed in Part II of this RFP. Please super scribe the above mentioned title, and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid. **Vendors desirous of quoting their rates should attach a demand draft of Rs 500 in favour of Principal, Sainik School Kapurthala-144601, and Payable at Kapurthala towards the cost of incidental expenses.**
2. The address and contact numbers for sending Bids or seeking clarification regarding this RFP are given below : -
 - (a) **Bids/queries to be address to.** The Principal Sainik School Kapurthala Punjab- 144601.
 - (b) **Postal Address for sending the Bids.** The Principal, Sainik School Kapurthala, , Punjab- 144601
 - (c) **Name/Designation of the contact personnel.** Mr Pardeep Kumar, Offg QM, Sainik School Kapurthala, Punjab- 144601.
 - (d) **Telephone numbers of the contact personnel.** 01822 -232283 / 01822-230184
 - (e) **E-mail IDs of contact personnel.** *sskapurthala@yahoo.com*
 - (f) **Fax Number.** 01822 -232283
3. This RFP is divided into Five Parts as follows:-
 - (a) **Part I** . Contains General Information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.
 - (b) **Part II**. Contains essential details of the items / services required, such as the Schedule of Requirements (SOR), Technical Specifications, and Construction Period etc.
 - (c) **Part III**. Contains Standard Conditions of RFP, Which will form part of the Contract with the successful Bidder.
 - (d) **Part IV**. Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.
 - (e) **Part V**. Evaluation Criteria & Price Bid Issues.
4. This RFP is being issued with no financial commitment and Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP should it be not necessary at any stage.
5. **All pages of this complete RFP have to be signed and attached with the bid.**
6. All Legal jurisdictions will be at Court Kapurthala only.
7. I/We am/are in possession of a complete set of RFP issued by you, and have under stood, and agree to abide by the above instructions as well as those contained in the contract forms. The attached RFP forms duly completed and signed are submitted herewith.

_____2023

(Signature of the Tenderer(s)
with office seal if any)

SAINIK SCHOOL KAPURTHALA

INVITATION OF BIDS FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (AMC) FOR COMPUTER HARDWARE AND PERIPHERALS INCLUDING NETWORKING FOR THE FINANCIAL YEAR 2023-24.

GENERAL REQUEST FOR PROPOSAL (RFP)

INSTRUCTIONS TO THE BIDDERS

All prospective Vendors

Sub: **Comprehensive Annual Maintenance Contract (AMC) for Computer hardware and peripherals including networking for the financial year 2023-24 — regarding.**

1. Vendors (Agencies/Firms/Individuals, etc.) who have sufficient expertise in the field of maintenance of computer hardware and peripherals, including networking, and those who fulfill all the terms & conditions governing the tender notice, are invited to participate in a two-bid system i.e. Technical/Pre-qualification and Financial for Comprehensive Annual Maintenance Contract for IT equipments belonging to the Sainik School Kapurthala, Punjab (the Purchaser) for a period of one (01) year from the date of awarding the contract.
2. The contractors are advised to visit the place of installation of these computers/peripherals, inspect & acquaint with local condition before quoting their rates.
3. Bidders are requested to follow the instructions/guidelines while participating in the tender process.
4. Just by quoting the lowest rate does not entitle the agency for the award of AMC. The decision of Principal Sainik School Kapurthala will be final and binding in respect of awarding the AMC.
5. **Bid Security Money** : Successful Bidders is required to submit Performance Security of an amount of Rs 30,000/- (Rupees Thirty Thousand only) as Security Money in the form of Demand Draft (DD) from any of the Nationalized / Commercial Banks drawn in favour of "Principal Sainik School Kapurthala payable at Kapurthala".
6. Bidders are required to submit an amount of 10,000/- (Rupees Ten Thousand only) as EMD in the form of Demand Draft (DD) from any of the Nationalised / Commercial Banks drawn in favour of "Principal Sainik School Kapurthala payable at Kapurthala".
7. The vendor taking part in the tender should have its office and service setup in/around the area of operation of the Office. The detailed address along with the name(s) of the contact person(s) are to be mentioned in the bid documents.
8. Vendors registered with Ministry of Micro Small and Medium Enterprise (MSME)/National Small Scale Industries Corporation (NSIC) are only exempted from payment of EMD. (Important: A copy of the valid registration certificate should be submitted along with the technical bid in support of claim.)
9. Bid submitted without EMD will be summarily rejected citing as "non-responsive".
10. Bid security of the unsuccessful bidders will be released as early as possible after finalization of the tender process.
11. The Purchaser reserves the right to cancel the process of tender at any point of time without assigning any further reason thereof.
12. Intended vendors may quote the rates as per enclosed proforma (Appx -A).

13. Vendors are requested to please go through the tender notice before participating in the tender process.

14. **Manner of depositing the Bids:** Sealed Bids should be either dropped in the Tender Box marked as

“TENDER BOX AT SAINIK SCHOOL KAPURTHALA”

or send by **speed post/registered post** at the address given above so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery / non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered. The bids will be submitted manually in the following manner: -

(a) **Folder 1** will contain the Technical Bids which consists of the following documents:

(i) EMD – Please refer Para 13 of RFP

(ii) Tender form Fee Rs 500/- for each Tender will be attached if downloaded from the School website or CPPP.

(iii) Attested copy of GST registration, Pan card and Aadhaar Card.

(iv) Income tax return certificate of last three Assessment years.

(v) A copy of current GST return.

(vi). A copy of CA Audit report includes assessment report, if audit is not applicable then a copy of self-attached assessment report.

(vii). Affidavit for non-black listing / no legal litigations (Format for the same is attached as **APPENDIX ‘A’** to this RFP).

(viii). Self-attested along with stamp at all pages of submitted document is mandatory.

(ix). Tender Conditions Acceptance Certificate (Format for the same is attached as **APPENDIX ‘B’** to this RFP).

(b) **Folder 2** will contain commercial bid.

15. **Time and date for opening of Bids:-** Mentioned in the tender advertisement.(If due to any exigency, the due date for opening of Bids is declared as closed holiday, the Bids will be opened on next working day at the same time or any other day/ time, as intimated by the buyer)

SCOPE OF WORK

16. The scope of work covers comprehensive maintenance of PC, Laptops, Servers, Projects, all types of Printers, Scanners, CD/DVD writers and UPS etc. (all spare including UPS batteries/Computer and Printer parts except cartridge) of the Sainik School Kapurthala, Punjab - 144601.

17. The number of items to be covered under AMC and coverage period of each items, has detailed in **Appx -A**.

18. The scope of work also includes maintenance of software procured by this office/in-built into the system and installed in computers and peripherals.

19. The Vendor shall also be responsible for deployment of necessary staff for cleaning of all hardware's using suitable cleaning material and equipment.

20. The engineers (RSEs) deployed shall be responsible for preventive maintenance with virus detection and corrective maintenance of the computers and peripherals under AMC and also maintenance of softwares.
21. The Vendor shall maintain the equipments as per manufacturer's guidelines and shall use genuine components/spare parts for replacement.
22. The Vendor must provide necessary support for maintaining VIRUS free computer environment.
23. The Vendor must be specialized in network (LAN, WAN etc.) troubleshooting.
24. Any reported fault would be rectified by the service engineer immediately. As far as possible, the repairs would be carried out on site itself. However, in case the equipment is taken to workshop, the Vendor would provide a standby for the same.
25. **Maintenance of Log Book:** A logbook shall be maintained in which the RSE (Engineer) shall record all the complaints made. He shall attend all the complaints received in following manner:-
- (a) Minor faults immediately.
 - (b) Major faults within 3-4 hours by replacement method, with the available spares.
 - (c) Major faults within 24 hours, except for the Laser Printers, which are to be got serviced from authorized service centers of manufactures.
 - (d) The Vendor shall be responsible for taking backup data and programme available on PCs before attending the fault and shall be also responsible for reloading the same. The backup copies are to be returned to the users, under acknowledgement.
 - (e) If the equipment is required to be transported to the Vendor's/manufacturer's service centre/workshop for repairs, the same shall be undertaken at the risk, cost and transportation of the Vendor under proper School Gate Pass.
 - (f) The replacement of components shall be as per manufactures (OEM) instructions.
 - (g) Repair and servicing of equipments can be carried out at site or at the Vendor's workshop after attending the complaint by replacement method and the same shall be done within 02 days of the receipt of complaints.
 - (h) The **scope of software maintenance covers** Maintenance of all software already installed in the personal computers and peripherals and the software to be installed at later stage.
 - (j) The rate quoted should also cover the maintenance of operating system, software installation and installation of patches, data recovery and pre-emptive action against virus spread, detection/removal of virus. Configuration of internet, configuration of applications (client/server), and client applications, connection of computers to projector for presentation, setting-up of video conference equipments, Proper functioning of LAN etc.

PREVENTIVE TERMS AND CONDITIONS

26. The Vendor shall carry out preventive maintenance regularly and shall plan, as per schedule of quantities, such that maintenance is carried out in each equipment **at least twice in three months.**
27. The schedule of preventive maintenance shall be as follows:-
- (a) Cleaning of all equipment using dry vacuum air, brush soft muslin clothes.

- (b) Running of test programme to ensure quality print/data reliability.
- (c) Checking of power supply source for proper grounding and safety of equipment.
- (d) Ensuring that the covers, screws, switches etc. are firmly fastened in respect of each machine.
- (e) Shifting of equipment as and when required.
- (f) Running of diagnostic software for system performance.
- (g) Minimum 10 key boards & mouse and 5 SMPS power supply etc. of reputed manufacturer, should be kept in the custody of Sainik School Kapurthala for replacement purpose as and when required to avoid the delay in work.

28. It shall be the responsibility of the vendor to make all the computers and peripherals work satisfactorily throughout the contract period and to hand over the systems in working condition to the Office of the Principal Sainik School Kapurthala after expiry of the contract.

PRE-QUALIFICATION CRITERIA

29. The Vendor (Company/Firm/Bidder etc.) should be based in Punjab or have a branch office in Kapurthala for offering seamless service (valid proof to be enclosed).
30. The Annual Turnover of last three years should be 50 Lacs (valid proof to be enclosed).
31. The intending vendors must have minimum three years' experience in undertaking AMC of computers/peripherals with at least two Govt reputed Organizations.
32. The Vendor quoting the rates should be registered with the Sales Tax/ Service Tax/ GST authorities. (Copy to be enclosed.)
33. Vendors registered with Ministry of Micro Small and Medium Enterprise (MSME)/National Small Scale Industries Corporation (NSIC) are only exempted from payment of EMD. (Important: A copy of the valid registration certificate should be submitted along with the technical bid in support of claim.)
34. Bid submitted without Bid-security will be summarily rejected citing as non-responsive.
35. **Resident Service Engineer (RSE)**. At least One RSE with prudent knowledge and expertise in the field of trouble-shooting computer hardware & peripherals, networking etc. shall invariably be posted in this office on alternative days (03 days a week) for prompt troubleshooting during normal office hours and even beyond normal office hours in case of exigency.

SPECIAL TERMS & CONDITIONS (STC)

36. **Jurisdiction of courts in case of dispute**: These terms and conditions/contract are governed by laws of India for the time being in force. Irrespective of the place of delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been at the place from which the acceptance of tenders have been received i.e. Kapurthala. Courts of Kapurthala shall alone have jurisdiction to decide any dispute arising out of or in respect of these terms and conditions/contract.

37. The successful Vendor of the Tender shall be required to execute one "Agreement for Annual Maintenance Contract for Computer System and Peripherals" with the Competent Authority of this office. The notice shall form a part of contract document.

38. Vendor will not sub-contract or permit anyone other than the company personnel to perform any of the work services or other performance required under this Service Level Agreement (SLA) without the prior written consent of the Competent Authority of this office.

39. At the end of the AMC contract period, both the Purchaser and the Vendor shall certify separately that the Computer systems/Electronic Devices are in satisfactory working condition and that no faults or complaints is pending.

40. **Access to Books of Accounts.** In case it is found to the satisfaction of the Buyer that the Supplier has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Supplier, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information.

41. **Non-disclosure of Contract documents.** Except with the written consent of the Supplier, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

42. **Liquidated Damages.** In the event of the Supplier's failure to submit the Bonds, Guarantees and Documents, supply the stores / goods and conduct trials, etc as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SUPPLIER as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed / undelivered stores mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.

43. **FORCE MAJEURE:-** If at any time during the continuance of this contract the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fire, floods, explosions, epidemics, quarantine restriction, or acts of God (herein after referred to as eventualities") and provided notice of the happenings of any such eventuality (duly certified by International Chamber of Commerce in case of foreign parties) is given by either party to other within 21 days from the date of occurrence thereof, neither party shall by reasons of such eventuality be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such nonperformance or delay in performance.

44. Deliveries under this Contract shall be resumed as soon as practicable after such eventuality has come to an end or ceased to exist and the decision of the Purchaser as to whether the deliveries have so resumed or not shall be final and conclusive. Provided further that if the performance in whole or in part of any obligations under this Contract is prevented or delayed by reasons of any such event for a period exceeding 60 days either party may at its option to terminate the Contract.

45. Provided also that the Contract, if terminated under this clause, the Purchaser shall be at liberty to take over from the Contractor at a price to be fixed by the Purchaser which shall be final, all unused, undamaged arc acceptable material, bought out components and stores in course of manufacture in the possession of the Contractor at the time of such termination or such portion thereof as Purchaser may deem fit except such material, bought out components and stores as the Contractor may, with the concurrence of the Purchaser, elect to retain. 16.

46. All supplies will be subject to the approval by the Principal, Sainik School Kapurthala or by a representative appointed by him before they are finally accepted/ or any payment made. Supply will be delivered at School premises at the cost of contractor and when needed and where applicable will be compared with the brand/sample already obtained and inspected. Damaged or inferior items will have to be replaced by the contractor at his cost.

47. **Termination of Contract.** The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases:-

- (a) The delivery is delayed for causes not attributable to Force Majeure for more than (01 months) after the scheduled date.
- (b) The Supplier is declared bankrupt or becomes insolvent.
- (c) The construction work is delayed due to causes of Force Majeure by more than (01 months) provided Force Majeure clause is included in contract.
- (d) The Buyer has noticed that the Supplier has utilized the services of any Indian / Foreign agent in getting this contract and paid any commission to such individual / company etc.
- (e) As per decision of the Principal.

PENALTIES

48. If the Vendor does not attend to the complaint within 4 hours from the time of logging the complaint, a penalty @ 3% of the value of AMC charges of the equipment, not available for use, shall be levied.

49. Penalty shall be levied @ 5% of the value of AMC charges for that equipment for each subsequent day after 48 hours from the date and time of registering the complaint.

50. Penalty shall be levied for the absence of Resident Engineer at rate of Rs.500/- (Rupees Five hundred) only for every working day.

PAYMENT TERMS

51. No advance payment will be made in any case.

52. Payment shall be made pro-rata on quarterly basis at the end of each quarter on satisfactory rendering of services during the covering period.

53. The Net amount will be paid after deduction of TDS as applicable from time to time.

54. Payment for any inclusion/deletion of computer and peripherals during the AMC period will be calculated on pro-rata basis.

55. Penalty, if any, imposed during the period shall be deducted from the running quarterly payments.

56. Enhancement or decrease of taxes, duties or prices of components, etc., will not affect the AMC rates during the entire period of AMC. No difference shall be paid or claimed as a result of the above.

57. **Extension Clause.** Based on the performance of the vendor, the contract may be extended for another 01 years at the discretion of the Principal Sainik School, Kapurthala on the existing terms and conditions.

(To be given on Company Letter Head / Affidavit)

To

The Principal
Sainik School Kapurthala
Punjab-144601

Subject: NON-BLACKLISTING CERTIFICATE

Dear Sir,

This is to certify that M/s _____ has not been blacklisted and no criminal case is pending in any Government Organization. Non-Government or Public Sector organization in India before submission of this bid document.

Yours faithfully,

Date:

(Signature of the bidder, with official seal)

TENDER ACCEPTANCE LETTER (To be given on Company Letter Head / Affidavit)

Date :

To,
The Principal
Sainik School Kapurthala
Punjab- 144601.

Subject: **Acceptance of Terms and Conditions of Tender.**

Tender Reference No.:

Name of Tender/Work:

Dear Sir,

1. I/We have downloaded/obtain the tender documents(s) from the above mentioned Tender/Work from the website(s) namely: _____

_____ as per your advertisement, given in the above mentioned website(s).

2. I/We hereby certify that I/We had read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedule(s), etc.) which form part of the contract agreement and I/We shall abide hereby by the terms/conditions/clauses contained therein.

3. The corrigendum(s) issued from time to time by your organization too have also been taken into consideration, while submitting the acceptance letter.

4. I/ We hereby unconditionally accept the tender conditions of above mentioned tender document(s) in its totality/entirety.

5. In case any provision of this tender are found violated, then your organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the bidder, with official seal)

BID SECURITY DECLARATION FORM (To be given on Company Letter Head / affidavit)

Date_____

Tender No

To (insert complete name and address of the purchase)

I/We, the undersigned, declare that

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period for one year from the date of notification if I am/We are in a breach of any obligation under the bid conditions , because I/We

- (a) have withdrawn/modified/amended , impairs or derogates from the tender, my /our bid during the period of bid validity specified in the form of Bid or
- (b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract , if required or (ii) fail or re-use to furnish the Performance Security, in accordance with the instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed : (Insert signature of person whose name capacity are shown)

In the capacity of (Insert legal capacity of person signing the Bid Securing Declaration)

Name : (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for a n on half of insert complete name of Bidder)

Dated on_____days of_____ (insert date of signing)

Corporate Seal (Where appropriate)

(Note : In case of joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.)

Certified that I hereby accepts all terms and Conditions of this RFP