



1035/TAL-I/APS

Nov 2019

M/s _____

**REQUEST FOR PROPOSAL: COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT
(AMC) RUNNING/MAINTENANCE OF TAL SYSTEMS (HARDWARE)
AT SENIOR WING, ARMY PUBLIC SCHOOL, BAREILLY**

Dear Sir,

1. This school intends to purchase Comprehensive Annual Maintenance Contract (AMC) for 12 Months from ____Nov 2019 to ____ Oct 2020 for Extramarks Smart Class Equipments and Accessories (Qty 30 Nos)(Phase-1) installed at various classrooms at Senior Wing of this school. Details are as under :-

S/No	System Configuration
(a)	Smart Interactive Board
(b)	CPU (Brand-Assembled, Motherboard-MSI, Processor-Intel Dual Core, RAM-2 GB-DDR-II, Hard Drive-320 GB and 500 GB (for stand alone 5 class)
(c)	UPS (Servotech/Assembled-1 KVA)
(d)	Projector
(e)	CCE (Cabinet Console Equipment)
(f)	Speakers
(g)	LAN Switches (Switches-8 Port Switch, Total Switches-7 Switches)
(h)	Server (Brand-HP(Proliant), Processor-Intel(Xeon)-3, 10GHz-4 Cored CPU, RAM-4 GB-DDR-III, Hard Drive-500 GB/1TB Supportable, UPS-Servotech-1 KVA, Display-Benq-TFT)
(j)	Key-Mouse in all Classes

2. You are requested to quote your rates and forward quotation by hand, addressed to the Principal, Army Public School, Bareilly Cantt in a sealed envelop may be dropped in the tender/ quotation box available in Adm Block (Senior Wing) of this school latest by ____ Oct 2019 before 1230 hrs. Quotation (RFP) Proposal will be opened in the presence of vendors.

3. While forwarding your quotation, following points to be taken care of :-
 - (a) To be forwarded in original letter head.
 - (b) Signed by the dealers with name written clearly/stamp affixed.
 - (c) Reference of our letter No with date be written on Top.
 - (d) TIN No/GST No should also be written on the quotation.
 - (e) Experience letters.
 - (f) Copy of PAN Card should be attached.
4. The school management reserves the right to reject/cancel any or all bid without assigning any reason.
5. The said systems will be available for health inspection by prospective bidders from 09.00 AM to 01.00 PM on all working days upto one day prior to last date for bid submission.
6. Vendor will quote separate cost for initial repairs and AMC of 30 smart board systems for one year and then the grand total. L1 will be decided on grand total cost. Format is given at Appendix.

Maintenance Assurance Bank Gurantee

7. To ensure continuous maintenance support, the Seller will be required to given Performance Bank Guarantee (PBG) to 50% of annual value of the AMC plus tax. PBG should be valid for Three Years and 90 Days from date of commencement of AMC.

Condition During AMC Period

8 **Preventive Maintenance Service**: The Seller will provide a minimum of four Preventive Maintenance Service visits during a year to the operating base to carry out functional checkups and minor adjustments/tuning as may be required.

9 **Breakdown Maintenance Service** : In case of any breakdown of the equipment/system, on receiving a call from the Buyer, the Seller is to provide maintenance service to make the equipments/system serviceable.

10 **Response time** : The response time of the Seller should not exceed Twenty Four Hours from the time the breakdown intimation is provided by the Buyer.

11 Serviceability of 95% per year is to be ensured. This amounts to total maximum downtime of 18 Days per year. Also, unserviceability should not exceed Four days at one time. Required spares to attain this serviceability may be stored at site by the Seller at his own cost. Total down time would be calculated at the end of the year. If downtime exceeds permitted downtime, LD would be applicable for the delayed period.

12 Maximum repair turnaround time for equipment/system would be Forty Eight Hours. However, the spares should be maintained in a serviceable condition to avoid complete breakdown of the equipment/system.

13. Vendor will provide comprehensive AMC cover, to include cost of any hardware component replacement. APS Bareilly will not pay for any hardware component separately.

Risk & Expenses Clause For AMC

14. Vendor shall be duty bound to provide AMC cover for the period of Three Year. AMC will be renewed on yearly basis subject to satisfactory performance by the vendor.

15. Risk and Expenses maintenance as specified below shall be applicable during the AMC period. Payment documents for the previous period shall not be processed unless AMC agreement for the subsequent year is made. In addition, PBG will be encashed in case of refusal of AMC cover for subsequent years.

16. **Risk & Expense Maintenance:-** It will be undertaken by the user in the event supplier fails to honor the contracted obligation within the stipulated period as specified in AMC. The supplier shall be issued with proper notice before resorting to risk maintenance. In case risk maintenance is resorted to the supplier is liable to pay the amount spent by the School. If any in obtaining the said services through a fresh contract i.e. the defaulting supplier has to bear the cost incurred on maintenance services. Factors like method of recovering such amount will be considered by the user while taking a decision to invoke the provisions of risk maintenance.

17. If PBG is encashed due to any reason, vendor will provide fresh PBG for the balance period.

Force Majeure

18. Should any force majeure circumstances arises, each of the contracting party shall be excused for the non-fulfillment or for the delayed fulfillment of any of its contractual obligations, if the affected party within 30 days of its occurrence informs the other party in writing.

19. Force majeure shall mean fire, floods, natural calamities or other acts such as war turmoil's strikes sabotage, explosions, quarantine restrictions beyond the control of either party or any other event beyond the control of either party.

20. It is understood and agreed between the parties hereto that the rights and obligation of the parties shall be deemed to be in suspension during the continuance of the force majeure event as aforesaid and the said rights and obligations shall automatically revive upon the cessation of the intervening force majeure event. The period within which the rights and obligations of the parties shall be in suspension due to force majeure event shall not be considered as a delay with respect to the period of delivery and or acceptance of delivery under the Agreement or otherwise to the detriment of either party.

21. Notwithstanding the provision of the immediately foregoing clause, it is further understood and agreed between the parties hereto that in the event of any force majeure persisting for an uninterrupted period exceeding One month, either party hereto reserve the right to terminate the Agreement upon giving prior written notice of ten days to the other party of the intension of terminate.

Notice

22. Any notice required or permitted by this Agreement shall be in writing in English language and may be delivered personally or may be sent by fax, telex, cables or registered prepaid air mail, address to the last known address of the party to whom it is sent.

EMD

23. Vendor will submit EMD for 10% of the value of his bid, valid for one year from the date of opening of bids.

Termination

24. The Buyer shall have the right to terminate the Agreement after Notice in part or in full in any of the following cases:-

- (a) The maintenance of services is delayed for causes not attributed to Force Majeure for more than 15 days.
- (b) The company is declared bankrupt or becomes insolvent.

Arbitration

25 All disputes or differences whatsoever arising between the parties out of relating to the construction, meaning & operation of effect of the contract or the breach thereof shall be referred to the Arbitration Committee shall comprise of the following:-

- (a) Principal, Army Public School Bareilly.
- (b) Representative of M/s Extramarks Education India Pvt Ltd
- (c) Representative of Army Public School Bareilly

Payments terms

26. Payment will be released to vendor on monthly basis, subject to deduction of penalties if any.

Penalties

- (a) If the equipment is not repaired within stipulated time, a penalty of Rs. 500/- per day, per system will be levied as penalty.
- (b) If uptime is not maintained as stipulated, a penalty of Rs. 500/- per system per 0.5% of degradation will be levied.

Additional Hardware AMC

27. The school has additional similar hardware, quantity 44, of which 20 systems (Phase-2) AMC will commence on _____ and 24 systems (Phase 3) AMC will commence on _____. Vendor will duty bound to provide AMC for Phase 2 & 3 systems also at the same rates as contracted for 30 systems of Phase 1. In addition, PBG will be provided same as for Phase 1. In case of refusal, PBG of Phase 1 will be encashed.

(S K Saxena)
Principal

COMMERCIAL BID

Ser No	Item	Cost (A)	Taxes (B)	Total Cost (A + B)
1	Initial repair of 30 systems			
2	AMC Cost for Phase 1 30 systems for one year			
3	Total (Ser No 1 + 2)			

Note:-

1. L1 will be decide on total cost at Ser 3.
2. Bids submitted without EMD will not be accepted
3. Bid will be valid for one year from the date of opening of bids.

