

नार्थ ईस्टर्न कोलफील्ड्स

कोल इण्डिया लिमिटेड
(महारत्न कम्पनी)
महो प्रबन्धक का कार्यालय
मारघेरिता 786181 (असम)
फोन - (03751)220283
ईमेल - gm.nec@coalindia.in
फैक्स - 03751 - 220354

**NORTH EASTERN COALFIELDS**

(A Maharatna PSU under MoC)
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Corporate Identity No.L23109WB1973GO1028844

Ref: No. **NEC/4151921007/ET-91/01**Dt. **26-4-17****COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT OF DESKTOP PC'S**

M/s.Info-Tech,	Fax No.
Opp. Coal India Co-Operative	PCC: By Regd. Post
Society Ltd.	Vendor Code:
P.O.Margherita - 786 181	Website:
Dist. Tinsukia, Assam	Indent /NS No.Nil dt. 10-11-16
e-mail: infotechmrg@gmail.com	BC No.20/P.47/Budget dt. 15-11-17 of Rs.7,05,000/- of 2016-17
	FC No. 03/P-46/Budget for Rs.103740/- dt. 26-4-17 of 2017-18

Sub: This office e-Tender No. NEC/4151921007/91 dt. 31-1-17

Ref: Your on line bid & subsequent correspondences.

Dear Sirs,

With reference to your above referred on line bid against our e-tender we are pleased to award **COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT OF DESKTOP PC'S** as per detailed given below:-

SCOPE OF Work Order for CAMC:-

NIT Sl.No.	Item Description	Qty.	Charges per Unit (Per Month)(Rs.)	CAMC charges Per month for 91 PC's	CAMC charges Per year for 91 PC's
1	Comprehensive Annual Maintenance Contract of Desk Top Computers (HP/HCL etc.)	91 nos.	95.00	8645.00	1,03,740.00

Commercial terms & conditions:

1. Validity of CAMC:- The CAMC shall be valid for three years effective from 1-5-17 to 30-4-2020 NEC,CIL may reserve the right to extend the CAMC for further period of one year on same terms & conditions on mutual consent, if desired.

2. SCOPE OF WORK:

- THE CONTRACT WOULD BE COMPREHENSIVE i.e. INCLUDING REPLACEMENT OF PARTS OF ORIGINAL EQUIPMENTS MANUFACTURER (OEM) EXCEPT REPLACEMENT OF EXHAUSTED RIBBON/ CARTRIDGES FOR PRINTERS.
- UNKEEP AND MAINTENANCE OF THE HARDWARE INSTALLED. RE-INSTALLATION OF OS SOFTWARE/DRIVER IF CORRUPTED.
- TO PROVIDE AND MAINTAIN THE REQUIRED DRIVERS AND ADDITIONAL PERIPHERALS AND HARDWARE FOR MAINTAINING THE EQUIPMENTS.
- REPAIR TO BE CARRIED OUT AT THE LOCATION OF THE EQUIPMENT.
- STANDBY ARRANGEMENT TO BE MADE IN CASE THE EQUIPMENT IS TO BE TAKEN TO WORKSHOP FOR REPAIRS.
- SUPPORT FOR USERS AND TROUBLESHOOTING OF COMMERCIAL SOFTWARE PACKAGES AND REMOVAL OF VIRUS AND RE-INSTALLATION OF SOFTWARE, IF CORRUPTED.
- COORDINATION WITH OEM'S FOR TROUBLESHOOTING OF THE COMPUTER AND OTHER PERIPHERALS UNDER WARRANTY.
- ANY OTHER MAINTENANCE WORK TO BE UNDERTAKEN RELATED TO THE COMPUTER/ PERIPHERALS.
- NEW EQUIPMENTS PURCHASED FROM TIME TO TIME, AFTER THE EXPIRY OF WARRANTY/ GUARANTEE PERIOD, WILL ALSO HAVE TO BE SERVICED/MAINTAINED AT THE SAME TERMS AND CONDITIONS, AND THE CAMC HAS ALSO TO BE DONE AT THE SAME TERMS AND CONDITIONS FOR THESE NEW EQUIPMENTS. NEC, CIL, RESERVES THE RIGHT TO ADD/ REMOVE ANY ITEM FROM CAMC DURING THE CONTRACT PERIOD.
- Any other jobs related to CAMC

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- 3) i. YOU WILL PROVIDE ONE RESIDENT ENGINEER with 7 days from the date of receipt of CAMC FROM 8.00 AM TO 6.00PM ON ALL WORKING DAYS WHO WILL SIT AT NORTH EASTERN COALFIELDS, CIL, MARGHERITA. THE RESIDENT ENGINEERS SHOULD BE QUALIFIED AND HAVE AN EXPERIENCE OF NOT LESS THAN 3 YEARS IN COMPUTER HARDWARE AS WELL AS SOFTWARE MAINTENANCE. YOU WILL PROVIDE EVIDENCE OF DEALING/ MAINTENANCE IN RESPECT OF QUALIFICATION AND EXPERIENCE, WHICH WOULD BE CHECKED BY NEC, CIL TO VERIFY THE SUITABILITY/ COMPETENCY OF THE SERVICE ENGINEER. THE SERVICES OF THE ENGINEER MAY BE REQUIRED ON NON- WORKING DAYS OR BEYOND OFFICE HOURS ON WORKING DAYS ON SOME OCCASIONS TO MEET EMERGENCY SITUATION. YOU WILL ENSURE THAT ON SUCH OCCASIONS ALSO THE PERSONNEL ARE DEPUTED WITH NO EXTRA COST. THE ENGINEERS SHOULD BE EQUIPPED WITH MOBILE PHONES TO ENSURE THEIR AVAILABILITY
- ii) THE INITIAL PERIOD OF CONTRACT WILL BE FOR 1 YEAR AS INDICATED PRE PAGE AWARD OF CONTRACT. THE RATES QUOTED WILL REMAIN IN FORCE FOR THE FULL PERIOD OF THE CONTRACT. NO DEMANDS FOR REVISION OF RATE ON ANY ACCOUNT SHALL BE ENTERTAINED DURING THE CONTRACT PERIOD. THE CAMC CAN BE EXTENDED IF SO DESIRED BY NEC, CIL BASED ON THE PERFORMANCE OF THE SERVICE PROVIDER.
- iii) YOU WILL PREPARE LOG BOOKS FOR EACH OF THE MACHINES TO BE TAKEN CARE UNDER THE CAMC AND PREVENTIVE MAINTENANCE WITH SCANNING AND REMOVAL OF ALL TYPES OF VIRUS, SPECIAL CLEANING OF THE MONITOR, PRINTER, KEY BOARD, MOUSE ETC., FROM OUTSIDE WITH LIQUID CLEANER AND INSIDE WILL BE CARRIED OUT ON QUARTERLY BASIS. A PREVENTIVE MAINTENANCE REPORT FROM THE USER WOULD BE SUBMITTED TO COMPUTER SECTION.
- iv) THE SERVICE ENGINEERS WOULD TAKE UP ANY REPORTED FAULT WITHIN 1 HOUR, AS FAR AS POSSIBLE THE REPAIRS WOULD BE CARRIED OUT ON-SITE. HOWEVER IN CASE THE EQUIPMENT IS TAKEN TO THE WORKSHOP, THE FIRM WOULD PROVIDE A STANDBY FOR THE SAME.
- v) IF YOU FAIL TO CARRY OUT REPAIRS WITHIN 24 HOURS, TO THE SATISFACTION OF THE USER, A PENALTY OF Rs. 300/- ONLY, PER DAY OR PART THEREOF WILL BE CHARGED FOR DELAY BEYOND THE 1 DAY TILL SUCH TIME THE PC/ ACCESSORIES ARE REPAIRED. A CALL SHEET DULY SIGNED BY USER AND SHOULD BE SUBMITTED TO THE COMPUTER SECTION AFTER SUCCESSFULLY ATTENDING THE CALL.
- vi) A CALL SHEET DULY SIGNED BY USER AND SHOULD BE SUBMITTED TO THE COMPUTER SECTION AFTER SUCCESSFULLY ATTENDING THE CALL.
- vii) YOU WILL PROVIDE NECESSARY SUPPORT FOR MAINTAINING VIRUS FREE COMPUTER ENVIRONMENT IN THE NEC, CIL AND HELP IN UPGRADING THE SOFTWARE'S/ VIRUS DETECTION MECHANISM.
- viii) IMMEDIATELY AFTER CAMC, YOU WILL GIVE A REPORT TAKING OVER ALL EQUIPMENT (GIVING THEIR CONFIGURATION IN WORKING CONDITION ALSO). IT SHALL BE THE RESPONSIBILITY OF THE FIRM/ COMPANY TO MAKE ALL THE EQUIPMENT WORK SATISFACTORILY THROUGHOUT THE CONTRACT PERIOD AND ALSO TO HAND OVER THE SYSTEMS TO THE DEPARTMENT IN WORKING CONDITION ON THE EXPIRY OF THE CONTRACT. IN CASE ANY DAMAGE IN THE SYSTEM OF THE DEPARTMENT IS FOUND, COMPENSATION WHICH WOULD BE DETERMINED BY THE COMPETENT AUTHORITY WILL HAVE TO BE PAID BY THE FIRM.
- ix) THE REPLACEMENT OF ANY PART OF THE COMPUTER/ PERIPHERALS, WHENEVER REQUIRED, MUST BE CARRIED OUT BY YOU WITH GENUINE PART OF THE SAME SPECIFICATION AND WARRANTY.
- x) YOU WILL MAINTAIN THE EQUIPMENT AS PER MANUFACTURER'S GUIDELINE AND SHALL USE STANDARD OEM COMPONENTS FOR REPLACEMENTS.
- xi) YOU WILL BE RESPONSIBLE FOR ANY LOSS OR DAMAGE CAUSED TO ANY OF THE MACHINES OWING TO NEGLIGENCE ON HIS PART. THE CONTRACT WILL BE ON COMPREHENSIVE BASIS INCLUSIVE REPAIRS AND REPLACEMENTS OF SPARE PARTS WITHOUT EXTRA PAYMENT.

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4.TAXES AND DUTIES : Applicable Service tax @15% inclusive. Income tax as applicable will be deducted from your bills. Present rate of Service tax is 15%.

5.CENVAT CREDIT: NEC, CIL is entitled to avail CENVAT credit on account of service tax paid.

6.PAYMENT TERMS:

a) Bills for CAMC WILL BE RAISED QUARTERLY ON EXPIRY OF EACH QUARTER AND WILL BE PAID WITHIN 10 DAYS OF THE SUBMISSION OF THE BILL.

a. PENALTY CHARGES DURING THE QUARTER WILL BE RECOVERED FROM THE RESPECTIVE BILLS.

No advance payment would be made in any case. However, quarterly payment after satisfactory completion of each quarter would be made. TDS will be deducted at Source as per Rules. The company will not have any legal right to proceed against the Department in the event of late payment due to unforeseen reason. Payment shall be made by "Electronic Fund Transfer" (EFT) or e-payment.

7) **Submission of Bill: Quarterly CAMC bill in triplicate are to be submitted to Sr. Manager (System), NEC, CIL, Margherita for onward submission to the paying Authority: Area Manager (F), NEC, Margherita.**

9) **PERFORMANCE BANK GUARANTEE**: The successful bidder shall furnish a Performance Guarantee equivalent to 10% of the total value of the contract. The performance guarantee shall be submitted in the form of a Bank Guarantee issued by a scheduled bank in the format attached at ANNEXURE-G of NIT (on a non judicial stamp paper of value Rs.250.00 only) of this Bank Guarantee shall be initially valid for a period of 39 months from the date of CAMC and the same shall either be released or extended depending upon the merit of the case. This Performance Guarantee shall be for the performance of the Contract.

All other terms & conditions and scope of work as per our NIT & Annexure -'C' enclosed with NIT.

Yours faithfully,



(SR. MANAGER (MM))
For and on behalf of NEC, CIL,
MARGHERITA

Cc: B/s
Cc: Depot Officer
Cc: Sr. Manager (System)
Cc: AM (F), NEC, Margherita
cc: Office copy
cc: Guard file.

ANNEXURE-C

TERMS AND CONDITIONS FOR CAMC:

1. PAYING AUTHORITY: ^{DEPT MARG} ~~DEM~~ (F), NEC, CIL, MARGHERITA.
2. SPECIAL CLAUSE WILL BE APPLICABLE IN VIEW OF GOVT. OF INDIA'S REGULATIONS IN RESPECT OF MAINTENANCE/ SERVICE CHARGES, IF THERE IS ANY REDUCTION IN STATUTORY TAX AND DUTIES THE SAME BENEFIT WILL BE PASSED ON TO NEC, CIL, MARGHERITA AND ANY STATUTORY INCREASE IN SERVICE TAX IS ANNOUNCED BY GOVT. OF INDIA THE SAME WILL BE BORNE BY THE NEC, CIL, MARGHERITA.
3. PAYMENT TERMS:
a) CAMC, WILL BE RAISED QUARTERLY ON EXPIRY OF EACH QUARTER AND WILL BE PAID WITHIN 10 DAYS OF THE SUBMISSION OF THE BILL.
b) PENALTY CHARGES DURING THE QUARTER WILL BE RECOVERED FROM THE RESPECTIVE BILLS.
4. SUBMISSION OF BILLS: QUARTERLY CAMC BILLS TRIPLICATE ARE TO BE SUBMITTED TO SR. MANAGER (SYSTEM), NEC, CIL, MARGHERITA FOR ONWARD SUBMISSION TO THE PAYING AUTHORITY.
5. MAINTENANCE:
a) COMPREHENSIVE MAINTENANCE OF ALL HARDWARE AND PERIPHERALS AS WELL AS OTHER SYSTEMS COVERED BY THE CONTRACT WILL BE DONE BY THE PARTY. THE DMP PRINT HEAD AND RIBBON BAND IS NOT COVERED UNDER THE SAME.
b) COMPLETE OS SUPPORT/ REINSTALLATION WILL BE DONE BY THE PARTY.
c) BREAKDOWN WILL BE ATTENDED WITHIN 24 HOURS OF RECEIPT OF INFORMATION.
d) 95% AVAILABILITY (UP TIME) FOR EACH MACHINE ON MONTHLY BASIS SHOULD BE GUARANTEED. IF THE MACHINE DOWNTIME IS ANTICIPATED TO TO CONTINUE OVER TO THE NEXT 5 WORKING DAYS, THE DEFECTIVE MACHINE WILL BE REPLACED BY A BACKUP MACHINE.
e) MACHINE DOWNTIME WILL BE RECKONED ONLY DURING WORKING HRS i.e. 9:00 HRS TO 17:00 HRS (8 HRS) ON WORKING

[Handwritten Signature]
Sr. Manager (Materials)
Coalfields
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DAYS. DOWNTIME BEYOND THESE HOURS ON WORKING DAYS WOULD BE EXCLUDED. FOR EXAMPLE, IF THE DOWNTIME START AT 12:00 HRS ON DAY AND EXTENDS UPTO 11:00 HRS, ON THE NEXT DAYS THE DOWNTIME WILL BE CALCULATED AS BELOW:

FROM 12:00 HRS TO 17:00 HRS ON 1ST DAY= 5:00 HRS.
FROM 9:00 HRS TO 11:00 HRS ON 2ND DAY= 2:00 HRS.
TOTAL TIME: 7:00 HRS

f) THE AVAILABILITY PERCENTAGE WILL BE CALCULATED THROUGH CALENDAR MONTH PENALTY IMPOSED ON PRO RATE BASIS, IF THE AVAILABILITY FALLS BELOW 95% THUS.

PENALTY = QTRLY CHARGES X [1 - (%ACTUAL AVAILABILITY/95%)]

- g) NO BONUS OF ADDITIONAL SUMS SHALL BE PAYABLE IF THE AVAILABILITY IS MORE THAN 95%.
- h) ACTUAL AVAILABILITY FOR EACH MACHINE/ SYSTEM WILL BE CALCULATED AS FOLLOWS:

% ACTUAL AVAILABILITY X 100=

(NO. OF WORKING DAYS IN A QTR X 8) - (DOWNTIME HRS. DURING THE QTRTR.Y

(NG. OF WORKING DAYS IN THE QTRTR X 8)

- i) UPTIME WILL BE FOR THE ENTIRE SYSTEM i.e. IN CASE PART OF THE HARDWARE IS OUT OF ORDER THE TOTAL SYSTEM WILL BE CONSIDERED TO BE UNDER BREAKDOWN.
- j) FOR REASONS OTHER THAN FAULTY POWER SUPPLY, IF THE AVAILABILITY FALLS BELOW 95% FOR ANY MACHINE CONTINUOUSLY FOR A PERIOD OF 2 OR MORE MONTHS, THE PENALTY WILL BE DOUBLE THE RATE AS CALCULATED UNDER f) & g). UNDER NO CONDITION THE AVAILABILITY SHOULD FALL BELOW 75%.

6. CAMC PERIOD:

- a) THE MACHINES WILL BE UNDER SERVICE CONTRACT FOR A PERIOD OF 12 MONTHS FROM THE DATE OF SIGNING THE AGREEMENT.
 - b) AFTER 12 MONTHS ON THE EXPIRY OF THE CAMC, NEC, CIL MAY CONTINUE THE AMC FOR ANOTHER 1 YEAR WITH SAME TERMS AND CONDITIONS ON MUTUAL CONSENT, IF DESIRED.
7. CONSUMABLES: PRINTER RIBBON AND DMP PRINT HEAD ARE NOT UNDER THE CAMC AND ARE CONSIDERED AS CONSUMABLES.
8. SERVICE: BIDDER WILL PROVIDE SERVICE PERSONNEL AND SPARES SUPPORT AS AND WHEN REQUIRED FOR SMOOTH SUPPORT SERVICE AT NEC, CIL, MARGHERITA.

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