

No. D-18012/1/2011-C&G  
Government of India  
Bureau of Civil Aviation Security,  
"A' Wing, I-II-III Floor, Janpath Bhawan,  
Janpath, New Delhi.

**LIMITED TENDER**

Dated: 21.1.2013

To

The tenderers.

Subject :- **TENDER DOCUMENT for Comprehensive Annual Maintenance Contract of Computers and its peripherals at BCAS(HQ), Janpath Bhawan, New Delhi.**

Dear Sir,

Please find enclosed a tender document for comprehensive annual maintenance contract of Computers and its peripherals at BCAS(HQ), Janpath Bhawan, New Delhi.

2. You are directed to submit all the requisite documents as specified in the enclosed tender, latest by **15.00hrs. on 29<sup>th</sup> January, 2013.**
3. Tenders received after the stipulated deadline shall not be accepted. This Bureau shall not be responsible for any postal delay or non-receipt of tender except under "Force Majeure" conditions, to be notified in writing by the bidder. Grant of extension of time or otherwise shall be at the discretion of the Competent Authority.
4. Commissioner of Security (Civil Aviation), BCAS reserves the right to reject any tender without assigning any reason thereof.

Yours faithfully,

**(S.S. Modi)**  
**Dy. Director(Admn.)**

## **Pre-Qualifying Conditions**

1. The Tenderer along with its partner, if any, should be a reputed Company directly undertaking the maintenance of Computers and its peripherals for at least past two years.
2. The Tenderer must have requisite manpower, infrastructure and financial resources to successfully execute the contract.
3. The Tenderer is required to submit documentary evidence in support of the contracts executed by it.
4. Only those firms need to participate in the Bids System who qualifies the Pre-Qualifying Conditions.
5. The Tenderers have to qualify the Pre-Qualification Conditions, to participate in Financial Bid.
6. The EMD as prescribed, shall be enclosed alongwith the forwarding letter giving details regarding the satisfaction of the Pre-Qualifying Conditions.
7. The firm should submit valid Sales Tax Certificate in original/certified true copy for last two years.
8. Compliance report as per Section-IV of this document.

## SECTION I

### INVITATION FOR BIDS

1. This invitation of bids is **for comprehensive annual maintenance of Computers and its peripherals at BCAS(HQ), Janpath Bhawan, New Delhi** henceforth referred to as the 'Department' 'Authority' or "Bureau" in this document. The successful bidder is referred to as "Contractor", in this document.

2. Tenderers are advised to study the Tender Document carefully. Submission of Tender shall deemed to have been done after careful study and examination of the Tender Document with full understanding of its implications.

3. Only those firms need to participate in the Bids System who qualifies the Pre-Qualifying Conditions.

4. Sealed offers prepared in accordance with the procedure enumerated in section II should be made only on the enclosed Tender Form and deposited in the "Tender Box" kept on IInd Floor 'A' Wing, Janpath Bhawan, Janpath, Near Control Room, Bureau of Civil Aviation Security, New Delhi **not later than 15.00hrs. on 29<sup>th</sup> January, 2013.**

5. All bids must be accompanied by an Earnest money amounting to Rs. 10,000/- (Rs. Ten Thousand only) in the form of a Demand Draft drawn on a Nationalised Indian Bank, in favour of Pay & Accounts Officer, Ministry of Civil Aviation, payable at New Delhi. The tender without the requisite earnest money, in the prescribed form, will be rejected

6. This Tender document is not transferable and non-negotiable.

7. Schedules for invitation to Tender. :

a) Address at which tenders are to be submitted: Sh.S.S.Modi, Dy. Director(Admn.), Bureau of civil Aviation Security, IInd floor, 'A' wing, Janpath Bhawan, Janpath, New Delhi- 110001

b) Time & Dates of opening of pre-qualification Documents : 30<sup>th</sup> January, 2013 at 15.30 hrs. in the C&G Section, Bureau of Civil Aviation Security IInd Floor, 'A' Wing, Janpath Bhawan, Janpath, New Delhi.

**NOTE:** BCAS shall not be responsible for any postal delay or document getting lost during transit. Further, the Tenderer shall not have any claim whatsoever on BCAS for such postal delays or transit losses or non-receipt/non delivery of the documents.

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**SECTION II**  
**INSTRUCTIONS TO TENDERERS**

**INSTRUCTIONS: -**

1. Procedure for Submission of Bids:

There will be a Two-Sealed cover System for this tender.

**Pre-qualification Bid in one separate cover.**  
**Financial Bid in another separate cover.**

2. (a) The Tenderers must place their Pre-qualification Bid and Financial Bids in separate envelopes, super-scribed with separate Bid titles as follows:-

**‘Pre-qualification Bid’**  
**‘FINANCIAL BID’**

b) Each envelope should bear the Name, Address and other Contact details of the Tenderer.

c) Both the sealed envelopes should then be placed in one single envelop with the Tenderer’s Name, address, etc. printed on it, and should be addressed “Commissioner of Security (Civil Aviation), Bureau of Civil Aviation Security, and sent to the address given at Para-7(a) of Section I of this document. This envelope should be super scribed **“Bids for comprehensive annual maintenance of Computers and its peripherals at BCAS(HQ), Janpath Bhawan, New Delhi.”**

3. The Tenderers who satisfy the pre-qualification Conditions, need only participate in Financial Bid.

4. The EMD as prescribed, shall be enclosed alongwith the forwarding letter giving details regarding the satisfaction of Pre-Qualifying Conditions.

5. Financial Bids of only those Tenderers will be opened who qualify the Pre-Qualification Bid on the date and time notified above.

6. Please note that rates should not be indicated in the Pre-qualification Bid and should be quoted only in the Financial Bids. Financial Bid should indicate detailed item wise cost break-up as per the Tender Specifications given in Profoma-III to this document.

7. The covers thus prepared should indicate clearly the name and address of the Tenderer.

8. The bids received late and declared late by the Tender Evaluation Committee after the last date and time for receipt of bids prescribed in the tender document shall be rejected and/ or returned unopened to the Tenderer.

9. The Tenderer shall bear all costs associated with the preparation and submission of its Bid, including cost of presentation for the purposes of clarification of bid, if so desired by the Department and the Department will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.
10. The Tenderer is expected to carefully examine all instructions, forms, terms & conditions and specifications in the Tender Document. BCAS shall have the right to reject all or any Tender Document. Failure to furnish all information required in the Tender Document or submission of a bid not substantially responsive to the Tender Document in every respect will be at the Tenderer's risk and may result in the rejection of the bid.

11. **Clarification regarding Tender Documents:**

A prospective Tenderer requiring any clarification of the Tender Document may contact the Department in writing at the Department's mailing address indicated in clause 7(a) of Section I. The Department may respond to any request for clarification of the Tender Document, received, not later than 7 days prior to the last date for the receipt of bids prescribed by the Department. The Department shall not be responsible for any postal delays.

12. **Amendment of Tender Document:**

No amendments in Tender except those which are technical in nature, may be permitted to be altered without the express approval of the Competent Authority.

**PREPARATION OF BIDS:**

13. **Language of Bids**

The bids prepared by the Tenderer and all correspondence and documents relating to the bids exchanged by the Tenderer and the Department shall be written in 'English.'

14. **Documents Comprising the Bids:**

The bids prepared by the Tenderers shall comprise of following components:-

- (A) Pre-Qualifying Bid shall consist of following :-
- i. Bid Proposal sheet duly filled in, signed and complete in all respects (Proforma-I).
  - ii. Qualifying data duly filled in as per Proforma II provided in the bid proposal that the Tenderer is eligible to bid and is qualified to perform the contract, if its bid is accepted.
  - iii. Valid income tax certificate in original/certified true copy.

- iv. Address, Contact Person, Phone, Fax/E-mail details with residential contact for information during holidays.
- v. The list of Branch offices etc. with complete address and contact information.
- vi. Earnest Money of Rs. 10,000/- (Rupees Ten Thousand only) in the form of Bank Draft drawn on any nationalized Bank favouring Pay and Accounts Officer, Ministry of Civil Aviation, payable at New Delhi.
- vii. Complete details of resources in terms of infrastructure/manpower to be deployed for the contract.
- viii. Compliance report as per the requirements in Section IV of this Document.

**( B) Financial Bid shall consist of the following:**

- i. Bid rates duly filled, signed and complete as per the Financial Bid at Proforma-III.
- ii. The Tenderer shall be required to give item-wise rates wherever applicable.

**15. IMPORTANT NOTES**

- i) All the prices/costs to be indicated in Indian Rupees and should indicate all applicable taxes.
- iii) Submission of Tender shall not entitle the bidder for claiming any right to consideration or compensation what-so-ever, from BCAS.

16. Tender with incomplete information or not in accordance with instructions or without EMD are liable to be rejected.

17. It will be obligatory on the part of the Tenderer to tender and sign the tender documents for all the Items and that, after the order for AMC is placed, he will have to enter into an agreement for each component with the Competent Authority, Bureau of Civil Aviation Security or his representative, if considered necessary by the Competent Authority, BCAS.

18. The Competent Authority, BCAS, New Delhi India, reserves the right to reject any or all the tenders received without the assigning any reason thereof. Incomplete Tenders in any respect are liable to be rejected.

19. Special care should be taken to ensure no overwriting in the rates in figures as well as in words, and the amount in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words.

**20. In case any firm participating in this tender submits false information, the tender submitted by such firm shall be rejected and EMD submitted by the Tenderer will be forfeited.**

21. All correspondence in respect of the tender would be directly with the Tenderer and **the correspondence through agents will not be entertained.**

**For and on behalf of the  
Commissioner of Security (Civil Aviation),  
Bureau of Civil Aviation Security**

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**SECTION III**  
**TERMS & CONDITIONS OF THE TENDER**

**TENDERER'S MANDATORY QUALIFICATIONS FOR PARTICIPATING IN THE BID SYSTEM:**

1. The Tenderer along with its partner, if any, should be a reputed Company directly undertaking maintenance of Computers and its peripherals for at least past two years.
2. The Tenderer is required to submit documentary evidence in support of similar contracts executed by it.
3. The BCAS, reserves the right to carry out the capability assessment of the Tenderer/s The Commissioner of Security (CA)'s decision shall be final, in this regard.
4. In the interest of the proper execution of the project and in public interest, The Government of India, Ministry of Civil Aviation/BCAS may issue instructions from time to time which are to be complied with, by the successful bidder.
5. The successful bidder shall execute the contract as per the rules, regulations, and procedures laid down by the Bureau.
6. **PAYMENT TERMS** :The payment will be made through PAO, Ministry of Civil Aviation New Delhi on quarterly basis after completion of each quarter and issue of satisfactory certificate by the authorised representative of this Bureau.
7. **PERFORMANCE GUARANTEE** : The successful bidder should provide a bank guarantee of 10% of the total cost of the contract valid till 3 months after the expiry of validity period.
8. **VALIDITY OF RATES** : Rates quoted by the successful Bidder should be valid for the whole period of contract.

**STANDARDS OF PERFORMANCE**

9. The services provided under this Contract shall confirm to the NIC standards and when no applicable standards are mentioned, to the international standards. Such standards shall be the latest issued by the Bureau/the concerned institution governing that standard.
10. The successful bidder shall execute the services/obligations under the contract with due diligence, efficiency and economy in accordance with generally accepted norms techniques and practices used in the industry. He shall also use appropriate advanced technology and safe and effective methods.



11. **VALIDITY OF CONTRACT:** The contract once awarded to the successful bidder shall be valid for one year from the date of award of contract. If required, it may be extended upto one more year on the same rates on mutual agreement and on same terms and conditions.

12. **TERMINATION FOR DEFAULT**

The department may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the bidder, terminate the contract in whole or in part and forfeit EMD as per the conditions specified in the contract, if,

- a. The successful bidder fails to deliver any or all of the obligations within the time period (s) specified in the contract, or any extension thereof granted by the Bureau; or
- b. The successful bidder fails to perform any other obligation(s) under contract.

13. **SHORT CLOSURE/TERMINATION OF CONTRACT and forfeiture of EMD:** The Contract will be terminated/short closed without any prejudice to the rights of the Bureau to benefits arising out of it. The contract will be terminated and EMD will be forfeited if it is found that approved bidder has failed to live upto the specifications, quality and speed of work or any damage due to the contractor.

**Note:** If any damage is caused to the equipments/property of this Bureau due to services provided by the firm the same will be charged from the EMD available with the Bureau.

14. The vendor shall not have any claims what-so-ever on BCAS, in such terminations of Contract under clauses 12 & 13.

15. **TERMINATION FOR INSOLVENCY:** The department may at any time terminate the contract and forfeit the EMD by giving written notice to the bidder without compensation to the bidder, if the contractor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued, thereafter to the Bureau.

16. **NO CLAIM CERTIFICATE:** The successful bidder shall not, be entitled to make any claim, whatsoever, against the Bureau under or by virtue of or arising out of this contract, nor shall the Bureau entertain or consider any such claim after bidder shall have signed a “no claim” certificate in favour of the Bureau in such forms as shall be required by the Bureau after the works are finally accepted.

17. **LIABILITY:** In case of termination of contract the Bureau shall be free to procure the services from other sources at the ‘risk and cost’ of the contractor.

18. **CONFIDENTIALITY:** The bidder and their personnel shall not , either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or the Bureau’s operations without the prior written consent of the

Competent Authority, Bureau of Civil Aviation Security / Competent Authorities in Ministry of Civil Aviation.

19. **FORCE MAJEURE**: (i) Notwithstanding the provisions of the tender, the successful bidder shall not be liable for forfeiture of the performance security, liquidated damages or termination for default, if and to the extent that vendor has notified to BCAS within 24 hours of the event and occurrence, its delay in performance or other failure to perform its obligation under the contract is the result of that event due to Force Majeure. The decision of the BCAS taken after examination on a case-to-case basis shall be final.

(ii) For purposes of this Clause, “ Force Majeure” means an event beyond the control of the successful bidder and not involving this successful bidder’s fault or negligence and not foreseeable occurrence. Such events may include, but are not restricted to, acts of God, wars or revolutions, fires, floods, epidemics, quarantine restriction and freight embargoes.

(iii). If a Force Majeure situation arises, the successful bidder shall promptly notify the Bureau in writing of such conditions and the cause thereof. Unless otherwise directed by the Bureau in writing, the bidder shall continue to perform its obligations under the contract and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The Bureau may terminate the contract by giving a written notice of minimum 20 days to the successful bidder, if as a result of Force Majeure, the successful bidder being unable to perform a material portion of the services for a period of more than 10 (Ten) working days.

20. **ARBITRATION**: All disputes, differences, claims and demands arising under or pursuant to or touching the contract shall be referred to the sole arbitrator to be appointed by Commissioner of Security(CA), BCAS, Govt. of India. The award of the sole arbitrator shall be final and binding on both the parties under the provisions of the Indian Arbitration and Conciliation Act, 1996 or by Statutory modification re-enactment thereof, ‘in force’ at the time. Such arbitration shall be held at New Delhi.

21. In all matter and disputes arising under this contract, the appropriate courts in New Delhi alone shall have the jurisdiction to entertain and try them.

22. For the purpose of this tender, the term “Bureau” and “Department” in this document means/constitutes, the ‘Bureau of Civil Aviation Security, Ministry of Civil Aviation, Govt. of India’.

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SECTION – IV

**OVER VIEW, SCOPE OF THE REQUIREMENT OF SERVICES:**

1. **The details of the PCs and their peripherals available with BCAS is as under:-**

S. No.	EQUIPMENT TYPE	QNTY
1.	Desktop Computers	24
2.	Laptop	34
3.	Laser Printer	30
4.	Multifunctional Printer	3
5.	HP Deskjet Printer	3
5.	HP 7400C Scan Jet Scanner	1

2. The contractor has to provide following services under the comprehensive annual maintenance contract to keep the systems & peripherals in good working order.

A. **Scheduled preventive maintenance ‘once in Three Months for all systems including printers’.**

B. **Unscheduled, ‘on call’ corrective and remedial maintenance service** to set right the malfunctions of the system. This includes replacement of unserviceable parts by new parts.

C. **Operating System (OS) Support:** This contract will be comprehensive inclusive of OS support on all the systems covered under this contract. Any problem related with OS maintenance, reloading of OS with all device drivers, OS upgrade, device drivers, System configuration and network configuration will be attended by the contractor. All required device drivers will be provided by the contractor.

D) **Anti Virus Software (AVS) Support:** This contract includes the Anti virus software support on the systems covered under this contract. Any problem related with system virus will be attended by the contractor.

E System maintenance charges shall not include the cost of consumables and supply items such as ribbons, media like magnetic tapes, cartridges, printer bands, floppy diskettes, print heads, computer stationery & CDs. Laser Printer maintenance charges include all parts including Fuser assemblies. However it should not include toner cartridge.

F. BCAS personnel will be responsible for operating the systems, printers and terminals, During the period of contract, BCAS will restrict to operational activities only and will not repair/maintain any equipment.

G. The equipment will be handed over back to BCAS after the AMC period in totally working condition.

H. The firm shall ensure that one service engineer shall visit the Bureau thrice a week apart from visit on call and sign the call register for pending calls maintained in the Bureau.

3. The Firm shall execute the contract directly and they shall not be permitted to give any sub-contract for part or whole of the work.

4. The firm shall be responsible for any loss, damage or liability to the property of this office due to lapse of their employees. The damages, if any, will be recovered from the dues payable to the firm.

**Note:** IN CASE OF DISPUTE ON THE QUALITY OF SERVICES AND OTHER WORKS, THE DECISION OF THE COS(CA) BCAS SHALL BE FINAL & BINDING ON THE CONTRACTOR.

## Letter proposing the Quotation

### Proforma – I

To,

The Commissioner of Security (Civil Aviation),  
Bureau of Civil Aviation Security,  
III rd Floor, “A” Wing,  
Janpath Bhawan, Janpath, New Delhi

Subject: Comprehensive annual Maintenance of PCs and their peripherals at **BCAS (HQ), Janpath Bhawan, Janpath, New Delhi.**

Dear Sir,

We, the undersigned Tenderer, having read and examined in detail the complete bid document in respect of the above subject, do hereby propose to quote for comprehensive annual maintenance of PCs with their peripherals at BCAS(HQ), Janpath Bhawan, New Delhi.

1. **PRICE AND VALIDITY**

1.1 All the rates quotes in our proposal are in accordance with the terms as specified in bid document.

1.2 We do hereby confirm that our bid prices include all taxes including service tax etc.

1.3 We have studied the clauses relating to Indian Income Tax and hereby declare that if any Income Tax, Surcharge on Income Tax and any other Corporate Tax altered under the law, we shall pay the same.

2. **EARNEST MONEY**

We have enclosed the earnest money in the form of Bank Draft amounting to Rs.10,000.00 (Rupees Ten Thousand only) as per the requirements specified in this tender document.

3. We declare that all the services shall be performed strictly in accordance with the standard/specifications and other tender conditions.

4. **QUALIFYING DATA**

We confirm having submitted the qualifying data as required by you in your tender document. In case you require any further information/documentary proof in this regard before evaluation of our bid, we agree to furnish the same in time, to your satisfaction.

5. We hereby declare that our proposal is made in good faith, without collusion or fraud and the information contained in the proposal is true and correct to the best of our knowledge and belief.
6. We understand that any information found to be inaccurate, suppressed or mis-represented at any time hereafter, shall make us liable to explain, undergo any legal, preventive action and shall debar us from consideration for short closing etc./termination of the contract by BCAS.
7. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alternation and replacement.
8. We understand that you are not bound to accept the lowest or any bid you may receive.

Thanking you,

Yours faithfully,

(Signature)

Date:

Name:

Place:

Designation:

Business Address:

Seal:



**PROFORMA-III**

**FINANCIAL BID**

1. The Financial Bid should be presented corresponding to the details in Section IV.
2. Please refer to relevant Clauses in Section II which must be complied with.
3. Discounts offered should be clearly and separately indicated.
4. The prices must be stated separately for each item in the Financial Bid.

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## UNDERTAKING

As of this date the information furnished in all parts of this form is accurate and true to the best of my knowledge. We understand and accept that any discrepancy, mis-representation of facts super session of any relevant information is detected at any stage, time hereafter, shall disqualify us forth with and we shall have no claim what-so ever on BCAS.

WITNESS:

Signature

Name

Designation

Address

Company

Date

Company seal

(With name & designation of the person signing the tender)

Proforma-IV

NOTES FOR GUIDANCE OF TENDERERS FOR FILLING THE SCHEDULE OF QUANTITIES

- A) The prices quoted should be firm and net per unit shown in the schedule of quantities.
- B) Tender should be strictly on the basis of unit specified in the Section IV on Overview, scope of the requirement of Service. While quoting rates per unit specified in the schedule of quantities and while quoting rate per unit against each item, Tenderers are required to give total cost as well.
- C) The prices **must be stated separately for each item in the Financial Bid:**
- D) The prices quoted by the Tenderer shall be inclusive of all the taxes and duties. The Tenderer should also given break-up of taxes and duties such as surcharge, service tax, works contract tax, etc. leviable as per Government of India Acts/Rules & Regulation.

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## Model Contract

### MAINTENANCE OF COMPUTER BETWEEN BCAS AND M/s. FORMAINTEANCE OF COMPUTER SYSTEMS AN PERIPHERALS

#### PREAMBLE:

This contract is made on 14 of July 2006 between the President of India represented by Commissioner of Security Civil aviation, Ministry of Civil Aviation, Government of India, Bureau of Civil Aviation Security, herein after referred to as 'BCAS' (Which expression shall unless excluded by or repugnant to the context be deemed to include his successor in office or assign) of the one party and M/s. .... herein after referred to as .....(Which expression shall unless excluded by or repugnant to the context be deemed to include his successor in office or assign) as the other party.

#### **CONTRACT:**

M/s. ....agrees to maintain systems and peripherals as listed in Annexure-A in accordance with the provisions laid down in this contract, at yearly charges as given in this contract.

#### **CONTRACT PERIOD:**

For the equipment under maintenance with M/s. , the AMC will be valid for the period .2011 to 2012.

#### **SCOPE AND SERVICES:**

M/S..... agrees to provide the following services under the contract to keep the systems & peripherals in good working order.

- A) **Scheduled preventive maintenance 'once in Three Months for all systems including printers'**. Preventive Maintenance can be clubbed with corrective maintenance. M/S..... would submit these calls sheets/PM reports to the designated Technical Adviser of BCAS. In case M/S..... fails to submit PM reports, penalty clause will apply for systems and printers.
- B) **Unscheduled, 'on call' corrective and remedial maintenance service** to set right the malfunctions of the system. This includes replacement of unserviceable parts by new parts. Whether a defective item or components is to be replaced or repaired, it shall be at the sole discretion of M/s.....'. In the case of a part, the defective part removed from the system will become the property of M/S..... after its replacement by new part and removal shall be done after counter signature of the designated Technical Officer, BCAS.
- C) **Operating System (OS) Support:** This contract is comprehensive inclusive of OS support on all the systems covered under this contract. Any problem related with OS maintenance, reloading of OS with all device drivers, OS upgrade, device drivers, System configuration and network configuration will be attended by M/s..... All required device drivers will be provided by M/s.....
- D) **Anti Virus Software (AVS) Support:** This contract includes the Anti virus software support on the systems covered under this contract as well as the warranty PCs. Anti virus software will be provided by BCAS.

#### **TERMS:**

A. The contract may be renewed for further periods of one year with same terms and conditions, provided BCAS is satisfied with the service of M/s..... Either party can terminate the contract at any time by giving three months notice in writing, after clearing all claims arising out of obligations under this contract.

B. System maintenance charges shall not include the cost of consumables and supply items such as ribbons, media like magnetic tapes, cartridges, printer bands, floppy diskettes, print heads, computer stationery & CDs. Laser Printer maintenance charges include all parts including Fuser assemblies. However it does not include toner cartridge.

C. The new upgrade items (Memory, HDD, MM Kit etc.) purchased from M/S..... or any other vendor and upgraded into the existing AMC system, will be included in AMC with M/S..... as soon as warranty expires or after the expiry of the common date of warranty of upgraded items, if the items are purchased in lots over a period. This will be done through Addendum signed by BCAS and M/S.....

D. For down time calculation the day on which the call is closed will not be taken as part of downtimes. Also If the User is not able to hand over the system to M/S..... engineer for maintenance purpose, such time will not be considered for the down time penalty.

E. In case of intermittent failures and repetitive problems due to improper diagnosis or repair, the system will be treated as continuously down, attracting the provision under 'Penalty Clause'.

F. This contract extends only to problems arising out of normal functioning of equipment and the contract does not cover break down or services or spares cost, arising out of damages caused due to fire, theft, riots, accidents, earthquakes, storm and other natural calamities as covered under standard Legal definition of Force Majeure conditions.

G. At each location BCAS will keep record of machine failure including the nature of failure, date and time of booking the complaint (at mutually agreed location), when the machine was repaired/ brought to working condition and the total down time. M/S..... service engineer and BCAS representative will singe this record. This will be done through the complaints MIS or Complaints Register.

H. BCAS personnel will be responsible for operating the systems, printers and terminals, During the period of contract, BCAS will restrict to operational activities only and will not repair/maintain any equipment.

I. The equipment will be handed over back to BCAS after the AMC period in totally working condition.

J. Any new hardware will be brought under maintenance through a written intimation or the Addendum. The new hardware will be inspected by M/S..... and its maintenance will be taken up after acceptance of the same. In case, BCAS decides to withdraw any equipment from contract during the AMC period, the same would be taken out of this contract with written information to M/S..... by authorized representative of COS(CA), BCAS.

K. To monitor the maintenance activity and to discuss other related matters, a weekly meeting between BCAS and M/S..... will be held at BCAS HQs, New Delhi.

L. Any damage to the system when the systems get burnt due to site problem under 'Force Majeure' clause or due to circumstances beyond the control of either party would not be covered under this contract and it will be discussed mutually on case-to-case basis.

M. Levies, Taxes if any introduced by Government will be extra and has not been included in the current AMC charges.

**Service Assurance:**

1. DOWN TIME: Maximum acceptable down time will be 24 hrs excluding gazetted holidays.
2. In case of equipment/component being taken out of premises of BCAS for repair/replacement, back-up equipment/component shall be provided by M/S....., during the period of repair/replacement, without any additional cost to BCAS. In case of Printer repair/replacement, a back-up

Desk Jet printer will be provided within 24 hrs. Failing in any of these provisions penalty clause will be automatically invoked by BCAS.

3. M/S..... will provide on-site maintenance in all cases wherever, any equipment/components/ peripherals is to be taken away at the workshop of M/S....., it shall be done only after (i) a written permission of BCAS and (ii) providing a replacement/standby till the original equipment/component/peripherals.

**PENALTY:**

**1. DOWNTIME PENALTY :**

Penalty for completing the calls after the Down Time as indicated in Service Assurance will be as follows:

(For downtime penalty all systems have been categorized as having Critical & Non critical components. In all these systems Floppy Disk Drive constitute as Non Critical Components. For any down time of this non-critical component Penalty will be Rs 75/- per working day)

- a) Rs 100/- Per working day- for Client system/laptop.
- b) Rs 150/- per working day- for inkjet Printer
- c) Rs 15/- per working day-for MOUSE
- d) Rs. 75/- per working day- for Terminal/Part
- e) Rs 150/- per working day- for Laser Printer.

**Note :**

1. Maximum Penalty per day will be limited equal to penalty of system/printer (whichever is more). LTS attached in a Network system is a separate device, if down simultaneously, penalty will be charged separately.
2. PREVENTIVE MAINTENANCE (PM) Penalty: Penalty on failure of scheduled PM will be Rs. 175/- per PM per Client system including laser printers/Printers, and Rs. 425 per PM per system.
3. System Penalty: For OS & AVS support- System penalty will be charged in full only when system is fully not working. If any command line or file is not working in a system, no penalty will be charged at the reasonable level and at the exclusive discretion of BCAS, depending on the extent of disruption in working.
4. Whenever the system and printers cannot be repaired on site within the specified limits, the vendor shall provide an alternate equipment of matching specification, which will be replaced within the period of maximum 30 days with the equipment of same make/ model as the original one. But in case of computer system, the original CPU will be restored. Failing to this replacement, penalty clause will apply.

**AMC CHARGES :**

S. No.	EQUIPMENT TYPE	QNTY	Unit Rate	AMC Amount
1.	Desktop Computers	24		
2.	Laptop	34		
3.	Laser Printer	30		
4.	Multifunctional Printer	3		
5.	HP Deskjet Printer	3		
5.	HP 7400C Scan Jet Scanner	1		

**PAYMENT TERMS:**

The implementation of AMC is decentralized. The payment will be released quarterly in the equally divided quarterly installments. For the purpose of contract quarters synchronise with the calendar quarter thereby making payment due on 1<sup>st</sup> July, 1<sup>st</sup> October, 1<sup>st</sup> January & 1<sup>st</sup> April. M/S..... will submit quarterly bill along with the downtime statement within one week of completion of the quarter. BCAS will reconcile this and release the payment within 3 weeks of completion of the quarter at respective location after reconciling the penalty for all equipment under AMC with M/S..... However if due to any reasons, BCAS is unable to reconcile the penalty amount. 50% of the total quarterly amount due or amount equal to last quarter payment, whichever is less, will be released. The balance 50% or remaining amount of the quarterly payment will be released after reconciling the penalty amount. Penalty of delayed report can be adjusted in the next quarter bill. In case penalty exceeds AMC amount the excess amount may be adjusted in the amount due in next quarter bill.

M/S..... desires to collect all cheques in person.

**CALL REGISTRATION AND COMPLETION:**

1. All the maintenance calls will be generally logged using the complaint management information system (CMIS). Also they may be registered with the nearest M/S..... office. M/S..... will acknowledge each call with a unique Call no. which is to be used for reference in future.
2. All the breakdown calls will be logged alternatively, at our direct call center Ph. , or on Email ID- Completion of call will be certified by respective user of down machine of BCAS, and entered into the service Register along with the complain register number/date maintained by the BCAS.
3. M/S..... will prepare the call service slips in triplicate; these will be signed by BCAS user & M/S..... One copy will be given to the C&G Section of BCAS and one copy will be submitted to the concerned controlling officer. Third copy will be retained by M/S..... No other documents will be used to workout downtime for penalty calculation.

**FORCE MAJEURE:**

In the event of being prevented from delivering the supplies and services on the Appendix delivery date due to acts of God, acts of war, blockades, embargoes, epidemics, revolutions, strikes, lockouts, floods, fires, major accidents resulting in damage of supplies or other similar events of the same nature or reasons beyond your control such delays shall constitute excusable delays provided:

- (a) Notices are given to the Commissioner of Security (Civil Aviation) within 30 (thirty) days of the occurrence and cessation of such event.
- (b) If it can be established by you with documentary evidence to the satisfaction of the Commissioner of Security (Civil Aviation), BUREAU OF CIVIL AVIATION SECURITY that the above events: -
  - (i) Have delayed performance of the work.
  - (ii) Were beyond your reasonable control, then the time for the delivery shall be extended by a period not more that duration of such events.

In case of occurrence of any delays in supply/installation of hardware continuing beyond 30 (thirty) days, the parties shall without delay meet to consult each other and try to find an appropriate remedy to the situation, failing which the Commissioner of Security (Civil Aviation), BUREAU OF CIVIL AVIATION SECURITY shall have the right to terminate the contract wholly or in parts, by a written notice to you. In the event of such termination, you shall forthwith refund to the Commissioner of Security (Civil Aviation), BUREAU OF CIVIL AVIATION SECURITY the entire amount received by you with respect to that part of the contract so terminated with the interest thereon at the rate of 18% per annum.

**GENERAL PROVISIONS:**

This agreement shall supersede all previous communications, both oral and written and the provisions herein contained shall not be omitted, added to or amended in any manner except in writing and signed by both parties hereof.

**ARBITRATION CLAUSE:**

All disputes, differences, claims and demands arising under or pursuant to or touching the contract shall be referred to the sole arbitrator to be appointed by Commissioner of Security (CA), BCAS Govt. of India. The award of the sole arbitrator shall be final and binding on both the parties under the provision of Indian Arbitration and Conciliation Act, 1996 or by statutory modification reenactment thereof for the time being in force. Such arbitration shall be held at New Delhi.

FOR AND ON BEHALF OF THE  
BUREAU OF CIVIL AVIATION SECURITY

FOR AND ON BEHALF OF THE  
M/S..... INDIA PVT.LTD.

SIGNATURE  
NAME  
DESIGNATION

SIGNATURE  
NAME  
DESIGNATION

DATE

DATE

IN THE PRESENCE OF  
SIGNATURE

IN THE PRESENCE OF  
SIGNATURE

NAME

NAME

