

No. 21-23/2015-IT
TELECOM REGULATORY AUTHORITY OF INDIA
Mahanagar Doorsanchar Bhawan, J.L. Nehru Marg,
Old Minto Road, New Delhi - 110002

Date : 08 January. 2016

To

Subject: Limited Tender Enquiry for Comprehensive Annual Maintenance of Desktop Computers, Printers, Multifunctional Devices, Scanners, Laptops, including their interworking with other equipments at the office of Telecom Regulatory Authority of India (TRAI), New Delhi.

1. Telecom Regulatory Authority of India (hereinafter referred to as TRAI) is inviting bids for 'Comprehensive Annual Maintenance of Desktop Computers, Printers, Multifunctional Devices, Scanners, and Laptops including their interworking with other equipments, at TRAI's Office at Mahanagar Door Sanchar Bhavan, (Old Minto Road) Jawaharlal Nehru Marg, New Delhi 110002, as per commercial details mentioned in Parts 1, 2, 3 and Annexure A to F, for a period of two years which may be extended by TRAI for a further period of two years for a maximum period of four years.
2. The Bidders may submit their offer strictly in accordance with the enclosed formats (i.e. Parts 1, 2, 3 and Annexure A to F) only.
3. The Bidders shall accept all technical /commercial terms & conditions mentioned in the Bid Documents.
4. TRAI reserves the right to reject any or all the offers without assigning any reason thereof. The "Technical Bid" shall contain company details and compliance statement of terms and conditions (in enclosed formats Parts 1, 2, 3 and Annexure A, B, C, D, E and F).
5. The two sealed separate envelopes one containing the EMD and Technical Bid and the other containing Financial Bid respectively should be put in one big envelope duly sealed and super scribed as '**Tender enquiry for Annual Maintenance Contract for Desktop Computers, Printers, Multifunctional Devices, Scanners & Laptops including their interworking with other equipments at Telecom Regulatory Authority of India (TRAI), New Delhi**'. The sealed tenders duly filled in and complete in all respects shall be addressed to Technical Officer (IT) and reach the Reception Office of TRAI, either by Post/Courier/by Hand at the following address on or before **3:30 pm on 01st February, 2016.**

Technical Officer (IT)
Telecom Regulatory Authority of India
Mahanagar Doorsanchar Bhawan
Old Minto Road, J.L. Nehru Marg,
(Next to Zakir Husain College)
New Delhi - 110002.

TRAI shall not be responsible for any delays and will not entertain the bids received after due date and time mentioned above. The bids which are received by TRAI after the expiry of the prescribed period are liable to be ignored.

Note: *Offers/ Counter offers submitted in any manner other than specified above, shall not be considered valid.*

6. The Technical Bid shall be evaluated by a Committee. The financial bids of only those bidders who qualify in evaluation of Technical Bid shall be opened. The date, time and venue for opening of Financial bids shall be communicated separately to the bidders who qualify in the Technical Bid.

7. The bidder qualified in the technical evaluation and quoting the lowest price will be declared L1 for the purpose of awarding the work order.

8. EARNEST MONEY DEPOSIT

8.1 The Bidders are required to furnish Earnest Money Deposit (EMD) along with their offer. The EMD, in the form of Demand Draft/Pay Order drawn on any Nationalized Bank favouring Telecom Regulatory Authority of India, New Delhi, payable at New Delhi for amount of Rs 20,000/- (Rs. Twenty Thousand only), shall be submitted along with the Bid.

8.2 The EMD of the bidder shall be forfeited if the bidder furnish any wrong information, misleads TRAI during the course of evaluation of the bid by providing false or misleading information. EMD shall also be forfeited, if the bidder does not accept the offer on being asked to do so.

8.3 The EMD of the unsuccessful Bidders shall be released only after the selection of the successful bidder or six months whichever is earlier. The EMD of the successful bidder shall be released after the Performance Bank Guarantee is received.

NOTE: *Please note that offers not accompanied by the required EMD are liable to be summarily rejected.*

9. It is the responsibility of bidders to read all terms & conditions of this tender carefully before filling the tender document. Incomplete tender documents or bids not in accordance with the terms and conditions of tender document shall be rejected. TRAI reserves the right to split or reject any or all the bids without assigning any reason.

Signature of the bidder with Company Seal

10. Any vagueness/incomplete details in the offer shall make it liable to be rejected as such shortcomings in the offer shall be interpreted as incompetence and disinterest or deliberate omission on the part of the bidder to meet tender requirements.

11. Bids are being invited for annual maintenance contract (AMC) for Desktop Computers, Printers, Multifunctional Devices, Scanners, and Laptops, including their interworking with other equipments. The scope of work under the AMC and the list of hardware equipment, etc., presently installed at TRAI's office at Mahanagar Doorsanchar Bhawan (Old Minto Road) Jawaharlal Nehru Marg, New Delhi 110002 and are placed at **Annexure 'C'** and **'D'**, respectively.

12. The bidder must ensure that they meet all the qualifying criteria listed in para 2.1 of Part 2 of this tender document.

13. Providing wrong information will lead to rejection of bid.

14. No correspondence/enquiry after submission of bid will be entertained.

15. The tender document consists of total **28** pages including the covering letter and checklist.

Yours faithfully,



(S. Ganesh)

Technical Officer (IT)

Tel.: 23664606

INSTRUCTIONS TO BIDDER

Limited tender enquiry for Comprehensive Annual Maintenance Contract (AMC) of Desktop Computers, Printers, Multifunctional Devices, Scanners and Laptops including their interworking with other equipments at the office of TRAI located at Mahanagar Doorsanchar Bhawan, J.L.Nehru Marg, New Delhi.

1. Offers on original printed sheets of company's letter head will only be considered. Offers submitted by fax or in any manner other than specified above shall not be considered. The bids shall exactly be according to the prescribed formats. Modifications or rewording of formats shall not be acceptable.

2. The bid in respect of the indicated items shall be submitted under two-bid system: (i) EMD & Technical Bid and (ii) Financial Bid, in separate sealed covers super scribed accordingly. The two envelopes shall be put in a bigger envelope and sealed. All sealed bids must be addressed to:-

Technical Officer (IT)

Telecom Regulatory Authority of India
Mahanagar Doorsanchar Bhawan
Old Minto Road, J.L. Nehru Marg,
(Next to Zakir Husain College)
New Delhi - 110002.

3. Qualifying Criteria:

- i) Bidder shall accept all the Terms and Conditions and sign, stamp on each and every page of Part-1, Part-2 and Part-3 and Annexure from A to F of the tender Document which shall be serially numbered and certified by the bidder that Bid contain ___ number of pages as token of acceptance.
- ii) The annual turnover of the Bidder shall not be less than Rs. 50 lakhs (Rupees Fifty Lakh) out of which at least Rs. 30.00 lakh or more in ICT hardware Maintenance Service only in the three preceding financial years. Turnover certificate from Chartered Accountant indicating that the turnover is from the above mentioned Service in this regard shall be enclosed.
- iii) The bidder shall have presence in the National Capital Region (NCR) and be registered with Sales/Service Tax Department of concerned area.
- iv) The firm should be formed under the relevant Act of Govt. of India and should be in existence for over 5 (Five) years in the related trade.
- v) The bidder shall provide performance certificates of minimum three years' experience (of which at least two year experience with Government Organizations/PSUs) during last five financial years of doing maintenance of Desktop Computers (approximately 200 nodes),

Printers (Laserjet/Deskjet), Multifunctional Devices (printer-cum-fax-cum-scanner-cum-photocopier), Scanners & Laptops including their interworking with other equipments. The bidder shall provide the list of its customers along with their contact address and phone number (present and past) for verification if required.

- vi) The bidder shall enclose testimonials in support of experience mentioned in the preceding para.
- vii) The bidder shall furnish copies of PAN/TIN/Service Tax registration certificate along with the Audited Profit and Loss and Balance sheet for last three years.
- viii) The bidder shall furnish the copies of Acknowledgements for the last three years for Income Tax returns filed with Income Tax Department.
- ix) The firm shall have adequate physical infrastructure based at Delhi & NCR to support AMC project, such as in-house test cum repair centre and the bidder shall have more than 20 technical staff on their pay roll. Such in-house test and repair Centre may be inspected by TRAI in case of need (Affidavit along with latest EPF/ESI submission copy).
- x) The bidder should have registered in Provident Fund/ESI Department of Centre/State Govt. (latest EPF/ESI submission copy).
- xi) The firm shall provide necessary support for maintaining VIRUS free LAN environment in TRAI in accordance with guidelines prescribed by Cert-in or other government agencies.

4. Earnest Money Deposit:

EMD for an amount of Rs. 20,000/- (Rupees Twenty Thousand only) in the form of Demand Draft/Pay Order drawn on any Nationalized Bank favouring the '**Telecom Regulatory Authority of India**' payable at New Delhi, shall be submitted with the Technical bid in an envelope super scribed as 'EMD and Technical bid for Annual Maintenance Contract for Desktop Computers, Printers, Multifunctional Devices, Scanners, Laptops including their interworking with other equipments at Telecom Regulatory Authority of India (TRAI), New Delhi', without which the bid shall be summarily rejected.

5. Technical Bid:

The Technical Bid should be in a sealed envelope with the EMD, super scribed as "EMD & Technical Bid for Annual Maintenance Contract for Desktop Computers, Printers, Multifunctional Devices, Scanners & Laptops including their interworking with other equipments at Telecom Regulatory Authority of India (TRAI), New Delhi".

The Technical Bid must contain:

- 5.1 Undertaking from the Bidder - as per format given in **Annexure 'A'**.

- 5.2 Compliance of Terms and Conditions - as per format given in **Annexure 'B'**.
- 5.3 Annual financial statements viz. Balance Sheet, Profit & Loss Account together with Income-tax Return of the company for the last three financial years.
- 5.4 Income Tax PAN Card Number and TIN.
- 5.5 Copy of Service Tax registration Certificate.
- 5.6 Details along with proof for the last three financial year's experience of providing the maintenance of Desktop (200 nos.) Computers, Printers, Multifunctional Devices, Scanners & Laptops including their interworking with other equipments. Bidders shall enclose experience certificates from three agencies out of which at least **two** year from Govt. organization / PSU. (*Document shall contain Purchase order along with successful completion certificate. In case of Government organization such certificate may be signed by an officer not below the rank of Under Secretary*).
- 5.7 *Details of similar nature of work performed during the past period by the firm in the offices their names with period, along with documents supporting the same, along with their contact numbers, addresses, etc.*
- 5.8 An affidavit (notarized) stating that in the last three years, they have not been blacklisted by any firm/organization/PSU.
- 5.9 Signed copies of Part-1, Part-2 and Part-3 of the tender and 'Annexure A to D and F'.

6. Financial Bid:

The Financial Bid should be in a separate sealed envelope super scribed as "Financial Bid for Annual Maintenance Contract for Desktop Computers, Printers, Multifunctional Devices, Scanners & Laptops including their interworking with other equipments at Telecom Regulatory Authority of India (TRAI), New Delhi".

- 6.1 The Financial Bid shall contain **nothing but prices** as per the *format* enclosed as **Annexure 'E'**. The bidders are advised to use the prescribed format only (Annexure-E), otherwise, the Financial Bid will be summarily rejected.
- 6.2 In no case any terms and conditions or technical deviations or any other amendment shall be included in the Financial Bid. Any additional options, terms, etc. shall be ignored while evaluating the Financial Bid.

- 6.3 No bid shall be accepted after the prescribed last date and time. Bids received after the prescribed last date and time shall be summarily rejected.
- 6.4 The Technical Bids will, as far as possible, be opened at 04.00 p.m. on the same day (*i.e. the last date for tender submission, 01 Feb 2016*) in TRAI Office at Mahanagar Doorsanchar Bhawan, Old Minto Road, J.L. Nehru Marg, Next to Zakir Husain College, New Delhi-110002.
- 6.5 Financial Bids of Bidders who qualify in technical evaluation only shall be opened.
- 6.6 The successful bidder shall be required to enter into a performance contract agreement with TRAI. The contract that may eventuate from the tender document shall be governed by the conditions detailed in the contract.
- 6.7 All documentations are required to be in English.
- 6.8 Bid should be filled with neat legible and correct entries. Indistinct figures, erasures and alterations are not permitted in the bid.
- 6.9 Failure to comply with any condition mentioned in the tender will render the bid void. Please cross out any mistakes and re-write the same and countersign.
- 6.10 Incomplete bids, amendments and additions to tender terms and conditions after opening and late bids are liable to be ignored.
- 6.11 In the event of space in any particular schedule being insufficient for the required purpose, additional pages may be added. All such additional pages in each schedule must be numbered consecutively, and duly signed (with full signature on each page) by the bidder. In such cases, reference to the additional pages must be made at appropriate places.
- 6.12 Cost involved in submitting the bids, attending the tender opening meeting, arrangements for the demonstration/presentation, etc. shall be borne by the bidder.

TERMS AND CONDITIONS

1. VALIDITY OF THE OFFER:

The offer shall be valid for three months from the date of receiving of bids; it can be further extended for a period of three months at the discretion of TRAI.

2. SERVICE AND SUPPORT:

2.1 The bidder shall make available at least the following manpower:-

- a) One full time on-site System Administrator having Microsoft Certified Solutions Expert / Red Hat Certified Engineer (RHCE) or equivalent qualification with antivirus certification and he/she should have minimum 4 years experience in computer networking and maintenance of overall system. Further he/she be having complete idea about Firewall security policy and maintenance of computer/server/laptops/printers antivirus protection and internet security software.
- b) One fulltime on-site Engineer with Certified Network Engineer and diploma in Computer Hardware
- c) The bidder shall ensure that the maintenance services are available from '9:00 AM to 6:30 PM' from Monday to Friday Bidder shall also make available required additional manpower on Saturday, Sunday, holiday and beyond office hours on working days as and when their services are required by TRAI without any extra remuneration. Bidder shall ensure that all such persons be accessible at all times on mobile phones and he/she should have his/her own vehicle for meeting emergency needs.
- d) The bidder shall provide Bio-data of eligible professionals/representatives, who may be deputed for undertaking the work, along with their certificates and experiences. The eligible candidate will be short-listed on the basis of his/her merit, skills and knowledge. The names, addresses and the telephone numbers of the representatives shall be provided to TRAI.
- e) If any of the aforementioned representatives are not available, the suitable replacement shall be provided by the bidder immediately.
- f) The bidder shall provide details of the said two representatives along with their certificates & experience. In no case, the bidder shall change the two representatives without prior approval of TRAI. In case it is unavoidable, the bidder shall get prior approval from TRAI. If after awarding of contract, the bidder fails to provide manpower as per satisfaction of TRAI, penalty clause will be invoked, assuming as if manpower is not being sent by the bidder.

- g) Bidder shall arrange to get the character and antecedents of the Engineers verified from Police authorities before their deployment in this office and their full particulars should be furnished to TRAI.
- h) The bidder shall be responsible for compliance of all statutory provisions relating to minimum wages Provident Fund/ESI / bonus etc as applicable, in respect of the persons deployed by him/her in TRAI.
- i) TRAI shall not be responsible for any damage, losses, claims, financial or other injury to any person deployed by service providing agency/bidder in the course of their performing the functions/duties, or for payment towards any compensation.

2.2 Comprehensive Maintenance: The rates quoted should cover the replacement of the faulty parts, maintenance of operating system, software installation, installation of patches, virus checking / removal, configuration of e-mail/ internet, configuration of applications, e.g., file tracker (client/server application), maintenance of various servers and client applications, connection of computers to projector for presentations and any other work which may be assigned by TRAI under the Scope of Work at **Annexure-C**.

3. **MAINTENANCE:**

- 3.1 The bidder shall provide maintenance services from '9:00 AM to 6:30 PM' from Monday to Friday. Bidder shall also make available required manpower on Saturdays, Sundays, holidays and beyond office hours on working days as and when their services are required by TRAI without any extra remuneration.
- 3.2 The bidder shall fulfill all the responsibilities as per the tender document including liaisoning for troubleshooting & maintenance of LAN components including Servers, Computers and peripherals including their interworking with other equipments. The AMC shall be comprehensive.
- 3.3 Preventive maintenance of all the items covered under AMC (as per **Annexure-D**) would be carried out on quarterly basis. A Preventive Maintenance Report from the user would be submitted to I.T. Section of TRAI, failing which an appropriate penalty would be imposed.

4. **RESPONSIBILITIES OF THE BIDDER:**

The bidder shall be responsible for the following activities, namely:-

- 4.1 Total Hardware maintenance including repair and replacement of faulty parts (this includes printer Teflon/head replacement, etc), (Please refer items mentioned in Annexure-D) excluding consumable item.
- 4.2 The bidder shall be responsible for taking backup data and programme available on PCs/Laptop/Server before attending the fault and shall also

responsible for reloading the same. The backup copies are to be returned to the users, under acknowledgement. All the existing configurations to the corresponding computer have to be restored back by the bidder. Even in case of hard disc failure or virus infection, the bidder should make all the attempts to recover the data wherever possible.

- 4.3 The bidder shall have the required drivers (CD/DVD/Hard disc etc) for maintaining the PCs and peripherals for configuring them. Details of items kept for this purpose should be informed to IT Section in writing.
- 4.4 Quarterly Preventive Maintenance of hardware devices, etc., as per Annexure 'D' and submission of report thereof. The bill for a quarter will be paid only after the bidder submits preventive maintenance report to the satisfaction of TRAI.
- 4.5 Providing necessary support for maintaining VIRUS FREE LAN environment in TRAI and help in upgrading the software's Virus Detection Mechanism in accordance with guidelines prescribed by Cert-in.
- 4.6 Anti-virus software installation, regular up gradation of software, updating virus definitions and virus cleaning of desktops and laptops mentioned in Annexure D.
- 4.7 Total software maintenance, i.e., application loading on the servers and patching up the operating systems for keeping them up-to-date and vulnerability free.
- 4.8 Maintaining a dust free environment with proper arrangement of connected wires etc in the server room
- 4.9 Re-installation of servers, routers, switch, as and when, required by TRAI.
- 4.10 Network operations:
 - (a) Providing assistance for upkeep of Network Switches if required.
 - (b) Providing assistance for upkeep of Router if required.
 - (c) Troubleshooting user terminals of Network related problems
 - (d) Providing assistance for addition / alteration of network points
 - (e) Upkeep of applications for proper and smooth functioning of TRAI's e-mail and e-mail configuration through 'outlook', etc.
 - (f) The bidder shall be responsible for putting addition, alteration and upkeep of IO points including maintenance and laying of additional cabling between switches-IO points-desktops. The requisite materials for this purpose will be provided by TRAI. The labour charges, if any, shall be borne by the bidder.
 - (g) Any other work as may be assigned by TRAI.

- 4.11 Proper operations and upkeep of security system, i.e., checkpoint firewall installed with the server.
- 4.12 Quarterly preventive maintenance also includes regular cleaning of individual Desktop Computers, Printers, Multifunctional Devices, Scanners, and Laptops including their interworking with other equipments.
- 4.13 Regular virus cleaning of all Desktop Computers/Servers as per requirement of TRAI.
- 4.14 Shifting and reinstallation of Desktop Computers/Printers, etc., as and when required by TRAI.
- 4.15 Monitoring speed of Lease Line and liaisoning with service providers.

5. **PART REPLACEMENT:**

Bidder is required to keep with him sufficient stock of spares for each item taken under AMC at the beginning of the contract period. In case at any point of time during contract, the vender is unable to re-pair any item under contract due to non-availability of parts or item declared obsolete by the OEM, the charges paid by TRAI for that particular item, since the beginning of the contract would be deducted from next quarterly payment to the vendor. In addition, a penalty of 10% of the cost value of item would also be deducted from next quarterly payment.

6. **FAULT REPAIR AND UP-TIME:**

- 6.1 A logbook in physical form as well as in electronic form shall be maintained in which the Engineers shall record all the complaints related to computers and allied machines and submit a weekly report with all the complaints along with root cause analysis (RCA). All the complaints received shall be attended by them in following manner:-
 - (a) Critical* faults immediately.
 - (b) Major# faults within 4 hours by replacement method, with the available spares, if instructed by the IT Division. Other Major faults within 48 hrs, which are to be got serviced from authorized service centers of manufactures.
 - (c) Minor\$ fault in Desktop and end user network may also be attended as early as possible with the convenience of the User.

Note:

* Critical = The situation is causing high impact on the related work/business and the dependents are also suffering;

Major = Important work of individual is affecting causing loss of man hours;

\$ Minor = OS updation, patch updation, updation of software, corruption of browser etc. paper jam message on printer, ups beeping etc.

If the bidder fails to rectify the faults of the system, even after the Quarterly maximum limit of penalty of ten per cent (10%) of the amount for the whole year has been reached, TRAI, at its discretion, may terminate the contract and get faults rectified or the faulty parts replaced through a third party and recover the cost of such repair or cost of replacement of the faulty parts and other expenses, if any, incurred by it for getting the faults rectified, from the bidder either from the pending bills of the bidder or by encashment of the bank guarantee / security deposits, as the case may be. All additional resources required/deployed by the bidder to meet uptime shall be provided without any additional cost to TRAI.

6.2 The fault reported shall be attended immediately by the service engineers of the bidder. The repairs shall be carried out on-site it-self. However, In case the equipment (viz. server, router, switch, etc.) is required to be taken to the workshop of the bidder, a prior approval of TRAI shall be required. The bidder shall provide stand-by equipment equivalent to repairable machine in complete working order till such repair is carried out.

6.3 The successful bidder will keep at least two Desktop Computers (Computer system with latest configuration i.e. at least i3 system with minimum 4 GB RAM and DVD writer), two Laserjet Printers and one flat bed scanner as stand by in TRAI premises to meet any emergent situations. Such equipments shall be made available at TRAI premises within 20 days of start of the Contract. Vendor will be allowed to deploy further standby equipments to meet any emergencies but the total standby equipment will be limited to 5 equipments in each case. If additional deployment of standby equipments shall be with the prior approval of TRAI only

7. PENALTY:

7.1 The bidder shall ensure the availability of personnel as mentioned in para 2.1 hereinbefore. In case of failure to provide such personnel as mentioned in para 2.1 hereinbefore, the penalty at the following rates, shall be imposed on the bidder :-

- a) System Administrator with Hardware maintenance experience - Rs. **2000/-** per day of absence
- b) Certified Network Engineer & Diploma in Computer Hardware - Rs. **1500/-** per day of absence

7.2 In case, the bidder fails to ensure the availability of personnel as mentioned in para 2.1 hereinbefore, a penalty of the amount payable as per para 7.1 for that quarter for that particular reason shall be recovered from the unpaid/subsequent bill.

7.3 The down-time penalty charges if not rectified within 48 hours or not replaced by stand by equipments shall be as follows:

SN	Items	Penalty Amount in Rs. Per day
1.	Server/Desktop including operating system, key board, mouse etc.	Rs. 400.00
2.	Printer	Rs. 200.00
3.	Scanner	Rs. 100.00

Penalty on non completion of Preventive Maintenance in time

The preventive maintenance shall be completed within the particular quarter and any slippage in this will attract a penalty of 3% of the annual contract amount.

Quarterly maximum limit of all the penalties taken together shall be limited to be of ten per cent (10%) of the Annual contract amount

8. POWER OF ATTORNEY/AUTHORIZATION

The bidder shall provide the power of attorney or valid authorization, as the case may be, to the person who signs the tender on behalf of the bidder.

9. PRICES:

9.1 The bidder shall quote the rates in figures as well as in words. The amount must be filled in the respective columns in the schedule (**Annexure 'E'**). The figures should be clearly written and there should be no overwriting. In case of any difference in the two amounts, the amount mentioned in words shall be considered final. The bid amount will be calculated by multiplying the rate per machine quoted by the bidder by the number of machines of each type and then adding up. Further the bidders are advised to quote price before Tax, percentage of Taxes and Price after tax, separately.

9.2 **Bid Evaluation criteria:** The bid amount "inclusive of all taxes, if any" shall be taken into account for selecting the L1 bidder.

9.3 Taxes will be on actual, any decrease or increase in the taxes will be passed on to TRAI.

10. PAYMENT TERMS:

10.1 After the end of every quarter, the contractor shall submit a report for the work executed during the quarter. The payment will be made on quarterly basis, i.e., 25% of the annual charges for each completed quarter, subject to the completion of work to the satisfaction of TRAI and only after the verification of bills complete in all respects. ***If the work has not been performed to the satisfaction of TRAI, payments will not be made till the remedial measures are taken.***

- 10.2 Due to administrative reasons, any hardware items may be withdrawn from the contract by TRAI. In such cases, payment for those items will be made to the bidder up to the period the same was kept under AMC.
- 10.3 Tax at prevailing rates as per Income Tax Act will be deducted at source.

11. PERIOD OF CONTRACT:

The initial contract shall be valid for a period of two years subject to satisfactory fulfillment of the obligations under the contract. TRAI may, at its discretion renew/extend the contract on the same terms and conditions on yearly basis for a maximum of two years i.e. a total of four years.

12. PERFORMANCE BANK GUARANTEE:

- 12.1 The successful bidder is required to submit a Performance Bank Guarantee from a Nationalized Bank in favour of the Telecom Regulatory Authority of India, New Delhi in prescribed format for an amount equal to ten per cent. (10%) of the contract value, valid for a period of thirty months (30 months) from the date of order.
- 12.2 The Performance Bank Guarantee (PBG) shall be submitted within 15 (fifteen) days of release of the offer letter. In case the PBG is not received within this period, TRAI reserves the right to cancel the order and forfeit the EMD.
- 12.3 In case the duration of contract is extended for a further period as provided in Para 11, the bidder shall extend the Performance Bank Guarantee which shall have validity up to six months beyond the extended period of the contract.

13. SPARES AND TOOLS:

The bidder shall keep tools to facilitate uninterrupted working condition of the equipments under lock and key in the space to be provided by TRAI for day-to-day maintenance activity.

14. SIGNING OF TENDER:

- 14.1 The individual signing the tender (or the documents in connection with it) must specify whether he/she is signing as:
- a) A sole proprietor of the firm, or a constituted attorney of such a proprietor and enclose the proof of sole proprietor;
 - b) A partner of the firm, if it be a partnership, in which case he must have the authority to refer to arbitration, disputes if any, concerning the business of the partnership, either by virtue of the partnership agreement or by virtue of a power of attorney and enclose the copy of partnership deed.

c) Authorized signatory of the company, if it is a company (a valid letter of authority in this respect along with memorandum and articles of association of the company must be enclosed along with the bid).

14.2 A person signing the tender form or any part thereof, on behalf of another, shall be deemed to warrant that he has the authority to bind the other and if, on inquiry, it appears that the person so signing has no authority to do so, TRAI may without prejudice to other civil and criminal remedies available to it under the law, cancel the contract and hold the signatory liable for all costs and damages.

14.3 ***Each and every page of the tender document shall be signed and stamped.***

15. RESULTS OF THE TENDER:

Acceptance of the tender shall be communicated by TRAI through fax/courier in the form of offer of letter to the successful bidder. The successful bidder shall give the acceptance of offer letter in writing to TRAI within seven (7) days from the date of issue of the *offer letter*. Failing this, TRAI reserves the right to cancel the *LoI* and place the order on the next eligible bidder.

16. TERMINATION CLAUSE:

TRAI reserves the right to terminate the contract by giving one month's advance notice to the bidder without assigning any reason. If during the validity period of the contract, the services of the bidder are not found to be satisfactory, TRAI may, at any time, terminate the contract by giving a notice of one month and also make deductions, for such unsatisfactory service as per the relevant penalty clauses of the agreement including the cost incurred by it for getting the work done from any other party, from the bills of the bidder or from the performance bank guarantee without prejudice to remedies available to the TRAI, under law.

17. ARBITRATION:

In the event of any dispute arising between TRAI and the bidder, the matter shall be referred to the Pr. Advisor (TD), TRAI, who may himself act as sole arbitrator or may name as sole arbitrator an officer of TRAI notwithstanding the fact that such officer has been directly or indirectly associated with the tender process or the contract between the parties. The bidder shall not be entitled to raise any objection to the appointment of such officer of TRAI as the sole arbitrator. The award of the arbitrator shall be final and binding on both the parties, subject to the provisions of the Arbitration and Conciliation Act, 1996 and rules made there under, for the time being in force. The arbitration proceedings shall be held at New Delhi. The language of arbitration shall be English.

18. JURISDICTION:

In case any party wants to take any dispute to a court of law after arbitration award as aforesaid, only courts in Delhi/New Delhi shall have jurisdiction.

19. CONFIDENTIALITY:

The Contractor shall maintain absolute confidentiality about all data/information etc., made known or revealed to the Contractor or such data, information, etc., to which the Contractor or its employees have access during the course of execution of this agreement. The Contractor shall be liable to fully compensate for any breach of this condition on the part of its employees. The decision of TRAI as to the quantum of compensation to be recovered from the Contractor for any such breach of confidentiality shall be final and binding on the Contractor and the recovery of such compensation shall be without prejudice to any action which may be taken by TRAI against the Contractor and / or his employees jointly or severally, in accordance with law. If, during the contract period, if TRAI has reasons to believe that the Contractor has failed to maintain absolute confidentiality about the data or information made known to the Contractor or revealed to the Contractor during the course of execution of this agreement, without prejudice to the other legal remedies available to TRAI under any other law for the time being in force for such breach, TRAI reserves the right to terminate the agreement without giving any advance notice to the Contractor of such termination.

UNDERTAKING FROM THE BIDDER

(In the firms/company's letter pad)

We hereby accept all terms and conditions (tender document as a whole) mentioned in 'Tender enquiry for Comprehensive Annual Maintenance Contract for Desktop Computers, Printers, Multifunctional Devices, Scanners, Laptops **including their interworking with other equipments** at office of Telecom Regulatory Authority of India at Mahanagar Doorsanchar Bhavan, Old Minto Road, J.L. Nehru Marg, New Delhi – 110002'.

(Authorized Signatory)

(Company Seal)

Name : _____

Designation : _____

Mobile/Tele. No : _____

Date:_____

Compliance Statement

No.	Description	Accepted (Yes/No)
1.	Validity of the offer: 3 months	
2.	Whether Tender Document signed with company seal on all pages (Part 1, 2, 3 and 'Annexure A to E')	
3.	<i>Responsibilities:</i>	
(a)	Total Hardware maintenance as per the enclosed schedule (Please refer items mentioned in Annexure-D)	
(b)	Scope of Work (Annexure-C)	

SCOPE OF WORK

The bidder who is awarded the work shall be responsible for:-

1. Receiving of all complaints with respect to Desktop Computers, Printers, Multifunctional Devices, Scanners, Laptops, including their interworking with other equipments and installed in the office of TRAI and office at the residence of Authority Members and officers of TRAI **or** provide any other service as may be instructed by TRAI, issue docket numbers and monitor the rectification of lodged complaints so that the complaints lodged are attended within twenty four (24) hours.
2. Upkeep and proper coordination with all the Leased Line service providers (MTNL, NIC, VSNL/TATA, etc.) along with the respective vendors for smooth functioning of the network, i.e., from Service provider end-via Server-user's end (e.g. connectivity between MTNL/TATA/NIC/Any other-last mile connectivity-Server-Desktop, as the case may be).
3. Integration and testing of complete system (viz. Servers like MRTG/Web server, Router, etc.) shall be done as and when required. The personnel deployed should be capable and fully aware of servers, routers, switch commands, installation and re-installation of servers and any other associated work, etc.
4. Maintenance of Software Firewall which is having Checkpoint software (or any other software as the case may be). The personnel deployed should be able to set various policies as and when required for the smooth functioning.
5. Maintenance of Oracle server and Web sphere application server, presently being used for Office Applications and PKI solutions. The personnel deployed should be capable of installing, re-installing and taking daily back-up of the servers /applications of Office Application System and should be able to configure various policies as and when required for the smooth functioning. Software support of the Oracle and Web sphere application servers shall be provided by the bidder from the day one of the proposed AMC with TRAI.
6. Ensuring of proper coordination with NIC and Internet Service Providers regarding un-interrupted connectivity of office application, TRAI LAN and Website with NIC with respect to uploading contents on TRAI Website with NIC with respect to TRAI website, etc.
7. Hardware maintenance which includes repair / replacement of all the parts/items of Servers, Desktop Computers, Printers, Multifunctional Devices, Scanners, LAN equipment (router, switches), Laptops and Wi-Fi Access Points, etc., in totality.
8. LAN cable network connectivity up to desktop level (each user) in the existing set-up including the laying of additional network cables / replacement of faulty network cable (including RJ-45 connector/IO boxes), removal and re-

installation of jack panels, switches as and when required. In order to ensure smooth internet connectivity (addition/alteration) up to user end.

9. The bidder shall be responsible for putting addition/alteration/upkeep of IO points including maintenance/laying additional cabling between switches-IO points-desktops. *The requisite material will, however, be provided by TRAI.*

10. Ensuring that all the Servers, Desktop Computers, Laptops have only licensed software.

11. Preparation and regular updation of wiring diagram with respect to (i) Leased Line to Server; (ii) Server to Switch; (iii) Switch to end user, etc.

12. Ensuring server room in neat and tidy condition with proper cable work so that there are no loose wires, LAN cables etc.

13. Providing all services relating to installation/operation of new/additional Device/server/router/hardware, etc.

14. Maintenance and operation of Leased Lines, Servers, Routers and Switches, etc.

15. Updating the users by rendering assistance if there is any software up gradation, introduction of new software (e.g. MS Office, configuration of e-mail accounts in Outlook, etc.)

16. Loading of Anti-virus software in Desktop Computers, Server, web server and daily updating (including Live-update) of Anti-virus software up to client level (PC/Laptop/Detachable HDD/Pen drive etc.) and virus cleaning (daily basis w.r.t. PC, HDD, Pen drives, etc). Installation of anti-virus and drivers shall be carried out as and when required on all Desktop Computers, Laptops of users (including official cum residential equipments provided by TRAI to its Authority Members and officers). TRAI will make suitable arrangement for visiting of bidder's representatives to the residences of Authority Members and officers of TRAI).

17. Managing and installing and re-installation of important LAN services such as DHCP, Proxy etc., if required.

18. Assisting officers and staff of TRAI for taking back-up of data into the external media.

19. Assisting the officers and staff of IT Division of TRAI in maintaining and updating records in Excel, of all the Hardware and Software items installed, kept spare (including Servers, Routers, Switches, Desktop Computers, Printers, Multifunctional Devices, Scanners, Laptops including their interworking with other equipments with 100% accuracy.

20. Quarterly preventive maintenance of hardware devices (as per list attached). This includes cleaning of dust from the hardware items mentioned in Annexure-D, etc. The report of preventive maintenance shall be got signed

by the IT in-charge, TRAI. The Schedule of Preventive maintenance shall be submitted to TRAI within 15 days of the beginning of the Quarter so that the preventive maintenance will be completed preferably during second month of the quarter. The preventive maintenance shall in any case may be completed within the particular quarter and any slippage in this will attract a penalty of 3% of the annual contract amount

21. Managing desktop settings from server with respect to freezing of administrative desktop settings like IP settings, blocking of certain websites, etc.

22. Shifting of server from one place to another and in the event of shifting of the office premises of TRAI from the present location, the bidder shall be re responsible for re-installation of jack panels, switches, IO points, servers, routers, etc. in such new place or new premises, as the case may be, without any additional payment by TRAI.

23. Shifting of server from one place to another within premises of TRAI at present location, the bidder shall be re responsible for re-installation of jack panels, switches, IO points, servers, routers, etc. without any additional payment by TRAI.

24. Rendering any other associated work as may be assigned by TRAI from time to time such as Data back-up of servers and desktops/laptops assigning and maintaining IP address scheme, testing of internet lease line speed and coordination with service provider, etc.

25. Support in setting up of smooth video conferencing with the video conferencing equipments.

26. Co-ordination with NIC and other vendors for smooth access of online applications hosted in NIC Data Centre.

27. Warranty Management Programme: For equipment that is under warranty, the bidder shall provide assistance required by TRAI for rectification of faults /trouble shooting/lodging of the complaint with customer care unit of the supplier of Servers, Desktop Computers, Printers, Multifunctional Devices, Scanners & Laptops, including their interworking with other equipments [including office equipments provided by the office at the residence of Authority Members and officers of TRAI]. TRAI will make suitable arrangement for visiting of representatives of the bidder to the residences of Authority Members and officers of TRAI] In case of any other IT peripherals under warranty, the vendor shall coordinate with the Original Equipment Supplier, until or unless the problem of the system/equipment is rectified.

Note:- For performing the task under this tender document, the bidder shall make available the following manpower:-

a. One full time on-site System Administrator having Microsoft Certified Solutions Expert / Red Hat Certified Engineer (RHCE) or equivalent qualification with antivirus certification and he/she should have

minimum 4 years experience in computer networking and maintenance of overall system. Further he/she be having complete idea about Firewall security policy and maintenance of computer/server/laptops/printers antivirus protection and internet security software.

- b. One fulltime on-site Engineer with Certified Network Engineer and diploma in Computer Hardware.

System Administrator should have the knowledge of using tools for Data Recovery activities under Desktop/Laptop/Servers environment.

Further if, due to any administrative reasons, a hardware item is withdrawn by TRAI from the list of hardware items specified under Annexure D, no payment will be made to the bidder for that item from the date of withdrawal of such item from the scope of the AMC.

We hereby declare that we have fully understood the above stated Scope of Work in letter and spirit	
 Authorized Signatory(ies)
(Name with Designation.....
Place & Date)
	Seal of the company

List of Hardware and Software

I. HARDWARE

Items mentioned in **Annexure - E**

II. SOFTWARE

a) **Server end**

- 1) MS Windows Advanced Server 2003
- 2) MS Windows Advanced Server 2007
- 3) Linux Enterprise Server
- 4) Checkpoint Firewall 5 (NG)
- 5) Internet Sharer Application Software (Proxy) 5.6 /
- 6) Antivirus
- 7) Web security Proxy Server 5.6
- 8) Adobe Acrobat Reader / Write
- 9) MS Office 2003 / 2007 / 2010/ 2013
- 10) WinZip
- 11) Oracle products
- 12) IBM Web Sphere
- 13) Multi Router Traffic Grapher (MRTG) Server with local Website Server
- 14) Mail Server
- 15) Various Server side Tools/Applications

b) **User end**

- 1) MS Windows XP, Vista, Windows-7, Window- 8.1 & Window -10
- 2) Linux OS/iOS
- 3) Android Support
- 4) MS Office 2003 / 2007 / 2010/ 2013
- 5) Printer/Scanner Support
- 6) Antivirus End point security
- 7) Adobe Acrobat Reader
- 8) Various Desktop Tools/Applications

FINANCIAL BID

(This Annexure is to be submitted in Financial bid in a separate sealed envelope)

A) MAN POWER

1.	One full time on-site System Administrator having Microsoft Certified Solutions Expert / Red Hat Certified Engineer (RHCE) or equivalent qualification with antivirus certification	01	Per Month (in Rs.)	Total per Annum
2.	Fulltime on-site Engineer with Certified Network Engineer and diploma in Computer Hardware	01	Per Month (in Rs.)	Total per Annum
Sub-Total (B)				

B) DESKTOPS

Sl. No.	Type	Qty.	Price per unit/per year	Total (before Tax)
			Including hardware, software, anti virus etc.	
1.	*HP - Pentium IV	32 (Both Hardware + Software)		
2.	*HP-Pentium D	39 (Both Hardware + Software)		
3.	Processor: i3,i5 & i7 (includes HP/Dell/Apple)	68 (Both Hardware + Software)		
4.	Dell (Optiplex) Core2 Duo	72 (Both Hardware + Software)		
5	Dell All in one 9030	1		
6	Apple i7	1		
Sub-Total (C)				

***Note: P-IV & P-D systems under phasing out program. New systems are expected to be installed in near future on expiry of warranty period the systems will automatically comes under AMC.**

C) PRINTERS

Sl. No.	Make / Model	Qty.	Price per unit/per year	Total (before Tax)
1	HP MFP 476/9040	4		
2	HP CP 1025 Colour Laser Jet	5		
3	HP 1007	50		
4	HP 1108	6		
5	HP 1020	62		
6	HP 1005	11		
7	HP CM1525	1		
8	HP 2600n	3		
9	HP 8500	2		
10	Panasonic FLB802	2		
11	Canon 4450	2		
12	HP 1012	5		
13	HP BJ 1200	5		
14	HP DJ 840	1		
15	HP CP1515	2		
16	HP CP 2025	1		
17	M1213NF	1		
18	HP LJ 1515N	2		
19	HP 1300	2		
20	HP P2055	1		
21	HP MFP 400	2		
22	MFP 425	1		
23	HP OJ 845	1		
24	HP 1150	1		
173			Sub-Total (D)	

*Other 5 printers kept in stock to meet emergency need.

D) SCANNER

S.No.	Make/Model	Qty.	Price Per Unit/per year	Total (before Tax)
1.	HP Scanjet 2400	9		
2.	HP Scanjet 2410	6		
3.	Panasonic Machine Fax Cum Scanner	4		
4.	Canon Multipurpose machine	4		

23

E) LAPTOP

Sl.No.	Make / Model	Qty.	Price per unit/per year	Total (before Tax)
1.	Dell M-65	1		
2.	Dell M-60	3		
3.	Dell M-50	1		
4.	Dell M-90	1		
5.	Dell M-70	1		
6.	HP-8430	17		
7.	HP Probook	4		
8.	HP Elitebook	2		
9.	Fujitsu Lifebook	2		
10.	Sony Vaio	12		
11.	HP 4430S	2		
12.	Acer	2		
Sub-Total (F)		48		

G) Total of A+B+C+D+E (**before tax**) Rs. _____

H) Taxes, if any (**rate of tax** _____%) (*If the bidder is exempted from payment of applicable taxes, he shall provide certificate for such exemption from the competent authority*). Rs. _____

I) Grand Total (**including taxes**) Rs. _____

J) Grand Total in words (Rupees
.....)

Note :

- (1) Any Hardware item can be withdrawn from AMC (due to administrative reasons) at any time and payment be made only for the part period till such withdrawal.
- (2) The Financial Bid shall contain **nothing but prices** only.
- (3) Bidders are requested to ensure that after quoting the prices this Annexure is duly signed with company seal. **Financial bid submitted without sign and company seal will not be accepted / considered.**

Authorized Signatory _____

Date _____

Name _____

Designation _____

Company Seal _____

CHECK - LIST

Particulars	Y/N	Page No.
Tender document signed with company seal in all pages		
1.1 Part – 1 - Tender Covering Letter		
1.2 Part – 2 - Instructions		
1.3 Part – 3 - Terms and Conditions		
1.4 Annexure-A - Undertaking		
1.5 Annexure-B - Compliance Statement		
1.6 Annexure-C - Scope of Work		
1.7 Annexure-D - List of Hardware and Software items.		
1.8 Annexure-E - Financial Bid (<i>Remember to put the 'Financial Bid' in a separate sealed cover</i>)		
1.9 Annexure-F - Check-list		
EMD in the mode of Bank Draft/Pay Order drawn in favour of TRAI, New Delhi <u>DD/PO No.</u> <u>Date</u> <u>Name of Bank</u> <u>Branch</u>		
The annual turnover of the Bidder shall not be less than Rs. Rs. 50 lakhs (Rupees Fifty lakhs) out of which at least Rs. 30.00 lakhs or more in Maintenance Service only in the three preceding financial years. Turnover certificate from Chartered Accountant in this regard shall be enclosed.		
The Audited Profit and Loss and Balance Sheet of the firm/company for the last three years		
Income Tax PAN _____ TIN _____		
Service Tax Registration Certificate No. _____		
Copies of acknowledgements of ITR filed for last three years and/or TAN of VAT <u>Year</u> <u>TCC/TAN No. of VAT</u>		
<i>Experience Certificate of Organizations:-</i> (a) <i>as per Para 3(iv) of Part 2 – Certificate of incorporation of firm shall be enclosed.</i> (b) <i>as per Para 3(v) of Part 2 - (attach documentary proof)</i>		
<i>Performance Certificate of Organizations:-</i> (a) <i>as per Para 3(vi) of Part 2 - (attach documentary proof)</i> (b) <i>as per Para 3(v) of Part 2 Bidders shall enclose list of customers, their contact numbers, addresses, etc. (present and past)</i>		
Presence of the bidder in NCR Region and be registered with Service/Sales Tax Department.		