

भारत सरकार  
वित्त मंत्रालय  
आयकर विभाग



GOVERNMENT OF INDIA  
Ministry of Finance  
INCOME TAX DEPARTMENT

मुख्य आयकर आयुक्त का कार्यालय  
आयकर भवन, कवडियार  
तिरुवनंतपुरम -695003  
टेली / फैक्स: 0471-2566620

OFFICE OF THE  
CHIEF COMMISSIONER OF  
INCOME TAX, AAYAKAR BHAVAN  
KOWDIAR, TRIVANDRUM-695003  
Phone / Fax : 0471 - 2566620

F.No.CCIT/TVM/25(1)/2017-18/

Date: 10.08.2017

### NOTICE INVITING TENDER

The office of the Chief Commissioner of Income Tax, Trivandrum invites quotations in sealed covers from reputed parties for annual on-site service maintenance contract (AMC) of computers for a period of one year for the offices under Chief Commissioner of Income Tax, Trivandrum.

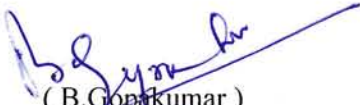
The bids shall consist of two parts – “Technical Bid” and “Price Bid” along with Signed copy of Annexure A (Signature of owner or authorized Signatory with date in all pages) which will be kept as part of tender of the successful bidder. Both the bids are to be placed in two sealed envelopes (clearly super scribing ‘Technical Bid’ and ‘Price Bid’) which in turn are to be placed in one sealed cover along with Annexure A super scribed as “Quotation of AMC for Computers”. The Bids of all parties, whose Price bid are not in a separate sealed cover or the rates quoted by them finds mention in their Technical Bid shall be rejected forthwith. All the information sought under Technical Bid is to be given as per format while the price quoted will have to be mentioned only in the price Bid as per format. The Price Bid of only those parties shall be opened whose Technical Bids and Annexure A are found to be eligible and as per format.

It is requested to go through the Tender document thoroughly before giving the bids. The same can be viewed in our website [www.incometaxindia.gov.in](http://www.incometaxindia.gov.in) ->Important Link->Tenders section.

Quotations should reach to Income Tax Officer (Hqrs.), Room No. 106, 1<sup>st</sup> Floor, O/o. the Chief Commissioner of Income Tax, Aayakar Bhawan, Kawdiar P O, Trivandrum latest by 10 A.M. on 12.09.2017.

The bids shall be opened at 11 A.M. on 12.09.2017 in the Conference Hall, O/o. the Chief Commissioner of Income Tax, 1st Floor, Aayakar Bhawan, Kawdiar P O, Trivandrum – 695 003

Department reserves the right to cancel or modify the terms of this notice at any time without assigning any reason whatsoever.

  
( B.Gopikumar )  
Income Tax Officer (Hqrs.) -1  
O/o. the Chief Commissioner of Income Tax  
Trivandrum

**TENDER DOCUMENT  
FOR ANNUAL MAINTENANCE CONTRACT OF  
COMPUTERS  
UNDER  
CHIEF COMMISSIONER OF INCOME TAX, TRIVANDRUM**

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## 1. INTRODUCTION

The Chief Commissioner of Income Tax, Trivandrum holds desktop computers at Aayakar Bhawan, Kawdiar, Trivandrum and requires services for their regular maintenance and prompt repair.

## 2. INTENT OF SPECIFICATION

- 2.1 It is intended to award Annual Maintenance Contract (AMC) for Computers and printers installed in the Office(s) under the Chief Commissioner of Income Tax, Trivandrum.
- 2.2 Repair, Cleaning and Maintenance of Desktop Computers. Removal of virus from PCs, loading of Systems and Application software, addressing and solving problems arising in software application loaded on PCs, cleaning of unwanted programs installed and deletion of temporary files etc. are to be done regularly. Downgrading and Upgrading of Operating Systems for desktops systems whenever necessary are to be carried out after taking necessary backups of data. The complaints related to hardware, Operating systems (including formatting of hard disks as and when required and loading of necessary drivers) and virus scanning and clearing would be required to be attended to and rectified by the engineer. Shifting of PCs in same building/room may be required if necessary. Inventory of PCs needs to be done every six month. The position of the antivirus already installed/available in each PCs should be ascertained after getting the contract and reputed anti-virus software like Kaspersky / Norton 320 / Symantec etc. shall be installed for all the non-networked desktop PCs.
- 2.3 The PCs which are not under warranty will be covered under AMC shall be required to replace all the defective parts of the equipment with genuine original spare parts. This condition about replacement would come into effect after the contract period has begun.

### **3. INSTRUCTIONS TO THE TENDERERS**

- 3.1 The bids should be prepared strictly in accordance with the instructions contained in the specifications. These shall be submitted in a properly sealed cover as described clause 3.2 of these specifications to the Income Tax Officer (Hqrs)-1, Room No. 106, O/o. the Chief Commissioner of Income Tax, Aayakar Bhawan, Kawdiar, Trivandrum – 695003 mentioning “OFFER FOR ANNUAL MAINTENANCE OF COMPUTERS”. The interpolations, insertions, cuttings and corrections, if any, made in the quotation, must be duly initialed by the tenderer.
- 3.2 The tender shall be received in 2 bids “Technical Bid” and “Price Bid”. The Price Bid shall be considered only of those who fulfill the criteria of “Technical Bid” along with Signed copy of Annexure A (Signature of owner or authorized Signatory with date in all pages) which will be kept as part of tender of the successful bidder . Both the bids are to be placed in two sealed envelopes (clearly super scribing ‘Technical Bid’ and ‘Price Bid’) which in turn are to be placed in one sealed cover along with Annexure A super scribed as “Quotation of AMC for Computers”.
- 3.3 The Chief Commissioner of Income Tax, Trivandrum reserves the right to accept or reject the tender at its sole discretion without assigning any reason.
- 3.4 While submitting the bids as per the specifications, the bidder shall deemed to have read, understood and accepted all the terms and conditions stated in the tender document for this work and the clauses of the Contract Agreement that, if selected, it will be required to enter into. All information/documents as listed in Para 4.3 shall be furnished along with the bid.
- 3.5 Conditional or ambiguous tenders are liable to be rejected summarily.
- 3.6 Telegraphic/telex/fax/e-mailed letter head quotations are not acceptable and will be ignored
- 3.7 Please note that no prices shall be indicated in the technical bid otherwise the bid will be disqualified.
- 3.8 The bidder will indicate the complete address of the company/office and service centre along with the name(s) of the contact person(s) and their telephone/Fax/Mobile No.s(s) and other particulars as per the Proforma given in Annexure -B.
- 3.9 The bidder shall quote the unit-wise charges for the maintenance of the equipment as detailed in Annexure-C. However, the bidders shall be rated on the basis of their overall AMC charges for all the items and not on the basis of the charges for AMC for the individual units quoted by them. The rates should be quoted both in figures and words and each page of tender document must be signed by the tenderer. The rates quoted shall

be net and firm and no change of rates shall be allowed during the contract/extension period for any reason including increase in duties and taxes etc. The rates should be inclusive of everything (including taxes).

In case of discrepancies, the minimum quoted price shall be considered for evaluation. In case of difference between the amounts in figures and in words the rates quoted in words will govern.

- 3.10 The last date of receiving of above tenders which is prepared as per procedure in Para 3.2 above is 12.09.2017, 10 A M in the Income Tax Officer (Hqrs)-1, Room No. 106, O/o. the Chief Commissioner of Income Tax, Aayakar Bhawan, Kawdiar, Trivandrum – 695003. In case, the day happens to be a holiday, the bids will be accepted on the next working day. The offers/bids can be sent by Registered Post/Courier/Speed Post or By Hand sufficiently in advance so as to reach the Income Tax Officer (Hqrs)-1, Room No. 106, O/o. the Chief Commissioner of Income Tax, Aayakar Bhawan, Kawdiar, Trivandrum – 695003, as at Para 3.2 above, by the scheduled date and time. Any bid received after the due date and time, by whatever means, shall not be considered and shall be returned unopened.
- 3.11 The date of opening of price bids shall be intimated separately, only to the bidders declared successful in technical bids.
- 3.12 The offers should be valid for acceptance for a period of at least 15 (Fifteen) days from the date of opening of the bids.

#### **4. QUALIFYING REQUIREMENT**

- 4.1 The bidder must have experience of providing the similar services for Maintenance of PCs, Servers, Printers, UPSs etc. with engineer(s) to other Govt. Organizations/PSUs/Nationalised Banks and should be in the field for at least three years.
- 4.2 The bidder should have sufficient qualified personnel whose details should be given in Technical bid as per Annexure-I.
- 4.3 All the information should be provided as per the Annexure-B & Annexure C

**ANNEXURE A**  
**(PART OF TENDER DOCUMENT)**

To,

The Chief Commissioner of Income Tax  
Trivandrum

Sir,

Sub: Regarding tender for providing AMC OF COMPUTERS – reg.

I have gone through the complete terms and condition of the Tender for Providing AMC OF COMPUTERS in the Office of Chief Commissioner of Income Tax, Trivandrum and accept the same.

Place:

Date:

Signature of the Bidder

## **5. THE TERMS AND CONDITIONS OF AMC (ANNEXURE IV)**

- 5.1 The successful bidder/contractor shall provide services for the repair and maintenance of the equipment to be maintained at the office(s) of the Chief Commissioner of Income Tax, Trivandrum including Repair and Maintenance of Desktop Computers and associated hardware, removal of virus from PCs, Loading of Systems and Application software, addressing and solving problems arising in software application loaded on PCs. All these services for the system software, application software and antivirus software are also required for desktops under warranty.
- 5.2 The AMC shall also include the following:
- I Loading of latest registered/licensed Antivirus software (to be provided by the successful bidder/contractor) including installation of free updates from the website (using Dongle which is to be provided by the successful bidder/contractor) on regular basis.
  - II Providing software support such as loading of operating system (loading of application software, device drivers of various peripherals).
  - III Reinstallation of OS in case of system failure (including PC related OS) after taking necessary backup of data.
  - IV. Cleaning of unwanted programs installed and deletion of temporary files etc. are to be done regularly.
  - V. Inventory of PCs needs to be taken in a particular format at the start of AMC period and at the end of AMC period
- 5.3 The successful bidder/contractor shall mobilize its technical manpower and resources in such a manner that qualified engineers having appropriate qualifications are able to attend the calls within short time. Any complaint registered during the service hours must be attended to by that day itself i.e within 2 hours after reporting the problem. Under special circumstances, owing to specific needs of Chief Commissioner of Income Tax, Trivandrum service engineers may also be required beyond the specified service hours (i.e. 9.00 AM to 5.30 PM). For example for conducting examination in ITD/ITBA Application, presentations on Information Technology related subjects, preparations required at odd and late hours prior to holding of such examinations or presentations, services may be required beyond the service hours. Sometimes, problems may arise on the eve of such important events and may necessitate intervention of service engineers beyond the service hours.
- 5.4 At the start of the service, the successful bidder/contractor shall coordinate with Asstt. Director (System), O/o. Commissioner of Income Tax, Trivandrum to identify of



users (their mobile numbers and emails) with physical location of their machines and this database must be updated every time. Each machine (Monitor/CPU/Mouse/KeyBoard/UPS/Printer) should be marked with sticker containing address/details of successful bidder/contractor and Sl.No. of machine as in the Annexure-IV.

- 5.5 The successful bidder/contractor should provide a call report to the Asstt. Director (System) for each call in mutually agreed format and he will maintain a call register for complaints.

## **6. PREVENTIVE MAINTENANCE**

- 6.1 All the equipment under the AMC should pass through quarterly preventive maintenance and the preventive maintenance report, duly signed by the Officers, should be submitted along with the quarterly bills.

## **7. ADDITIONS / CHANGE OF LOCATION:**

- 7.1 The Chief Commissioner of Income Tax, Trivandrum reserves the right to delete/include any of the Goods in the existing contract during the currency of the contract. However the rates for inclusion of new Goods into the Contract shall be on pro-rata basis mutually worked out and agreed upon by the both parties.
- 7.2 The Chief Commissioner of Income Tax, Trivandrum reserves the right to relocate the Goods as and when necessary after intimation to the successful bidder/contractor.
- 7.3 In case any computer equipment is required to be shifted from one place to another, its de-installation from old location and reinstallation at new location shall be done by the successful bidder/contractor.
- 7.4 In case of shifting of the said equipment beyond 50km from the existing location, the terms and condition of the AMC shall get extended by mutual consent, to the said equipment at the location to which it is shifted and on such further terms and conditions as are mutually agreed upon between the successful bidder/contractor and the Chief Commissioner of Income Tax, Trivandrum in writing.

## **8. RESPONSE TIME**

- 8.1 The successful bidder/contractor shall attend to the minor complaints within two hours of the complaint made on the same day. However, all complaints must be attended by the next day. Alternate plans may also be checked out by the Asstt. Director(System) from time to time to solve the immediate problems of Officers. By minor complaints, it is meant that the faults can be corrected within 24 hours. However, the leeway to take the complaint to the next day cannot be a routine practice. Minor problems must be solved on the same day and should be carried over to the next day only under unavoidable circumstances and with prior permission of the Asstt. Director(Systems), failing which it will attract fine.
- 8.2 In case of major faults, the equipment should be set right and restored in working condition within 24 hours days from the date of reporting of fault. However, after deciding that it is a major fault, a standby unit of equivalent configuration shall have to be provided within 24 hours by the successful bidder/contractor so that the work of that user/section does not suffer. The provision of standby unit does not absolve the successful bidder/contractor from the responsibility of repairing the fault earlier. If the faulty equipment is not rectified and installed within 24 calendar days from reporting the fault, penalty would be levied from the date of complaint.
- 8.3 If any glitch/problem is not resolved within a specified time limit (2 hours in case of minor problem and 7 days in case of major problems, the Chief Commissioner of Income Tax, Trivandrum will be at liberty to get the same repaired by any outside vendor and the cost of the same shall be deducted from the quarterly bill of the successful bidder/contractor.

## **9. SPARE PARTS**

- 9.1 The successful bidder/contractor shall keep sufficient number of spares such as CPUs, Monitors, HDDs, FDDs, CDROM, Combo Drive, cables etc. as standby so as to put these in service whenever required. At least three numbers each of CPUs, Monitors, Keyboards, Hard disks, Mouse, Printers, CD-ROMS, Floppy Drivers, cables etc. would be kept in store, as standby for use at any time if replacement is required. Any cost incurred towards transportation of the faulty/repared as well as standby equipment shall be borne by the successful bidder/contractor.
- 9.2 The successful bidder/contractor shall provide new original spare parts, assemblies and sub-assemblies in place of such items, which develop defects/suffer breakdown during the period of AMC. The Chief Commissioner of Income Tax, Trivandrum will provide consumable items for the computer equipment installed. All spare parts replaced shall be new (not used or second hand).

## **10. TERMS OF PAYMENT**

- 10.1 The successful bidder/contractor shall submit his bill towards the charges for the annual maintenance services in four quarterly installments after the end of each quarter. The payment for the same shall be subject to recoveries, if any, due to delay in rectification of faults or due to rendering working equipment unserviceable. No advance payments shall be made.
- 10.2 No claim on account of sales tax, service tax, work contract or any other taxes and duties for the material used for execution of the work, awarded under the contract, will be entertained by the Chief Commissioner of Income Tax, Trivandrum and all such taxes and duties shall be borne by the contractor himself.
- 10.3 The successful bidder/contractor shall be required to pay taxes, which would be levied by the Govt., for the execution of the work awarded under the Contract and all such charges must be included in the final price declared in the financial bid.
- 10.4 The Chief Commissioner of Income Tax, Trivandrum shall deduct such taxes, duties and any other statutory levies imposed by the Government on such charges as may arise from the implementation of the contract agreement.
- 10.5 If any of the equipment(s) remain non-operational/non-functional due to unattended Hardware/Software/OS malfunctioning beyond the agreed upon permissible period as specified in Clauses above or/and if standby equipment is not provided, then deduction of Rs.200/-(Rupees Two hundred only) per item/part per calendar day, from the day complaint is made, shall be deducted from the quarterly bill, subject to the condition that cumulative amount of fine on a particular day shall be restricted to Rs. 2000/-(Two thousand only) and that for a month shall be restricted to Rs. 20,000/-(Twenty thousand only). If the equipment is not put in working condition within a month, the equipment of same specification or whatever with nearest available specification shall be procured and its cost shall be deducted from the AMC charges for this contract. This will be inclusive of the penalty amount plus Rs. 2,000/- extra as penal cost.
- 10.6 If any PC is found without antivirus software or updates beyond one month, deduction of Rs.50/- per PC per day shall be made from the quarterly bill.
- 10.7 Sum of all recoveries levied during the quarter shall, however, be limited to the amount of quarterly bill. Additional deductions, towards procurement of equipment against unrepaired equipment, if any, shall to be bear by successful bidder/contractor. However, the contract may be reviewed as per the relevant clause if the fine recoverable reaches the upper limit.

- 10.8 Pro-rata recoveries, for withdrawal from AMC of any of the Computer System, associated peripherals shall be made. Any equipment can also be added on pro-rata basis during the period of AMC.
- 10.9 The Chief Commissioner of Income Tax, Trivandrum officials will review the status of pending complaints with the successful bidder/contractor from time to time. If it is found that many complaints (5 or more) requiring repair of systems/printers are pending for over a month, the Chief Commissioner of Income Tax, Trivandrum reserves the right to withhold the payment of quarterly bills temporarily till all pending complaints are cleared.
- 10.10 The fine specified as above may be waived off under circumstances beyond the control of the vendor by the Chief Commissioner of Income Tax, Trivandrum by an order in writing on the recommendation of the Asstt. Director(System). However, the vendor will not be eligible for automatic waiver and the waiver must be obtained in writing for it to be applicable.
- 10.11 If the defaults/failures reach up to a level where daily and/ or monthly limits for fines are being reached, the Chief Commissioner of Income Tax, Trivandrum shall be at liberty to review the contract and rescind it after an inquiry, which may be initiated by a written communication and completed within 15 days of initiation. The vendor shall be given an opportunity of being heard in this regard.

## **11 SUB-CONTRACT(S)**

- 11.1 The successful bidder/contractor shall not either into a sub-contract with any other person(s)/company(ies) or transfer the contract or any benefit there under to any person(s) or company(ies).

## **12. RENEWAL/TERMINATION OF THE CONTRACT**

- 12.1 The contract will be initially for a period of one year. The Chief Commissioner of Income Tax, Trivandrum, however, reserves the right to the Renewal/Extend the terms of the contract on a quarterly, six-monthly or annual basis, upto a total period of three years, after obtaining willingness of the successful bidder/contractor, with or without altering any or all the terms and condition of the contract.
- 12.2 During renewal of the contract, the hardware quantity per item may be added/ reduced.
- 12.3 The Chief Commissioner of Income Tax, Trivandrum reserves the right to abandon or terminate the contract at any time without assigning any reason, after giving one month notice to the successful bidder/contractor. In the event of the service/work being found unsatisfactory and/or not according to the specifications and standards laid down in the contract, the contract may be terminated at one month's notice after giving to the

successful bidder/contractor an opportunity to show cause as to why such an action should not be taken. In the event of termination of contract on account of unsatisfactory/substandard services, the Chief Commissioner of Income Tax, Trivandrum shall not accept any responsibility for any loss suffered by the successful bidder/contractor.

- 12.4 In case of termination of contract, the Chief Commissioner of Income Tax, Trivandrum shall be liberty to get the job completed from alternative sources at the risk and cost of the successful bidder/contractor and deduction to this account shall be made from the successful bidder/contractor.

### **13. ARBITRATION**

- 13.1 In case of any disagreements so as to the interpretation of any clause or otherwise, relating to the AMC, that may arise during or after the execution of the contract, the matter shall be referred to the person(s) to be appointed or nominated by the Chief Commissioner of Income Tax, Trivandrum and by the person(s) to be appointed or nominated by the successful bidder/contractor and their decision shall be final. Also in the event of any dispute, relating to the AMC, that may arise during or after the execution of the contract, the matter shall be referred to the person(s) to be appointed or nominated by the Chief Commissioner of Income Tax, Trivandrum and by the successful bidder/contractor for arbitration and decision of such person(s) would be binding on both parties. The proceedings of the arbitration shall be carried out only in Trivandrum.

### **14. HANDING OVER**

- 14.1 The successful bidder/contractor shall be required to hand over all the equipment in working condition at the time of termination of the Contract, otherwise the equipment, found faulty shall be made good at high risk and cost by arranging its repair from external agencies.
- 14.2 Any equipment not made available in working condition on the last working day of the contract period shall be rectified/ repaired by the successful bidder/contractor within next 3 working days failing which the equipment shall be got rectified from alternate sources and deductions of the same made from the AMC payment.
- 14.3 The successful bidder/contractor shall provide services for 15 working days from the date of expiry of the contract for smoother transfer of the AMC to the new contractor without any extra cost. In this connection, any equipment which is noted as in working condition till last hour of AMC contract period shall be rectified by the outgoing AMC Contractor without any extra cost to Chief Commissioner of Income Tax, Trivandrum.

## **15. OTHERS**

- 15.1 The successful bidder/contractor shall submit a duly signed and stamped 'Annual Maintenance Contract Agreement' on stamp paper of Rs. 100/- as per Performa enclosed at Annexure-D with these Specifications, immediately after acceptance of contract.
- 15.2 Each page of the AMC should be numbered and signed by the tendered with the seal of the firm.
- 15.3 The contract shall be written in English that language version of the agreement shall govern its interpretations. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in that same language.
- 15.4 The Chief Commissioner of Income Tax, Trivandrum may stipulate any further conditions during the period of the contract which will be duly communicated to the successful bidder/contractor in writing.
- 15.5 The successful bidder/contractor shall not employ any undesirable personnel(s) and if any such person(s) is not acceptable to the owner, the successful bidder/contractor shall immediately replace him.
- 15.6 The successful bidder/contractor shall observe all security measures as are applicable to the office of the Chief Commissioner of Income Tax, Trivandrum reserves the right to cancel the contract in case of breach of security regulations and to take such action as may be considered necessary. Any special precautions required to be observed by the successful bidder/contractor shall be made known to him by the office of the Chief Commissioner of Income Tax, Trivandrum from time to time.
- 15.7 The successful bidder/contractor should ensure that current and suitable backup of First Party's data is kept before servicing the Goods. The Staff of the Commissioner of Income Tax, Trivandrum will inform the successful bidder/contractor about the data to be needed for backup.
- 15.8 The successful bidder/contractor shall get the maintenance of the equipment, including the cleaning thereof, done by his maintenance staff solely at his own risk. The Chief Commissioner of Income Tax shall not, in any way, be liable to make payment, incur any expenditure or face any lawsuit in any court of law for any injury or death suffered by the successful bidder's/contractor's maintenance staff during the course of maintenance under this AMC.

**ANNEXURE - B**

**Technial Bid**

1. Name and Address of Company / Firm  
Phone / Fax / Mobile / Email-id
2. Name of the Owner / Director etc. & his Address, Mobile, Phone & Email-id
2. Nature of Business
3. PAN and Income Tax Assessment Particulars
4. Details of Contract awarded in the past
  - a) Name and Addresses and CONTACT NUMBER of the Parties to whom service is provided
  - b) Period and nature for which services provided
5. Details of Contract awarded in the **Present Financial Year**
  - a) Name and Adresse and CONTACT NUMBER of the Parties to whom service is provided
  - b) Period and nature for which services provided
5. Escalation level chart of contact persons (with mobile and email-id) in Company to be contacted after getting AMC
6. Details of qualified technical experts

| Sl.No. | Name | Qualification | Residential Address | Mobile No. |
|--------|------|---------------|---------------------|------------|
|        |      |               |                     |            |

**DECLARATION**

I hereby certify that the information furnished above is true and correct to the best of my/our knowledge and belief. In case any deviation /discrepancy is found in the above statement at any stage, the contract will be deemed to be terminated immediately and the concern will be blacklisted.

(Signature of owner or authorized Signatory with date)

**ANNEXURE - C**

**Price Bid**

| Sl.No. | Description of Computers | Unit Price for AMC for one year | Quantity | Total Price for AMC for one year |
|--------|--------------------------|---------------------------------|----------|----------------------------------|
| 1.     | Computer Model/Config.   |                                 |          |                                  |
| 2.     | Computer Model/Config.   |                                 |          |                                  |
|        |                          |                                 |          |                                  |
|        | .                        |                                 |          |                                  |
|        |                          |                                 |          |                                  |
|        | Total (In Figures)       |                                 |          |                                  |
|        | Total (In Words)         |                                 |          |                                  |

I hereby certify that the information furnished above is true and correct to the best of my / our knowledge and belief. I further certify that I shall abide by the provisions of the Minimum Wages Act. In case any deviation / discrepancy is found in the above statement at any stage, the contract will be terminated immediately and the concern will be blacklisted.

(Signature of authorized Signatory with date)



**ANNEXURE – D**

**ANNUAL MAINTENANCE CONTRACT AGREEMENT  
FOR COMPUTERS**

This AGREEMENT made on this, the      day of      , 2017 between the President of India, acting through the Income Tax Officer(Hqrs.)-1 for the Chief Commissioner of Income Tax, Room No.106, 1<sup>st</sup> Floor, Aayakar Bhawan, Kawdiar.P.O., Trivandrum hereinafter referred to as the “THE FIRST PARTY” (which expression shall, unless excluded by or repugnant to the context, be deemed to include his successors and assigns) on the one part

and

M/s.      having its registered office at

hereinafter referred to as “THE SECOND PARTY” (which expression shall unless excluded by or repugnant to the context, be deemed to and include his heirs, executors,administrators, legal representative, successors in interest and assigns) on the other part.

WHEREAS the First Party is desirous of entrusting to the Second Party a contract of Annual Maintenance Service of the Computers and Printers, mentioned in the specifications appearing in Annexure I and located in the Office of Chief Commissioner of Income Tax, Aayakar Bhawan, Kowdiar.P.O., Trivandrum-695003, and has accepted to pay to the Second Party Annual Maintenance Charges as per the rate(s) given in Annexure II (hereinafter referred to as the “MAINTENANCE FEE”).

AND WHEREAS the Second Party has agreed to undertake such repair and maintenance of the Computers and Printers and associated peripherals as listed in Annexure I, as per the terms and conditions and charges given in Annexure II.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the General Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - a) Particulars of Goods and Site - Annexure I  
(Annexure E as per tender document)
  - b) Annual Maintenance Charges - Annexure II
  - c) The General Conditions of Contract - Annexure III
  - d) The Terms of Conditions of AMC - Annexure IV  
(Annexure.A as per tender document)
3. In consideration of the payment to be made by the First Party to the Second Party as per the rate(s) given in Annexure-II, the Second Party hereby covenants with the First Party to provide their Maintenance services for the – maintenance of Goods at the Sites listed in Annexure – I in conformity in all respects with the provisions of the Contract.
4. The First Party hereby covenants to pay in consideration of the provisions of the Maintenance Services, The Maintenance fees and such other sums as may become payable under the provisions of the Contract at the time and in the manner prescribed by the Contract.

IN WITNESS thereof the parties hereto, acting through their properly constituted representatives, here up to duly authorized, to be signed and executed this Agreement, in duplicate, for in their respective names and on their behalf, on the day, month and year first above written at Trivandrum.

For and on behalf of

For and on behalf of

Signed

Signed

Name

Name

Date

Date

**ANNEXURE – II**

| <b>Sl.No.</b>           | <b>Description</b> | <b>Quantity</b> | <b>Rate</b> | <b>Amount</b> |
|-------------------------|--------------------|-----------------|-------------|---------------|
| <b>1</b>                | <b>COMPUTER</b>    |                 |             |               |
| <b>TOTAL</b>            |                    |                 |             |               |
| <b>TOTAL (In words)</b> |                    |                 |             |               |

## ANNEXURE – III

### GENERAL TERMS AND CONDITIONS OF CONTRACT

#### 1. DEFINITIONS:

- a) “The First Party” means the President of India acting through the Chief Commissioner of Income Tax, Trivandrum
- b) “The Second Party” means M/s. \_\_\_\_\_
- c) “The Maintenance Fee” means the Annual Maintenance Charges payable by the First Party to the Second Party under the contract for the full and proper performance of its contractual obligations.
- d) “The Goods” means all the equipments, Computers, Systems, Printers, software and/or other materials for which the Second Party is required to provide the maintenance services to the First Party under the Contract.
- e) “Maintenance Services / Services” means all the on-site maintenance services and shall include both labour and other such obligations which the Second Party is required to provide to the First Party under the Contract.
- f) “Site” means locations/buildings specified by the First Party where the services are to be provided by the Second Party to the First Party under the Contract.

## **2. SCOPE OF SERVICE:**

- 2.1 The Second Party shall provide the maintenance services to the First Party for maintaining the Goods listed in Annexure I. The Second Party's obligation towards maintenance shall be limited to only the Goods as indicated and at the site(s) mentioned in Annexure I or at the site(s) which may be specified the First Party in writing at any time during the currency of the contract.
- 2.2 The Second Party shall provide the maintenance services for the repair and maintenance of the equipments to be maintained at the First Party's premises including Repair and Maintenance of Desktop Computers and associated hardware, removal of virus from PCs, Loading of Systems and Application software, addressing and solving problems arising in software application loaded on PCs, cleaning of unwanted programs installed and deletion of temporary files etc. Shifting of PCs in same building/room may be required, if necessary. Inventory of PCs needs to be taken in a particular format at the start of AMC period and at the end of AMC period. Downgrading and Upgrading of Operating Systems for desktops systems whenever necessary are to be carried out after taking necessary backups of data, in the sites specified in the Annexure I, normally from 9.00 AM to 5.30 PM, termed as 'service hours' on all five days (Monday to Friday) in a week. All these services for the system software, application software and antivirus software are also required for desktops under warranty. Any complaint registered during the service hours must be attended to within 2 hours by that day itself by the qualified engineer from Second Party. The Second Party shall also attend emergent calls even during holidays or as and when required. The emergent call will be there if the First Party is not in a position to run any of its Goods mentioned in Annexure – I
- 2.3 The Second Party shall depute its Service Engineers to the site(s) of First party within the time pursuant to Clause 6 from the receipt of calls from the First party or their representatives. The First Party shall nominate contact person(s) of the First Party for all site(s), who will be the focal point for smooth executions. The Second party shall also identify each machine (Monitor/CPU/Mouse/KeyBoard/UPS/Printer) and mark them with sticker containing address/details of successful bidder/contractor and Sl.No. of machine as in the Annexure-I
- 2.4 The Second Party agrees to post qualified personnel and said personnel shall be well-versed in solving day-to-day problems encountered in the Hardware and Software and shall be capable of installing the Software.
- 2.5 It shall be the responsibility of the Second Party to keep the Goods covered under this Annual Maintenance Contract/Annual Service Contract in sound working conditions during the tenure of the contract.

- 2.6 The Second Party agrees to load registered/licensed Anti-virus software like Kaspersky/Norton 320/Symantec etc. on all non-networked PCs (Anti-virus software to be provided by the “Second Party”). The Second Party shall also load free update of the antivirus software from website (using Dongle which is to be provided by the second Party) regularly during the period of Annual Maintenance Contract on all non-networked PCs.
- 2.7 The Second Party agrees to provide Software support, loading of Operating Systems, Driver software.
- 2.8 The Maintenance Services shall consist of the Corrective and the Preventive Maintenance Services and unlimited breakdown call services including carrying out the necessary repair(s)/ replacements free of charge. The Preventive Maintenance calls shall be attended to by Second Party at fixed intervals pursuant to Clause 4.1
- 2.9 The Second Party shall make all efforts to repair as far as possible; the Goods at the First Party’s site(s) itself. However, if it is felt absolutely necessary to take any unit(s) of the Goods to the Second Party’s works for repairs, the Second Party shall take the entire responsibilities for the safe custody of the unit/units taken out for repairs till they are handed over to the First Party after repairs. Any loss of (he unit/units on account of theft , fire or by other such reasons, occurred to the First Party’s property after it is taken over by Second Party shall be at the sole risk and responsibility of the Second Party “who shall replace a similar compatible system to First Party free of cost.
- 2.10 During the currency of this Annual maintenance Contract, at the First Party’s claim any part or parts found to be defective by reasons of faulty material or workmanship shall be repaired or replaced at the earliest by the Second Party at no additional cost.
- 2.11 In case of breakdowns during the currency of this Annual Maintenance Contract, the Second party shall delegate its expert(s) to the site(s) in order to fix the problem at no additional cost.
- 2.12 The Second Party should provide a call report to the First Party for each call in mutually agreed format and First Party will maintain a call register for complaints.
- 2.13 The First Party shall pay to the Second Party the Maintenance Fees in four quarterly installments, at the time and in the manner prescribed in clause 11.1, for each year starting from the date of entering into the contract for the Goods supplied, installed and commissioned in the site of the First Party in places/ buildings specified in Annexure - I.
- 2.14 The contact person for all matters of correspondence shall be the Income Tax Officer (Hqrs.)-1, Room No.106, O/o. Chief Commissioner of Income Tax, Trivandrum.

**3. Duration of the Contract:**

- 3.1 This contract comes into the effect from ..... and shall be valid for a period of 12 months from ..... to ..... (both days inclusive).
- 3.2 During the entire period of the contract, no request for any increase in the rates of any account would be entertained and the performance would be reviewed from time to time to ensure that it is to the entire satisfaction of the First Party.
- 3.3 For the subsequent years, subject to satisfactory maintenance services provided to the First party by the Second Party, this contract may, by mutual agreement in writing and one month's prior to expiry of this Contract or after expiry of this contract, be renewed for a period of one year with or without altering any or all the terms and conditions of the Contract.

**4. Preventive Maintenance:**

- 4.1 Pursuant to clause 2.9, the Second Party shall undertake Preventive Maintenance at regular intervals of time and submit a report. The frequency of such Preventive Maintenance will be quarterly.
- 4.2 The Second Party shall provide, in advance a quarterly and half yearly Schedule, of mutually agreed date for Preventive Maintenance to the authorized officer of the First Party at site & goods as mentioned in Annexure-I. It shall be the responsibility of the Second Party to maintain a proper record in a proper and mutually agreed format for each Preventive Maintenance carried out by its Service Engineer.
- 4.3 The Second Party shall ensure on-site external cleaning of every item of the goods mentioned in Annexure I on quarterly basis. The Second Party shall provide the cleaning material, approved by the First Party required for the purpose. The personnel(s) of the Second Party, deputed for the purpose, shall report to and work under the instructions of the First Party and shall do the work as assigned by the First Party.

**5. Additions of new Goods:**

- 5.1 The First Party reserves the right to delete/include any of the Goods in the existing contract during the currency of the contract. However the rates for inclusion of new Goods into the Contract shall be on pro-rata basis mutually worked out and agreed upon by the both parties.
- 5.2 The First Party reserves the right to relocate the Goods as and when necessary after intimation to the Second Party.

5.3 In case of Goods is required to be shifted from one place to another, its de-installation from old location and re-installation at new location shall be done the the Second Party. The Second Party shall assist the First Party in the relocation of the Goods covered under this contract. The Second Party shall also be responsible for disassembly and assembly of the Goods during the relocation of the Goods.

5.4 If the shifting of the Goods is beyond 50 KM from the existing location, the Second Party shall be discharged of the obligations under this agreement, under the terms and conditions of this agreement are extended by mutual consent, to the said equipment at the location to which it is shifted and on such further terms and conditions as are mutually agreed upon in writing between the First Party and the Second Party.

## **6. Response Time:**

6.1 The Second Party shall ensure the response time for attending the Complaint calls for Maintenance service within 2 hours from the time of lodging complaint. In other words, the Second Party should ensure that within 2 hours from the time of registering the complaint by the First party its Service Engineer should be present at the site to solve the problem. If problem is not rectified within 24 hours, stand by arrangements of parts will be made.

## **7. Up-Time Guarantee:**

7.1 The Second Party shall ensure 95% up – time for the Goods covered under this Annual Maintenance Contract.

7.2 If any of the Goods is down for more than 24 hours continuously, at the sites of the First Party, the Second Party shall provide a compatible backup with similar configuration at its own cost in the same place or at the place nearest to the sites of the First Party. If the Second Party fails to provide back-up unit(s), as required by the First Party, the First Party shall have the right to hire or repair it from a third party and in that case the cost of hiring/repairing, if any, paid by the First Party, shall be deducted by the First Party from the Annual Maintenance Fee payable to the Second Party for the nearest quarter. Also the Second Party shall ensure that the Goods shall not remain down for more than 24 hours.

## **8. Spare Parts:**

8.1 The Second Party shall provide spare parts (original) required for the Repair/maintenance of the Goods covered under Annexure –I. The replace/worn out part(s) shall be the property of the Second Party.



**9. Exemption:**

9.1 The first party shall not be liable for failure to perform any of its obligations under or arising out this Contract. If such failure results from any force major and or any measures taken by the Government whatsoever which renders it impossible or impracticable for the Second Party to perform its obligations under this Contract.

9.2 The Second Party shall not be liable for any delay, failure, breakdown loss or injury caused by.

a. The Goods for which the First party has failed to follow any responsible recommendation(s) made by the Second Party with respect to its care and for use, including but not limited to use with equipment of appropriate media and expendables.

b. The Goods supplied by the First party or any third party, or

c. The Goods modified by the First party or any third party, or

d. Any requirements of Posts, Telegraphs and Telecommunications authority, or.

e. The Goods run without supervision i.e. not attended by trained personal.

f. Power failures, improper power and environmental conditions.

9.3 The maintenance service to be provided by the Second Party shall not include:

a. Electrical work external to the machine or maintenance of accessories, attached machines or other devices and consumable items such as stationery, printer ribbons and magnetic media not covered under the agreement.

b. Damage resulting from accidents, fire lighting neglect or unclean Electrical Power, air conditioning or humidity control or due to Environmental conditions. Cost or repair/replacement due to these factors shall be charged by the Second Party for labor as well as for replaced parts.

**10. Annual Maintenance Fees:**

10.1 The Annual Maintenance Fees shall be payable by the First party to the Second Party at the rates given in **Annexure- II**.

## **11. Terms of Payment:**

- 11.1 Annual Maintenance Fee shall be Payable by the First party to the Second Party in four equal quarterly installments, after effecting recoveries, if any, as stated under clauses 11.5 to 11.6. No advance payments shall be made.
- 11.2 The First party shall pay the quarterly installment at the end of the respective quarter and on furnishing the Preventive Maintenance and the Down-time reports, after taking into account the deductible amount, if any, on account of Down-time and failure to meet the guaranteed Up-time due to malfunction of the Goods as certified by the authorized officer of the First party. The Down time calculations should be jointly evaluated by the authorized officers of the First party and the Second Party. The Down-time reports shall be maintained by the First party in proper and mutually agreed format.
- 11.3 The Second Party shall be required to submit the bills in this regard, in triplicate to the First party.
- 11.4 It shall be the responsibility of the Second Party to submit the bills pursuant to clause 11.3 along with the up-time certificates and the Preventive Maintenance report duly authenticated by the authorized officers of the First party. As and when the relevant downtime reports are received, the First Party make the deductions on account of the downtime from quarterly payments payable to the Second Party by the First party.
- 11.5 If any of the equipment(s) remain non-operational/non-functional due to unattended Hardware/Software/OS malfunctioning beyond the agreed upon permissible period as specified in Clauses 7 above or/and if standby equipment is not provided, then deduction of Rs.200/-(Rupees Two hundred only) per item/part per calendar day, from the day complaint is made, shall be deducted from the quarterly bill, subject to the condition that cumulative amount of fine on a particular day shall be restricted to Rs.2000/-(Two thousand only) and that for a month shall be restricted to Rs. 20,000/-(Twenty thousand only). If the equipment is not put in working condition within a month, the equipment of same specification or whatever with nearest available specification shall be procured and its cost shall be deducted from the AMC charges for this contract. This will be inclusive of the penalty amount plus Rs.2,000/- extra as penal cost.
- 11.6 If any non-networked PC is found without antivirus software or updates beyond one month, deduction of Rs.50/- per PC per day shall be made from the quarterly bill.
- 11.7 Sum of all recoveries levied during the quarter shall, however, be limited to the amount of quarterly bill. Additional deductions, towards procurement of equipment against unrepaired equipment, if any, shall be borne by the second party. However, the contract may be reviewed as per the relevant clause if the fine recoverable reaches the upper limit.

- 11.8 Pro-rata recoveries, for withdrawal from AMC of any of the Computer System, associated peripherals shall be made. Any equipment can also be added on pro-rata basis during the period of AMC.
- 11.9 The First Party will review the status of pending complaints with the Second Party from time to time. If it is found that many complaints (5 or more) requiring repair of systems are pending for over a month, the First Party reserves the right to withhold the payment of quarterly bills temporarily till all pending complaints are cleared.
- 11.10 The fine specified as above may be waived off under circumstances beyond the control of the Second Party by the First Party by an order in writing. However, the vendor will not be eligible for automatic waiver and the waiver must be obtained in writing for it to be applicable.
- 11.11 If the defaults/failures reach up to a level where daily and/ or monthly limits for fines are being reached, the First Party shall be at liberty to review the contract and rescind it after an inquiry, which may be initiated by a written communication and completed within 15 days of initiation. The Second Party shall be given an opportunity of being heard in this regard.

## **12. Price Fall:**

- 12.1 The Annual Maintenance Fees payable to the Second Party by the First party under this contract shall not in any event, whatsoever, exceed the charges for the similar Contract entered into by the Second Party with any other third party during the currency of the Contract.
- 12.2 If at any time during the said period, the Second Party reduces the maintenance charges or offers to maintain similar Goods for any person/organization including the First party or any Department of a State or Central Government or any statutory undertakings of the Central or State Government, as the case may be, at a rate lower than rates chargeable under this Contract, the Second Party shall forthwith notify such reduction of Maintenance charges or Offer to maintain Goods. The price payable under the Contract for the maintenance of Goods after the date of coming into force of such reduction or the offer for maintenance shall stand correspondingly reduced.

## **13. Contract Amendments:**

- 13.1 No variation in or modifications of the terms of the Contract shall be made except by written amendment signed by the parties.

**14. Assignment:**

14.1 The Second Party shall not assign, in whole or in part, its obligations to perform under the Contract, except with the First Party's prior written consent.

**15. Subcontracts:**

15.1 The Second Party shall not either into a sub-contract with any other person(s)/company(ies) or transfer the contract or any benefit there under to any person(s) or company(ies).

**16. Delay in Second Party's performance:**

16.1 Performance of maintenance services shall be made by the Second Party in accordance with the provisions in this Contract.

16.2 An unexcused delay by the Second Party in the performance of its obligations shall render the Second Party liable to termination of the Contract for default.

16.3 If any time during performance of the Contract, the Second Party should encounter conditions impeding timely performance of services, the Second Party shall promptly notify the First party of the fact of the delay, its likely duration and its cause(s). As soon as and as practicable after receipt of the Second Party's notice, the First party shall evaluate the situation and may at its discretion extend the party's time for performance , in which case the extension shall be ratified by the parties by amendments of the Contract.

**17. Termination of Default:**

17.1 The First party may, without prejudice to any other remedy for breach of Contract, by a written notice of default sent to the Second Party, terminate the Contract in whole or in part:

- a) If the Second Party fails to perform the Maintenance Services within the time period(s) specified in the Contract, or any extension thereof granted by the First party or
- b) If the Second Party fails to perform its any other obligation(s) under the Contract

**18. Termination for Insolvency:**

18.1 The First party may at any time terminate the Contract by giving written notice to the Second Party, without compensation to the Second Party becomes bankrupt or otherwise, insolvent, provided that such termination will not prejudice or effect any right of action or remedy which has accrued thereafter to the First party.

**19. Termination for Convenience:**

19.1 The First party may by a written notice sent to the Second Party, terminate the Contract, in whole or in part at the time for its convenience. The notice of termination shall specify that termination is for the First Party's convenient the extend to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

**20. Force Majeure:**

20.1 Notwithstanding the provisions of clauses 16 and 17, the Second Party shall not be liable for termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of force Majeure.

20.2 For purposes of this clause, 'Force Majeure' means an event beyond the control of the Second Party and not involving the Second Party and not involving the Second Party's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Second Party either in its sovereign or contractual capacity, wars or revolutions, fire, floods, epidemics, quarantine restrictions and embargoes.

20.3 If a Force Majeure situation arises, the Second Party shall promptly notify the First party in writing of such conditions and the cause thereof. Unless otherwise directed by the First party in writing, the Second Party shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by me Force Majeure event.

**21. Arbitration:**

21.1 The First party and the Second Party shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

21.2 In case of a dispute or difference arising between the First party and the Second Party relating to any matter arising out of or connected with this Contract, such dispute or difference shall be referred to the award of two Arbitrators, one Arbitrator to be nominated by the First party and the other to be nominated by the Second Party and the decision of such person(s) would be binding for both the parties. In the case of the said Arbitrators not agreeing, then to the award of an Umpire, who may be nominated by the Arbitration Council of India, and the decision of Umpire would be binding for both the parties.

21.3 The proceedings of the arbitration shall be carried out only in Trivandrum, Kerala.

**22. Governing Language:**

22.1 The Contract shall be written in English that language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in that same language.

**23. Applicable law:**

23.1 The Contract shall be interpreted in accordance with the Indian laws.

**24. Notices:**

24.1 Any notice by one party to the other pursuant to the Contract shall be sent in writing or by telegram or telex / cable / fax and confirmed in writing to the address specified for that purpose in the Contract.

24.2 A notice shall be effective when delivered or on the notices' effective date, whichever is late.

**25. Deductions:**

25.1 Payments shall be subject to deductions of any amount for which the Second Party is liable under the agreement against this contract.

**26. Handing Over**

26.1 The Second Party shall be required to hand over all the equipment in working condition at the time of termination of the Contract, otherwise the equipment, found faulty shall be made good at high risk and cost by arranging its repair from external agencies should be taken by the Second Party.

26.2 Any equipment not made available in working condition on the last working day of the contract period shall be rectified/ repaired by the Second Party within next 3 working days failing which the equipment shall be got rectified from alternate sources and deductions of the same made from the AMC payment.

26.3 The Second Party shall provide services for 15 working days from the date of expiry of the contract for smoother transfer of the AMC to the new contractor without any extra cost. In this connection, any equipment which is noted as not in working condition till last hour of AMC contract period shall be rectified by the outgoing AMC Contractor without any extra cost to the First Party.

26.4 Inventory of PCs needs to be taken in a particular format at the end of AMC period.

**27. Miscellaneous:**

- 27.1 The Second Party shall observe all security measures as are applicable to the First Party who reserves the right to cancel the contract in case of breach of security regulations and to take such action as may be considered necessary. Any special precautions required to be observed by the Second Party shall be made known to Second Party by the First Party from time to time.
- 27.2 In the event of any damage to the First Party's property or personal injury to the First party / Second Party personnel due to the negligence of the Second Party's employees, the responsibility shall solely rests upon with the Second Party.
- 27.3 The First Party shall
- a. ensure that the site(s) and the environmental conditions such as Power Conditioning Equipments are up to the standard as required by the Second Party. The Second Party shall certify the fitness of the site(s) and the environmental conditions before the commencement of the Annual Maintenance Contract.
  - b. ensure that the Service Engineers of the Second Party have full access to the Goods covered under this Annual Maintenance Contract to enable the Second Party to provide the maintenance services and make available to the Service engineers of the Second Party appropriate technical man power of the First party who are familiar with the Goods and their working. The First party shall also provide suitable working conditions and separate infrastructural facilities such as safe storage for the maintenance of Goods spares at no extra cost to the Second Party.
- 27.4 The Second Party should ensure that current and suitable backup of First Party's data is kept before servicing the Goods. The First Party will inform the Second Party about the data to be needed for backup.