

VISVESVARAYA INDUSTRIAL & TECHNOLOGICAL MUSEUM

(A Unit of National Council of Science Museums)

Ministry of Culture, Govt. of India,

Kasturba Road, Bangalore – 560 001

Ph: 080-22864009, 22864114

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E-TENDER DOCUMENT

FOR COMPREHENSIVE AMC OF COMPUTERS, MONITORS, PRINTERS,

SCANNERS, LAPTOPS & ACCESSORIES/ 2024-25

AT VISVESVARAYA INDUSTRIAL AND TECHNOLOGICAL MUSEUM

BANGALORE-560001

VISVESVARAYA INDUSTRIAL AND TECHNOLOGICAL MUSEUM
KASTURBA ROD, BANGALORE – 560 001

TENDER NO. 2(4)P/AMC/Computers/VITM/2024-25

Instructions for Online Bid Submission

1. The bidders are required to submit copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with their requirements and submitting their bids online on the CPP Portal.
2. More information useful for submitting online bids on the CPP Portal may be obtained at:
<https://eprocure.gov.in/eprocure/app>

REGISTRATION:

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/ nCode/eMudhra etc.), with their profile.
- 5) Only one valid SC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC/e-Token.

SEARCHING FOR TENDER DOCUMENTS:

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc., There is also an option of advanced search for tenders, where in the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other key words etc., to search for at tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents/tenders schedules. These tenders can be moved to the respective **'My Tenders' folder**. This would enable the CPP Portal to intimate the bidders through SMS/e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS:

- 1) Bidder should take into account any corrigendum published on the tender document before Submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents-including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLS /RAR /DWF/JPG formats. Bid documents may be scanned with 100dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.,) has been provided to the bidders. Bidders can use **"My Space"** or **"Other Important Documents"** are available to them to upload such documents. These documents may be directly submitted from the **"My Space"** area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS:

- 1) Bidder should login to the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter detail of the instrument.
- 4) Bidder should the EMD as per the instructions specified in the tender document. The original should be posted / couriered / given in person to be Tender Processing Section, latest by the last date of bid submission. The detail of the DD / any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) A standard Price Schedule format (BOQ) has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be down loaded and to be filled by all the bidders. Bidders are required to down load the BOQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to a symmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents

become readable only after the tender opening by the authorized bid openers.

- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (i.e. after Clicking **“Freeze Bid Submission”** in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

Assistance to bidders:

1. Any enquiries relating to the tender document and the terms and conditions contained therein should be addressed to the tender inviting authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24 x 7 CPP Portal helpdesk. The contact number for the helpdesk is 18002337315

**VISVESVARAYA INDUSTRIAL AND TECHNOLOGICAL MUSEUM
KASTURBA ROD, BANGALORE – 560 001**

NOTICE INVITING E-TENDER

TENDER NO. 2(4)P/AMC/Computers/ VITM/ 2024-25

On-line Digitally signed e-tenders are invited in two Bids System from the manufacturers or their authorized registered Indian agents for Comprehensive AMC of Computers, Monitors, Printers, Scanners, Laptops and accessories at Visvesvaraya Industrial and Technological Museum, Bangalore. Only reputed and established firms/authorized registered Indian agents having proven experience and capability to render AMC Service in India at site smoothly may download the tender documents from the Central Public Procurement Portal (CPPP): <http://eprocure.gov.in/eprocure/app> or from the website of VITM www.vismuseum.gov.in as per the following schedule :-

Published Date	09.07.2024
Bid Document Download Start Date	09.07.2024
Bid Document Download End Date	19.07.2024
Bid Submission Start Date	09.07.2024
Bid Submission End Date	19.07.2024
Technical (Techno-Commercial) Bid Opening Date	22.07.2024
Estimated cost of the work	3.20 Lakhs for 1 year
Earnest Money	Rs. 8,000.00

The online bid along with the Earnest Money Deposit in the form of scanned copy of the Demand Draft should be uploaded by the due date and time as per the above schedule. No tender will be accepted without requisite EMD. The original EMD in the form of Demand Draft / Pay Order shall be submitted by the bidder to this office either before or at the time of tender opening. The online bids will be opened on the scheduled date and time prescribed above. Bidders may be present during opening of tenders, if so desire. Off-line tenders shall not be accepted and no request in this regard will be entertained whatsoever.

VITM reserves the right to accept or reject any or all tenders in full or part without assigning any reason whatsoever. VITM shall also not be bound to accept merely the lowest tender but the technical suitability, capability and superiority as well as after sales service including infrastructure to render such service etc., shall be of prime consideration for selection of the material.

General Information and Instructions

1. The instruction given herein will be strictly binding on the tenderers and deviation, if any will make the tender or tenders liable to be considered invalid. Tenders incorporating additional conditions by the tenderer are liable for rejection.
2. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app> Manual bids shall not be accepted.
3. The instruction given in “**Annexure-A**” for “**Instruction for Online Bid Submission**” should be strictly followed during submission of the Bid.
4. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
5. Bid should be submitted along with the Earnest Money of Rs.7500-00 (Rupees Seven thousand five hundred only) by way of crossed Demand Draft on any Nationalized bank of India payable in favour of “Director, Visvesvaraya Industrial & Technological Museum” payable at Bangalore only. Earnest Money deposit in the form of Bank Guarantee bond or any other bond shall not be accepted and shall be rejected straightway. Earnest Money deposits in respect of such offers which are not accepted will be returned to the Bidders within 30 working days from the date on which the final decision is taken about the source from which the items under tender are to be procured or within 2 (two) months from the date of the opening of tenders, whichever is earlier. Earnest Money deposit in respect of the successful bidders will be retained with the Museum until entire execution of the order as per terms of the tender. If the successful bidder fails to execute the order strictly as per the Museum’s drawings & specifications in full or part within the stipulated delivery period of the purchase order, the Earnest Money deposit retained with the Museum shall be forfeited forthwith after cancellation of the concerned order. No interest will be paid on the Earnest Money deposited with the Council.
6. **Validity of Bids:** The Bids should remain valid for 180 days from the date of Financial bid opening.
7. **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection. Conditional tenders will be rejected. Non-compliance of applicable General Information and Instruction will disqualify the Bid.

8. The tenderers should have Digital Signature Certificate (DSC) for filling up the Bids. The person signing the tender documents should be authorized for submitting the online e-tender.
9. The Financial Bid shall be filled in and signed by the authorized signatory online as per Pro-forma available at Central Public Procurement Portal e-tender system website <http://eprocure.gov.in/eprocure/app>. Offline Financial Bid shall not be accepted.
10. Tender must be uploaded in two separate covers marked Cover-1(Technical Bid) and Cover - 2(Financial Bid/BOQ). The contents of Cover-1 and Cover-2 shall be as follows:-

Cover -1:

The scanned copy of the following documents should be uploaded.

- i) General terms and conditions (as detailed in Annexure-C format) shall be duly signed & stamped as a token of acceptance and uploaded online by the bidder.
- ii) Scanned copy of signed and sealed copy of Annexure -G and Scanned copy of duly filled, signed and sealed copy of Annexure-B as per tender document.
- iii) Copy of the current and valid GST certificate.
- iv) The scanned copy of the Demand Draft for Rs. 7500.00 as EMD.
- v) Copy of list of AMC work in r/o computers, printers etc., done previously and the copy of AMC work certificate received from the agencies(enclose at least two)
- vi) No Relation Certificate & Declaration certificate(as detailed in Annexure - D & E respectively).
- vii) Scanned copy of duly signed and sealed 'Technical Specification' as detailed in Annexure - F (as a token of acceptance for maintenance of Computers, Printers, Scanners and accessories as per specification and quantity).

Cover - 2:

The Financial Bid i.e. Schedule of Price Bid in the form of attached BOQ Pro-forma shall be duly filled in and uploaded online by the bidder.

11. The financial bids of only those tenderers whose technical bids are found in order in all respects shall be opened.

12. The authorities of Visvesvaraya Industrial & Technological Museum, Kasturba Road, Bangalore - 560 001 who does not bind themselves to accept mere lowest tender and reserves the right to reject or accept any or all tenders wholly or partially without assigning any reason whatsoever.

VISVESVARAYA INDUSTRIAL AND TECHNOLOGICAL MUSEUM
KASTURBA ROD, BANGALORE – 560 001

TENDER NO. 2(4)P/AMC/Computers/ VITM /2024-25

TECHNICAL (Techno - Commercial) BID

Notes: ALL PARTICULARS/ INFORMATION SHOULD BE GIVEN IN THE FOLLOWING FORMAT WITH COMPLETE DETAILS.

01. Name of the tenderer :
02. Mailing address of the tenderer :
Including PIN/ZIP Code
03. Communication details like
Telephone numbers(s) :
Fax number(s) :
E-mail address :
Website :
04. GST No. :
05. PAN No. :
06. Registration under Shop & Establishment Act/
Partnership/Company etc. :
07. Following details should be submitted by the :
tenderer
a) Previous details of AMC of Computer, :
printers and Scanners etc.,
b) Work Completion certificate
received from other companies/firms
for the AMC of Computer, Printers,
Scanners etc.,

08. State detailed address and set up link where from :
support for maintenance during Warranty Period
shall be offered by the firm.
09. Payment :
(all payments shall be made only through e- transfer
within 15 days from the date of completion)
10. Validity of the offer for acceptance :
(minimum 30days from the due date of opening
of e-tender may be offered for acceptance).
11. Audited Annual Accounts for the last 3 years :

I/We here by declare that the above statements are true. I/We also declare that the decision of Visvesvaraya Industrial & Technological Museum regarding selection of eligible firm of AMC of Computers, Printers, Scanners etc., for opening of Financial Bid shall be final and binding on me/us.

Dated

Official Seal

**Signature of the Tenderer/
Constituted Attorney**

**VISVESVARAYA INDUSTRIAL AND TECHNOLOGICAL MUSEUM
KASTURBA ROD, BANGALORE – 560 001**

TENDER NO. 2/(4)P/AMC/Computers/VITM/2024-25

GENERAL TERMS AND CONDITIONS (GTC)

**For submission of tender for COMPREHENSIVE AMC of Computers, Monitors,
Printers, Scanners, laptops and accessories**

1. Order for AMC may be placed in phase or in Lump sum

1. SCOPE OF WORK

1. Comprehensive on-site maintenance, installation, firmware, trouble-shooting and restoration of hardware, operating system and software for equipment listed in annexure-F. The Comprehensive Annual Maintenance contract (AMC) inclusive of all tasks detailed below shall be for a period of three year.
2. The contractor shall be responsible for keeping the hardware fully operative by repairing/replacing faulty hardware and reloading concerned software Firmware in case of any hardware/OS crash or otherwise and solving the software problems in the hardware under AMC, which may occur due to malfunctioning of hardware or otherwise.
3. During the contract period also, any hardware can be shifted to any location/application within the VITM Premises. It will be the contractor's responsibility to relocate and maintain the hardware ordered for AMC installed at any location/for any application within the VITM, BANGALORE premises and within the list at Annexure-F.
4. The contractor shall help the hardware user in system administration activities and virus checking and cleaning.
5. Network connectivity of all equipment and nodes should be maintained under the contract. Any failure from hardware or software side should be rectified.
6. Contractor shall provide preventive maintenance and check-up once a quarter on every site and furnish a certificate to this effect, signed by the consignee, with the bill for each quarter.
7. Periodical network connectivity checking with suitable test equipment must be done as and when required. It includes LAN Switches/ Router/ LAN Connection etc.
8. Periodical installation and maintenance of Operating System, Device Drivers, and Application Software etc., must be done.
9. Subcontracting of the job will not be allowed.

10. The AMC will include maintenance and servicing of equipment (listed in annexure-F) and replacement of defective parts if any. Parts replaced have to be new equivalent or better in performance. Storage devices, if crashed, shall be replaced by new ones and the old defective device is to be deposited with the department without fail.
11. The AMC will be awarded on as is and where is basis. No claim for pre-AMC maintenance of computers and peripherals as well as cables/connectors/HUBs/Switches shall be entertained.
12. **One well-trained/qualified and experienced resident hardware engineer shall be deployed on site by the contractor to resolve the hardware, Software and network problems between 9:30 a.m. and 6:00 p.m. on all working days including holidays (Monday to Saturday).**The engineer deputed has to undergo a screen test with relevant documents of qualification and experience that will be approved by the Visvesvaraya Industrial and Technological Museum, Bangalore (VITM, BANGALORE). A probable list of the candidates may be sent to VITM for screening their technical abilities as per given documentary evidence. **In case VITM, BANGALORE finds any of the engineer to be unacceptable, he/she is to be replaced, Once an engineer is deputed with due approval of the VITM, he/she cannot be changed and replaced by the contractor without the permission of the VITM.** In the event of such unauthorized and un-called for changes, VITM, BANGALORE reserves the right to prematurely terminate the contract without any notice and in case of such termination security deposit of the contractor will be forfeited. The Service Engineer is eligible for one weekly off.
13. In case of any fault the contractor shall have to attend and rectify the fault within 24 hours of log booking (by computer cell or user). Fault may be booked telephonically by any supervisor or officer of the VITM, BANGALORE.
14. **Before taking the hardware under this agreement inspection need to be carried out by the vendor in presence of VITM representative.** No excuse towards neglecting the maintenance showing non-awareness of costly internal components or location of the equipment or the age and condition of the listed equipment after the acceptance of the contract will be entertained and due penalty clauses will be applied in such events of default.
15. Transportation and safety of hardware from VITM, BANGALORE site to repair centre and vice versa shall be sole responsibility of the contractor.
16. The obsolescence of components shall not be taken as an excuse for declaring faulty hardware Repair Not Possible (RNP). In case it becomes impossible to maintain the hardware due to obsolescence of the technology, the contractor, in order to maintain further, shall suitably upgrade them without any extra charge.
17. The decision of Curator or the Technical Officer, VITM shall be final on the functional acceptability of the repaired hardware.

18. Components used by the contractor will be from the sources, which are well established and are passed through strict inward goods inspection.
19. Repair of the hardware shall be done by contractor only. In no case repairing through subcontractors will be acceptable. If it is found that subcontractors are employed for the repair of hardware then this contract may be rescinded.
20. All hardware items of the systems in Annexure-F except consumables like Toner / ribbon cartridges shall be covered under the contract.
21. **It is mandatory for the tenderers to have their service centre and their office at Bangalore.**
22. After the end of contract, hardware will be handed over by the contractor to VITM, BANGALORE representative in same condition as at the time of entering into the agreement. No faulty hardware will be accepted by VITM, BANGALORE

2. CONTRACT

The Contract shall be valid for a period of 03 years on the same rates, terms and conditions from the date of signing of the agreement/issuance of LOI/Purchase order through GeM.

However, the contract shall initially be for 01 year and the contract may be extended beyond the first year on a year to year renewal basis maximum upto 03 years at the discretion of the authority of VITM, Bangalore. Therefore, the rate should be quoted strictly for 01 year basis only.

The first three months of the first year shall be trial period and based on the satisfactory service, it will be extended for the 09 months of the 01st year.

If the contractor fails to comply with the terms and conditions of the agreement, VITM, BANGALORE may terminate the agreement upon 30 days written notice to the contractor, specifying any such breach.

The quantum of work mentioned in the NIT is approximate and may be increased or decreased up to 25% of the quantity.

3. DELAYS IN CONTRACTOR'S PERFORMANCE

Delay by the Contractor in the performance of its contractual obligations regarding performance of services shall render the Contractor liable to any or all of the following sanctions:

- Penalty/cost of repairs as per clause 5.
- Termination of the contract for default. The termination of the contract for default shall be at risk and responsibility of the contractor.

If at any time during performance of the Contract, the Contractor encounters

conditions impeding timely delivery of the goods and performance of service, the Contractor shall promptly notify to VITM, BANGALORE in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Contractor's notice, VITM, BANGALORE shall evaluate the situation and may at its discretion extend the period of performance of the services ordered after mutual discussion with the Contractor.

4. Rights of VITM Bangalore

- a) VITM, BANGALORE reserves the right to accept or reject any or all the tenders in part or full, without assigning any reasons whatsoever.
- b) VITM, BANGALORE is not bound to accept the lowest tender.
- c) VITM, BANGALORE reserves the right, to award the work to one or more Bidders.
- d) VITM, BANGALORE reserves the right to terminate the contract at any time by giving one month's notice in writing without assigning any reason. In case of violation of terms and conditions of the contract or unsatisfactory maintenance of the systems, VITM, BANGALORE reserves the right to terminate the contract by giving 15 days' notice to the contractor and forfeit the security deposit.

5. PENALTY CLAUSE:-

Delay will be calculated from the date and time of lodging complaint to the contractor.

In case of delay in rectification of the fault beyond 48 hours, without proper justification, a penalty of Rs. 100/- per day per fault on Computer, Monitor, touch-screen & Printer shall be charged from the contractor and Rs. 300/- per day on Workstations will be levied.

In case of delay in rectification of the fault beyond 7 days, without proper justification, the penalty of Rs. 200/- per day per fault and on Workstations a penalty of Rs. 1,000/- per day per fault will be levied. In such an event, VITM, BANGALORE may get the faults rectified by third party and such cost of repairs shall have to be borne by the contractor, in addition to the penalty. In case contractor fails to pay the penalty and/or cost of the repairs (by third party) it shall be deducted from the security deposit/bill. The total penalty during the period of AMC, in each order, under this contract, shall not be more than 10% of the concerned order value. More than one half of a day shall be treated as a day.

6. **Earnest Money Deposit (EMD) of Rs. 8,000.00 is to be deposited by way of Demand Draft / Banker's Cheque drawn on any Nationalized / Scheduled Bank only (Not from any cooperative bank) in favour of "Director, Visvesvaraya Industrial & Technological Museum" payable at**

Bangalore only. EMD shall be returned to unsuccessful tender(s) immediately but not later than one month from the date of opening of the tender. No interest will be paid on the Earnest Money deposited with the Museum.

7. **Bid Security Declaration as per Annexure 'B' should be signed and uploaded by the Bidder**

8. **Payment:**

Quarterly payment of the AMC value shall be made at the end of the each quarter on presentation of bill in triplicate duly verified and certified to the effect that the Software and Hardware has been maintained and there has been no interruption of service. Preventive maintenance certificate as per clause 5 should be enclosed with the bill.

The agencies should have a valid GST Registration.

Necessary IT and WCT as applicable under the rules shall be deducted from the bill.

The contractor shall comply with the provision of the State/Central government rules and regulations under Minimum Wages Act 1948, Contract Labour (Regulations and Abolition) Act 1970, Employees Liability Act 1938, Workman's Compensation Act 1923, Industrial Disputes Act-1947 or any modifications thereof or any other laws relating thereto and rules made thereunder from time to time.

9. **Forfeiture of EMD:** In case the successful bidder fails to furnish security deposit or fails to submit the required documents at the time of agreement or does not turn up for agreement within the prescribed time limit, the EMD of the bidder shall be forfeited and the tender approval shall be cancelled.

Performance Security: The successful bidder will have to deposit the prescribed security (**3% of the approved tender value**) in form of DD payable to, **Director, Visvesvaraya Industrial and Technological Museum** Bangalore. No interest will be payable on Performance security in any case. Security deposit shall be initially for a period of 1 year. If the contract is renewed beyond the first year, the deposit shall remain with VITM till the completion of the total contract period. The security deposit shall be payable to VITM, BANGALORE as compensation for any loss resulting from the contractor's failure to complete its obligations under the contract.

The successful bidder shall have to sign the contract agreement and furnish the required **security deposit within 15 days of the acceptance of the tender.**

The security deposit is liable to be forfeited in case the bidder violates the terms and conditions of the agreement in any manner.

The rates of GST or other taxes as applicable should be clearly mentioned. Compliance to this shall be responsibility of the bidder.

The security deposit will be returned within one month of the expiry of AMC period of the last order under the contract, after deducting dues, if any, payable to VITM, BANGALORE.

In the event of breach of any terms and conditions or delay or default, the contract will be terminated and the security deposit will be forfeited by the VITM, BANGALORE.

Conditional tenders in modification to the terms and conditions given in this document are liable to be rejected.

The Computer Hardware that is to be considered under AMC will be in working condition at the time of starting of AMC.

10. SET OFF

Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by the VITM, BANGALORE and the same may be set off against any claim of the VITM, BANGALORE, or such other person or persons for payment of a sum of money arising out of this contract made by the contractor with the VITM, BANGALORE or such other person or persons contracting through VITM, BANGALORE.

11. ARBITRATION

In case of any dispute arising out of this contract between the Museum and the Contractor, the matter shall be referred to the sole arbitration of a person to be appointed by the Director General of National Council of Science Museums on receipt of an official request with details of the dispute, from either the Museum or the Agency. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to the contract. The submission shall be deemed to be submission to arbitration under the Arbitration and Conciliation Act, 1996 or any statutory modifications or reenactment thereof and of the rules made thereunder for the time being in force.

Name:

Capacity in which signed:

Date:

ANNEXURE - D

NO RELATION CERTIFICATE

THIS IS TO CERTIFY that I/We have no close relative as an Employee of this National Council of Science Museums or any of its constituents units (close relative means Father, Mother, Brother, sister, Son, Daughter and spouse) nor any such close relatives associated with us as Proprietor/Partner/Shareholder/Director and like.

Signature of the Tenderer,

Address with Office Seal and Date.

**VISVESVARAYA INDUSTRIAL AND TECHNOLOGICAL MUSEUM
(National Council of Science Museums)**

Kasturba Road, Bangalore - 560 001.

Tender for Comprehensive AMC of Computers, Printers, Scanners, Laptops and accessories at Visvesvaraya Industrial and Technological Museum, Bangalore.

Declaration

We do hereby accept the general terms and conditions as provided by the Visvesvaraya Industrial & Technological Museum, Bangalore for Tender for Comprehensive AMC of Computers, Printers, Scanners, laptops and accessories at Visvesvaraya Industrial and Technological Museum, Bangalore and also undertake to execute the work strictly as per the specifications of VITM, Bangalore as provided along with the tender document in the event of placement of any order on us. The Museum shall be at liberty to cancel the order in full or in part and also forfeit the Earnest money deposit or Security deposit in the event of failure of any of the above declaration made by us.

Signature of the Tenderer / Authorized Attorney

AMC OF COMPUTERS, MONITORS, PRINTERS, SCANNERS, LAPTOPS AND ACCESSORIES 2024-25.

Sl No.	Description	Quantity
1.	COMPREHENSIVE AMC OF COMPUTERS, MONITORS, PRINTERS, SCANNERS, LAPTOPS, NETWORKING ITEMS AND All ACCESSORIES at Visvesvaraya Industrial & Technological Museum, Kasturba Road, Bangalore- 560001 for a period of initially for 1 year	AS PER LIST ATTACHED

COMPUTER LIST 2024-25

Sl. No.	Sections	System Sl No	Configuration	Monitor (Lcd & Crt) Sl No
1	Admin	ACER AWP140T5438	Intel core2Duo 2.80Ghz, 1GB Ram,160GB HDD	HCL TFT 17 Inch 6125BG013106C
2	Admin	HP(DX7380) INA8120GHW	Intei core2Duo2.20Ghz, 1Gb Ram,160GB HDD	HCL TFT 17 Inch 443093202074
3	Admin	HCL 8123AA440766	Intel i3-2120,3.30Ghz, 2Gb Ram,500GB HDD	HCL TFT 18.5Inch AOCWFC2C4652567/H CHEEWBN21
4	Admin	HCL 6123AA408563	Intel i3-2120,3.30Ghz, 2Gb Ram,500GB HDD	Dell 17 Inch CN- 0V3664-64180-314- 1TAB
5	Admin	HCL 7086A4000895	Core 2 Duo (1.8 GHz),1GB Ram ,160GB HDD	17" TFT AOC- AOC8C4D63700557
6	Admin	Lenovo- PG0130DG	Core i5,4gb RAM, 1TB HDD	Lenovo 21 TFT- U1H3TA3M
7	Admin	HCL 5111AA860629	Core i5-3470.3.20Ghz, 2GB RAM,1TB + 120GB HDD	AOCWHF2C4652753
8	Admin	4CS42103Y0	ALL IN ONE- Core i5, 2GB Ram, 1TB HDD	-
9	Admin	HCL 9113AA344178	Core i5,4GB Ram, 320GB HDD	Dell 17 Inch CN- 03XNMH-64180-19Q- 1Z2C
10	Director	Dell VOSTRO 40X54Y1	Intel i3-3240,3.40Ghz, 4Gb Ram,500GB HDD	Dell TET19Inch CN0X0T4K-72872- 38TARFU
11	Director	Dell VOSTRO 8YV54Y1	Intel i3-3240,3.40Ghz, 4Gb Ram,500GB HDD	Dell TET19Inch CN0X0T4K-72872- 38TARFU
12	Director	HCL 3106A4113285	Intel core2Duo2.90Ghz, 2Gb Ram,320GB HDD	HCL TFT18.5Inch 4116BG007389C
13	EWS	ACER AWP140T54381 04727LE	Core2Duo 2.20Ghz, 1Gb Ram,160GB HDD	AOC- AOCJNR2B3001043
14	EWS	-	-	Lenovo V5CCM967
15	EWS	-	-	Dell CN-0X0T4K- 72872-38I-CYAB

16	EWS	Dell VOSTRO 9Q8PQ12	Core i3, 4GB RAM, 500 GB	Dell CN 0X0T4K- 72872-42D-DE6U
17	F&A	HCL 8123AA441487	Core i3, 2GB RAM, 500 GB	HCL 18.5 TFT - B86122807892
18	F&A	HCL 9101AA217058	Core 2 Duo, 2GB RAM, 320 GB + 250GB + 250GB HDD	HCL 9101BG211110
19	F&A	HP 1N121807RY	Core i5, 8GB RAM, 1TB + 250 GB HDD	HP CN42220L7H
20	F&A	HCL 9113AA246376	Intel Core i3, 2GB Ram, 320 GB HDD	Dell CN-001Y42- FCC00-87A-A2LB-A04
21	F&A	Spectra - SD200031718	SDT (I13000) - Core i3,9th gen, 4gb RAM, 1TB HDD	Spectra 24 LED Monitor - 245F2020509
22	F&A	Spectra - SD200031719	SDT (I13000) - Core i3,9th gen, 4gb RAM, 1TB HDD	Spectra 24 LED Monitor - 245F2020610
23	F&A	Lenovo - PG0130D9	Lenovo Core i5,4gb RAM, 1TB HDD	Lenovo 21 TFT- U1H5PXC3
24	Civil	HP INA512S90G	Core i3, 2GB RAM, 500 GB	HP LCD 6CM5052NV8
25	Civil	Lenovo PG005G3G	Intel Core i3, 4GB, 500 GB	HCL 4115BG008486C
26	EDU	Dell vostro 8PV54Y1	Intel i3-3240,3.10Ghz, 2Gb Ram,500GB HDD	HP 6CM5051ZK7
27	EDU	HCL 910AA217104	CORE 2 DUO, 4GB Ram, 320GB HDD	HCL-472105110806
28	EDU	Dell Vostro 9XWWLV1	Intel i5-2.80Ghz, 4GB Ram, 500GB HDD	Dell 21.5Inch CN- 0PGH7F-74261-25T- 14DM
29	EDU	HP INA512S930	Intel Core i3, 4GB Ram, 500 GB HDD	AOC- AOC8C4D63701028
30	EDU	-	-	AOC- AOCJNZ2C3300148
31	Arts	PC0KNTU9	Lenovo Workstation Intel Xeon 32gb RAM, 3TB HDD	HP- 3CM6450MCK
32	Arts	PC0KNTU8	Lenovo Workstation Intel Xeon 32gb RAM, 3TB HDD	AOC- AOCJNR2B3000191
33	ART	Assembled	Core i7 8GB RAM, NVIDIA Quadro 2000, 1TB HDD, DVD RW,	Dell CN-001Y42- FCC00-87A-A21B-A04
34	Arts	HCL 2103A1293374	Core 2 V Pro(3GHz)/2GB Ram/300GB HDD/ Graphics 512MB	-

35	Arts	HCL 5111AA860628	I5,3.20Ghz 2GB RAM,HARD DISK 500GB	HCL LCD 2105BG2231436,18.5In ch
36	Arts	-	-	HCL 18.5 Inch 4115BG007968C
37	LIB	HCL 3063A1066232	Pentium4 2.93Ghz 1Gb Ram 80GB HDD	HCL 18.5Inch 486113006002
38	LIB	HP INA512S8NB	Core i3, 2GB RAM, 500 GB HDD	HP LCD 6CM5052NVF
39	S&P	HCL 9074A2138835	Pentium D 3.0Ghz 512MB Ram 160GB HDD	Samsung 23Inch Led ZVETHTPC400103V
40	S&P	HP INA512S935	Intel Core i3, 2GB RAM, 500 GB HDD	Acer 31300100624
41	S&P	Lenovo PG0130DC	Intel Core i5, 4GB RAM, 1 TB HDD	Lenovo U1H3NV71
42	S&P	HP ALL IN ONE 4CS42103XK	Core i5, 4GB RAM, 1 TB HDD	-
43	S&P	Acer 5W.40971.562	Intel core2Duo 2.80Ghz, 1GB Ram,160GB HDD	Dell CN-0NN41N- 74261-281-0KJL
44	MWS	Lenovo PG0125D8	Intel Core i3, 4GB RAM, 1 TB HDD	HP 6CM9290LKX
45	MWS	Lenovo PG013N37	Intel Core i3, 4GB RAM, 500 GB HDD	HCL 3095BG191687
46	Auditorium	Lenovo PG004DP1	Core i3, 4GB RAM, 500 GB	-
47	Auditorium	HP INA423YV3D	Core i5, 4GB RAM, 500 GB	-
48	COA	HCL 9093AA098265	Core 2 Duo, 2GB RAM, 250 GB	HP 6CM5052M7B
49	COA	-	-	HCL 443094801501
50	CURATOR	Lenovo PC1SH1MZ	Xeon workstation, 64GB RAM2TB + 500GB HDD	HP 3CM6320CZL
21	AEE	1NA028R8P4	HP Core i7, 16GB Ram, 1TB HDD	HCL 9101BG211502
52	Idea lab	-	-	Dell CN-029N1V- QDC00-32H-0KRB-A04
53	CURATOR	Assembled	Core i7 8GB RAM, NVIDIA Quadro 2000, 1TB HDD, DVD RW,	HP 6CM4283VQP
54	CURATOR	3133AA576166	HCL Core i5, 8GB Ram,500GB + 250GB HDD	23" Inch View sonic Touchscreen UPV191000149

55	Director	-	-	Lenovo 27" Inch Screen - VNA4WB5M
56	Director	Dell Laptop JXJP3BS	160GB HDD, VD Writer, Wifi, Bluetooth and 4GB Ram	-
57	Director Laptop	5CG936BYCY	HP ELitBook X360 830g6, Core i7,8GB Ram Touch screen	-
58	FUN S	HCL 3053A1039513	Intel Xeon cup 513 2Ghz 2GB Ram,500Gb HDD	No
59	Engine hall	Assembled PC workstation	Win XP OS	
60	3D	HP 2UA7460208	Intel Xeon cup 513 2Ghz 2GB Ram,500Gb HDD	No
61	3D	HP 2UA7460204	Intel Xeon cup 513 2Ghz 2GB Ram,500Gb HDD	No
62	CSG	HCL 8084AM070467	Dual Core2.00Ghz 1GB Ram/160GB	Lenovo 23 TFT
63	CSG	PG015DD6	Lenovo Core i5,4gb Ram, 1TB HDD	
64	ETG	HCL 1096A4112316	Core2Duo 2.66Ghz 1Gb Ram,160GB HDD	HCL LCD 6095BG299121
65	ETG	HCL 1096A4112317	Core2Duo 2.66Ghz 1Gb Ram,160GB HDD	NO
66	ETG	HCL 1096A4112319	Core2Duo 2.66Ghz 1Gb Ram,160GB HDD	TFT 17Inch 782083301309
67	ETG	HCL 1103AA264665	Core 2 Duo 3.66 GHz, 2GB, 500GB HDD	NO
68	ETG	HCL 9101AA217086	Core 2 Duo 2.93 GHz, 1GB, 160GB HDD	TFT 17 Inch 782073305821
69	ETG	HCL AO86A4074557	Core 2 Duo 3.00 GHz, 512MB Ram,80GB HDD	Touch Screen AOCWHMAD91400081
70	Space	HCL A063A1154880	Pentium D (2.8Ghz)/1GB/160GB	AOC Monitor AOCJNR2B3000751
71	Space	HP 4CE80605SL	Core i7, 2TB HDD, 16GB RAM	65" Inch Multi touch Screen Sharp Make
72	Space	HCL 4121AA233639	Core i3, 500 GB HDD, 2GB RAM	
73	Space	HCL 2133AA551845	Core i3, 500 GB HDD, 2GB RAM	
74	Space	HCL 2133AA552501	Core i3, 500 GB HDD, 2GB RAM	

75	Space	Lenovo R3028LVH	Core i3, 500 GB HDD, 2GB RAM	HCL 18.5 TFT
76	Space	Lenovo R3028LVR	Core i3, 500 GB HDD, 2GB RAM	HCL 18.5 TFT
77	Space	Dell 1801935688546	Dell Optiplex 5050 Core i5, 1TB HDD, 8G RAM	
78	Space	Lenovo R3028LWD	Core i3, 500 GB HDD, 2GB RAM	HCL 18.5 TFT
79	Space	Lenovo R3028LWL	Core i3, 500 GB HDD, 2GB RAM	HCL 18.5 TFT
80	Space	Lenovo R3028LVF	Core i3, 500 GB HDD, 2GB RAM	HCL 18.5 TFT
81	Space	Lenovo R3028LXH	Core i3, 500 GB HDD, 2GB RAM	HCL 18.5 TFT
82	Space	Lenovo IS10ASA07IHPG00MXAG	Core i3, Nvidia 4 Port Graphics card	23" View sonic Touch Screen-1 23" HP LED Monitors- 2 nos
83	Space	INA545TB9B	HP Core i3, 500GB HDD, 4G RAM	23" Inch View sonic Touchscreen
84	Space	HP SGH525QGNW	HP Xeon workstation, 2Tb HDD, 8GB RAM, 1GB Nvidia Quadro	
85	Space	R302N4AQ	HP Core i3, 500GB HDD, 4G RAM	23" Inch View sonic Touchscreen
86	Space	4CE80605SK	HP Core i5, 4GB RAM, 500 GB HDD	
87	Space	INA545TB9C	HP Core i3, 500GB HDD, 4G RAM	
88	Space	HP INA623SHKY	HP Core i5, 4GB RAM, 500 GB HDD	
89	BTG	Dell 1801935682298	Dell Optiplex 5050 Core i5, 1TB HDD, 8G RAM	HP 23 Touch screen - 6CM7430L89
90	BTG	Dell 1801937277603	Dell Optiplex 5050 Core i5, 1TB HDD, 8G RAM	27" Inch screen
91	BTG	PG015DDB	Lenovo V520 Core i5, 1TB HDD, 4G RAM	23" Inch screen
92	BTG	PG015DE1	Lenovo V520 Core i5, 1TB HDD, 4G RAM	HP Elite Display 23" Touch Screen - 6CM7430LFC
93	BTG	INA617QLP6	HP Core i5, 4GB RAM, 500 GB HDD	65" Inch Multi touch Screen Sharp Make
94	BTG	PG013N7M	Lenovo Core i3, 1TB HDD, 4G RAM	ViewSonic 22" touch Screen -

				T8X174951076
95	BTG	HCL 3133AA584783	Core i5, 2GB RAM,500 GB HDD	
96	BTG	HP CNV7430SCT	Core i7, 4GB RAM,1TB HDD	27" Inch screen
97	BTG	HP CNV7430SD0	Core i7, 4GB RAM,1TB HDD	-
98	BTG	CNV7430SFD	HP Core i3, 4GB Ram, 1TB HDD	LH-32DM300DX
99	BTG	WHYDC A00	Core i5, 16GB RAM,1TB + 250GB HDD	23" Inch screen
100	BTG	Dell 1801915596782	Core i5, 8GB RAM,1TB HDD	23" Inch screen
101	BTG	Dell 1801933651393	Core i5, 8GB RAM,1TB HDD	23" Inch screen
102	BTG	CNV7430SDP	HP Lenovo core i3 7th gen, 4GB Ram, 1TB HDD	13.3 Inch HDMI LCD Screen
103	Reception	NJ Data- NJ19248R1176	NJ data systems CPU - Core i5, 4GB Ram,1 TB HDD	Viewsonic 24 inch touch screen
104	Reception	35206395661	Core i5, 2GB RAM, 500GB HDD	32" Sharp Inch Touch Screen
105	Reception	PG01Q9EE	Lenovo Core i3, 4GB RAM, 1TB HDD	23" Inch Touch screen
106	Reception	1N11340061	Core i5, 8GB RAM,1TB HDD	Dell CN-001Y42- FCC00-87A-A22B-AO4
107	Security	HCL 2133AA552503	Intel Core i3, 2 GB, 500 GB	HCL AOCWHF2C4652916
108	CCTV Camera	Lenovo PG004DNM	Core i3, 2GB RAM, 500 GB	HP 6CM5052M7B
109	Conference Room	Lenovo PG015SXY	Core i5, 4GB RAM,2TB HDD	Lenovo U1H6H0V6
110	Computer	HP INA501Z4WS	Core i5, 8GB RAM, 1 TB	Dell CN-029N1V- QDC00-32H-0RJB-A04
111	Computer	PG0130CG	Lenovo Core i5, 1TB + 500GB HDD, 4GB RAM	Viewsonic 24 inch touch screen T8X1629A1026
112	Computer	HP INA625T4D0	Intel Core i7 16GB RAM 2TB HDD	AOC LCD JNZ2C3300171
113	Computer	PC0KNTUA	Lenovo Workstation Intel Xeon 32gb RAM, 3TB HDD	AOC LCD JNR2B3001237
114	Computer	HCL B101AH372789	Core i7 (2.67 GHZ)/4GBRam/500GB	Dell CN-001Y42- FCC00-87A-A28B-AO4

			+ 1TB HDD	
115	Computer	4CE0181RZ7	Intel Xeon Bronze, 64GB Ram,500GB + 1TB HDD	HP 3CM5250X5Y
116	Computer	4CE0181RZ6	Intel Xeon Bronze, 64GB Ram,500GB + 1TB HDD	-
117	Computer	HCL 3113AA117361	Core i5, 2GB RAM, 300 GB	HCL 782083300225
118	Computer	-	-	HP 63CM43805XN
119	Computer	HCL 2133AA552561	Core i3, 2GB RAM	-
120	Computer	INA625T4LW	HP Core i7, 16GB RAM, 2TB HDD	-
121	Computer	HCL 1103AA264657	Core 2 Duo (3 GHz)/2GB/500GB	-
122	Computer	HCL 3143AA825727	Core 2 Duo (3 GHz)/2GB/500GB	-
123	Computer	HP INA81205GR	Intel Pro V (2.3Ghz)/512MB/160G B	-
124	Computer	Lenovo R302Q4GM	Core i5, 4GB RAM, 1TB HDD	Lenovo V5CCM940
125	Computer	HCL 5076A4064739	Pentium Dual core (2.8Ghz)/1GB/160GB HDD	Lenovo V5CCM953
126	Computer	CNV7430SFC	HP Core i3	Acer 23.5" Touch Screen monitor ETLN40W01103400026 4300
127	Computer	-	-	Dell 6E37T04001CJH4D01Q Q
128	Computer	-	-	Dell 24" Inch Touch Screen CN-0V58KG- WSL00-299-E8ZL-A21
129	Computer	Lenovo PG01XALZ	Intel Core i3, 4GB RAM, 1 TB HDD	-
130	Computer	Lenovo PG01XANQ	Intel Core i3, 4GB RAM, 1 TB HDD	Lenovo V5CCN000
131	Computer	HP INA501Z4XH	HP Core i5, 4GB RAM,500 GB HDD	-
132	Computer	CDFR8R1	Dell Core i5,500GB HDD, 4 GB RAM	-

PRINTERS AND SCANNERS LIST 2024-25

Sl. No.	Section	Serial No	Configuration
PRINTERS			
1	Admin	GAS62B011290	TVS HD 745
2	Admin	KNVV04008	Canon GM4070
3	AO	MY84B2106Z	HP Officejet K7108
4	Art	CNB8D3XX14	HP Laserjet Pro 300 Color MFP M375nw
5	Bio Metric	JNWY442315	EPSON LX-300 II
6	Director	CNCFY76641	HP Laserjet 1020 Plus
7	EWS Curator	CNB7H3L69B	HP Laserjet Pro MFP M226DW
8	EWS	CNK2N28273	HP Laserjet P3005dn
9	F&A	CNCH116844	HP Laserjet 1020 Plus
10	F&A	CNCH972581	HP Laserjet 1020 Plus
11	Library	CN683GM1SK	HP Deskjet F380
12	S&P	KAGD3001112	TVSE MSP455XL Classic
13	S&P	CNCH435800	HP Laserjet 1020 Plus
14	S&P	KNVV05772	Canon GM4070
15	MWS	ADHF00766	Canon Pixma iX6770
16	Director Office	CN49G130FY	HP Deskjet Ink Advantage 3545
17	Director		HP Color laser Jet pro MFP M479fdw
18	Computer	VNC7D00393	HP Laserjet Color Pro - M254dw
19	Education	KLLM04321	Canon G4010 Color Printer
20	Civil	X2QM025060	EPSON L385
21	AEE	VJ5K399024	EPSON L130
22	Ticketing	X5Y037404	EPSON TM-T82X
23	Ticketing	X5Y023335	EPSON TM-T82X
24	Ticketing	MAF4ZD002708	TVS MSP 450 STAR
SCANNERS			
25	MWS	CN49PSA1VR	HP Scanjet 5590
26	F&A	4DE120	Canon Scanner
27	Computer	CN948B603W	HP Scanjet Pro 3500f1
28	S&P	ACVB00374	CanoScan 9000F

PROFORMA AGREEMENT

ARTICLES OF AGREEMENT made at Bangalore this day of 2024, between the Visvesvaraya Industrial and Technological Museum, Kasturba Road, Bangalore - 560 001 (under the National Council of Science Museums, a Society registered under the Societies Registration Act of West Bengal, 1961) hereinafter referred to as 'the Museum' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns on the One Part and M/s, Bangalore - 560 001 (hereinafter referred to as 'Tenderer' which expression shall unless repugnant to the context or meaning thereof include their heirs, executors, administrators, successors, legal representatives and/or assigns) on the Other Part.

WHEREAS the Museum is desirous of getting the service of Comprehensive Annual Maintenance Service Contract of Computers, Monitors, Printers, Scanners, Laptops, and accessories like memory, hard disk, motherboard, touch screen, keyboards, mouse, web cam, connectors, cables, SMPS and maintenance and upkeep of Operating systems in LAN etc., at Visvesvaraya Industrial and Technological Museum, Kasturba Road, Bangalore - 560 001, Bangalore and VITM Bangalore issued a NOTICE INVITING TENDER (including Annexure), schedule of quantities and detailed scope of specifications describing the scope of work and conditions of contract (which shall form the integral part of this contract).

AND WHEREAS the offer made by the said Tenderer in response to the said NIT has been accepted and accordingly, letter of intent (which also forms part of this agreement) was issued to the successful Tenderer vide letter awarding the work of Comprehensive Annual Maintenance Contract of Computers, Monitors, Printers, Scanners, Laptops etc., and as per required specifications and quantity.

Contd ...

NOW THEREFORE, IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. In consideration of the payments to be made to them as hereinafter provided the Tenderer shall upon and subject to the conditions herein contained execute the work for a period of one year (Comprehensive Annual Maintenance Contract) (as defined under NIT clause since the rate contract will be tenable for a period of twelve months) and as per the required specifications, quantity and priced schedule furnished along with the N.I.T. which shall form an integral part of the agreement.
2. The Museum shall pay to the Tenderer such sum as shall become payable hereunder at the time and in the manner specified in the said conditions.
3. The Notice Inviting Tender (including Annexure), Conditions of Contract, Priced Schedule of Quantities and specifications shall form the basis of this agreement and the decision of the Centre, in reference to all matters or disputes shall be final and binding on the Tenderer.
4. The Tenderer shall attend and rectify minor complaints on the same day or latest by next day. The complaints of the Museum shall be given due priority. Generally, minor complaints would include complaints relating to operating system corruption, software loading and up-dation, loading of device drivers, printer setting, etc. In case of major complaints, the equipment shall be set right and repaired to bring it in working condition within 24 hours of log booking the fault. However, if detected as a major fault, the stand-by unit shall have to be provided by the Tenderer normally on the same day and in any case not later than 12.00 noon on the following day so that the work of the user does not suffer. The provision of stand by unit does not absolve the Tenderer from the responsibility of repairing the fault early. If the faulty equipment is not rectified or installed within five days from the date of reporting or the fault penalty would be levied from the date of complaint as per the provision of this contract. Generally, the major complaint would include the complaint where some components\part\assembly is required to be changed.
5. The Tenderer shall keep sufficient number of spare such as CPUs, monitors, keyboards, mouse, printers, HDDs, cables etc. as standby so as to put these in service whenever required. Any cost incurred towards transportation of the faulty \ repaired as well as standby equipment shall be borne by the Tenderer.
6. The Tenderer shall be required to hand over all the equipment in working condition at the time of termination of the contract, otherwise the

equipment found faulty shall be made good at his risk and cost by arranging its repair from external agencies.

7. The Tenderer shall arrange the requisite documentation and maintenance of necessary records etc. as required for processing the quarterly payment during the period of AMC. He shall submit a copy of documents\maintenance records to this Museum as and when required for reference.
8. The Tenderer shall not transfer the contract or any benefit or liability there under to any persons or companies.
9. The Tenderer shall get the maintenance of the equipment, including the cleaning thereof done by his maintenance staff solely at his own risk. This Museum shall not in any way, be liable to make any payment, incur any expenditure or face any law suit in any court of law for any injury or death suffered by the Tenderer's maintenance staff during the course of maintenance under this AMC.
10. The Tenderer shall provide regular preventive maintenance service once in a quarter and will attend breakdown calls immediately. Failure to attend a call within 03 hours of receipt of complaint and to set right the fault, within 24 hours will be treated as default of the contract.

The contract shall be valid for a period of one year from the date of issue of letter of intent for awarding the AMC. This Museum however, reserves the right to extend the term of the contract beyond its normal validity period of one year, for a period up to and not exceeding one year, on the same rate, terms and conditions, subject to the consent of the Tenderer.

11. The contract can be terminated by this Museum at any time without notice in the event of gross damage to Museum property due to Agency's failure or persistent failure in providing satisfactory services to this Museum and the decision of the Museum in this regard shall be final and binding to the Tenderer.
12. This Museum reserves the right to abandon or terminate the contract at any time without assigning any reason, after giving three months notice to the Tenderer. In the event of services/works being found unsatisfactory and /or not according to the specifications and standards laid down in the contract, the contract may be terminated at one month's notice after giving an opportunity to the Tenderer to show cause as to why such an action should not be taken.
13. In the event of termination of the contract on account of unsatisfactory services, this Museum shall not accept any responsibility for any loss suffered by the Tenderer and in case of termination of contract on

account of unsatisfactory/sub-standard services, this Museum shall be at liberty to get the job completed from the alternative sources at the risk and cost of the Tenderer.

14. The Tenderer shall submit its bill towards the charges for the annual maintenance services in four quarterly installments after the end of each quarter and the payment shall be released subject to recoveries if any, as specified above.
15. This Museum shall deduct such taxes/duties and other statutory levies imposed by the Govt. and no escalation in the price whatsoever is allowed.
16. This Museum shall review the status of pending complaints with the Tenderer from time to time and if it is found that many complaints (05 or more) required repair of Computers, Monitors, Printers, Scanners, Laptops are pending for over a month, Museum reserves the right to withhold the payment of quarterly bills temporarily till all pending complaints are attended to.
17. At the time of expiry of contract, all the equipment under maintenance shall be handed over by the contractor in working condition so that handing over of AMC to the next Tenderer takes place in a smooth manner.
18. Any equipment not made available in working condition on the last working day of the contract period shall be rectified/repared by the Tenderer within next 10 working days, failing which the equipment shall be got rectified from alternative source and the cost thereof shall be deducted from the AMC payment bill.
19. The Tenderer shall provide services for 10 working days from the date of expiry of the contract for the smooth transfer of the AMC to the new Agency without any extra cost. Any equipment which is not in working condition till last hour of the AMC contract period shall be rectified by the outgoing AMC contractor without any extra cost to this Museum during the said period of 10 working days.
20. All disputes and differences between the Tenderer and the Museum of any kind, except quality of repair and spares used during the repair work whatever arising out of or in connection with this AMC on the carrying out of works (whether during the progress of the work or after its completion and whether before or after the determination, abandonment or breach of the contract) shall be referred to sole arbitration of a person to be appointed by the Director General, National Council of Science Museums, on receipt of an official request with details of the dispute, from either the Museum or the Tenderer as per Clause 10 of section III of the said

conditions of N I T. The provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and of the rules made there under for the time being in force shall apply to arbitration proceedings under this clause.

In witness where of the parties have set their respective hands the day and the year and the place herein above written.

Signed by for and on behalf of Visvesvaraya Industrial and Technological Museum, Bangalore

In presence of (1)

(2)

Signed by the said Contractor

In presence of (1)

(2)