



കേന്ദ്രീയ വിദ്യാലയം, എ.എഫ്.എസ് ആക്കുലം തിരുവനന്തപുരം-29

केन्द्रीय विद्यालय ए. एफ. एस. आक्कुलम त्रीवेन्द्रम-29

KENDRIYA VIDYALAYA AFS AKKULAM TRIVANDRUM-29

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CBSE Affl.No:900025, School Code.07287

F. 31-89/KV AFS TVM/2017-18/

Date: 21/10/2017

To

Sub : "Invitation for sealed Quotations for Annual maintenance Contract (AMC) for various brands of Computers, Printers, UPS, Scanners and External CD-writers installed in KVAFS Akkulam - 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.

2. You are invited to submit your most competitive quotation for Annual Maintenance Contract (AMC) for various brands of Computers, Printers, UPS, Scanners and External CD-writers installed in....., as per Schedule 1 of the Model Maintenance Agreement attached with this letter.

3. Bid Price:

- The AMC shall be for various brands of Computers, Printers, UPS, Scanners and External CD-writers installed in KVS, 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

4. Validity of quotations:

The quotation shall remain valid for a period not less than 1 year after the deadline specified (14/11/2017) for submission of quotations.

5. Evaluation of quotations:

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

- properly signed, and
- conform 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.

6. 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;

- (a) The bidder whose bid is accepted will be notified of the award of the contract by the Office prior to expiry of the quotation validity period;
- (b) 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.
- (c) Payment from the Vidyalaya will be done in four installments at an average of three months directly to the bank account.

7. You are advised to visit the office to see the hardware on or before 14/11/2017 between 11 AM to 1 PM

8. Last date and time of receipt of quotations:

You are requested to submit the sealed quotations in the Tender Box super scribed on the envelope as "**Quotations for Annual Maintenance Contract (AMC) for various brands of Computers, Printers, UPS and AC**", due on latest by 2PM 14/11/2017 .The quotations will be opened at 2:30 PM on the same day.

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

Signature

Name:

Designation:

**For and on behalf of the
Kendriya Vidyalaya Sangathan**

FORMAT OF QUOTATION

s. No.	Description of equipment	Machine SI. No.#	Unit Rate (Rs.) in Figures	Unit Rate (Rs.) in words	Taxes if any	Total amount without tax	Total Amount with taxes
1.	HCL Computer Infinite 2000 BL 1070 P4 @ 2GHZ/ 128						
2.	HP-Compaq Pro-6305						
3.	Image runner 2202						
4.	Lexmark MX 410-d						
5.	UPS 5KVA						
6.	UPS 3KVA						
7.	CCTV system and Cameras together						
8.	Air Conditioner 1.5 T Pioneer make						
9.	Air Conditioner 1.5 T Career make						

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)

Name :

Signature :

Date :

Encl: Registration documents

Bid Security

Profile of Business.

MODEL MAINTENANCE AGREEMENT

This Maintenance Agreement is made at Trivandrum on _____ of 2017 (Two Thousand Seventeen) for the period of one year from _____ to _____ between he(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 party and M/sVendor 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.

Whereas has the Computer Equipment and Peripherals shown in this Agreement hereof and is now desirous of availing the 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 as follows:

1.0 SCHEDULES TO THE AGREEMENT:

The following schedules form 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 of 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 comprehensive maintenance of the Computers and Peripherals and UPS of..... as mentioned in Schedule - I to the full extent and satisfaction of the first party for the whole year, i.e., fromto.....

2.2 The comprehensive maintenance includes preventive maintenance, quarterly regular services of the Computers and Peripherals and UPS and/or replacement of any items necessary for keeping the Desktops. Printers and UPS of , active and free from any 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. The replacement of all the spares (excluding printer heads. UPS batteries, printer ribbon and toner cartridges) is included under the Maintenance Contract. The replacement of defective spares with Original spares or spares of equivalent specification will be done by the second party, without any extra charge of any kind.

2.3 The comprehensive maintenance shall be carried out primarily at the premises of the KV AFS Akkulam during office hours. In case, the second party feels that the equipment cannot be repaired on-site, they will carry the defective equipment with the consent of officials 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-mail: 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 all the officers and staff of KVS 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, the second party will provide a stand by system. In case the system is not repaired or an alternative system not supplied within the period of 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 the subsequent payments or else from the Bank Guarantee if all the payments have been release.
- 2.8 The Second party, will ensure 95% uptime for Desktops and other items of equipment's failing which liquidated damages of Rs.500/-per day per item subject to maximum of 2 percent of contract value will 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 2% 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 half yearly 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 deposited 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 the **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 for 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 Second Party
For and on behalf of,
the Kendriya Vidyalaya Sangathan

For and on behalf of M/S-----

Name:
Designation:

(Rubber Seal)
In presence of

Witness - I
Name:
Address:

Witness - II
Name:
Address:

Name:
Designation:

(Rubber Seal)
In presence of

Witness - I
Name:
Address:

Witness - II
Name:
Address:

Schedule I: details of Computer peripheral andas on.....

Sl.No.	Item and its description	Sl. No. of the equipment	Complete configuration/ specification	Quantity	Working	Non working

Signature of First Party

Signature of Second party

Rubber Seal

Rubber Seal

MODEL BANK GUARANTEE FORMAT FOR FURNISHING EMD

Whereas
(hereinafter called the "tenderer")

has submitted their offer dated.....
for the supply of.....

(hereinafter called the "tender")

against the purchaser's tender enquiry No.

KNOW ALL MEN by these presents that WE

of.....having our registered office at
..... are bound unto.....

(hereinafter called the "Purchaser)

in the sum of

for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this day of 20.....

THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:
 - a) If the tenderer fails to furnish the Performance Security for the due performance of the contract.
 - b) Fails or refuses to accept/execute the contract.

WE undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the authorized officer of the Bank)

.....
.....

Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch

Schedule I: details of Computer peripheral andas on.....

Sl.No.	Item and its description	Sl. No. of the equipment	Complete configuration/ specification	Quantity	Working	Non working

Signature of First Party

Signature of Second party

Rubber Seal

Rubber Seal

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To
The

WHEREAS.....
(name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no dated to supply (description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) 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 supplier 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 thereunder or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the day of....., 20.....

.....
(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch

Date: