



EMPLOYEES' STATE INSURANCE CORPORATION

Hqrs. Office, Panchdeep Bhawan, C.I.G. Marg, New Delhi – 110 002.

www.esic.nic.in

Tender Notice

INVITATION OF TENDER FOR ANNUAL MAINTENANCE CONTRACT (AMC) OF UPS

- 1) E.S.I.C. Headquarters Office invites tender from eligible, reputed, and bonafide maintenance providers / agencies capable of providing annual maintenance services for UPS for on site maintenance of aforesaid items for its two sites in Delhi i.e. **Rohini & Hqrs. Office.**
- 2) The bid *tender* document, in detail, is being published on our Website <http://esic.nic.in> in downloadable format. The application may be submitted by eligible bidders in the document downloaded from the website alongwith non-refundable tender fee in the form of a Demand Draft / Pay Order for Rs.1,000/- (Rupees One Thousand Only) and Earnest Money Deposit of Rs.10,000/- (Rupees Ten Thousand Only) in favour of "E.S.I.Fund Account No.1" drawn on New Delhi, in a separate envelope marked "*Tender Fee and EMD for AMC of UPS*".
- 3) Tender documents duly completed and supported by requisite documents and the forms, as mentioned in the tender document, should be submitted with covering letter in a sealed envelope duly superscribed with the words "*Tender for AMC of UPS*". The Tender should be deposited in the Tender Box in Systems Division (5th Floor), upto 2.00 PM on **31st July 2009** which will be opened in the Systems Division, 5th Floor at 3.00 P.M on the same day. **Financial bids** in respect of qualified bidders shall only be considered.
- 4) If any information furnished by the applicant is found to be false at any stage, the application shall be cancelled and applicant shall be liable to be debarred from tender.
- 5) E.S.I.C. reserves the right to reject any or all applications without assigning any reason

NEW DELHI

Date :

DIRECTOR (SYSTEMS)

E.S.I.CORPORATION

GENERAL TERMS AND CONDITIONS OF CONTRACT:

TERMS AND CONDITIONS FOR TENDER	
Cost of the Tender Form / Fee	Rs. 1000/- (non-refundable)
Due Date & Time of submission of completed Tender form in the prescribed tender box:	Date 31st July, 2009 till 2.00 p.m.
Date & Time of Opening of Tender	Date 31st July, 2009 at 3.00 P.M.

1. Delivery of Tender

The tender documents, including Forms 'A', 'B', 'C' of Appendix-IV duly filled in, and the Appendixes duly completed and signed in each page should be submitted alongwith crossed Demand Drafts of Rs. 1000/- as non-refundable cost of document and of Rs.10000/- towards refundable / adjustable Earnest Money Deposit. Both in favour of ESI Fund A/c No.1 drawn at New Delhi. The bid documents should be enclosed in sealed cover and addressed to the undersigned and dropped in the Tender Box kept at Systems Division, (5th Floor) for the purpose. The tender should be submitted separately for each of the areas / items. The top of the envelop should contain the following superscription:

"Tender for AMC of UPS,

To be opened on date 31st July, 2009 at 3.00 p.m."

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

2. Last Date and Time for Receipt of the Tender

Bids must reach this office within the time notified in the Tender Notice. In the event of the said date of opening of the tender being declared a closed holiday for Govt. Offices; the date of receipt and opening of the tender(s) will be the next working day at the same time & place. Tender submitted by hand delivery, should be deposited in the Tender Box kept at this office within the due date and time stipulated in the schedule to tender. Late tenders will be summarily rejected.

3. Opening of Tender

ESIC will open all eligibility bids at 3.00 p.m. on 31st July, 2009, in the presence of bidders' representatives who may choose to attend the 'tender opening' at the following location:

**Systems Division,
ESI Corporation,
Headquarters, Panchdeep Bhavan,
Comrade Indrajit Gupta Marg,
New Delhi - 110002**

The bidders' representatives present shall sign the register evidencing their attendance.

If the delay shall have arisen from any cause, such as strikes, lockouts, fire accidents, riots etc. which the ESIC may admit as reasonable ground for

further time, it may allow such additional time required by circumstances of the case only for extending the opening.

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

4. SPECIAL INSTRUCTIONS

- 4.1. Bidders are requested to submit their bids in sealed envelope on firm rate basis, showing separately rates for each item in the documents.
- 4.2. Rates quoted should be in Indian Currency and should be inclusive of all charges. **Taxes, Duties, etc., as applicable, should be shown separately for each item of work** and should be marked 'NIL', **if not being charged separately**. Any ambiguous quote on these accounts shall render the tender liable to be rejected. Tenders not complete in all respect are liable to be rejected.
- 4.3. The bidder shall, wherever called upon to do so, give full information with reference to the services in hand and shall permit the Director (Sys) or any other officer nominated by him to inspect the premises of the tenderer / client at all reasonable times and shall give full assistance and information as may be required by him in connection with the contract.

5. Signing of Tender

The tender will be liable to be rejected in case complete information is not given therein. Individuals signing tender or other documents connected with the contract must specify as to whether he is signing as:

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

In the case of companies and firms registered under the Indian Partnership Act, the capacity in which signing e.g. Secretary, Manager, and Partner etc. or their attorney the signatory shall produce copy of documents, empowering him to do so, if called upon to do so.

6. Key Deliverables:

ESIC intends to obtain the Annual Maintenance services of UPS from reputed and experienced service providers. The services under AMC include the following key deliverables:

1. **Call Management Services** -Receipt, recording and attending of calls.
2. **UPS Management Services** – Regular maintenance of UPS in condition.
3. **Preventive and proactive Maintenance of equipments** - Routine **monthly checks** and maintenance by the agency, including preventive **dusting / cleaning** of **all UPSes** under AMC as detailed in Appendix-II.

7. Period of validity of bids:

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

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

8. OTHER GENERAL CONDITIONS OF CONTRACT

- 8.1. In the interpretation of the contract and the general and / or special condition governing it, unless otherwise required:-
- a) The term 'Contract' shall mean the invitation to tender, the instructions to tenderer, the acceptance of the tender, particulars there-in-after defined and those general and special conditions as may be added.
 - b) The term 'Contractor' shall mean the person, firm or company with whom the order for providing AMC Services is placed and shall deem to include the contractor's successors (approved by the customer), representatives, heirs, executors and administrators unless excluded by the contract.
 - c) 'Contract value' shall mean the sum accepted or the sum calculated in accordance with the rates accepted by or on behalf of the ESIC.
 - d) The term Customer or 'Corporation' or 'ESIC' shall mean the Employees' State Insurance Corporation.
- 8.2. **Validity of contract:** The contract shall be valid for one year from date of award as mentioned in the terms and conditions, which may be extended for another one year on the same terms and conditions on mutual consent at the discretion of ESIC.
- 8.3. **Authority of person signing documents:** A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to warranty that he has authority to bind such other and if, on enquiry, it appears that the person so signing has no authority to do so, the ESIC may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all costs and damages.
- 8.4. **Responsibility for executing Contract:** The agency is to be entirely responsible for the execution of the contract in all respects in accordance with the terms and conditions as specified in the acceptance of tender.
- 8.5. The agency shall not sublet transfer or assign the contract or any part thereof without the written permission of Systems Division, ESIC. In the event of the contractor contravening this condition, ESIC shall be entitled to place the contract elsewhere on the contractors account at his risk and cost and the agency shall be liable for any loss or damage, which the ESIC, may sustain in consequence or arising out of such replacement of the contract, apart from forfeiture of the Security Deposit and / or invoking the Bank Guarantee given for due performance of the contract, for such breach.
- 8.6. **Earnest Money:** The tenderer shall have to deposit **earnest money of Rs.1,000/-** (Rupees One Thousand only) with their tender failing which the tender is liable to be rejected out rightly. The earnest money is to be paid by **Demand Draft / Pay Order / Bankers Cheque (and no other form)** the same should be drawn in favour of **ESI Fund A/c No. 1**, payable **at New Delhi** and attached with the tender. Cheque will not be accepted for Earnest Money. In the event of the withdrawal / revocation of tenders by agency within the validity period of the offer, the earnest money shall be forfeited. The earnest money will however, be returned to the tenderer whose tender is not accepted.
- 8.7. No interest shall be paid on the Earnest Money Deposit and the Performance Guarantee, deposited by the firm.
- 8.8. EMD of the unsuccessful bidders shall be returned after award of the contract to the successful bidder. No correspondence/request for withdrawal of the same shall be entertained before the award of the contract to the successful bidder.

- 8.9. **Performance Guarantee:** On acceptance of the tender, contractor shall within the period specified by ESIC deposit as performance security, a sum Rs.10,000/- for fulfillment of the terms and conditions of the contract. The amount of earnest money may be adjusted towards Security Deposit at the request of the successful bidders who may be allowed to deposit the balance i.e. Rs. 9,000/- to make up for the Security Deposit. The ESIC shall be entitled to forfeit the Security Deposit or any part thereof without prejudice to any other remedies provided in the contract or available under the law for non-performance or failure to satisfactorily perform the contract as per terms and conditions. The security shall be in the form of Demand Drafts / Pay Order payable at New Delhi in favour of ESI fund A/c No. 1. No interest shall be payable on Security Deposit / Performance guarantee.
- a) If the contractor is called upon by the office of the ESIC to deposit Security and the contractor fails to provide the security deposit within the period specified / granted such failure will constitute a breach of the contract and the office shall be entitled to make other arrangements at the risk and expense of the contractor whereby the contract shall be awarded to the next eligible bidder in order and forfeiture of the earnest money shall be effected.
 - b) On due performance and completion of the contract in all respects, the Security Deposit will be refunded to the contractor without any interest after deducting downtime and other charges, if any having remained unrealized, if the same cannot be realized from the contractor's pending bills.
- 8.10. **Recovery of sums due:** Whenever any claim for the payment of a sum of money arises out of or under this contract against the contractor the ESIC shall be entitled to recover such sum by appropriating, in part or whole the security money deposited by the contractor and / or by deduction from the pending bills of the contractor. When there remains a balance of the total sum to be recovered, it shall be deducted from any sum due to them or which at any time thereafter may become due under this or any other contract with the ESIC. Should this sum not be sufficient to cover the full amount recoverable, the contractor shall pay to the customer on demand the remaining balance due.
- 8.11. **Insolvency , breach of contract, etc:** The ESIC may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:-
- i) If the contractor being an individual or firm, any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any conveyance or assignment of his efforts or enter into any arrangements or compromise with his creditors or suspend payment or if the firm be dissolved under partnership act, or
 - ii) If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or appoint a receiver or Manager on behalf of the debenture holders or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager, or
 - iii) If the contractor commits any breach of this contract not herein specifically provided for provided always that such determination shall

not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the ESIC and provided also that the contractor shall be liable to pay the ESIC for any extra expenditure, it is thereby put to.

- 8.12. **Arbitration:** In the event of any question, dispute or difference arising under these conditions or any special conditions of the contract, or in connection with this contract, except as to any matter the decision of which is not specially provided for by these or the special conditions, the same shall be referred to the sole arbitration as per the decision of the Director General of ESIC, as per Arbitration Act, 1996.
- 8.13. It is further a term of this contract that no person other than the Director General, ESI Corporation or the person appointed / approved by him should act as arbitrator.
- 8.14. Upon every such reference, the assessment of the costs incidental to the reference and award respectively shall be in the discretion of the arbitrator.
- 8.15. Subject as aforesaid to the Arbitration Act, 1996 and the rules there under, any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause. Work under the contract shall, if reasonably possible, continue during the arbitration proceeding so as to ensure continuity of the business of the customer. No normal payment due / payable by the customer, other than the ones which are subject to arbitration, shall normally be withheld on account of the arbitration proceedings, unless it is considered necessary to do so to cover the quantum of amount likely to be recoverable from the tenderer.
- 8.16. The venue of arbitration shall be at New Delhi.
- 8.17. For the purpose of the contract including arbitration proceedings there under, the Director General, ESIC or an officer authorized by him, shall be entitled to exercise all the rights and powers of the customer.
- 8.18. **Assistance to contractor:** The contractor shall not be entitled to assistance either in the procurement of raw materials required for the fulfillment of the contract or in the securing of transport facilities which they have to arrange on their own.
- 8.19. **Eligibility Testimonial and records to be furnished:** The bidder should enclose the following records, duly self certified, in support of their bonafide:-
- a) **Testimonials** from a Govt. / Semi-Govt. / Public Sector Organisations / Banks regarding their satisfactory performance of similar contract for three years. **(In Form 'A')**
 - b) Copy of latest audited **balance sheet** and profit and loss account showing that the tenderer company / firm is not incurring loss. **(In Form 'B')**
 - c) List of Professionally **qualified personnel** (hardware / software / network / engineering) of the vendor indicating at least **2 qualified personnel** on the rolls of the agency. **(In Form 'C')**
 - d) Copy of Certificate of registration / incorporation of the agency.
 - e) Copy of Trade license as may be applicable.
 - f) Copy of Income Tax Certificate / PAN / Service Tax Registration.

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

8.20. Business name and constitution of tendering firm:

Is the firm registered under

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

(Please give full name & address)

Date :

Place:

(SIGNATURE)

(OFFICIAL SEAL)

SPECIAL TERMS & CONDITIONS FOR CONTRACT / SCOPE OF WORK.

1. Key Deliverables /Scope of work:

- 1.1. Provision of monthly visit by **qualified Service engineers on-site**, one each **at ESIC, HO, CIG Marg, New Delhi-2** and **ESIC, HO Branches, ESI Hospital Campus, Rohini, Delhi** for preventive checks and maintenance services mentioned hereunder, for UPSes given in Appendix-III.
- 1.2. Call Management Services for day-to-day complaints.
- 1.3. UPS Management Services
- 1.4. Preventives and proactive Maintenance of UPS, including monthly cleaning of parts / covers with appropriate non-corrosive cleaner and periodical testing of less used / idle / standby UPSes for its functional condition.

2. Call Management Services

For online complaint procedure:

- 2.1 Providing a single point contact for escalation.
- 2.2 Maintain an updated on-line help-desk telephone number.
- 2.3 Problem escalation in case of service levels not adhered.
- 2.4 Identification and resolution of chronic faults and problems.
- 2.5 Implementation will be done as under:
 - a) Logging of user calls and giving a ticket number.
 - b) Tracking each call to resolution.
 - c) Escalation of calls if necessary to get the same resolved.
 - d) Monthly analysis of calls received and resolved.

3. UPS Management Services

- a) Support for all types of listed UPS installed in the premises including guiding the staff for proper upkeep of UPS.
- b) Maintenance of all related UPS including replacement of defective boards / circuits and connectors.

4. Report and Review

Process Documentation

1. Call Register
2. Call Summary
3. Daily Call pending report
4. Equipment log
5. Server information
6. Engineer attendance report.

5. Other Conditions

- 5.1 The Annual Maintenance Contract includes preventive as well as corrective maintenance of all components of all the UPS under AMC.
- 5.2 The agency shall depute **well-qualified and experienced service engineers**, on the working day during working hours and at best within 24 hours after complaint for attending to the same. Further engineer should visit on routine basis at least once in a month for preventive maintenance. Besides, the agency shall provide any other expert engineer from time to time as may be required in case the latter are not able to intervene and solve some complaints within next one day.
- 5.3 AMC shall cover each and every part including plastic body and parts, replacement of any part necessary for keeping the computer systems active and free from any defects/disturbance; any unscheduled call for corrective and/or preventive maintenance services; taking appropriate measures/steps in time to set right the malfunctioning of the computer systems. The replacement of **all spares** including plastic parts and body is included in the AMC **except Battery, which will be provided on cost / or arranged by ESIC on the advice of the service engineer, when worn out**. The replacement of all defective parts with good quality and OEM branded parts will be done by the service provider without any extra charge. Used/repaired parts of any other brand from any other source are not acceptable.
- 5.4 In case of need to replace any item/component, the agency shall provide original make genuine parts/components of similar or higher configurations.
- 5.5 The agency shall produce the Cash Memo's/ Certificate/ Document in proof of providing genuine components to replace the faulty ones; on demand.
- 5.6 The Company shall ensure to abide by the copy right, intellectual Property rights and other laws as may be applicable for providing any replacements for any malfunctioning the components/ items/ software under AMC and any violation of any legal requirement by the agency in this regard shall lead to termination of the contract forthwith and forfeiture of security money. Besides ensuring compliance to all legal requirements will be the responsibility of the agency, failure to do so would lead to consequences aforesaid.
- 5.7 The company should satisfy all Government regulation including minimum wages, ESI, EPF Act etc.

6. Validity

- 6.1 The contract shall be valid for a period of one year from date of award and may be extended by another year at the sole discretion of ESIC. ESIC will have exclusive right to terminate the contract by giving one month's notice.
- 6.2 The company has to give 3 month's notice before cancellation of the contract. Contravention of the same would lead to forfeiture of performance guarantee / security money alongwith all outstanding dues.

7. Standard of performance and Penalty for failures

- 7.1 The Agency will ensure 90 per cent uptime in respect of UPS. In case of **failure of the technical personnel** to attend on any working day, a penalty of **Rs. 100/- per working day** will be levied in addition to down-time penalty for individual UPS as herein after detailed. The uptime will be computed on calendar month basis in a non-cumulative manner.
- 7.2 The **down-time penalty charges** if not rectified within 24 hours shall be **Rs.50/- per day**.
- 7.3 In case of failure of the agency to rectify any of the defects within **7 days**, ESI Corporation may get the same rectified at the cost and risk of the agency.
- 7.4 If the agency repeatedly fails to rectify the faults for a period **exceeding 7 days**, apart from the repairs at their cost and risk as ibid, ESIC may terminate the contract of the agency forthwith and may forfeit the security deposit.
- 7.5 The agency shall, in no case, replace any item/component with inferior item and if found doing so, the contract shall stand terminated forthwith and security deposit shall be forfeited.
- 7.6 ESIC reserves the right to reject any or all the bids and cancel the tender without assigning any reason.
- 7.7 The calls will be received centrally and shall be provided over the telephone at single point of access against the complaint No. by the concerned official of Information Systems Division of the department or any designated / nominated branch and shall be attended immediately within one working day on receipt of the same. The firm shall maintain proper service **Call sheets / Register which will be duly signed by the engineer and the user of the equipment and Central Call Register shall be updated accordingly**.
- 7.8 Power cables, port, chords, etc. are also covered under AMC.
- 7.9 Defective Logic Cards, Circuit Boards, etc should not be repaired and shall be replaced with OEM branded parts/products or equivalent only.

8. **Payment Terms**

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

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

8.2 Any increase or decrease of taxes, duties or prices of components, etc. will not affect the basic AMC rates during the entire period of AMC, but ESIC shall pay the prevailing tax thereon, as would be applicable from time to time.

9. **Agreement**

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

10. **Commencement**

The AMC shall be commenced by the selected agency from the effective date of commencement of AMC, as would be declared in the LOI / Letter of award.

All the UPS under AMC shall be jointly verified and conditions noted on and about the date of commencement of AMC and within one week from such date.

In case any UPS / component is found malfunctioning the same shall be pointed out to ESIC for rectification and the incumbent agency shall submit estimate for their Pre-AMC repairs. The incumbent agency shall carry out repairs of such items on cost basis as per estimate after obtaining approval of ESIC, and such items shall come under AMC forthwith after such repairs. If such UPS remain unrepaired for a period exceeding one month, proportionate deduction of AMC charges shall be made from the bill as if these were not under AMC for the month(s).

11. **Severance**

At the time of termination of contract after end of the contract period including extended period, if any, or otherwise, the agency shall tender back all the UPS and related components under their AMC in reasonable working condition failing which, the same would be got rectified at the agency's cost and risk and sum may be recovered from the unpaid bill / security deposit.

DETAILS OF UPS FOR A.M.C. DURING 2009-10

(No. may vary marginally on redistribution / un-serviceability, if any and shall be finalised by joint verification by both parties for the purpose of AMC).

Make of UPS	Capacity (VA)	Quantity (No.)	Location (Rohini/Hqrs.)	Remarks / Verification
APC	500	15	Hqrs.	
APC	500	3	Rohini	
Semtek	800	43	Hqrs.	
Semtek	800	12	Rohini	
Semtek	1000	30	Hqrs.	
Semtek	1000	5	Rohini	
Semtek	650	2	Hqrs.	
Microtek	500	4	Hqrs.	
Luminous	800	9	Hqrs.	
Total		123		

N.B. **Number of above items** may vary due to operational reasons and **shall be jointly verified** and taken on record for AMC.

Appendix – IV (Forms)

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

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

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

II. FORM 'B' (Turnover and Profitability)

Sl No.	Financial / Accounting Year	Profit	Loss	Annual Turnover (from Repairs and Maintenance Services)
1.	2006-07			
2.	2007-08			
3.	2008-09			

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

III. FORM 'C' (Number of atleast 2 professionally qualified employees)

Qualification: (Please put a tick (/) mark in appropriate column)								
No.	Name	BE / B.Tech / MCAs / DOEACC 'B' Level	M.Sc(IT / Comp) / BCA / DOEACC 'A' Level	B.Sc (IT /Comp) / PGDCA / DOEACC 'O' level	Others (Pl. specify)	Addl. Qualification-1 CCNA, MCSE, MCSA, CNE etc. (Pl. specify)	Addl. Qualification-2 (Hardware , etc)	Remarks
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3.								
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**Signature of the bidder or his authorized representative
Seal of the Company**