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**PUBLIC SERVICE COMMISSION  
WEST BENGAL**  
161A, S. P. MUKHERJEE ROAD  
KOLKATA – 700 026

**Tender No. 03/2022(Estt.)/PSC**

**Date: 28.04.2022**

## **NOTICE INVITING TENDER**

“Tender for Comprehensive biannual Maintenance Contract of Computer Hardware, Printers, Projector and Network Peripherals” are hereby invited from reputed agencies having adequate experience in similar field of working in Govt./PSU /Academic Bodies. Tenders will be received in the tender box no.2 kept in the corridor, 8th floor, 161-A, S.P. Mukherjee Road, Kolkata – 700026 **up to 13-30 hours on 20.05.2022** and the same will be opened at 15-00 hours on the same day. Details can be downloaded from the website of Public Service Commission, West Bengal (PSCWB) i.e., <https://wbpsc.gov.in>.

## **COMMERCIAL TERMS & CONDITIONS**

### **A. Scope of Work:**

The bidder who is awarded the work shall be responsible for –

1. **Comprehensive** Hardware maintenance which includes routine corrective, preventive maintenance and repair/replacement of all the parts/items of Computers, Server, Printers, Scanners, Projector, Switches, Routers, U.P.S., LANs etc., in totality. Maintenance includes replacement of each and every malfunctioning part of Computer, Printers, Projector, Switches, LAN and related items listed at PART B like Processor, Hard Disk, RAM, CD/DVD Reader/Writer, Mother Board, Monitor, Keyboard, Mouse, Power Supply, System Fan, Cabinets, Printer Heads, Fuser assembly, roller drums, data cables, LAN cables, LAN ports, scanning unit, switches, display card etc. and all the plastic parts except INK CARTRIDGES are under this biannual Maintenance Contract by the Contractor. The health check up of the UPS has to be done by the vendor (if reported). If the battery of the UPS is required to be replaced, the same has to be done by the contractor at no extra cost.
2. The maintenance of software installed. The software maintenance includes operationalizing, loading/reformatting of software / discs with software like Windows 7, Windows 10, Windows 11 etc, Linux, Microsoft Office, software, Browsers like Internet Explorer, Chrome, Mozilla etc. and Mailing Software like Outlook Express, Anti- virus software, Data retrieval and

installation/removal of any other software purchased by PSCWB from time to time. It also includes removal of virus and re-installation of software, if corrupted. Support for users and troubleshooting of commercial software (Licensed) packages mentioned above. **Necessary support will have to be given as on emergency basis, if any problem of hardware/software arises to the computers and printers which are still under warranty period.**

3. **One service engineer will have to be deployed in the o/o Public Service Commission, West Bengal, during office hours i.e.10:15 a.m. to 5:15 p.m. on all the working days (Monday to Friday) as well as on the days of examination / interviews by the Vendors. He will be responsible for looking after the maintenance of computers and Computer Hardware, Printers, Scanners, Projector and Network Peripherals etc.**

If the existing resource takes leaves, replacement has to be arranged by the organization.

4. Receiving of all complaints with respect to Computer Hardware, Scanners, Printers, Projector and Network Peripherals like Routers ,Switches, LAN etc. installed at PSCWB or provide any other related service as may be instructed by PSCWB, issue call numbers and monitor the rectification of lodged complaints so that the complaints lodged are attended within stipulated time.
5. Integration and testing of complete system shall be done as and when required. The person deployed should be capable and fully aware of application software, commands, installation and re-installation of devices, virus removal and integrity maintenance and any other associated work, etc. to make the system/ equipment/ network functional.
6. Biannual Maintenance Contract shall cover Labour charges, required spares, breakage, burnt and consumables except CDs, Tapes and Ribbons/ Cartridges/ Toners/ Fuser and Imaging Units for LaserJet Printers & Stationery.
7. Hardware if it is non-repairable then need to be replaced with same make. In case it is not possible, the same must be of better or equivalent quality. In the service report, the details regarding the part number and serial number (if any) must be brought out clearly.
8. After repairing the device, the same should be made ready for use along with installation of the applications, connecting to LAN, updating Antivirus etc.
9. Preventive Maintenance for the whole computer system shall be done on monthly basis which shall include external/ internal cleaning of the system, running the diagnostics / utilities to determine the existing or likelihood faults and their removal. Detailed test to be carried during Preventive Maintenance shall be worked out between the PSCWB and Vendor.
10. System/ Equipment/ Network uptime shall be minimum 99% in a year.

**B. Eligibility Criteria:**

1. The bidder must have an ISO 9001:2008 or above certification.
2. Experience of having successfully completed at least 2 similar services (Maintenance of Computer and Hardware peripherals) in Govt./PSU/Universities/Academic Bodies/Reputed private or semi-private organisations.  
Bidder should provide necessary supporting documents such as copy of Work Order/copy of Invoice/Challan as proof in respect of the above.
3. The bidder must be a proprietorship/partnership/Pvt. Ltd. /Limited organization.
4. The bidder's average annual turnover should not be less than INR 10 Lakhs in last three financial years, 2018-2019, 2019-20, 2020-21 (if available). Bidder should submit the Annual Report (Balance Sheet and Profit & Loss Account) for last three years.
5. The bidder has not been blacklisted by any Govt. Department/PSU/ Universities/ Academic Bodies or any other firm for unethical conduct or fraudulent practices during its tenure of operation (self declaration to be attached).
6. The bidder should have valid Permanent Account Number, Trade License and service tax registration number as applicable.
7. The Bidder should have its own Local Establishment/Support Office/Repair/Service Centre in Kolkata postal jurisdiction.

Bidder should provide necessary supporting documents as proof in respect of all the above items as part of eligibility verification.

**C. Period of Validity of Contract:**

The contract shall remain valid for a minimum period of 2(two) years, which may be extended for further period subject to the decision of the commission. The price offers shall remain firm within the currency of contract and no escalation of price will be allowed. The quoted offer and / or rate must be valid for a minimum period of 730 days from the date of placing the work order. The tender inviting authority reserves the right for seeking extension of validity of offered rates from the successful bidder. Acceptance of such request during actual offer is however optional to the bidder. The price validity will remain unaltered irrespective of any reason including foreign exchange rate variation.

Variation in statutory rate levied by Government will however be reflected for both reduction and escalation.

**D. Period of Validity of Offer:**

The quoted price will be valid for a minimum period of 180 days from the date of opening the tenders. Offer once submitted cannot be withdrawn till the finalization of tender. In case offer is withdrawn, EMD submitted shall be forfeited.

In exceptional circumstances PSCWB may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing.

**E. Right to accept or reject any proposals:**

1. PSCWB reserves the right to annul the Tender process, or to accept or reject any or all the proposals 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.

2. PSCWB reserves the right to reject or accept any tender or part thereof at any stage or to split any order without assigning any reason. Withdrawal of tender or any revision after submission of tender by the Bidder will not be allowed.

#### **F. Earnest Money Deposit & Security Deposit:**

This bid should be accompanied by an Earnest Money Deposit of INR20,000/- (Rupees twenty Thousand) only to be deposited at **RBI, Kolkata** by T.R.- 7 form in favor of "Accounts Officer, Public Service Commission, West Bengal" under the head of account "8443-Civil deposit-00-103-Security Deposit-001-Earnest Money-07-Deposit" (Code "8443-00-103-001-07") and the original Challan must accompany the tender. The offer without EMD shall be considered as unresponsive and would be rejected.

Earnest money will be refunded to the unsuccessful bidders after receiving application from them on completion of tender process. In case of successful bidders earnest money will be refunded after completion of the period of AMC.

Earnest money of the bidder is liable to be forfeited in case of any false submission/statement. In case of any refusal to abide by terms and conditions or refusal to enter into a written agreement as per prefixed terms and conditions authority is at liberty to forfeit earnest money and take lawful actions.

#### **G. Exemption under NSIC/MSME:**

Micro, Medium and Small Enterprises registered with the NSIC/MSME are exempted from submission of EMD Deposit on production of requisite proof in the form of valid certification from NSIC/MSME for the tendered services.

#### **H. Submission of Bids:**

1. Bid should be submitted in 2 separate envelopes super scribing '**Techno-Commercial Offer (PART-A)**' and '**Price Offer (PART-B)**' put together in another envelope super scribing the tender notice no. and should be addressed to the Secretary, Public Service Commission, West Bengal.
2. Last date of submission of bid is **20.05.2022 till 1:30 PM**. Bid will be opened on the same day at 3:00 PM.

#### **I. Essential documents to be submitted with the Techno-Commercial Offer (PART-A):**

1. Filled-in Techno-Commercial Offer (PART-A)
2. Copy of PAN card
3. Service Tax Registration Copy

4. Annual Turnover Certificate (Annual Report)
5. Copy of Trade License
6. ISO certification copy
7. Credential of similar nature of work
8. Income Tax returns of last 3 (three) years.
9. EMD challan/NSIC/MSME registration proof
10. Other documents mentioned above in the 'Eligibility Criteria' section

**J. Opening of Techno-Commercial Offer (PART-A):**

1. The Commission shall open the Techno-commercial offer (Part-A) in the presence of authorized bidder's representatives who choose to attend at date and time specified in the NIT. The bidder's representative who is present shall sign the Attendance Register.
2. A maximum of one representative for any bidder shall be permitted and authorized to attend the bid opening.
3. The date fixed for opening of bids, if subsequently declared as holiday by the PSCWB, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

**K. Opening of Price Offer (PART-B):**

Price offer of only those bidders will be opened whose Techno-commercial offers are found to be qualified and acceptable to PSCWB. Bidder's representative may attend the Price offer opening.

**L. Evaluation Criteria:**

Evaluation of Price Offer shall be done as a package i.e. total value of all the items shall be taken as the criteria for evaluation. Bidders quoting partly shall not be considered.

**M. Payment Terms:**

The AMC charges will be paid at the end of every **4 months** on submission of pro-rated bill (**33.33% of the total amount**) supported with document mentioned in General Terms & Conditions (Preventive Maintenance Reports, Copies of Call Reports and details of Complaints booked). Payment shall be released on certification of IT cell, PSCWB.

**N. Performance:**

PSCWB shall assess the vendor's overall performance with respect to quality and adherence to time schedule of work done at regular interval and take a decision regarding assigning further work to it. In case the performance of the agency is found to be unsatisfactory, PSCWB may terminate the contract with the vendor.

**O. Termination of contract:**

PSCWB may, without prejudice to any other remedy under this Contract and applicable law, reserves the right to terminate for breach of contract by providing a written notice of 30 days and terminate the contract either in whole or in part without assigning any reason.

**P. Subletting of contract:**

The vendor shall not assign and/or sub-let contract or any part thereof or any benefit or interest therein or there-under without the prior written consent of PSCWB, and such consent shall not relieve the vendor from any liability or obligation under the contract and it shall be fully responsible for the acts/defaults and neglects of the vendor.

**Q. Force Majeure Condition:**

If the execution of the contract/supply order is delayed beyond the period stipulated in the supply order as result of outbreak of hostilities, declaration of an embargo or blockade of road, fire, flood or any such act of nature, then commission may allow such additional time by extending the project execution timeframe as considered to be justified by the circumstances of the case and its decision will be final. If additional time is granted by the commission, the supply order shall be read and understood as if it had contained from its inception the execution date as extended.

**R. Inspection clause:**

PSCWB has the right to inspect the systems during the execution of biannual Maintenance Contract to ensure proper upkeep of the systems and performance of biannual maintenance contract. The vendor shall provide substitute equipment in case of any fault in system etc. if same is to be taken out for repair.

**S. Other Conditions:**

- i. Offer received through fax or through open letter shall be ignored.
- ii. PSCWB reserves the right to cancel the tender without assigning any reasons.
- iii. The successful bidder has to sign a biannual Maintenance Contract Agreement with PSCWB.

**T. Governing Laws:**

This Tender Document and the contract shall be governed by and interpreted in accordance with Laws in force in India. The courts at Kolkata shall have exclusive jurisdiction in all matters arising under the contract.

**U. Penalty Clause:**

1. In case of supply of the sub- standard items / services, any such items determined by the appropriate authority will not be accepted and the payment for such items will not be made to the supplier.
2. Financial Penalties will be applied for deficiencies in services / supplies during the period of the tender and its subsequent extensions for delay in the supply of items / services.
3. In case of repetitive deficiencies in services, Security deposit of the vendor is liable to be forfeited.

## **V. Disputes and Arbitrations:**

In case of any dispute or differences, breach and violation relating to the terms of this agreement, the said dispute or difference shall be referred to the sole arbitration of the Chairman, Public Service Commission, West Bengal or any other person appointed by him. The award of the arbitrator shall be final and binding on both the parties.

In the event of such arbitrator to whom the matter is originally referred to vacates his office on resignation or otherwise or refuses to do works or neglecting his work or being unable to act as arbitrator for any reason whatsoever, the Chairman shall appoint another person to act as arbitrator in the place of outgoing arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by the predecessor. The Contractor will have no objection in any such appointment that arbitrator so appointed is employee of PSCWB. The adjudication of such arbitrator shall be governed by the provision of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof or any rules made thereof.

The arbitration shall be held in Kolkata only.

## **General Terms and Conditions for biannual Maintenance Contract**

1. The vendor shall provide the details regarding the name, telephone number, email ID, and FAX number etc. of contact persons who shall register the complaints along with the contact details of the service engineer. The list of holidays for the vendor shall be provided by the P.S.C., W.B. The contact details during holidays & non-working hours shall be provided to meet PSCWB's emergency requirements. The complain number shall be provided when the fault is reported and the record of the same shall be maintained in a well-defined manner by the vendor indicating the time taken to close the complaint.
2. The Maintenance includes Routine, Preventive & Corrective maintenance of the system and its peripherals as specified in the Part-B. The biannual Maintenance Contract shall cover **the charges of deployment of Service Engineer and** labour charges, required spares, wear & tear of components, burnt components, breakage and consumables except CDs, Tapes, Ribbons/ Cartridges/Toners, Image Transfer Kit/ Image Fuser Kit and Stationery.
3. The Maintenance also includes the Software Installation, un-installation, Virus Removal and Integrity Maintenance to make the systems/ equipments/ network functional. It also includes making the systems/ equipments functional in the existing network. The software shall be provided by PSCWB. Any Hardware or Device Driver required for the above shall be provided by the vendor.
4. The Preventive Maintenance shall be done on Monthly basis. This includes external/ internal cleaning of the systems/ equipments, running the diagnostics/ utilities to determine the existing or likelihood faults and removing the faults. The details of the tests that would be conducted by the vendor during preventive

maintenance shall be provided. The vendor engineer/ representative shall obtain signature from the user that the preventive maintenance has been done.

5. The system/equipments/network service level and uptime requirements are as defined below:

#### **A. Severity Levels**

The various service levels are defined as follows:

##### ***a) Severity Level 1***

Router/Switch/ Hub/ LAN : Any switch/router / hub/ LAN is non-functional

##### ***b) Severity Level 2***

Router Switch/ Hub/ LAN : More than six ports are non-functional

PCs/ Kiosk : Non-operational

Printer/ Projector : Non-operational

##### ***c) Severity Level 3***

PCs/ Kiosk : Any other problem but functional

Scanner/Printer/ Projector : Any other problem but functional

#### **B. Time to attend / resolve the problem**

S. No.	Severity Level	Time to attend the problem	Time to resolve the problem
1	<i>Severity Level 1</i>	2 hours	4 hours
2	<i>Severity Level 2</i>	2 hours	4 hours
3	<i>Severity Level 3</i>	3 hours	5 hours

#### **C. Uptime Requirement**

Uptime shall be calculated on Quarterly basis. Min uptime for Router and LAN/switches shall be 99%. For every 0.5% fall in uptime, a penalty of 20% of quarterly biannual Maintenance Contract charge of that equipment shall be imposed on the vendor subject to a max of quarterly biannual Maintenance Contract charge for that equipment.

6. PSCWB reserves the right of getting the systems/ equipments attended by any other agency, if the complaints are not rectified to the satisfaction of PSCWB within 72 hours from the time of fault report. The cost of such repairs etc. shall be at the risk and cost of the vendor.

7. In case the fault cannot be rectified at the premises and the system/equipment needs to be taken out of the premises, the vendor shall provide a standby system/ equipment of similar/equivalent configuration till the original system / equipment are replaced after rectification.



8. All the faults attended irrespective of the nature (routine & corrective) shall be entered in a call sheet and got signed by the user. One copy of the call sheet is to be submitted weekly at the end of the week to the coordinator identified by PSCWB.

The list with the systems/ equipments indicating the completion of Preventive Maintenance with the user's signature is to be submitted at the end of every month. Necessary format shall be developed in coordination with the contractor and PSCWB's nominated coordinator.

The vendor shall submit at the end of each month, the details of complaints booked with the vendor and their clearance. It is necessary to mention the time of logging in the complaint and the time of final rectification.

9. PSCWB can ask for the service of the vendor to add/delete the configuration of the system and add/ remove equipments to/ from the systems during the contract period without any additional service charges (Equipment shall be provided by PSCWB).

10. PSCWB may add or delete the number of systems/equipments up to 40% of total equipments during the contract period and the charges shall be increased/ reduced accordingly on pro-rata basis, based on the unit.

Deputy Secretary,  
Public Service Commission, West Bengal

**Techno-Commercial Offer (PART-A)**

To

The Secretary

Public Service Commission, West Bengal

161-A, S. P. Mukherjee Road, Kolkata-700026

Sir,

In response to your **Tender No. \_\_\_\_\_ dated \_\_\_\_\_** for **Biannual Maintenance Contract of Computer Hardware, Printers, Projector and Network Peripherals at the office of the Commission**; we hereby submit our offer herewith.

1. Bidder Name : \_\_\_\_\_

2. Website Address (If applicable) : \_\_\_\_\_

3. Email Address : \_\_\_\_\_

4. Address for Communication : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5. Telephone Number : \_\_\_\_\_

6. Fax/Telefax Number : \_\_\_\_\_

7. Authorized Person - Name : \_\_\_\_\_

Designation : \_\_\_\_\_

Mobile No. : \_\_\_\_\_

Email ID : \_\_\_\_\_

8. Alternate Person - Name : \_\_\_\_\_

Designation : \_\_\_\_\_

Mobile No. : \_\_\_\_\_

Email ID : \_\_\_\_\_

9. PAN Number : \_\_\_\_\_

10. Service Tax Regn. No. : \_\_\_\_\_

11. Particulars of EMD (If applicable) : \_\_\_\_\_

12. Turnover of the Bidder in last 3 years (Please submit copy of Annual Report)

Year	Turnover in Rs.
2020-2021	
2019-2020	
2018-2019	
Average Turnover	

13. Details of similar work order executed during last 2 years (Please submit copy of

Work order/Completion certificate from the client)

Description of the Work/Order Executed	Value of Work/Order Executed	Name of the Client	Start Date	Finish Date

14. Are you a MSME/NSIC unit? If yes, please furnish Registration Details, Name of the DIC /State.

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15. Following Documents are submitted to substantiate other eligibility criteria.

- i) \_\_\_\_\_
- ii) \_\_\_\_\_
- iii) \_\_\_\_\_
- iv) \_\_\_\_\_
- v) \_\_\_\_\_
- vi) \_\_\_\_\_
- vii) \_\_\_\_\_
- viii) \_\_\_\_\_
- ix) \_\_\_\_\_

x) \_\_\_\_\_

xi) \_\_\_\_\_

xii) \_\_\_\_\_

## **DECLARATION**

1) We have read and understood the terms & conditions of the above mentioned tender and comply with all Terms & Conditions of your Tender.

(In case of any deviation the Bidder must attach a separate sheet clearly mentioning the Clause No. of the Tender and Deviation thereto)

2) We certify that the information mentioned above are true and correct to best of our knowledge.

Place:

Signature of Authorized Signatory

Date:

Name:

Designation:

Seal:

**Price Offer (PART-B)**

Sl. No.	Item Details	Qty.	Unit Rate (Rs.)	Sub Total Amount (Rs.)	Any Tax if applicable	Net Amount (Rs.)
<b>Computer Desktops and Laptop</b>						
1	Assembled DESKTOP-P4.3.00 GHz/1GB RAM/CD-ROM/FDD/80GB HDD/13" CRT/KEYBOARD & OPTICAL MOUSE, Monitor (CRT/LCD)	2				
2	ACER DESKTOPCORE i3-2130 3.40GHz, RAM: 2GB, HDD: 500GB, KBD: ACER(PS2), MOUSE:(USB), DVD, 18.5"LCD monitor	6				
5	Lenovo Desktop Core i3/i5, 4GB, 500GB, DVD, Keyboard & Optical Mouse, 18.5 LCD monitor	12				
6	Dell Optilex 9020 Desktop, Core i3, 2GB, 500GB, DVD, Keyboard & Optical Mouse, LCD Monitor	8				
7	ACER, PRO:PENTIUM 4,2.93GHz, RAM: 1GB, HDD: 80GB, KBD:TVS GOLD(PS2), MOUSE: FRONTECH(USB), CRT monitor	1				
8	HP PRO 3090 MT,PRO: CORE 2 DUO E7500 2.93 GHz,RAM:2GB,HDD:160GB,KBD: DELL(USB), MOUSE(LOGITECH(PS2)DVD-RW, Monitor (CRT/LCD)	22				
11	Sony Laptop	1				
<b>Printers</b>						
12	Epson L360	1				
13	HP LASER JET 1020 Printer	17				
14	HP LASER JET P1005 Printer	5				
15	HP LASER JET P 1007 Printer	23				
16	HP ScanJet400	1				
17	HP OJ Pro6970	3				
18	HP LJ MFP 132 fn	1				
19	HP M128 FN	4				
<b>Projector</b>						
20	Sony VPL-DX100 DATA projector	1				
<b>LAN and Switches</b>						
21	D-Link 24 port switch	2				
22	D-Link 24 port switch	3				
23	50 LAN Ports (Approx.) and associated LAN cables	1				
24	Router (Cisco) 1921 Moduler IP Base (2GE, 2EHWIC Slots, 512 D-RAM)	1				
25	UPS	60				
	Scanners cum Printer	9				
26	Fujitsu fi-7180 scanner	2				
27	Fujitsu fi-6130 Z	1				
<b>Grand total amount (In Rupees)</b>						

N.B.: Evaluation shall be based upon the quoted price for all the items mentioned above.

## **DECLARATION**

1) I/We have read and understood the terms & conditions of the above mentioned tender and comply with all Terms & Conditions of your Tender.

(In case of any deviation the Bidder must attach a separate sheet clearly mentioning the Clause No. of the Tender and Deviation thereto)

Place:

Signature of Authorized Signatory

Date:

Name:

Designation:

Seal: