



Tender document for comprehensive AMC of IT and non-IT equipment

Reference number: PSeGS/NW_AMC/2019/1

Punjab State e-Governance Society (PSeGS),
O/o Department of Governance Reforms (DGR),
Government of Punjab
Plot D-241, Industrial Area, Phase – 8B, Sector – 74,
Near Quark City, Mohali – 160071

Table of Contents

1. Notice Inviting Tender.....	4
2. Document Control Sheet.....	5
3. Definitions.....	6
4. Instructions to bidders.....	8
4.1 Invitation for bid.....	8
4.2 Validity of Bids.....	8
4.3 Tender Document Fees.....	9
4.4 Amendment to the Tender Document.....	9
4.5 Clarifications on submitted bids.....	9
4.6 Earnest Money Deposit (EMD).....	9
4.7 Preparation of Bid.....	10
4.8 Disqualifications.....	11
4.9 Deviations.....	12
4.10 Clarification on Tender Document.....	12
4.11 Bid Opening and Evaluation.....	12
4.12 Bid Evaluation.....	13
4.13 Eligibility / Pre-qualification Criteria.....	13
4.14 Commercial Bids Evaluation.....	15
4.15 Notification of Award of Contract.....	16
4.16 Performance Security.....	16
4.17 Signing of Contract.....	17
4.18 Fraud and Corrupt /Malpractices.....	17
5. Scope of Work.....	19
5.1 Introduction.....	19
5.2 AMC Dashboard.....	23
5.3 Increase or decrease of equipment and locations.....	25
6. General Contract Conditions.....	26
6.1 Standards of Performance.....	26
6.2 Contract Period.....	26

Tender document for comprehensive AMC of IT and non-IT equipment

6.3 Prices.....	26
6.4 Payment Terms.....	27
6.5 Applicable Law.....	28
6.6 Governing Language.....	28
6.7 Taxes and Duties.....	28
6.8 Confidentiality.....	28
6.9 Termination of Contract for default.....	29
6.10 Termination of contract for Insolvency, Dissolution etc.....	29
6.11 Termination for Convenience.....	29
6.12 Exit Management.....	29
6.13 Force Majeure.....	30
6.14 Resolution of Disputes.....	30
6.15 Legal Jurisdiction.....	31
6.16 Amendment to the contract.....	31
6.17 Limitation of Liability.....	31
7. Bid Formats.....	33
7.1 Form-1: Covering Letter requesting selection as Service Provider for maintenance of IT and non-IT equipment.....	34
7.2 Form 2: Eligibility Criteria Form.....	37
7.3 Commercial Bid Form.....	38
7.4 Annexure A: Performance Bank Guarantee.....	39
7.5 Annexure B: SLA and Penalties.....	41

1. Notice Inviting Tender

Government of Punjab

RFP Reference Number: PSeGS/NW AMC/2019/1

Punjab State e-Governance Society (PSeGS) invites online bids for the appointment of Service Provider for comprehensive AMC of IT and non-IT equipment at various locations across Punjab and Chandigarh.

Closing date and time is 11.10.2019 at 03.00 PM. For details log on to www.dgrpunjab.gov.in and www.eproc.punjab.gov.in.

2. Document Control Sheet

S.N.	Particular	Details
1.	Document Reference Number	PSeGS/NW_AMC/2019/1
2.	Date & time for the start of sale of e-tender	21-09-2019 09:00 Hrs
3.	Last date and time for submission of queries	27-09-2019 10:30 Hrs
4.	Date and time for pre-bid meeting	27-09-2019 11:00 Hrs
5.	Last date and time for submission of bids	11-10-2019 15:00 Hrs
6.	Date and time of opening of pre-qualification bids	14-10-2019 11:00 Hrs
7.	Date of opening of commercial bids	To be intimated later
8.	Address for Communication	Punjab State e-Governance Society, O/o Department of Governance Reforms, Plot D-241, Industrial Area, Phase – 8B, Sector – 74, Near Quark City, Mohali - 160071
9.	Cost of tender document & Mode of Payment	Rs. 10,000/- (Rs. Ten thousand only) through online mode.
10.	Earnest Money Deposit (EMD) through online mode	Rs. 10,00,000/- (Rs. Ten lakhs only)
11.	Contact details	Mr. Anshu Rabra, Technical Assistant Mobile : +91 9988979680 Email: anshu.rabra@punjab.gov.in
12.	Website for RFP Reference	https://eproc.punjab.gov.in/ and dgrpunjab.gov.in

Note:

- 2.1.1 In case a holiday is declared on any day, the event will be shifted to the next working day, same time.
- 2.1.2 All corrigendum / addendums / clarifications regarding this RFP shall be posted on the above mentioned websites only. No other communication or advertisement will be given.

3. Definitions

3.1.1 Unless the context otherwise requires, the following terms whenever used in this tender and contract have the following meanings:

3.1.1.1 “DGR” means Department of Governance Reforms.

3.1.1.2 “PSeGS” means Punjab State e-Governance Society (which is the implementing agency of DGR).

3.1.1.3 “Client” refers to DGR. However, the contract will be signed through implementing agency i.e. PSeGS.

3.1.1.4 “Site Offices” may refer to any or all of the following:

3.1.1.4.1 DGR / PSeGS office, Mohali

3.1.1.4.2 Punjab Civil Secretariat 1 & 2, Chandigarh

3.1.1.4.3 DC / SDM / BDPO / tehsil / sub-tehsil offices across Punjab

3.1.1.4.4 Any other office located in Punjab / Chandigarh.

3.1.1.5 “Bidder” means firm / company / business entity who submits bid in response to this tender.

3.1.1.6 “Bid” means proposal submitted by bidders in response to this tender issued by PSeGS for selection of “Service Provider”.

3.1.1.7 “Committee” means the committee constituted by PSeGS for evaluation of bids.

3.1.1.8 “IT equipment” refers to routers, switches, UPS (excluding batteries), modems, converters, VC equipment (including display / TV), etc. Standby / temporary replacement must be provided for these equipment in case of equipment fault. The software and configurations of these equipment are excluded from AMC except where back to back agreement with OEM has been specifically requested.

3.1.1.9 “Non-IT equipment” refers to Air Conditioners (with stabilizers) and DG sets (including panels and excluding batteries and diesel). Standby / temporary replacement is **NOT** to be provided for these equipment in case of equipment fault. Only repair is to be done for these equipment.

Tender document for comprehensive AMC of IT and non-IT equipment

- 3.1.1.10 "Equipment" refers to "IT equipment" and / or "non-IT equipment".
- 3.1.1.11 "Stand-by equipment" refers to the equipment to be used as temporary replacement in case of a faulty equipment. The stand-by equipment must be of equivalent or higher specification as that of the faulty equipment.
- 3.1.1.12 "Similar work" means maintenance / AMC of "IT equipment".
- 3.1.1.13 "EOL" refers to End of Life of a equipment as declared by the OEM of the equipment.
- 3.1.1.14 "Service Provider" means the firm / company / business entity, selected through competitive tendering process in pursuance of this tender, for providing comprehensive AMC of IT and non-IT equipments to the Client under the contract.
- 3.1.1.15 "EMD" means "Earnest Money Deposit".
- 3.1.1.16 "PBG" means "Performance Bank Guarantee".
- 3.1.1.17 "Contract" refers to the contract entered between PSeGS and the Service Provider.

4. Instructions to bidders

4.1 Invitation for bid

- 4.1.1 Department of Governance Reforms (DGR), Punjab with the help of its implementing agency Punjab State e-Governance Society (PSeGS) administers the implementation of e-Governance projects for the overall benefit of the citizens and public by setting up the necessary administrative, financial, legal and technical framework, implementation mechanism and resources in the State of Punjab.
- 4.1.2 Through this tender, PSeGS invites proposals from interested bidders (Service Providers) for the comprehensive maintenance of IT and non-IT equipment installed at various "Site Offices" across Punjab.
- 4.1.3 PSeGS shall enter into a contract for one year initially with the successful bidder to obtain maintenance services for the IT and non-IT equipment.
- 4.1.4 PSeGS may, at its own discretion, extend the date for submission of proposals.
- 4.1.5 All information supplied by bidders shall be treated as contractually binding on the bidders on successful award of the assignment by PSeGS on the basis of this tender.

4.2 Validity of Bids

- 4.2.1 Bids shall remain valid till 180 (one hundred and eighty) days from the date of submission of bids. PSeGS reserves right to reject a proposal valid for a shorter period as non-responsive.
- 4.2.2 If required, PSeGS may solicit the bidder's consent to extend the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the bidder should be unconditional. A bidder may refuse the request without forfeiting the Earnest Money Deposit. A bidder granting the request will not be permitted to modify its bid.

- 4.2.3 PSeGS reserves the right to annul the tender process, or to accept or reject any or all the bids in whole or part at any time without assigning any reasons and without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

4.3 Tender Document Fees

- 4.3.1 The bidder may download the tender document from the website as mentioned in document control sheet. The bidder shall furnish tender document fees, as part of the Eligibility Criteria, as per detail provided in the Document Control sheet.

4.4 Amendment to the Tender Document

- 4.4.1 Amendments / corrigendums / addendums / clarifications necessitated due to any reasons, shall be made available on website only as provided in the document control sheet. No separate communication either in writing or through email will be made to any interested/ participating bidders. It shall be the responsibility of the bidders to keep on visiting the website to amend their bids incorporating the amendments so communicated through the website.
- 4.4.2 In order to provide prospective bidders reasonable time for taking the corrigendum(s) or addendum(s) into account, PSeGS, at its discretion, may extend the last date for the receipt of Bids.

4.5 Clarifications on submitted bids

- 4.5.1 During process of evaluation of the bids, PSeGS may, at its discretion, ask bidders for clarifications on their bids. The bidders are required to respond within the prescribed time frame given for submission of such clarifications.

4.6 Earnest Money Deposit (EMD)

- 4.6.1 The bidder shall furnish EMD, as part of the Eligibility Criteria, as per detail provided in the Document Control sheet.
- 4.6.2 The EMD shall be in Indian Rupees and bidder has to pay through online mode.

Tender document for comprehensive AMC of IT and non-IT equipment

- 4.6.3 EMD of the successful bidder will be released after the successful bidder signs the final agreement and furnishes the Performance Bank Guarantee (PBG) as performance security.
- 4.6.4 EMD of all unsuccessful bidders would be refunded by PSeGS as promptly as possible after signing of the agreement with the successful bidder.
- 4.6.5 The EMD submitted shall be interest free and will be refundable to the bidders without any accrued interest on it.
- 4.6.6 The Earnest Money will be forfeited on account of one or more of the following reasons:-
 - 4.6.6.1 Bidder withdraws its bid during the validity period specified in the tender.
 - 4.6.6.2 Bidder does not respond to requests for clarification of its bid.
 - 4.6.6.3 Bidder fails to provide required information during the evaluation process or is found to be non-responsive.
 - 4.6.6.4 In case of a successful bidder, the said bidder fails to sign the Agreement in time; or furnish Performance Bank Guarantee in time.
 - 4.6.6.5 Made misleading or false representations in the forms, statements and attachments submitted in the bid documents.

4.7 Preparation of Bid

- 4.7.1 The bidder is expected & deemed to have carefully examined all the instructions, guidelines, forms, requirements, appendices and other information along with all terms and condition and other formats of the bid. Failure to furnish all the necessary information as required by the bid or submission of a proposal not substantially responsive to all the requirements of the bid shall be at Bidder's own risk and may be liable for rejection.
- 4.7.2 The bidders can visit "Site Offices" to see the actual installations for themselves to assess the quantum of work involved before submitting the bid. Once the bid is submitted, it will be presumed that the bidder has seen and understood the complete maintenance work of the IT and non-IT equipment.

Tender document for comprehensive AMC of IT and non-IT equipment

- 4.7.3 The bid shall be uploaded on the www.eproc.punjab.gov.in website by the Bidder or duly authorized person(s) to bind the Bidder to the contract.
- 4.7.4 The bidder shall be responsible for all costs incurred in connection with participation in the bid process.
- 4.7.5 The bids submitted by fax / e-mail etc. shall not be accepted. No correspondence will be entertained on this matter.
- 4.7.6 Failure to comply with the below requirements shall lead to the bid rejection
 - 4.7.6.1 Comply with all requirements as set out within this tender.
 - 4.7.6.2 Submission of the forms and other particulars as specified in this tender and respond to each element in the order as set out in this tender.
 - 4.7.6.3 Non-submission of all supporting documentations specified in this tender, corrigendum or any addendum issued.

4.8 Disqualifications

- 4.8.1 PSeGS may at its sole discretion and at any time during the evaluation of bids, disqualify any bidder, if the bidder has:
 - 4.8.1.1 Made misleading or false representations in the forms, statements and attachments submitted in bid documents. The EMD of the bidder will be forfeited in such cases.
 - 4.8.1.2 Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years.
 - 4.8.1.3 Failed to provide clarifications related thereto, when sought.
 - 4.8.1.4 Submitted more than one bid (directly/in-directly).
 - 4.8.1.5 Declared ineligible by the Government of India/State/UT Government for corrupt and fraudulent practices or blacklisted.
 - 4.8.1.6 Submitted a bid with price adjustment/variation provision.
 - 4.8.1.7 Documents are not submitted as specified in the tender document.

Tender document for comprehensive AMC of IT and non-IT equipment

- 4.8.1.8 Suppressed any details related to bid.
- 4.8.1.9 Submitted incomplete information, subjective, conditional offers and partial offers submitted.
- 4.8.1.10 Not submitted documents as requested in the checklist.
- 4.8.1.11 Submitted bid with lesser validity period.
- 4.8.1.12 Any non-adherence/non-compliance to applicable tender content.

4.9 Deviations

4.9.1 Bids submitted with any deviations to the contents of the Tender Document will be considered as non-responsive. No deviation(s) / assumption(s) / recommendation(s) shall be allowed with the bid. Bidders must ensure that pre-bid meeting is attended by their concerned senior people so that all clarifications and assumptions are resolved before bid submission.

4.10 Clarification on Tender Document

4.10.1 The bidders requiring any clarification on the bid document may submit his queries by the due date and time as mentioned in the Document Control Sheet in the following format in a spreadsheet file:

SN	RFP Clause No.	Page No.	RFP Clause detail	Clarification / Amendment Sought with reason

4.11 Bid Opening and Evaluation

- 4.11.1 PSeGS will constitute a committee to evaluate the bids submitted by bidders. A two-stage process, as explained hereinafter, will be adopted for evaluation of bids. No correspondence will be entertained outside the process of evaluation with the Committee.
- 4.11.2 The bids submitted will be opened at time & date as specified in the document control sheet by Committee or any other officer authorized by

Tender document for comprehensive AMC of IT and non-IT equipment

Committee, in the presence of bidders or their representatives who may wish to be present at the time of bid opening.

- 4.11.3 Committee may, at its discretion, call for additional information from the bidder(s) through email/fax/telephone/meeting or any other mode of communication. Such information has to be supplied within the set out time frame as provided by Committee, otherwise Committee shall make its own reasonable assumptions at the total risk and cost of the bidder and the bid may lead to rejection. Seeking clarifications cannot be treated as acceptance of the bid. For verification of information submitted by the bidders, the committee may visit bidder's offices at its own cost. The bidders shall provide all the necessary documents, samples and reference information as desired by the committee.

4.12 Bid Evaluation

- 4.12.1 The bid evaluation will be carried out in a two stage process as under:

- 4.12.1.1 Pre-qualification / eligibility evaluation.
4.12.1.2 Commercial bid evaluation

4.13 Eligibility / Pre-qualification Criteria

- 4.13.1 The evaluation of the bidders will be carried out by the Committee as per the pre-qualification / eligibility criteria defined in the tender document. Only the bidders who fulfill the given pre-qualification eligibility criteria shall be eligible for next round of evaluation i.e. Commercial bid opening. Non-conforming bids will be rejected and will not be eligible for any further processing.

- 4.13.2 The eligibility criteria are given as below:-

SN	Eligibility Criteria	Supporting documents
1.	Bidder should be either: <ul style="list-style-type: none">• A company registered under the Indian Companies Act, 2013 / 1956 OR• A partnership firm registered under the Limited	a. Certificate of Incorporation / Certificate of Registration b. Memorandum and Articles of Association / Partnership deed.

Tender document for comprehensive AMC of IT and non-IT equipment

SN	Eligibility Criteria	Supporting documents
	Liability Partnerships (LLP) Act, 2008 OR <ul style="list-style-type: none"> • A partnership firm registered under the Indian Partnership Act, 1932. 	
2.	The bidder should be in operation for at least the last three years as on 31st March 2019 in doing "Similar Work".	Work order / contract to validate the year and area of activities.
3.	The bidder should have successfully completed "Similar Work" in government / large reputed private organizations which involved providing "Similar Work" at multiple locations during the last three years ending 31.03.2019 as per following details:- <ol style="list-style-type: none"> a. One similar work costing not less than the amount equal to Rs. 1.0 crore. OR b. Two similar works each costing not less than the amount equal to Rs. 75 lakh each. OR c. Three similar works costing not less than the amount equal to Rs. 50 lakh each. 	Work orders confirming year, cost, number of locations and area of activity. Work orders (which are in progress) in which minimum 1 year has been completed will also be considered. Any other relevant documents for costing of each similar work may also be accepted.
4.	Bidder should have minimum annual average turnover of Rs. 10 crore from similar work only, in the last three financial years for which bidder's accounts have been audited.	<ul style="list-style-type: none"> • Audited Financial Statements OR • Certificate from statutory auditors clearly certifying the turnover
5.	The bidder should have minimum of 20 professionally qualified personnel (having minimum qualification of diploma in computer science / IT / Hardware / networking or higher) on its payroll, deployed in the business of maintenance of "IT equipment".	Self-certified letter
6.	The bidder should be ISO 9001 certified which should be valid on date of submission.	Self-certified copy of certification
7.	The bidder shall submit the undertaking that the bidder :- <ol style="list-style-type: none"> a. Has not been ever under a declaration of ineligibility for corrupt or fraudulent practices and should not be blacklisted by any State Govt. / Central Govt. / Board, Corporations and Government Societies / PSU for any reason. b. Has not been ever insolvent, in receivership, 	Self-Certified letter

Tender document for comprehensive AMC of IT and non-IT equipment

SN	Eligibility Criteria	Supporting documents
	<p>bankrupt or being wound up, not have its affairs administered by court or judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons.</p> <p>c. And their directors, partners and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a maintenance provider contract within a period of three years preceding the commencement of the maintenance service supply process, or not have been otherwise disqualified pursuant to debarment proceedings.</p>	
8.	The Bidder should have valid PAN and GST registration certificate.	Self-certified copy of relevant valid certificates
9.	The bidder must ensure to deposit the tender document fees and EMD	Any relevant proof
10.	The bidder must have at least one office in Punjab	<p>Any relevant document to prove the existence of office.</p> <p>In case the bidder does not have a office already, then the bidder is required to open a office within Punjab within one month of signing of contract. The office should remain open for the full duration of the contract.</p>
11.	The bidder must submit the list of service centres in Punjab	List of service centres on bidder's letterhead

4.14 Commercial Bids Evaluation

4.14.1 Commercial Bids would be opened only for those bidders, who qualify all the Eligibility Criteria as explained above on the prescribed date in the presence of bidder's representatives, who may wish to be present.

Tender document for comprehensive AMC of IT and non-IT equipment

- 4.14.2 The bidder offering lowest “Grand Total Comprehensive AMC Charges” would be termed as L1 (Least Cost) bidder or the successful bidder.
- 4.14.3 In case the evaluated bid amount of two or more bidders are the same, then the firm having higher total turnover for the financial year 2017-18 will be declared as L1 bidder or the successful bidder.
- 4.14.4 Failure to abide the tender conditions may result into forfeiture of EMD & PBG.
- 4.14.5 Any conditional commercial bid will lead to disqualification of the entire bid and forfeiture of the EMD.
- 4.14.6 Bidder quoting negative AMC charges will be treated as non-responsive and will result in forfeiture of the EMD.
- 4.14.7 Errors & Rectification:
 - 4.14.7.1 If there is a discrepancy between words and figures of the charges, the amount in figures will prevail.
 - 4.14.7.2 If the bidder doesn't accept the correction of error(s) as specified, its bid will be rejected.

4.15 Notification of Award of Contract

PSeGS will notify the successful bidder in writing about acceptance of their bid. The notification of award will constitute the formation of the contract after submission of PBG to PSeGS as performance security by the successful bidder.

4.16 Performance Security

- 4.16.1 As soon as possible, but not more than 15 days following receipt of letter of award of the contract, the successful bidder shall furnish PBG to PSeGS @ 10% of contract value as performance security.
- 4.16.2 PBG shall remain valid for a period of 180 (one hundred eighty) days beyond the expiry of the contract. Whenever the contract is extended, Service Provider will have to extend the PBG proportionately. If more items are brought under the maintenance contract, the PBG will have to be increased

Tender document for comprehensive AMC of IT and non-IT equipment

proportionately whenever the increase required in PBG is more than ten thousand rupees.

- 4.16.3 In case the successful bidder fails to submit PBG within the time stipulated, PSeGS at its discretion may cancel the award of contract to the successful bidder without giving any notice and the EMD of the concerned bidder will be forfeited.
- 4.16.4 The Service Provider will not be entitled for any interest on the PBG submitted.
- 4.16.5 PSeGS shall forfeit the PBG in full or in part in the following cases:
 - 4.16.5.1 When the terms and conditions of contract are breached/ infringed.
 - 4.16.5.2 When contract is being terminated due to non-performance of the Service Provider.
 - 4.16.5.3 The Clients incur any loss due to Service Provider's negligence in carrying out the project implementation as per the agreed terms & conditions.

4.17 Signing of Contract

- 4.17.1 The successful bidder will sign the contract with PSeGS within 15 working days of the release of notification and submission of performance security. After signing of the contract, no variation in or modification of the term of the contract shall be made except by mutual written amendment signed by both the parties.

4.18 Fraud and Corrupt /Malpractices

- 4.18.1 All the bidders must observe the highest standards of ethics during the process of selection of Service Provider and during the performance and execution of contract.
- 4.18.2 For this purpose, definitions of the terms are set forth as follows:
 - 4.18.2.1 "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the Client or its personnel in contract executions.

Tender document for comprehensive AMC of IT and non-IT equipment

- 4.18.2.2 "Fraudulent practice" means a misrepresentation of facts, in order to influence a selection process or the execution of a contract, and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive the Client of the benefits of free and open competition.
- 4.18.2.3 "Unfair trade practice" means supply of services different from what is ordered, or change in the Scope of Work.
- 4.18.2.4 "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or execution of contract.
- 4.18.3 PSeGS will reject a proposal for award, if it determines that the bidder recommended for award, has been determined to having been engaged in corrupt, fraudulent or unfair trade practices.
- 4.18.4 PSeGS will declare a bidder ineligible, either indefinitely or for a stated period of time, for award of contract, if bidder is found to be engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing, the contract at any point of time.

5. Scope of Work

5.1 Introduction

5.1.1 The Service Provider is expected to provide comprehensive maintenance for the equipment at various locations across Punjab. The list of the equipment to be covered under comprehensive maintenance is available in the financial bid format. The tentative summary of the equipment is as under:

SN	Equipment Type	Tentative No.	Make	Approx. Purchase Year Range
1.	AC	138	LG / Emerson / Carrier	2008 / 2011
2.	Converter / Modem	376	Gateway / TP Link/ TeamLink	2015 - 2017
3.	DG-Set	143	Kirloskar	2008 / 2017
4.	LAN Extender	42	TeamLink	Not Available
5.	LCD	31	LG	2017
6.	Modem	240	Gateway / TeamLink	2008 / 2017
7.	Router	346	Cisco	2016 - 2017
8.	Security Appliances	4	Cisco / Fortinet	2014 - 2017
9.	Servers	60	Cisco / HPE	2014 / 2017
10.	Storage	12	HP / Dell	2014 / 2017
11.	Switch	475	Cisco / HP	2015 - 2017
12.	UPS	369	Delta / Tritronics / Emerson / AVO	2008 / 2017
13.	VC End Points	36	Polycom / Cisco	2016 - 2017
14.	WiFi Access Points	67	HP	2015
15.	Miscellaneous	19	-	2011 / 2014

5.1.2 While every effort has been made to ensure correctness of the details of the equipment, however, some details may not be accurate. Further, some of the details like purchase price, year of manufacture, etc regarding the equipment could not be ascertained. The bidder is expected to satisfy itself before quoting the prices and may visit the "Site Offices" to find out such details and repairs required in the equipment. No plea regarding incorrect / incomplete details and revision of price quoted will be entertained later on.

Tender document for comprehensive AMC of IT and non-IT equipment

5.1.3 Any kind of hardware and software failure must be covered in the AMC. However for IT equipment, software and configurations are excluded from AMC except for the following equipment whose back to back AMC agreement with the respective OEM must be executed by the Service Provider within 2 weeks of signing of contract (Relevant documents to be submitted with quarterly invoice):

SN	Equipment Type	Make	Model	Serial Number
1.	Router	Cisco	7609-S	SMQ1732101J
2.	Router	Cisco	9010	FOX2101G7SS
3.	Firewall	Cisco	ASA 5585	JMX2017808S
4.	Firewall	Cisco	ASA 5585	JMX2017808Q
5.	Firewall	Fortinet	Fortigate - 800C	FG800C3914802732
6.	Firewall	Fortinet	Fortigate - 800C	FG800C3913802957
7.	Chassis	CISCO	UCS 5108	FOX2006GB5V
8.	Chassis	CISCO	UCS 5108	FOX2053G85Z
9.	Prime Infrastructure (LMS)	CISCO	UCS C220	FCH2049V0LN
10.	SAN Storage	Dell	VNX e1600	CKM00164001737
11.	SAN Storage	HP	HP 3PAR StoreServ 7000	4C14167320
12.	SAN Switch	HP	NA	CZC413UTLS
13.	SAN Switch	HP	NA	CZC413UTMV
14.	Tape Library	HP	MSL4048	MXA413Z099
15.	SAN Storage	HP	3PAR StoreServ 7200	4C14167314
16.	Tape Library	HP	MSL4048	MXA413Z0BS
17.	SAN Switch	HP	NA	CZC413UTKX
18.	SAN Switch	HP	NA	CZC413UTM6
19.	SAN Disk Enclosure	HP	NA	7CE439P2XV
20.	SAN Disk Enclosure	HP	NA	SHM0974245S9798
21.	SAN Controller	HP	3PAR 7000	SGH4400D47
22.	SAN Switch	HP	8/24 Base 16-ports	CZC437U1N6
23.	MCU	Cisco	Telepresence MCU 5320	FOC2002NOJH
24.	MCU	Cisco	Telepresence MCU 5320	FO32010N7Z9
25.	CUCM	Cisco	N/A	FCH2016V2RY
26.	CUCM	Cisco	N/A	FCH2016V2RW

- 5.1.4 The Service Provider would be required to perform the following activities:
- 5.1.4.1 In the beginning of the contract, the Service Provider is required to takeover all equipment mentioned in the commercial sheet for providing AMC services. The faulty equipment, if any, shall be repaired by the Service Provider within 1 month of signing of contract. The charges for these initial repairs (including spare parts) shall be including the AMC costs.
 - 5.1.4.2 The Service Provider is required to carry out Preventive Maintenance and Cleaning of equipment once in six months or whenever required as deemed fit by the Client or the Service Provider. Preventive maintenance includes but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust from the interior of the hardware, and necessary repairing of the equipment. The format for PM shall be got approved from the Client by the Service Provider. The Preventive maintenance reports should be signed by concerned officer in-charge and submitted to the Client along with quarterly invoice.
 - 5.1.4.3 AMC dashboard (online portal) as per Clause 5.2
 - 5.1.4.4 Providing a unique complaint number for progress and closing of the complaints.
 - 5.1.4.5 Attending the call by visiting the location of equipment where fault has been reported.
 - 5.1.4.6 Checking the equipment and ascertain the reason for the fault and repair it within SLA limits to avoid penalty. All spare parts shall be from Original Equipment Manufacturer (OEM) or its authorized supplier except when the equipment is declared EOL by the OEM. The warranty on spare part should be as per the OEM's standard warranty period. The warranty certificate for the spare part should also be submitted along with quarterly AMC invoice.
 - 5.1.4.7 In case the the equipment is declared EOL by the OEM, refurbished or old spare parts shall be allowed subject to the condition that the Service Provider must give six months warranty on the spare part. The warranty certificate for the spare part and EOL statement issued by OEM should also be submitted along with quarterly AMC invoice.

Tender document for comprehensive AMC of IT and non-IT equipment

- 5.1.4.8 If the fault cannot be repaired immediately, the Service Provider shall provide stand-by equipment (in case of IT equipment only) so that the SLA is honored.
- 5.1.4.9 In the rare case that the equipment is found to be irreparable, the Service Provider should intimate the Client in writing along with detailed reasons for the same. The Client may call the Service Provider to discuss these stated reasons. If the reasons are accepted by the Client, the relevant SLA penalties shall not be applicable. The AMC of the concerned equipment shall be stopped promptly and no AMC charges shall be payable from the date of complaint. However, the Service Provider shall provide stand-by equipment for a maximum period of 60 days from the date of intimation of irreparable equipment to the Client (Stand by replacement is applicable only for IT equipment). The cost of new equipment required as replacement of irreparable equipment shall be borne by PSeGS.
- 5.1.4.10 A certificate of satisfactory repairs should be obtained from the complainant. Such certificate must be submitted along with quarterly AMC invoice.
- 5.1.5 The Service Provider should ensure deployment of adequate engineers so that the service levels agreed in the contract at "Site Offices" for maintenance, trouble-shooting and repair purpose are honoured.
- 5.1.6 The Service Provider is required to maintain adequate stock of "stand-by equipment" and spare parts of equipment for quick response and resolution time.
- 5.1.7 The Service Provider shall be answerable to an office authorized by the Client for coordinating the day -to-day work.
- 5.1.8 No item should be rendered inoperative on the basis that the part equivalent to the defective part is not available. The Service Provider has to install the latest or same or higher specification parts in the system so that the work is not hampered.
- 5.1.9 In case, the Service Provider feels that help from a Specialist is required to repair any IT equipment, then the Specialist Engineer should accompany with

Tender document for comprehensive AMC of IT and non-IT equipment

Service Provider's engineer. The cost of the Specialist Engineer shall be borne by the Service Provider.

- 5.1.10 Escalation matrix with contact detail should also be submitted.
- 5.1.11 Damages caused due to fire, theft, riots, accidents and other exceptional circumstances like rat menace etc are excluded from the AMC.
- 5.1.12 The Service Provider shall maintain detailed record of preventive maintenance, faults and solution implemented for all the equipment. This record shall be available online as part of the AMC Dashboard.
- 5.1.13 The Service Provider will be allowed to sublet the AMC of equipment after prior approval of the Client except routers, switches and servers.
- 5.1.14 For each complaint attended, a call log form should be filled by the service engineer. After resolution of complaint the form must be signed by the complainant along with his / her feedback. Such call log forms shall be made available on the AMC dashboard as part of repair history of the concerned equipment. The indicative information in the call log form should cover the following:
 - 5.1.14.1 Name of Complainant
 - 5.1.14.2 Mobile number of Complainant
 - 5.1.14.3 Location of faulty equipment
 - 5.1.14.4 Faulty equipment details (Make, Model and Serial Number)
 - 5.1.14.5 Date and time of reporting of fault
 - 5.1.14.6 Details of fault
 - 5.1.14.7 Action taken / Resolution offered
 - 5.1.14.8 Name and mobile of Service Engineer
 - 5.1.14.9 Date and time of resolution of fault
 - 5.1.14.10 Remarks of complainant
 - 5.1.14.11 Signature of Service Engineer and Complainant

5.2 AMC Dashboard

- 5.2.1 AMC Dashboard shall consist of the following:
- 5.2.1.1 Dashboard detailing the number of equipment under AMC along with equipment wise breakup, number of complaints raised, number of complaints resolved, etc.
 - 5.2.1.2 Complaint Management System to enable the various users to log / view status / action taken on complaint of the fault in equipment by phone, email and online portal. A complaint raised via phone or email should be entered on the dashboard by the Service Provider. The Service Provider shall provide a toll free helpline number for lodging of complaints. The helpdesk should be available from 8 AM to 6 PM (Monday to Friday). However complaint booking through AMC dashboard should be available 24 * 7 * 365.
 - 5.2.1.3 Equipment details like equipment type, make, model, Sr. No., Location, preventive maintenance history, fault and rectification history along with call log form, etc.
 - 5.2.1.4 Searching equipment details using location, Sr. No., device type or as required by the Client.
- 5.2.2 Separate login ids must be created for each district. Such login should be able to view details of their own district only. Further, one admin login should be created which should be able to view details of all districts. Admin login should also have the right to reset password of district logins.
- 5.2.3 The Complaints Management Software should record and maintain details of all the calls logged, status, name of engineer deployed, time when the call was reported / attended / resolved, problem description, resolution offered, feedback / comments of the user, etc. The software should be able to provide daily, weekly and monthly call reports and analysis in terms of number of calls received, calls attended, calls pending, calls escalated, equipment history sheet, etc. The Client should be provided with a master login to the portal so that these reports and other activities can be viewed online.
- 5.2.4 The dashboard must have the provision to download reports in excel, csv and pdf formats.

- 5.2.5 The Client may request modifications in the dashboard software as per its requirements.

5.3 Increase or decrease of equipment and locations

- 5.3.1 The number of equipments to be brought under AMC is not exhaustive. The equipments can be increased / decreased at any time during the validity of the contract on the same terms and conditions. The validity of the contract will not be changed due to addition of these equipment.
- 5.3.2 The cost of maintenance of such equipment would be decided by the Client in consultation with the Service Provider by matching the cost price, technical specification and location of "Site Office" where the equipment is located. The decision regarding the price will be taken by the Client and will be final and binding on the Service Provider.
- 5.3.3 Work order for the additional IT equipment to be added under the maintenance contract with the bidder will be issued separately duly signed by authorized signatory of the Client.
- 5.3.4 Payment for additional equipment(s) will be made on pro-rata basis for the period of maintenance contract.
- 5.3.5 The list of locations where service needs to be provided can also be increased or decreased, as long as it is located within Punjab or Chandigarh. No additional charges for increase in locations shall be payable.

6. General Contract Conditions

6.1 Standards of Performance

6.1.1 The Service Provider shall deliver the services and carry out its obligations under the contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The Service Provider shall always act in respect of any matter relating to this contract as faithful Service Provider to the Client. The Service Provider shall always support and safeguard the legitimate interests of the Client, in any dealings with a third party. The Service Provider shall conform to the standards laid down in the tender in totality.

6.2 Contract Period

6.2.1 This shall be valid for a period of 1 year initially from the date of signing of contract. If the services of the Service Provider are found satisfactory, contract may be extended on the same prices for an additional period of maximum 2 years (1 year at a time) by mutual consent on the same terms & conditions.

6.3 Prices

6.3.1 The AMC charges quoted in the commercial bid shall be exclusive of all taxes. It should include initial repair charges (if any), visiting charges, labour charges, repair charges, preventive maintenance charges, charges for providing temporary replacement (standby equipment) of faulty IT equipment, spare part cost, service charges, breakdown charges and other miscellaneous expenses.

6.3.2 The prices quoted shall remain fixed for the complete contractual period. No request for changing the prices will be accepted after opening of the bids and during the validity of the contract.

6.3.3 Taxes on the spare part and services shall be paid to the Service Provider as per rules.

- 6.3.4 In the financial bid format, the bidder must quote prices of all line items. If the bidder fails to quote price of any of the line item, then the AMC price of that particular item would be treated as zero.

6.4 Payment Terms

- 6.4.1 Payment to the Service Provider shall be made in Indian Rupees through account payee cheque only on quarterly basis.
- 6.4.2 The invoices shall be raised using GST No. of Punjab only.
- 6.4.3 The call detail reports along with action taken report and preventive maintenance reports should be submitted along with each invoice, all corresponding to the same period. Further, if a faulty part has been replaced for an equipment which is not EOL, then the warranty certificate must be attached with the invoice. If a faulty part has been replaced for an equipment which is EOL, the warranty certificate for the spare part issued by Service Provider and EOL statement issued by OEM should also be submitted along with quarterly AMC invoice.
- 6.4.4 Payments shall be made on quarterly basis and shall be subject to deductions of any amount for which the Service Provider is liable under the contract. Further, all payments shall be made subject to deduction of TDS (Tax Deduction at Source) at the rate applicable from time to time as per the Income-Tax Act, 1961 and any other applicable deductions/ taxes.
- 6.4.5 The decision of the Client pertaining to the quality and quantity of works / services performed by the Service Provider will be final and acceptable to the Service Provider besides being binding. It shall be the responsibility of the Service Provider to rectify the deficiencies so pointed out without any extra payment. In the event of default by Service Provider, the Client reserves the right to get the concerned work / services fixed at its own level at the cost, risk and responsibility of the Service Provider after giving a notice in regard thereto in writing and expenditure so incurred by the Client will be recovered from the invoices of the Service Provider or from PBG, as it may deem fit.

6.5 Applicable Law

6.5.1 Applicable Law means the laws and any other instruments having the force of law in India as may be issued and in force from time to time. The contract shall be interpreted in accordance with the laws of the Union of India and the State of Punjab.

6.6 Governing Language

6.6.1 The Contract shall be written in English language. All correspondences and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English language.

6.7 Taxes and Duties

6.7.1 All taxes, duties and any statutory levies etc. payable by the Service Provider during the contract tenure shall be the sole responsibility of the Service Provider.

6.8 Confidentiality

6.8.1 Confidential information shall mean and include any and all confidential or proprietary information furnished, in whatever form or medium, or disclosed verbally or otherwise by the Service Provider and/ or the Client to each other including, but not limited to, the services, plans, financial data and personnel statistics, whether or not marked as confidential or proprietary by the parties.

6.8.2 The Service Provider shall ensure that the while providing maintenance services, all the details and information inside various IT equipment is kept confidential.

6.8.3 During the execution of the project except with the prior written consent of the Client, the Service Provider or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the contract.

6.8.4 The Service Provider will maintain the confidentiality of the data stored on the IT equipment of the Client. The Service Provider will be required to take

appropriate actions with respect to its personnel to ensure that the obligations of non-use & non-disclosure of confidential information are fully satisfied. In case of failure, the Client has right to take legal action against the Service Provider.

6.9 Termination of Contract for default

6.9.1 The Client or the Service Provider can terminate the contract in the event of default of terms and conditions of this tender or the subsequent contract by the other party by giving 2 months' written notice. In such case, the provisions under Exit Management clause shall apply.

6.10 Termination of contract for Insolvency, Dissolution etc.

6.10.1 The Client may at any time terminate the Contract by giving written notice to the Service Provider, if the Service Provider becomes bankrupt or otherwise insolvent or in case of dissolution of firm/company or winding up of firm/company. In this event termination will be without compensation to the Service Provider, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to Client. In such case, the provisions under Exit Management clause shall apply.

6.11 Termination for Convenience

6.11.1 The Client reserves the right to terminate, by prior written 2 months' notice, the whole or part of the contract, at any time for its convenience. The notice of termination shall specify that termination is for Client's convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. In such case, the provisions under Exit Management clause shall apply.

6.12 Exit Management

6.12.1 On expiry or premature termination of the contract, the Service Provider shall handover the IT equipment in good condition to the Client or to the new AMC

vendor, except fair wear and tear, failing which the Service Provider shall pay to the Client such damages, which shall be deducted from the pending payments or from the PBG.

- 6.12.2 The faults pointed out by new AMC vendor during the inspection before taking over of the equipment are to be rectified within ten working days by the outgoing AMC vendor, and for any delay in rectification of faults thus pointed out, the Client can get such equipment repaired at its own level at the risk and cost of outgoing AMC vendor.

6.13 Force Majeure

- 6.13.1 The Service Provider shall not be liable for forfeiture of its PBG or termination of contract for default if and to the extent that delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 6.13.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, wars or revolutions, riot or commotion, earthquake, fires, floods, epidemics, and quarantine restrictions.
- 6.13.3 If a Force Majeure situation arises, the Service Provider shall promptly notify the Client in writing of such condition and the cause thereof. Unless otherwise directed by Client in writing, the Service Provider 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 the Force Majeure event.

6.14 Resolution of Disputes

- 6.14.1 If any dispute arises between parties, then these would be resolved in following ways:
- 6.14.1.1 **Amicable Settlement:** Performance of the Contract is governed by the terms and conditions of the Contract, however at times dispute may arise

about any interpretation of any term or condition of Contract including the scope of work, the clauses of payments etc. In such a situation either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, then the second Sub-clause of resolution of disputes shall become applicable.

6.14.1.2 Arbitration: In case dispute arising between the Client and the Service Provider, which has not been settled amicably, the Service Provider can request the Client to refer the dispute for Arbitration under Arbitration and Conciliation Act, 1996. Such disputes shall be referred to the Arbitrator which shall be "Vice Chairman-PSeGS". The Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings. Arbitration proceedings will be held at Chandigarh. The decision of the arbitrator shall be final and binding upon both the parties. All arbitration awards shall be in writing and shall state the reasons for the award. The expenses of the arbitration as determined by the arbitrator shall be borne equally by the client and the Service Provider. However, the expenses incurred by each party in connection with the preparation, presentation and litigation shall be borne by the party itself.

6.15 Legal Jurisdiction

6.15.1 All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in Mohali, Punjab only.

6.16 Amendment to the contract

6.16.1 The contract signed thereof can be amended by mutual consent of both the parties, provided such amendment is made in writing and signed by both the parties.

6.17 Limitation of Liability

6.17.1 “Service Provider’s” cumulative liability for its obligations under the Contract shall not exceed the sum total of the following:

6.17.1.1 The cumulative work order value issued to the “Service Provider”, if any.

6.17.1.2 The cumulative value of the EMD and PBG.

6.17.2 This limitation shall not apply to the following:

6.17.2.1 The acts of “Service Provider” which invite civil and or criminal consequences including damages etc. due to default on “Service Provider” in compliance of the conditions of the present agreement.

6.17.2.2 Any liability for damages arising from wilful misconduct or indemnification against third party claims for infringement.

7. Bid Formats

Following are the bid formats to be used by the bidders for submitting their bids online for selection as Service Provider under the tender:-

SN	Form	Description
1.	Form-1	Covering Letter
2.	Form-2	Eligibility Criteria Form
3.	Form-3	Commercial Bid Form

[Note: Italicized comments in rectangular brackets of formats have been provided for the purpose of guidance/ instructions to bidders for preparation of the bid formats. These should not appear in the final bids to be submitted by the bidders]

7.1 Form-1: Covering Letter requesting selection as Service Provider for maintenance of IT and non-IT equipment

Bid Reference No. : PSeGS/NC_AMC/2019/1

[Bidders are required to submit the covering letter as given here on their letterhead]

To

Member Secretary,

Punjab State e-Governance Society,

O/o Department of Governance Reforms,

Plot D-241, Industrial Area, Phase 8B, Sector – 74, Near Quark City,

Mohali-160071

Sub: Bid for Selection as Service Provider for comprehensive maintenance of IT and non-IT equipment

Dear Sir,

1. We, the undersigned, have carefully examined the referred tender no. PSeGS/NW_AMC/2019/1, offer to propose for the selection as Service Provider for comprehensive maintenance of IT and non-IT equipment, in full conformity with the said tender.
2. We have read all the provisions of tender & corrigendum and confirm that these are acceptable to us.
3. We further declare that additional conditions, variations, if any, found in our proposal shall not be given effect to.
4. We agree to abide by this bid, consisting of this letter and commercial bid, and all attachments, till 180 days from the date of submission of bids as stipulated in the tender

Tender document for comprehensive AMC of IT and non-IT equipment

and modifications resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

5. Until the formal final contract is prepared and executed between us, this bid, together with your written acceptance of the Bid and your notification of award, shall constitute a binding contract between us.
6. We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation or misinterpretation contained in it may lead to our disqualification.
7. We understand you are not bound to accept any bid you receive, not to give reason for rejection of any bid and that you will not defray any expenses incurred by us in bidding.
8. We declare that this is our sole participation in this tender bid and we are not participating/co-participating through any of other related party or channel.
9. We have not been blacklisted or barred by any State Govt. / Central Govt. / Board, Corporations and Government Societies / PSU for any reason.
10. EMD of Amount Rs. (in words) (in figures) has been paid online. Details are as below:-
[Insert the details as applicable].
11. Tender document cost has also been paid online. Details are as below:-
[Insert the details as applicable].
12. Our details have been filled below:-

S.N	Particulars	Details
1.	Name of the Bidder	
2.	Principal place of business	
3.	Address with Telephone numbers, Fax number, etc	
4.	Date of incorporation and/or commencement of business	
5.	Name of Partners/ Directors	
6.	Registration Number	
7.	PAN Number	
8.	GST Registration Number	
9.	Brief description of the Service Provider's line of business	

Tender document for comprehensive AMC of IT and non-IT equipment

10.	Name, designation, postal address, e-mail address, phone numbers (including mobile) etc., of Authorized Signatory of the Bidder with power of attorney.	
11.	Details of individuals who will serve as the point of contact/communication with the Client in case of the award of the contract. <i>[The details to include Name, designation, postal address, e-mail address, phone numbers (including mobile) etc.]</i>	

13. Details of Similar Works that are in progress or have been completed (Proofs attached) :-

S. No.	Name of the Service Contract	Name of the Client	Number of persons deployed	Value of Contract	Contract start date	Contract completion date

Signature

Full Name

In the capacity of

Duly authorised to sign Proposal for and on behalf of

Date.....

Place.....

[*: Strike off whichever is not applicable]

7.2 Form 2: Eligibility Criteria Form

Bid Reference No.: PSeGS/NW_AMC/2019/1

7.2.1 The compliance against each of the particulars provided under Clause 5.12 is to be submitted as per below format:-

Sl. No.	Particulars	Eligibility Criteria	Supporting documents	Pg. No.	Compliance (Yes / No)
...

7.3 Commercial Bid Form

[To be submitted by the bidder as per the format provided on the e-procurement website]

7.4 Annexure A: Performance Bank Guarantee

Member Secretary
Punjab State e-Governance Society (PSeGS),
O/o Department of Governance Reforms (DGR),
Government of Punjab
Plot D-241, Industrial Area, Phase – 8B, Sector – 74,
Near Quark City, Mohali – 160071

Whereas, <<name of the Service Provider and address>> (hereinafter called “the applicant”) has undertaken, in pursuance of RFP No: / Contract no. <<insert RFP / contract no.>> dated. <<insert date>> to provide consulting services for <<name of the assignment>> to <<Client>> (hereinafter called “the beneficiary”)

And whereas it has been stipulated in the said contract that the applicant shall furnish you with a irrevocable and unconditional bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <<Name of the Bank>> a banking company incorporated and having its head /registered office at <<address of the registered office>> and having one of its office at <<address of the local office>> have agreed to give the Client such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the Service Provider, upto a total of Rs. <<Insert Value>> (Rupees <<insert value in words>> only) and we undertake to pay you, upon your first written demand declaring the Service Provider to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. <<Insert Value>> (Rupees <<insert value in words>> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the applicant before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Service Provider shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

Notwithstanding anything contained herein:

1. Our liability under this bank guarantee shall not exceed Rs <<Insert Value>> (Rupees <<insert value in words>> only).

Tender document for comprehensive AMC of IT and non-IT equipment

2. This bank guarantee shall be valid up to <<insert expiry date>>.
3. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <<insert expiry date>> failing which our liability under the guarantee will automatically cease.

7.5 Annexure B: SLA and Penalties

The key service level objectives that relate to the maintenance service and the related aspects of the interface between the Client and the Service Provider are indicated below:

- 7.5.1 The SLA parameters shall be monitored on a monthly / quarterly basis as per the individual SLA parameter requirements. However, if the performance of the system/services is degraded significantly at any given point in time during the contract and if the immediate measures are not implemented and issues are not rectified to the complete satisfaction of the Client, then the Client will have the right to take appropriate disciplinary actions including termination of the contract.
- 7.5.2 The full set of service level reports should be available to the Client on a monthly / quarterly basis or based on the project requirements.
- 7.5.3 In case these service levels cannot be achieved at service levels defined in the agreement, the Client shall invoke the performance related penalties. Payments to the Service Provider will be linked to the compliance with the SLA metrics laid down in the agreement.
- 7.5.4 Penalties shall not exceed 100% of the quarterly bill. If the penalties exceed more than 50% of the total quarterly bill, it will result in a material breach. In case of a material breach, the Service Provider will be given a cure period of one month to rectify the breach failing which a notice to terminate the contract may be issued by the Client.
- 7.5.5 Repair / maintenance / Service of equipment will be provided as per deliverables & service levels defined below:

S.N.	Activity	Deliverable	Target / Service Level	Penalty for delays beyond target level
1.	Helpdesk availability	Tollfree helpline should be available 8 AM to 6 PM (Monday to Friday)	Availability of helpline 8 AM to 6 PM (Monday to Friday)	Rs. 200/- per instance
2.	Initial repair of faulty	All faulty equipment	Within 1 month of	Rs. 100/- per equipment per

Tender document for comprehensive AMC of IT and non-IT equipment

S.N.	Activity	Deliverable	Target / Service Level	Penalty for delays beyond target level
	equipment at the start of contract	must be repaired at the start of contract	signing of contract	day
3.	Complaint Registration (Time identified as T0)	Complaint Number	Immediately after complaint is logged.	Rs. 200/- per instance
4.	Providing standby equipment (Except AC and DG set)	Installation and commissioning of standby equipment	T0 + 3 hours for equipment at DNCs and Chandigarh / Mohali	3% of equipment's quoted AMC cost per hour subject to minimum of Rs. 100 per hour
			T0 + 5 hours for equipment at SDNCs	2% of equipment's quoted AMC cost per hour subject to minimum of Rs. 75 per hour
			T0 + 8 hours for equipment at BNCs	1% of equipment's quoted AMC cost per hour subject to minimum of Rs. 50 per hour
5.	Repair of faulty equipment	Repaired faulty equipment	T0 + 1 working day for ACs	2% of equipment's quoted AMC cost per day subject to minimum of Rs. 75 per day
			T0 + 2 working day for DG sets	2% of equipment's quoted AMC cost per day subject to minimum of Rs. 75 per day
			10 working days for all equipment except ACs and DG sets	1% of equipment's quoted AMC cost per day subject to minimum of Rs. 50 per day
6.	Preventive Maintenance	Preventive Maintenance report signed by officer incharge	To be submitted with alternate quarterly invoice	Rs. 100 per equipment for which Preventive Maintenance not done
7.	AMC Dashboard	As per Clause 5.2	Within one month of signing of contract	1% of contract value per day
8.	Using only genuine OEM certified spare part wherever required	Bill from OEM or its authorized dealer / distributor (except	Whenever a part needs to be replaced	10% of quarterly payment. Immediate replacement of non-genuine spare part with

Tender document for comprehensive AMC of IT and non-IT equipment

S.N.	Activity	Deliverable	Target / Service Level	Penalty for delays beyond target level
		when the equipment is EOL or irreparable)		genuine OEM certified spare part
9.	Complaint closing	Complaint resolution signed by complainant	Immediately after complaint resolution	Rs. 200/- per instance
10.	Back to back AMC agreement for equipment mentioned at clause 5.1.3	Copy of back to back agreements with OEMs	Within 2 weeks of signing of AMC contract with the Client	1% of contract value per day. AMC cost of relevant equipment will not be paid. Cost of any loss to the Client shall be recovered from the Service Provider.
11.	One onsite Project Manager at PSeGS, Mohali having B.E. / B.Tech. in Computer Science / IT / Electronics or MCA with minimum three years of relevant experience, on Service Provider's payroll	-	Within one week from signing of contract and replacement within two weeks.	Rs. 1,000/- per day