



फा : 2-14 & 3-29 / केवि / तंजाऊर/ 2019 -20 /

दिनांक :

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Sub: “Invitation for sealed Quotations for Annual maintenance Contract (AMC) for various brands of Computers, Printers, Scanners and CD-writers along with Networking installed in KV, AFS, Thanjavur – Reg.”

Sir/Madam,

The Kendriya Vidyalaya Sangathan, a centrally funded Autonomous Body, is a Society registered under Societies’ Registration Act.1860. The Sangathan administers the Scheme of Kendriya Vidyalayas set up for imparting education to the Children of transferable Central Govt. Employees among others.

You are invited to submit your most competitive quotation for Annual Maintenance Contract (AMC) for various brands of Computers, Printers, Scanners and CD-Writers along with Networking installed in the school, *as per Schedule I of the Model Maintenance Agreement attached with this letter* **for the period from 01.04.2020 to 31.03.2021.**

➤ **Bid Price :**

- The AMC shall be for various brands of Computers, Printers, Scanners and CD- Writers along with Networking installed in KV AFS THANJAVUR, as described in Schedule I of the Model Maintenance Agreement. The bidder may quote rate for items in the format of quotation attached Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.
- The other terms and conditions will be regulated as per the Terms and Conditions of the Model Maintenance Agreement attached with this letter of Invitation for Quotation:
- The prices should be quoted in Indian Rupees only.
- Each bidder shall submit only one quotation.
- Telex or Facsimile quotations are not acceptable.

Contd...2/-

➤ **Validity of quotations :**

The quotation shall remain valid from 01.04.2020 to 31.03.2021.

➤ **Evaluation of quotations :**

This Office will evaluate and compare the quotations determined to be substantially responsive i.e. which are :

- Properly signed, and
- Confirm to the terms and conditions and specifications.

The evaluation would be done for all the items put together. The bidder who has quoted for partial quantity of any one or more item(s) would be treated as non-responsive. The Office will award the contract to the responsive bidder whose total cost for all the items put together is the lowest.

➤ **Award of contract :**

The Competent Authority will award the contract to the bidder whose quotation has been determined to be substantially responsive and who has offered the lowest price as per para 5 above. Notwithstanding the above, the Competent Authority reserves the right to accept or reject any quotations and to cancel the bidding process and reject all quotations at any time prior to the award of the contract. **The contracted amount will be paid on quarterly basis till the completion of the contract period.**

You are advised to visit the Office on working days between 8.30 am and 2.30pm to see the hardware.

➤ **Last date and time of receipt of quotations:**

You are requested to submit the sealed quotations super scribed on the envelope as **“Quotations for Annual Maintenance Contract (AMC) for various brands of Computers, Printers, Scanners, CD Writers along with Networking”**, latest by 02.00 pm on 19.03.2020. The quotations will be opened at 3.00 pm on 20.03.2020.

We look forward to receiving your quotation and thank you for your interest in the KVS.

Yours faithfully,

(RENU)
PRINCIPAL INCHARGE
For and on behalf of the
Kendriya Vidyalaya Sangathan

FORMAT OF QUOTATION

Sl. No.	Description of equipment	Unit/ Rate (Rs.) in Figures	Unit Rate (Rs.) in Words	GST, if any	Total amount without GST	Total amount with GST
01.	AMC of Computers, Printers, Scanners and CD-Writers along with Networking installed in the school (From 01.04.2020 to 31.03.2021)					

As indicated in Schedule I of the Model Maintenance Agreement .

Gross Total Cost : Rs.....(in figures)

Rs.....(in words)

We agree to have Annual Maintenance Contract of the above items of equipment in accordance with the technical specifications and Model Maintenance Agreement for a total contract price of Rs.....(in figures) (Rs.....(in words) for the period specified in the Invitation for Quotations.

(Bidder)

Signature:_____

Name : _____

Date : _____

Encl: Registration documents
Bid Security
Profile of Business

MODEL MAINTENANCE AGREEMENT

This Maintenance Agreement is made at **KV AFS Thanjavur** on _____ of 2020 (.....two thousand twenty) for the period of one year from _____ to _____ between the _____ (name of the Office and address) on behalf of the Kendriya Vidyalaya Sangathan (KVS), hereinafter referred to as First Party” which expression shall unless excluded by or repugnant to the context be deemed to include his successor in Office and assigns on the one pan and M/s _____ Vendor Name, acting through authorized representative Sh _____ only authorized by the Company/Firm vide resolution number _____ dated _____ (copy annexed to this maintenance agreement) with its registered office at _____ which expression shall unless excluded by or repugnant to the context shall include its representative administrator, executives and assign on the second party.

Where as _____ has the Computer Equipment and Peripherals shown in this Agreement hereof and is now desirous of availing the Non Comprehensive Maintenance Services for its Computer equipment and Peripherals installed at the _____

And whereas M/s. _____ has agreed to perform the said maintenance services of the Computers and Peripherals and UPS as mentioned in this agreement and limited to the Computers and Peripherals and UPS covered by this agreement.

Now, therefore, it is hereby mutually agreed to follows:

1.0 SCHEDULES TO THE AGREEMENT:

The following schedules from an integral part of this agreement: Schedule-I

Details of Computers and Peripherals and UPS

1.1. However during the currency of the agreement, the department is at liberty to add to, or delete from, this schedule any numbers of desktops, printers and UPS, if so warranted. In case of addition of work, services will be performed; the same will be done on already agreed and settled-rates for the main-contract maintenance.

2.0 TERMS & CONDITIONS OF THE MAINTENANCE CONTRACT FOR THE COMPUTERS AND PERIPHERALS AND UPS IN

2.1 The Second party, shall truly and faithfully carry on the said job as is done by the Services/business houses in proper manner/standard fashion for the non comprehensive maintenance of the Computers and Peripherals and UPS ofas mentioned in Annexure-I to the full extent and satisfaction of the first party for the whole year i.e. fromto

2.2 The non comprehensive maintenance includes preventive maintenance, quarterly regular services of the Computers and Peripherals and UPS and/or replacement of an items necessary for keeping the Desktops, Printers and UPS of active and free from and, defects or disturbance and also on any unscheduled call for corrective and maintenance services, taking appropriate measures/steps on time to set right the malfunctioning of the Desktops, Printers and UPS.

2.3 The non comprehensive maintenance shall be carried out primarily at the premises of the during Office hours. In case, the second party feels that the equipment cannot be repaired at site, they will carry the defective equipment with the consent of **KV AFS Thanjavur** after giving due receipt of the equipment and deliver back the repaired equipment at their own cost and risk to get it repaired promptly.

2.4 The Operating environment condition in which the equipment is presently installed is quite satisfactory and the second party will not raise any condition with regard to the working environments for the equipment covered under the Maintenance Contract.

2.5 The call logging procedure will be as follows :-

- a. If through E-main Complaint to M/s.....
- b. If through Fax : Complaint to M/s.....
- c. If through Phone : M/s.....Ph.No.....
- d. The address for correspondence :

M/s.....
.....
.....

This procedure will be conveyed to the Staff concerned of **KV, AFS, Thanjavur** by M/s.....forthwith. In all cases complaint No. with date will be issued by M/s.....

2.6 Response time for maintenance call should not exceed 2 hours.

2.7 The system down time should not exceed 48 hours from the time at which the complaint was made. If the down time is more than 48 hours from the time of failure report then the first party may choose to get the same repaired by or replaced from any other agency and the cost and expenditure incurred therein shall be recoverable from the second party from subsequent payments or else from the Bank Guarantee if all the payments have been released.

2.8 The Second party, will ensure 95 % uptime for Desktops and other items of equipments ailing which liquidated damages of Rs.500/- per day per item subject to maximum ofwill be recovered from the Bank Guarantee or the Payment due to the Service Provider. However before imposing liquidated charges, the First party will issue a show cause notice in which the details of downtime will be mentioned. It will also include the liquidated damages proposed to be imposed on the second party.

3.0 SECURITY DEPOSIT :

3.1 The Second party shall deposit 5% of the AMC amount as performance security in the form of Bank Guarantee (in the format prescribed) from a Nationalized Bank with the first party at the time of signing the agreement. This amount shall be refunded to the Second party by the first party upon termination or expiration, of this agreement after adjusting such dues or claims or both as may remain unpaid by the Second party to the first party at the time of termination or expiration of this agreement.

4.0 PAYMENT TERMS :

4.1 The total maintenance charges for one year are Rupees.....The comprehensive maintenance charges shall be payable to the Second party in arrears on quarterly basis. For this purpose, the Second party will have to submit bill in the name of First party and payment shall be made by it within 30 days from the receipt of the bill.

4.2 Enhancement or decrease of taxes, duties or prices of components, etc., will not affect the AMC rates during the entire period of AMC; no difference shall be paid or claimed as a result of the above.

4.3 In the event of non-satisfactory performance of maintenance services by the Second party, first party shall have the right and discretion to terminate this agreement by giving one-month notice and to forfeit the proportionate amount from the security deposit by the second party.

5.0 FORCE MAJEURE :

5.1 The.....or the Second party, against the other, in case of any failure or omission or calamities such as fires, floods, earthquakes, hurricanes, or civil strikes, under any statute or regulations of the Government, lock-outs, strikers, riots, embargoes from any political reasons beyond the control of any part including war (whether declared or not). Civil war or state of insurrection shall give notice to other party within 15 days of the occurrence of such incident that on account of the above event the notifying party.

5.1.1 Has delayed the performance of its work, as it was beyond its reasonable control and it has not occurred due to negligence or default on its part.

5.2 Either party, as and when gives notice of force majeure shall provide confirmation of such event in the form of a certificate from the Government department or agency or chamber of commerce. The parties shall be relieved of their respective obligations to perform, hereunder for so long as the event of force majeure continues and to the extent their performance is affected by such an event of force majeure provided notices as above are given and the event of force majeure is established as provided hereinabove.

6.0 SYSTEM AVAILABILITY

6.1 In the event of any dispute as to whether the system downtime is due to damage caused by mishandling or system malfunctioning the issue will be referred to the Jt.Commissioner(Admn.), KVS for decision. The decision of Jt. Commissioner (Admn.), KVS will be final and binding upon both the parties.

7.0 ASSIGNMENT :

7.1 The second party shall not assign this agreement or any part, thereof or any benefit there under without, the written consent of.....to any other party.

8.0 ARBITRATION

8.1 In the event of any question, disputes or difference arising between the parties relating to the interpretation and application of these provisions of this agreement, such disputes or differences shall be resolved amicably by mutual consultations and on failure to do so shall be referred from arbitration to the

nominee of the Jt Commissioner (Admn.), KVS. The decision of Arbitration to the agreement in this regard shall be final and binding upon both the parties.

8.2 The parties shall continue to perform their obligations under this agreement during arbitration proceedings. The cost of Arbitration (including the fees and expenses of the Arbitration) shall be shared equally by the parties unless the Award specifies otherwise.

8.3 The venue for arbitration will be New Delhi.

9.0 THE AGREEMENT :

9.1 This document with Schedule 1 hereto signed by both the parties shall constitute the entire agreement binding on both the parties.

9.2 This agreement has been executed in the English language in two originals and each party has retained one original.

In witness whereof each of the parties hereto has caused this agreement to be executed as on the day, month and the year first above written.

First Party
For and on behalf of,
The Kendriya Vidyalaya Sangathan

Second Party
For and on behalf of M/s

Name :
Designation

Name :
Designation

(Rubber Seal)
In presence of

(Rubber Seal)
In presence of

Witness – I
Name
Address :

Witness – I
Name
Address :

Kendriya Vidyalaya Sangathan
(Address) _____
