



दि न्यू इण्डिया एश्यूरेंस कंपनी लिमिटेड  
**THE NEW INDIA ASSURANCE CO. LTD.**

NORTH EASTERN REGIONAL OFFICE, G S ROAD,  
STARCITY COMPLEX, ABOVE RELIANCE TRENDS, 5<sup>TH</sup> FLOOR  
LACHIT NAGAR, GUWAHATI- 781007  
(Govt of India Undertaking)

Phone –  
0361-  
2450639/  
2529016

**Ref: NERO/ITD/E-TENDER/AMC-2024/01**

**E-TENDER FOR AMC OF DESKTOPS, LAPTOPS, PRINTERS, SCANNERS AND PERIPHERALS**


The New India Assurance Co. Ltd invites online e-tender in TWO Bid system (Technical and Commercial Bids) from interested vendors for the Maintenance of Desktops, Laptops, Printers and other peripherals of different makes, which are installed at various offices of The New India Assurance Company Limited (as per Annexure- H) under Guwahati Regional Office.

Detail particulars are given in the tender document, which can be downloaded from [www.tenderwizard.com/NIAEPROC](http://www.tenderwizard.com/NIAEPROC) and [www.newindia.co.in](http://www.newindia.co.in)

The participating vendors have to quote online through e-Procurement Portal at URL [www.tenderwizard.com/NIAEPROC](http://www.tenderwizard.com/NIAEPROC)

The last date for submission of bids is 21-03-2024 at 3:00 p.m and the technical bids will be opened on 22-03-2024 at 11:30 a.m.

The Management of this company (NIACL) reserves the right to accept or reject any or all the tenders without assigning any reasons thereof.

  
Deputy General Manager

Date- 1-3-24

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मार्ग, गुवाहा  
Lachit Nagar,  
OF



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**TENDER SUMMARY**

Sl No.	Description	Remarks
1	Tender Type	E-Tender with Two Bid system i.e Technical Bid & Commercial Bid
2	Tender Fees	Rs. 1000 /- (Non-Refundable)
3	Earnest Money Deposit (E.M.D)	Rs. 10,000/- (Refundable)
4	Tender Closing Date	21-03-2024 at 03:00 p.m.
5	Technical Bid Opening	22.03.2024 at 11:30 a.m.
6	Commercial Bid Opening	Commercial Bids will be opened after opening of Technical bids. The time and date would be intimated to the bidders later on.
7	Tender Validity	30 days (thirty days)
8	Tender Location	The New India Assurance Company Ltd, Guwahati Regional Office, Starcity complex, Above Reliance Trends, 5 <sup>th</sup> floor Behind Hanuman Mandir, Lachit Nagar, Guwahati – 781007

## INSTRUCTIONS / GUIDELINES TO BIDDERS

### **1. THE TENDER OFFER:**

- A. This invitation to tender is for the maintenance of Desktops, Laptops, Printers, Scanners, LAN, components and other peripherals of different makes, which are being used by The New India Assurance Co.Ltd. Assurance Company Limited in the offices (as per Annexure H) under **Guwahati Regional Office**.
- B. AMC will be effective for the period of one year starting 1<sup>ST</sup> April'2024.
- C. Bidders will have to deposit a demand Draft of Rs. 1000/- (Rs. One Thousand only), non-refundable towards Tender Fees in favour of "The New India Assurance Company Limited" payable at Guwahati.
- D. The Tender offer (Technical Bid & Commercial Bid) should be submitted online through e-Procurement Portal at URL [www.tenderwizard.com/NIAEPROC](http://www.tenderwizard.com/NIAEPROC) on or before 21/03/2024 at 3:00 P.M.
- E. Technical Bids will be opened on 22.03.2024 at 11:30 A.M.
- F. Commercial bids will be opened after opening of Technical bids. The time and date would be intimated to the bidders through mail

### **2. ELIGIBILITY CRITERIA: THE BIDDERS**

- A. Should have an average annual turnover of Rs. 2 crores or more, towards maintenance of Desktops and similar line of business in India, for last three financial years (2020-2021,2021-2022,2022-2023).
- B. Should have posted net profit for at least two of the immediately preceding three financial years (2020-2021,2021-2022,2022-2023)
- C. Should have similar servicing experience of 5 years.
- D. Vendor should have entered into at least 3 AMC contract in institutes namely Government/PSU/BFSI during last 2 years (2022 & 2023). One order should be in Government organization (State, central, PSU & BFSI) of value not less than Rs. 5 lacs and remaining order not less than Rs. 2 Lacs
- E. Vendor should be a Microsoft Certified Partner.
- F. Should have arrangement with OEM vendors, manufactures of hardware or their channel Partners for supply of spares for different brands of hardware to locations as per Annexure H.
- G. The vendor should not have any of their contracts terminated or blacklisted in the last 3 years (2021,2022,2023) by any State or Central Government/PSU/BFSI (Affidavit duly notarized to be submitted).



- H. The vendor should have atleast one full- fledged service centre in Guwahati with adequate Stocks of spares and sufficient number of qualified engineers in their organization for servicing and co-ordinating all the other service network across the region/ state( Affidavit duly notarized to be submitted).

**3. PROCEDURE FOR SUBMISSION OF THE TENDER**

- A. The tender offer (Technical Bid & Commercial bid) should be submitted online through e-Procurement Portal at URL [www.tenderwizard.com/NIAEPROC](http://www.tenderwizard.com/NIAEPROC).
- B. Technical Bid Documents to be uploaded (in pdf/zip/rar format) as per **Annexure – A**
- a. Scanned copy of Demand drafts towards Tender Fees and EMD must be uploaded through e-procurement portal.
  - b. Original Demand drafts to be submitted at Information Technology Department The New India Assurance Company Ltd, Guwahati Regional Office, Lachit Nagar, Star city Complex, 5<sup>th</sup> floor, near Hanuman Mandir, Guwahati – 781007 before last date of submission of bids.
  - c. All the tender documents given should be submitted duly signed and stamped.
- C. The commercial bid should be uploaded as per format in **Annexure - B**.

**4. EARNEST MONEY DEPOSIT (E.M.D)**

- A. The intending bidders should pay an Earnest Money Deposit of Rs. 10,000/- (Rupees Ten Thousand only)
- B. The EMD shall be payable by DD drawn in favor of “The New India Assurance Co. Ltd” payable at Guwahati
- C. The EMD will not carry any interest.

**5. FORFEITURE OF REFUNDABLE E.M.D.**

The EMD made by the bidder will be forfeited if –

- A. He withdraws his tender after acceptance;
- B. He withdraws his tender before the expiry of the validity period of the tender;
- C. He violates any of the provisions of the terms and conditions of this tender specification.

**6. REFUND OF E.M.D.**

- A. E.M.D. will be refunded to the successful bidder, only after signing of the contract and

completion of all formalities, etc to the satisfaction of the purchaser/company.

- B. In case of unsuccessful bidders, the EMD will be refunded to them after intimation is sent to them about rejection of their tenders

**7. THE COMPANY RESERVES THE RIGHT TO**

- A. Accept/Reject any of the Tender/s.
- B. Revise the quantities at the time of placing the order.
- C. Add, modify, relax or waive any of the conditions stipulated in the tender specification wherever deemed necessary.
- D. Reject any or all the tenders without assigning any reason thereof.
- E. Award contracts to one or more bidders for the item/s covered by this tender.

**8. REJECTION OF TENDERS**

The tender is liable to be rejected *inter alia*:

- A. If it is not in conformity with the instructions mentioned herein.
- B. If it is not accompanied by the requisite Tender Fees and EMD.
- C. If it is not properly signed by the bidder.
- D. If it is received in Physical Form.
- E. If it is received by Fax or E-mail or Telegram.
- F. If it is filled/ received after the expiry of the due date and time.
- G. If it is evasive or incomplete including non-furnishing of the required documents.

**9. VALIDITY OF TENDERS**

Tenders should be valid for acceptance for a period of at least 30 (thirty) days from the last date for submission of bids. Offers with lesser validity period would be rejected.

**10. AMC AGREEMENT**

The successful bidder will have to enter into a contract with the Company as per Annexure 'G' for a period of one year, with an option with the Company (NIACL) to extend the contract Quarterly/half yearly/yearly, for a further period of two year or less, on the same terms and conditions subject to satisfaction of NIACL.

Note:

- 1. This Tender Document is not transferable.
- 2. Procedure for processing the tender documents:

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- The committee would open Technical Bid first and the commercial bids of the vendors fulfilling the eligibility criteria would be considered after scrutiny of technical bids.
- The committee will open Commercial Bid containing the commercial bids of short-listed bidders (who qualify in Commercial bid) thereafter and the lowest commercial bid will be identified.
- This procedure is subject to changes without assigning any reason and if so, the procedure adopted by the Company, for opening the tender shall be final and binding on all the parties.

#### 11. DEVIATION FROM ANY ELIGIBILITY CRITERIA

If the bidder wishes to depart from the Technical Specification in any respect he shall draw the attention to such points of departure explaining fully the reasons thereof and furnish separately adopting the form given below. Unless this is done, the requirements of the Technical specification will be deemed to have been accepted in every respect. The company reserves the right to accept / reject any or all the deviations shown by the bidder.

<u>Sl No.</u>	<u>Sl No. &amp; Description in the Technical Specification (Annexure – 'A')</u>	<u>Deviation details and reasons thereof</u>

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## SECTION – II

### **PART – ‘A’ – TECHNICAL BID**

1. The following scanned documents must be uploaded through e-Procurement Portal
  - a. Eligibility Criteria as per Annexure A
2. Tender Fee of Rs. 1000 /- and EMD Amount Rs. 10,000/- Demand Draft in the name of The New India Assurance Co. Ltd (Non Refundable) payable at Guwahati should be submitted at  

Information Technology Department  
The New India Assurance Company Ltd,  
Guwahati Regional Office,  
Lachit Nagar, Star city Complex, 5<sup>th</sup> floor  
Near Hanuman Mandir, Guwahati – 781007

  - Scanned copy of Demand drafts towards Tender Fees and EMD must be uploaded through e-procurement portal.
3. All the tender documents to be uploaded should be submitted duly signed and stamped

### **PART – ‘B’ – COMMERCIAL BID**

The bidders have to submit Commercial Bids online through e-Procurement Portal as per illustrative format/ table given under as per Annexure B

#### **Note:**

1. In some of the machines, the hard disk / RAM capacity is upgraded, upgraded capacity shall apply
2. In case it is found that the machine in the list is not there at the place specified, then the same shall be excluded from the AMC and charges adjusted accordingly
3. Network Cables / connectors connected with the machines are covered under AMC
4. In case of some places the make of the machine differs, then the same shall be corrected at the time of giving contract
5. In case it is found that some machines are added, then the AMC rate applicable will be added for this
6. The total nos. of the machines/systems is mentioned and can be verified with location-wise details as per list attached

**Note:** Quantities mentioned here are approximate. The Company reserves the right to increase / decrease the quantity during the contract period.





**ANNEXURE - A****Eligibility Criteria**

Sl No.	Particulars				Compliance (Yes/No)	
1	Pan Card No. (Proof to be attached) Income Tax Certificate (Proof to be attached) GST No. (Proof to be attached)					
2	Vendor should be established in IT hardware support in India should have similar servicing experience of 5 years (Proof of registration to be attached)					
3	Vendor should have average annual turnover for AMC contracts for hardware for servicing part exclusively, for the immediately past three financial years of Rs.2 crore or more. (Audited Balance Sheets & Chartered Accountant certificate to be attached)	FY	(in Lakhs)			
		2022-23				
		2021-22				
		2020-21				
4	Vendor should have made net profit after tax for at least two of the immediately preceding three financial years (Proof to be attached)	2022-23				
		2022-21				
		2020-21				
5	Vendor should have entered into atleast 3 AMC contract in institutes namely Government/PSU/BFSI during last 2 years (2023 & 2022). One order should be in Government organization (State, central, PSU & BFSI) of value not less than Rs. 5 lacs (excluding tax) and remaining order not less than Rs. 2 Lacs (excluding tax). (Documentary Proof should be attached)					
		Name of the customer, Address	Contact No.	Contract Date		Amount Rs(in Lakhs)
	a					
	b					
	c					
6	Vendor should be a Microsoft Certified Partner (Certificate copy to be submitted)					
7	Vendor should have arrangement with OEM vendors, manufactures of hardware or their channel partners for supply of spares for different brands of hardware in the location as per Annexure 'H'. The bidders should produce regarding their relationship (Documentary proof should be attached)					



8	Letters of satisfactory performance from at least three reputed clients in last 3 years (2023,2022,2021). (Documentary Proof should be attached)	
9	Details of service network including service qualified service personnel employed across the region/state (Entire North East India). Documents containing details of Service Personnel to be attached	
10	The vendor should not have any of their contracts terminated or blacklisted in the last 3 years (2023,2022,2021) by any State or Central Government/PSU/BFSI. (Affidavit duly notarized to be submitted)	
11	The vendor should have at least one full-fledge service center in Guwahati with adequate stocks of spares and sufficient number of qualified engineers in their organizations for servicing and controlling all the other service network across the region/state (Affidavit duly notarized to be submitted)	

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**ANNEXURE - B**

AMC for the computers & peripherals installed and operational in the offices under Guwahati Regional office.

Commercial Bids should be strictly as per below format

Sr. No.	Office	Hardware Type	Make / Model	No. of Units (Approx.)	Unit AMC Rate (Rs.)	Total AMC Rate (Rs.)
1	Various as per Annexure – 'H'	Projector	Canon	1		
2	Various as per Annexure – 'H'	Personal Computers	HCL, HP, Wipro, CMS, DELL PCS, Assembled etc.	378		
4	Various as per Annexure – 'H'	Scanners	HP, Canon, Epson etc.	55		
5	Various as per Annexure – 'H'	Printers	HP, Cannon, Samsung etc.	212		
6	Various as per Annexure – 'H'	Laptops	Acer, HP, HCL, LENOVO etc.	40		
GST						
TOTAL						

Note: Quantities mentioned here are approximate. The Company reserves the right to increase / decrease the quantity during the contract period.

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**ANNEXURE - C****Application Form of the Annual Maintenance Contract of Computer Hardware and Peripherals**

1. Name of Vendor :
2. Address of Vendor :
3. PAN No (Attach Scanned Copy) :
4. GST Reg No. (Attach Scanned Copy) :
5. Name, Mobile & E-Mail of Contact Person :
6. Annual Turnover for the last three years
  - a. Details of Annual Maintenance Contract of Computer Hardware and Peripherals only to be mentioned by vendors in case of dealing other line of business also.
  - b. To qualify in Technical Bid, the vendor should have an average annual turnover towards the Annual Maintenance contract of computer Hardware and Peripherals in India of Rs. 1 crore.

Sl No.	Financial Year	AMC in India (Rs. in crores)	Details of Proof Submitted (Y/N)
1	2022-2023		
2	2021-2022		
3	2020-2021		

**7. Details of Net Profit in the Previous Financial Years:**

Sl No.	Financial Year	Profit (Rs. in Lakhs)	Details of Proof Submitted (Y/N)
1	2022-2023		
2	2021-2022		
3	2020-2021		

8. Servicing and sales experience of minimum 5 years (Attach Proof) :  
Yes/No

9. Any other points/comments you would like to make :

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10.

**Special Instructions to Bidders for e-Tendering**

Tender document with detailed terms and conditions is available on our website [www.tenderwizard.com/NIAEPROC](http://www.tenderwizard.com/NIAEPROC). Interested parties may download the same and participate in the tender as per the instructions given therein, on or before the due date of the tender. The tender shall have to be submitted online through the e-Procurement system on [www.tenderwizard.com/NIAEPROC](http://www.tenderwizard.com/NIAEPROC)

As a pre-requisite for participation in the tender, vendors are required to obtain a valid Digital Certificate of Class IIB (with both signing and encryption component) and above as per Indian IT Act from the licensed Certifying authorities (For e.g N-codes, Sify, E-mudra etc.) operating under the root Certifying Authority of India(RCIA), Controller of Certifying Authorities(CCA) . The cost of obtaining the digital certificate shall be borne by the vendor. In case any vendor so desires, he may contact our e-Procurement service M/s CI India Pvt. Ltd, Mumbai for obtaining the Digital Signature Certificate.

Corrigendum/amendment, if any, shall be notified on the site [www.tenderwizard.com/NIAEPROC](http://www.tenderwizard.com/NIAEPROC). In any case corrigendum/amendment is issued after the submission of the bid, then such vendors, who have submitted their bids, shall be intimated about the corrigendum/amendment by a system generated email (In case of open corrigendum/amendment will be on the public dashboard and no mail will be fired for the vendor who has not participated by that time. Vendors are required to complete the entire process online on or before the due date of closing of the tender.

The commercial/Price bid of only those vendors shall be opened whose technical bid is found to be acceptable to us. The schedule for opening the price bid shall be advised separately.

Directions for submitting online offers, electronically, against e-Procurement tenders directly through internet.

Vendors are advised to log on to the website ([www.tenderwizard.com/NIAEPROC](http://www.tenderwizard.com/NIAEPROC)) and arrange to register themselves at the earliest. The system time (IST) that will be displayed on e-Procurement web page shall be the time considered for determining the expiry of due date and time of the tender and no other time shall be taken into cognizance.

Vendors are advised in their own interest to ensure that their bids are submitted in e-procurement system well before the closing date and time of bid. If the vendor intends to change /revise the bid already entered, he may do so any number of times till the due date and time of submission deadline. However, no bid can be modified after the deadline for submission of bids.

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Once the entire process of submission of online bid is complete , the vendors are required to go to option own bid view through dashboard and take the print of the envelope receipt as a proof of submitted bid.

Bids/Offeres shall not be permitted in e-Procurement system after the due date/ time of tender. Hence no bid can be submitted after the due date and time of submission has elapsed.

No manual bids/offers along with electronic bids/offers shall be permitted.

Once the Commercial /Price bids are opened, vendors can see the rates quoted by all the participating bidders by logging onto the portal under their user ID and password and clicking on other bid view.

No responsibility will be taken by and/or the e-Procurement service provider for any delay due to connectivity and availability of website. They shall not have any liability to vendors for any interruption or delay in access to the site irrespective of the cause. It is advisable that vendors who are not well conversant with –tendering procedures, start filling up the tenders much before the due date /time so that there is sufficient time available with him/her to acquaint with all the steps and seek help if they so require. Even for those who are conversant with this type of e-tendering, it is suggested to complete all the activities ahead of time. It should be noted that the individual bid becomes viewable only after the opening of the bid on/after the due date/time of the tender opening. The non - availability of viewing before due date and time is true for e-tendering service provider as well as New India Assurance officials.

New India Assurance and/ or the e-Procurement service provider shall not be responsible for any direct or indirect loss or damages and or consequential damages, arising out of the bidding process including but not limited to system problems, inability to use the system, loss of electronic information etc.

In case of any clarification pertaining to e-Procurement process, the vendor may contact the following agencies/personnel.

Sl No.	Particulars	Company Name	Contact Details
1	For e-tendering support	M/s Antares Systems Ltd. Ltd.	9731468511 lokeshr@etenderwizard.com
2	For tender Related Queries	The New India Assurance Co. Ltd.	0361-2529016 0361-2450639

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**ANNEXURE - E**

**Particular of the Vendor required for the payment through electronic mode ( NEFT/RTGS)**

Sl No.	Description	Details
1	Vendor Name	
2	Complete Address	
3	Bank's Name	
4	Bank Account No.	
5	Bank Account Type	
6	Bank Branch Name	
7	Bank Branch Address	
8	IFSC Code	
9	NEFT/MICR Code	

- Please attach CANCELLED Cheque of the Bank

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## ANNEXURE - F

### **SCOPE OF SERVICE**

The New India Assurance Co. Ltd. (NIACL) intends to enter into a comprehensive AMC for Desktops, Laptops, Printers, Scanners, LAN Components and other peripherals of different makes, installed in various offices under **Guwahati Regional office (530000)** as per **Annexure – H**.

- The scope of the work is defined further in this Section.

### SCOPE

1. AMC will be effective for the period starting from 1<sup>st</sup> April'2024 to 31st March'2025.
2. The vendor should have qualified engineers on their payroll & attach annexure containing details like number of engineers and number of years of continuous service in the same area, employee-wise.
3. The vendor shall exclusively name one Resident Engineer. This engineer shall be earmarked solely to provide services to offices of NIACL Guwahati Region only. This engineer shall be posted at RO Floor permanently. He will attend to hardware problems of RO Floor and co-ordinate and follow up calls emanating from all offices of NIACL under Guwahati Regional Office. He will not move out of RO Floor except in extreme case of exigency as asked by IT Dept. The Engineer should be skilled.
4. In case of the above engineer's non-availability, vendor will provide back-up engineer arrangement.
5. The vendor is to give **monthly call reports** indicating date and time for each and every complaint reported & resolved.
6. The maximum time for response and rectification of calls must be ensured as per clause no 2 A (iii) of the agreement otherwise penalty clause 2 A (iv) will be imposed on the vendor.
7. The complaints related to Hardware, Network including cabling, operating system & office productivity software (Including Formatting of hard disks as and when required) and virus scanning and cleaning would be required to be attended and rectified.
8. The vendor shall assist in the recovery of data up to the extent possible in case of Hard disk crash or any other problem.
9. The vendor will have to take AMC on comprehensive basis i.e. the vendor has to take care of all the machines mentioned in Annexure H. If any parts/components become faulty/unserviceable,

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the vendor shall replace the same at his own cost except exclusions such as printer heads, plastic knobs and ribbon/cartridges in printers and data cartridges in PCs.

In case part of the computer/printer is not immediately repairable and the machine becomes non-functional, then vendor should arrange for standby printer/computer (of same configuration/equivalent make) till the original equipment is repaired.

10. The scheduled preventive maintenance at Divisional office/ Branch offices/micro offices shall have to be carried out Quarterly as per a mutually agreed schedule to reduce down time. It will attract penalty if it is not carried out in time to the tune of **RS.500/- per office per Quarter**.
11. The vendor shall ensure the originality of the parts/components in the machines. In case of replacement, the vendor shall replace the items with original/genuine parts/components of the same brand and quality. In case, the same brand and quality is not available, the vendor shall have to submit documentary proof procured from the representative of manufacturer in this regard and only in such cases the equivalent part/component replacement would be allowed.
12. The vendor shall maintain an inventory of frequently required spares/components like Hard Disks/ SMPS/SWITCHES/RJ-45 connectors CAT-V cables 2mtr length etc. at a mutually agreed site.
13. If at any point of time, the services of vendor are not found to be satisfactory the contract will be terminated by giving three months' notice in advance.
14. The AMC payment shall be made on completion of each quarter.
15. Installation of antivirus software provided by NIA. All calls related to virus scanning and cleaning should be attended and rectified.
16. Comprehensive maintenance of the hardware and systems software shall include, maintenance of the system as per the company's policy, reloading of operating systems Windows 7/8/10 or higher versions as required by the company, other software, etc. When required or in the event of system crashes/ malfunctioning, corruption of data etc. Periodical application of system software patches/service packs, upgrades etc shall also be part of comprehensive maintenance.
17. Resolving OS related issues including re-installation of OS, due to any reason what-so-ever
18. The vendor may be required to install the new hardware procured by NIA. The vendor shall do data transfer, data backup as instructed by NIA.
19. On expiry/termination of the contract, the contractor shall handover all equipment under the contract in good working condition, before the release of that quarter's payment.
20. Vendors shall instruct its engineers to refrain from copying any data from any of company's PC under any circumstances.
21. No charges will be payable for the movement of engineer from one location to another for attending to service calls.
22. No charges will be payable for carrying the spares/equipment's from site to vendor's works and back.

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23. If selected, the vendor shall have to submit and sign an Annual Maintenance Contract as per Annexure 'G' on a Stamp Paper of requisite amount.
24. The engineer should be equipped with the requisite tools at all times like crimping tools, Network testing tools to check connectivity and should have the necessary skill to execute the same.
25. NIA's initiative towards Better Control and Use of Desktop:  
With the successful roll out of DMS(Desktop Management System) during 2014 in NIA, all Desktops are brought under Uniform platform (Windows 7 and higher versions) and the image provided by NIA-HO, takes care of OS and all Applications required for NIA and periodic updates is centrally done at our Corporate Office, Mumbai. Micro Offices are kept out of the scope of DMS. The vendor for DMS is HCL and the helpdesk team is located at our corporate office. With the advent of DMS the CD and pen drive access has been withdrawn thereby drastically the software related calls.

**Obligation of vendor under DMS:**

- Conversion of remaining NON-DMS Desktops to DMS.
- Re-installation of DMS wherever required.
- Installing and updating any other application as required by NIA.
- Co-coordinating with DMS Helpdesk Mumbai for resolving issue related to DMS.
- Installing and maintaining company owned and procured software (except Application Software-CWISS) from time to time. e.g Purchased copy of MS Office.

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**HARDWARE MAINTENANCE AGREEMENT**

**1. SCOPE OF AGREEMENT**

This agreement made on this \_\_\_\_\_ between \_\_\_\_\_ hereinafter called the "VENDOR" and **THE NEW INDIA ASSURANCE CO. LTD, GUWAHATI RO**, hereinafter called "THE COMPANY" sets forth the terms and conditions for the maintenance of **Hardware equipment** as specified in **Annexure 'B'**, at locations mentioned in **Annexure 'H'** of this agreement

**2. TERMS AND CONDITIONS**

**A. OBLIGATIONS OF THE VENDOR:**

- i. The vendor shall provide the following service to keep the equipment in good working condition.
  - a. The vendor shall carry out scheduled preventive maintenance on quarterly basis, as per mutually agreed time schedule.
  - b. The vendor shall also be responsible for any unscheduled on call corrective and remedial maintenance services to set right the malfunctions of the system. This may include replacement of unserviceable parts, formatting, Inclusion of PC in Company Domain under Desktop Management System etc.
- ii. The system maintenance does not include the cost of consumables like printer heads, sprockets, levers and knobs, plastic parts and battery for real time clock.
- iii. The vendor shall attend on call services within 12 hours of lodging a complaint (in case of major cities like Guwahati, Bongaigaon, Shillong, Tinsukia, Dibrugarh etc.), 24 hours (in case of District towns) and 48 hours (in case of mofussil centers) and get any error or fault corrected within next 2 working days from the day of visit, subject to the stipulated time limit of visit, post the call registration. In case due to unavoidable circumstances, if the problem cannot be resolved within the next 2 working days after prescribed time limit of visit, the vendor has to provide standby arrangement for the same.
- iv. **PENALTY :** If the Vendor doesn't resolve/ rectify the lodged call within the time frame as mentioned in the clause 2(A) iii of this agreement, a penalty of Rs. 300/- per call per day shall be imposed on the vendor and the same shall be deducted from the dues of AMC, subject to a cap of Rs.1500/- per call etc. The decision of the company with regard to such deduction shall be binding on the vendor.

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- The scheduled preventive maintenance shall have to be carried out Quarterly basis in all Divisional Offices/Branch offices as per a mutually agreed schedule to reduce down time. It will attract penalty if it is not carried out in time to the tune of Rs.500/- per office per Quarter.
- v. Notwithstanding anything contained in Clause 2 A (iii) and Clause 2 A (iv), if any call(s) are not attended for repair or problems are not rectified within 7 days from date of registration of call, the company reserves the right to get such defective machines repaired from third party vendor and the amount spent for such repairs would be deducted from the AMC charges.
  - vi. The vendor shall not sub-contract or permit any third party other than the vendor's personnel to perform any work, service or other performance required of the vendor under this agreement without the prior written consent of company.
  - vii. The vendor shall submit consolidated report furnishing the detailed breakdown of calls attended and status on monthly basis for all offices under Guwahati Regional office (530000). The vendor shall exclusively name one Resident Engineer who should be skilled. This engineer shall be earmarked solely to provide services to offices of NIACL Guwahati Region only. This engineer shall be posted at RO Floor permanently during working hours of NIACL. He will attend to hardware problems of RO Floor. He will act as the single point of contact for attending calls and following the work progress He will not move out of RO Floor except in extreme case of exigency as asked by IT Dept.
  - viii. The vendor shall provide a substitute in case the engineer is not available.
  - ix. The vendor shall make AMC services available on all working days as and when requested by the Company. In case of emergency, the vendor may require to visit any office on holidays.
  - x. The vendor shall maintain an imprest of sufficient number of Hard Disks, Motherboard, SMPS, RJ-45 connectors and cables 2 m length etc. for any contingent circumstances that may arise at any time.
  - xi. The vendor is to adhere all other terms and condition defined in scope of work in the attached Annexure F.
  - xii. The vendor should have their own service centre setup in Guwahati and they should have complete tools for support/repair of computers and peripherals. The engineer should be equipped with the requisite tools at all times like crimping tools ,network testing tools to check connectivity and should have the necessary skill to execute the same.

**B. OBLIGATIONS OF THE COMPANY**

- i. The company will pay Annual Maintenance Charges as mentioned in the attached **Annexure B** for the equipment specified in **Annexure 'B'**. The maintenance charges are payable quarterly in arrears (at the end of the Quarter) after statutory deductions, if any subject to satisfactory service.





- ii. The company is to ensure that as far as possible, power source and dust free environment are provided to sites where systems are installed.
- iii. The company would intimate to the vendor, if any additional attachments, features or devices are to be directly or indirectly, connected to the equipment.
- iv. The company would ensure that rats, insects etc., do not invade the site and damage the systems, especially cables etc.

### 3. ENHANCEMENT/UPGRADATION OF EQUIPMENT

The company shall have the right to make changes or attachments to the equipment provided such changes or attachments do not prevent proper maintenance from being performed, or unreasonably increase the vendor's cost of performing repair and maintenance services. Wherever, any changes or enhancement in the equipment, results in an adjustment of maintenance charges, the same, shall be payable from the date of installation of additional features/enhancement.

Individual items of equipment may be added to or withdrawn from **Annexure 'B'**, of this agreement by mutual written consent of both parties, provided always that such consent is not unreasonably withheld. In the event that individual items of equipment are added to **Annexure 'B'**, it may involve additional maintenance charges. In the event that individual items of equipment are withdrawn from **Annexure 'B'**, as described herein, then any amount prepaid on such equipment shall be held to the credit of the Company's account. AMC charges shall be paid only in respect of the equipment covered and that too, on proportionate basis for the period for which is covered under this AMC arrangement.

### 4. WORKING HOURS

The maintenance services shall be rendered on all days subject to the company's requirement to keep the equipment in good working condition and order. The service consists of corrective and preventive maintenance and includes carrying out of necessary repairs to the installed equipment and software installation that is required for the Company's business activity.

### 5. REPLACEMENT OF PARTS

The vendor shall replace any parts of the hardware on failure with hardware parts having similar or equivalent functional capabilities. Parts required for the maintenance of the equipment and/or correction of faults will be supplied at no extra cost to the company. Parts removed from the system belong to the vendor. However, the company can retain the new/removed/repared parts and use at its own sole discretion to maintain the equipment subject to the payment of its value to the vendor.

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6. RELOCATION OF SYSTEMS

During the maintenance agreement in force, the company may relocate the system and keep the vendor informed. In case of relocation of equipment, transport and other incidental charges will be borne by company.

7 EXTENSION OF MAINTENANCE PERIOD

If the vendor does not attend to each breakdown and malfunction of equipment (including operating systems and compilers) supplied within the time specified in clause 2 A (iii) of the agreement and make all efforts to rectify the same and get the system in proper working condition within seven days thereafter, the maintenance period shall be extended by a period equal to number of days taken to set right the system.

8 EXCLUSIONS

The maintenance agreement does not include:

- i. Electrical work external to the equipment or maintenance of accessories, attachments machines or other devices.
- ii. Damage resulting from accidents, fire, lightning, transportation, cost of repair or replacement due to these factors. These will be charged for labour as well as parts.
- iii. Furnishing platens, accessories, paintings or refinishing the machines or furnishing the materials thereof, making specific changes.
- iv. Work done for alteration in the equipment by persons other than the vendor's personnel (except for minor rectification by company's in house systems engineer after intimating the vendor)
- v. Any work external to the equipment such as maintenance of non-vendor attachments, accessories etc.

9 VALIDITY OF AGREEMENT

This agreement is valid for the period of one year from **1<sup>st</sup> April,2024** to **31<sup>st</sup> march 2025** with an option with the company (NIACL) to extend the contract for a further period of two year or less on the same terms and conditions subject to the satisfaction of NIACL.

10. CANCELLATION

Either party, giving three months' notice in advance, may terminate the agreement prior to expiry of contract period.

11 JURISDICTION/ARBITRATION

In case of any dispute or any difference arising at any time between the parties in respect of this agreement, the same shall be resolved by mutual discussion and if not resolved then in accordance with and subject to the provision of the Indian Arbitration Act 1940 and only Courts of the Guwahati shall have jurisdiction in all matters arising out of or connected with this agreement. Further, this agreement is subject to laws of India only.

12 FORCE MAJEURE:

The vendor shall not be liable for any delay or failure of performance of any of its obligations under or arising out of this contract, if the failure or delay results from any of the following Act of God, refusal of permissions or other Government Act, fire, explosion, accident and the like which renders it impossible or impracticable for the vendor to fulfill its obligations under the contract or any other cause or circumstances of whatsoever nature beyond vendor's control.

13 LIABILITIES & INDEMNITIES

The vendor represents and warrants that the repair and maintenance of services/products hereby sold do not violate or infringe upon any patent, copyright, trade secret or other property right of any other person or other entity. The vendor agrees that it will and hereby does, indemnify the company from any claim, directly or indirectly resulting from or arising out of any breach or claimed breach of this warranty.

14 CONFIDENTIALITY

The vendor acknowledges that all materials and information which has or will come into its possession or knowledge in connection with this agreement of the performance, hereof, consists, of confidential and proprietary data, whose disclosure to or use by third parties will be damaging or cause loss to company. The vendor agrees to hold such material and information in strictest confidence not to make use thereof other than for the performance of this agreement, to release it only to employees requiring such information, and not to release or disclose it to any other parties. The vendor shall take appropriate action with respect to its employees to ensure that the obligations of non-use and non-disclosure of confidential information under this agreement are fully satisfied.

*[Signature]*

*[Signature]*

IN WITNESS WHEREOF THE PARTIES HERE TO have set and subscribed their respective hands and seals the day and year herein above mentioned.

- a) SIGNED SEALED & DELIVERED BY THE  
WITHIN NAMED INSURANCE COMPANY  
By the hands of

In the presence of

Shri \_\_\_\_\_

Shri \_\_\_\_\_

- b) SIGNED SEALED & DELIVERED BY THE  
WITHIN NAMED (VENDOR)

By the hands of

In the presence of

Shri \_\_\_\_\_

Shri \_\_\_\_\_

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# ANNEXURE - H

List of Computer Hardware Installed at Various Offices under Guwahati RO

Sr. No.	Office Name	Office Code	Nos. of complete set of Desktops of Various Make i.e.HCL, HP, Acer, Lenovo etc. (Comprehensive AMC)	Nos. of Laptops of HP, Lenovo, Acer, Asus etc. (Comprehensive AMC)	Nos. of Printers of HP & Canon (Comprehensive AMC)	Nos. of Scanners of HP & Canon (Comprehensive AMC)	Nos. of Projectors (Comprehensive AMC)
1	Guwahati Regional Office	530000	60	10	40	6	0
2	Regional Training Center	530000	18	0	0	0	1
3	Dibrugarh DO	530100	8	1	4	1	0
	Dibrugarh BO	530101	9	1	7		0
4	Sibsagar Branch	530103	8	1	6	2	0
5	N. Lakhimpur Branch	530104	6	1	3	1	0
6	Jorhat Branch	530108	6	1	6	0	0
7	Itanagar Branch	530109	2	1	2	0	0
8	Moran MO	530110	1	0	1	1	0
9	Golaghat MO	530111	1	0	1	1	0
10	Bokaghat MO	530112	1	0	1	1	0
11	GDO I	530200	11	1	8	0	0
12	Bongaigaon DO	530300	13	1	5	0	0
13	Dhubri MO	530303	1	0	1	1	0
14	Kokrajhar MO	530304	1	0	1	1	0
15	Jogighopa MO	530305	1	0	1	1	0
16	Barpeta MO	530306	1	0	1	1	0
17	Shillong DO	530400	14	1	10	1	0
18	Shillong Branch	530401	10	1	5	0	0
19	Dimapur DO	530500	12	1	8	0	0
20	Dimapur Branch	530501	9	1	5	1	0
21	Imphal Branch	530505	11	1	6	1	0
22	Bokajan MO	530506	1	0	1	1	0
23	Churachandpur MO	530509	1	0	1	1	0
24	Kohima MO	530512	1	0	1	1	0
25	Silchar DO	530600	8	1	8	2	0
26	Aizawl Branch	530604	7	1	7	2	0
27	Karimganj MO	530605	1	0	1	1	0
28	Lala MO	530606	1	0	1	1	0
29	Udharbond MO	530609	1	0	1	1	0
30	GDO II	530700	8	1	6	1	0
31	Dispur Branch	530702	8	1	9	1	0
32	Beltola Branch	530706	8		6	0	0
33	Byrnihat MO	530708	1	0	1	1	0
34	Morigaon MO	530709	1	0	1	1	0
35	Jagiroad MO	530718	1	0	1	1	0
36	Tinsukia DO	530800	14	1	12	1	0
37	Digboi Branch	530801	7	1	4	1	0
38	DOOM DOOMA Branch	530802	8	1	4	1	0
39	Namrup MO	530803	1	0	1	1	0
40	Tezu MO	530804	1	0	1	1	0
41	Duliajan MO	530805	1	0	1	1	0
42	GDO III	530900	9	1	7	0	0
43	Malligaon MO	530901	1	0	1	1	0
44	Nalbari Branch	530902	8	1	6	1	0
45	Baihata Chariali MO	530903	1	0	1	1	0
46	Mirza MO	530904	1	0	1	1	0
47	A.T. Road Branch	530907	10	1	7	0	0
48	Agartala DO	531000	14	1	10	0	0
49	Vishalgarh MO	531001	1	0	1	1	0
50	Udaipur MO	531004	1	0	1	1	0
51	Ambassa MO	531005	1	0	1	1	0
52	Dharmanagar MO	531006	1	0	1	1	0
53	Teliamura MO	531007	1	0	1	1	0
54	Tezpur DO	531100	10	1	4	1	0
55	Dhekiajuli MO	531102	1	0	1	1	0

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ANNEXURE - H

List of Computer Hardware Installed at Various Offices under Guwahati RO

56	Rangapara MO	531103	1	0	1	1	0
57	Bhalukpung MO	531108	1	0	1	1	0
58	Noonmati Branch	531200	9	1	5	1	0
59	Nagaon Branch	531201	7	1	3	1	0
60	Doboka MO	531204	1	0	1	1	0
61	Dhing MO	531205	1	0	1	1	0
62	Lumding MO	531206	1	0	1	1	0
63	Agartala DO	531000	17	1	9	1	0

NERO/ITD/eTender/AMC-2024/01

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