



**GOVERNMENT OF INDIA  
PRINCIPAL ACCOUNTS OFFICE  
MINISTRY OF EARTH SCIENCES**

**A-20, Mausam Bhawan  
Lodi Road, New Delhi  
110003  
Ph: 011-24642151, 52  
Date: 16.11.2017**

**Limited Tender Enquiry – Comprehensive Annual Maintenance Contract of Computers, UPS, Printers and Servers of Departmental Accounting Organisation, Ministry of Earth Sciences (MoES)**

Sealed tenders (both technical and commercial) are invited from the reputed and experienced Service provider/Firm/Supplier/Contractors for Comprehensive Annual Maintenance Contract of Computers, UPS, Printers and Servers for a period of minimum one year to Departmental Accounting Organisation, Ministry of Earth Sciences, which can be extended for further years on the same terms and conditions, if services are found satisfactory.

2. Sealed tenders complete in all respect superscribed as "**Tender for Comprehensive Annual Maintenance Contract of Computers, UPS, Printers and Servers in Departmental Accounting Organisation, MoES, New Delhi**" must be submitted to the Sr. Accounts Officer (Admn), Pr. Accounts Office, MoES latest by **08.12.2017 up to 12.00 Noon** or may be sent to address mentioned in the tender document. The tender document must be accompanied with an EMD of Rs. 3,000/- (Rupees three thousand only) as prescribed in tender document valid for a period of forty five days beyond the final bid validity period. The price bid of only those bidders will be opened whose technical bids would clear the technical evaluation.

3. The tenders will be opened on **08.12.2017 at 15:00 Hrs.** The Controller of Accounts, MoES reserves the right to accept or reject any or all tenders in part or full without assigning any reason. The tenderers or their authorized representatives may attend opening of tender document on 08.12.2017.

-sd-

**Sr. Accounts Officer (Admn.)  
011-24642151**

**Copy to :-**

1. IT Section of MoES with the request to upload the RPF on website of the MoES.



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Date: 16.11.2017**

**REQUEST FOR PROPOSAL**

**Invitation of Bids for Comprehensive Annual Maintenance Contract of Computers, UPS, Printers and Servers in Departmental Accounting Organisation, MoES, New Delhi.**

- 1 Bids (Technical & Commercial) in separate sealed cover are for Comprehensive Annual Maintenance Contract of Computers, UPS, Printers and Servers listed in Part II of this RFP. Please super scribe the above mentioned Title, RFP number and date of opening of the Bids in the sealed cover to avoid the Bid being declared invalid. Both the envelopes must be enclosed in a third sealed envelope and superscribed with the Tender number and due date.
2. The address and contract numbers for sending Bids or seeking clarification regarding this RFP are given below:

a.	Bids/queries to be addressed to	Sh. Madhukar Gupta , Sr. A.O.(Admn), Pr. Accounts Officer, MoES
b.	Postal address for sending the Bids	Principal Accounts Office (Admn), Room No. A-20 Mausam Bhawan, Lodhi Road, New Delhi
c.	Name/designation of the contact personnel	Sh. Madhukar Gupta, Sr. A.O.(Admn), Pr. Accounts Office(Admin)
d.	Telephone number	011-24642151
e.	email id's of contact personnel	<b>prao_moes@yahoo.com</b>
f.	Fax number	011-24642151

3. This RFP is divided into five parts as follows:
  - a. **Part I:** Contains General Information and instructions for the Bidders about the RFP such as the time, cost of tender document, EMD, place of submission and opening of tenders, Validity period of tender etc.
  - b. **Part II:** Containing essential details of the services required, such as the Schedule of Requirements (SOR), Scope of work, Technical details and eligibility criteria, details of Pay & Accounts Offices and their address.

- c. **Part III:** Contains Standard Conditions of Contract, which will form part of the Contract with the successful Bidder.
- d. **Part IV:** Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.
- e. **Part V:** Contains Evaluation Criteria and Format for Price Bids.

This RFP, is being issued with no financial commitment and the customer reserves the right to change or vary any part thereof at any stage. Customer also reserves the right to withdraw the RFP, should it become necessary at any stage.

### **Part-I - General Information**

**1. Last date and time for depositing the Bids: 08.12.2017 at 12.00 Noon.**

The sealed Bids should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.

- 2. Manner of depositing the Bids:** Sealed Bids should be either dropped in the Tender Box marked as “for Comprehensive Annual Maintenance contract of Computers, UPS, Printers Servers” in Room No. A-20, Mausam Bhawan, Lodhi Road, New Delhi or sent by registered post at the address given in para (2) at first page so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/non-receipt of the tender document.

**3. Time and date for opening of Bids: 08.12.2017 at TIME 15:00 Hrs**

(if due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as limited by the customer).

**4. Location of the Tender Box:**

**Room No. A-20, Mausam Bhawan, Lodi Road, New Delhi 110003.**

Only those Bids that are found in the tender box or handed over to Sr. Accounts Officer (Admn), Pr. AO will be opened.

**5. Place of opening of the Bids:**

**Room No.A-20, Mausam Bhawan, Lodi Road , New Delhi.** The Bidders may depute their representatives duly authorized in writing, to attend the opening of technical Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.

**6. Forwarding of Bids:**

Bids should be forwarded by Bidders under their original memo/letter pad *interalia* furnishing details like GSTIN., Bank address with NEFT Account etc. and complete postal & e-mail address of their office.

**7. Clarification regarding contents of the RFP:**

A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the customer in writing about the clarifications sought not later than 10(ten) days prior to the date of opening of the Bids. Copies of the query and clarification by the customer will be sent to all prospective bidders who have received the bidding documents.

**8. Modification and Withdrawal of Bids:** Bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the customer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the customer not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.

**9. Clarification regarding contents of the Bids:** During evaluation and comparison of bids, the customer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

**10. Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.

**11. Unwillingness to quote:** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.

**12. Validity Of Bids:** The Bids should remain valid for three months from the date of tender opening.

**13. Earnest Money Deposit:** Bidders are required to submit Earnest Money Deposit (EMD) for amount of Rs. 3,000/- (Rupees Three Thousand Only) along with their technical bids. The EMD may be submitted in the form of an Account Payee Demand Draft/Banker's Cheque in favour of PAO(Sectt), MoES, New Delhi. EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30<sup>th</sup> day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organisation (e.g. DGS&D), National Small Industries Corporation (NSIC) or with MoES. Certificates in such case must be enclosed. The EMD will be forfeited if the bidder withdraws or amends impairs or derogates from the tender in any respect within the validity period of their tender.

**14. Two bid system:** This tender will observe a two bid system. Technical bid should contain EMD, Documentary evidence in support of eligibility etc. as mentioned below in para 2 of PART II. Financial bid should contain only rates quoted by the firm. Only the technical bids would be opened on the time and date mentioned above. Date of opening of commercial bid will be intimated after acceptance of technical bids. Commercial bids of only those firm will be opened, whose technical bids are found compliant/suitable after technical evaluation is done by the customer.

**Part II – Essential details of Items/ Services required**

**1. Schedule of Requirements:** List for Comprehensive Annual Maintenance contract of Computers, UPS, Printers and Servers for Departmental Accounting Organisation, MoES alongwith the name of offices are given below:-

Sl. No.	Particulars	Quantity
1.	Server – HP Server – Dell	01 02
2.	Desktop – Dell/Lenovo/HP/HCL	51
3.	Multifunctional Printers/Colour Printer/Black & White Printer/Fax Machine	24
4.	Smart Power UPS -03 Other Make UPS – 15 Online UPS for server – 01 Uniline 1Gbt -01 UPS Pulestech (EEU) – 05 UPS Uniline - 02	27

**2. Technical Details & Eligibility Criteria:**

- (i) The firm should have GSTIN (if applicable) and Income Tax clearance Certificate/ IT Returns for last 03 years must be attached.
- (ii) The firm should have at least 5 Years’ experience in maintenance of Computers/UPS/Printers and servers etc in at least two Government Departments preferably a Departmental Accounting Organization to meet the requirement of this office with regard to implementation of COMPACT, e-payment, e-Lekha, PFMS, Comp-DDO etc.
- (iii) Firm must provide customer satisfaction letter from at least two customers from Govt. department preferably Departmental Accounting Organization while submitting the technical bids.
- (iv) Firm must have sufficient numbers of qualified and experienced engineers. The engineers must have knowledge and experience of COMPACT, e-payment, e-Lekha, PFMS, Comp-DDO etc.
- (v) Establishment of the firm must be more that 05 years old.

- (vi) The firm must provide details of its Bank Account with any scheduled commercial bank. Payment will be made in this account through online payment mode.
- (vii) The firm/contractor must submit documentary evidence in support of fulfilling eligibility criteria mentioned above.
- (viii) The EMD must be enclosed alongwith technical bid only.
- (ix) A declaration must be furnished by firm that there is no complaint/vigilance inquiry against them in any Govt./Department/PSU and they have not been black listed or debarred by any Govt/Department/PSU.
- (x) Financial bid shall not be enclosed with technical bid.

### **3. Scope of work**

1. The scope of work covers comprehensive maintenance of Personal Computers, Servers, Printers, Scanners, UPS etc. mentioned in Para (1) of Pat-II of RFP in the Pay & Accounts Offices of DAO, MoES.
2. To provide technical support to manage COMPACT, e-payment, e-Lekha, PFMS, Comp-DDO etc. Assisting in periodical backup, installation of patches, installation of compact servers and primary & mirror servers etc.
3. The Scope of work also includes maintenance of software procured by DAO, MoES and installed in the computers and peripherals.
4. The scope of work covers providing assistance from 09:00 Hrs. to 17:30 Hrs. on all working day. Assistance may also be required on Saturdays and Sundays or after working hours in weekdays.
5. The Bidder/Firm shall also be responsible for cleaning of all hardware's using suitable cleaning material and equipment. Each equipment has to be cleaned once in a month regularly.
6. Firm shall be responsible for preventive maintenance alongwith virus detection and corrective maintenance of the computers and peripherals under AMC and also maintenance of software once in a month on a mutually agreed date. Monthly report on this shall be produced to respective PAOs failing which appropriate penalty would be imposed.
7. The Bidder/Firm shall maintain the equipments as per manufacture's guidelines and shall use standard and genuine components for replacement.
8. The Bidder/Firm must provide necessary support for maintain VIRUS free computer environment in the Pay & Accounts Offices of DAO, MoES.
9. The necessary support of maintaining VIRUS computer environment in DAO, MoES and help in upgrading the software's Virus Detection mechanism would be provided by the Firm/Bidder.
10. The Firm/Bidder must be specialized in LAN troubleshooting.
11. Any reported fault would be taken up by the Service Engineer within one hour. As far as possible, the repairs would be carried out on site itself. However, in case the equipment is taken to the workshop, the firm would provide a standby for the same. Also stand-by inventory of computer (P-IV or higher), Laser Printer and UPS should be kept in the PAO of DAO, MoES as and when required basis.
12. All the complaints received shall be attended by them in following manner:-

- i) Minor faults within one hour.
  - ii) Major faults within 4 hours by replacement method, with the available spares, if instructed by PAOs.
  - iii) Major faults within 48 hrs, except for the Laser Printers which are to be got serviced from authorized service centers of manufactures.
  - iv) The firm shall be responsible for taking backup data and programme available on PCs before attending the fault and shall also be responsible for reloading the same. The backup copies are to be returned to the users, under acknowledgement.
  - v) If the equipment is required to be transported to the firm's/ manufacture's service workshop for repairs, the same shall be undertaken at the risk and cost of the firm.
  - vi) The replacement of components shall be as per manufactures instructions and as per the decision of PAOs/ Head of Office of PAOs.
  - vii) The firm shall have the required drivers (CDs and Floppies) for maintaining the PCs and peripherals for configuring them.
  - viii) Repair and servicing of equipment can be carried out at site or at the firm's workshop after attending the complaint by replacement method and the same shall be done within 7 days of the receipt of the complaints. The replacement of components shall be free of charge.
  - ix) The contract includes replacement of all parts except consumables, batteries, fuser assembly, memory/media, screen panel and burnt and damage parts.
13. The scope of software maintenance covers:-
- a) Maintenance of all software already installed in the personal computers and peripheral and the software to be installed at later stage.
  - b) Providing basic training on the use of PC to user, if required.
14. The rates quoted should also cover the maintenance of operating system, software installation, installation of patches, data recovery, preemptive actions against virus spread, detection/removal of virus, configuration of internet, configuration of applications (client/server), Lotus Notes server and client applications, connection of computers to project for presentation.
15. The contract shall initially be for a period of one year which can be extended for further periods on the same terms and conditions and on the basis of performance of last year at the discretion of customer i.e. CA (MoES).
16. The contract can be terminated at any time by CA (MoES) after serving advance notice of three months. CA (MoES) shall have the right to terminate the contract without assigning any reason, whatsoever to the firm.
17. The schedule of preventive maintenance shall be as follows:-
- i) Cleaning of all equipment using dry vacuum air, brush soft muslin clothes.
  - ii) Running of test programmes to ensure quality print/date reliability.
  - iii) Checking of power supply source for proper grounding and safety of equipment.
  - iv) Ensuring that the covers, screws, switches etc. are firmly fastened in respect of each equipment.
  - v) Shifting of equipment as and when required.

vi) Running of diagnostic software for system performance.

18. It shall be the responsibility of the firm to make all the computers and peripherals work satisfactorily throughout the contract period and to hand over the systems in working condition to the PAOs of DAO, MoES, New Delhi after the contract.

19. As far as possible, the repairs would be carried out on-site itself. However, in case the equipment is taken to the workshop, the firm would provide a stand-by for the same.

**4. Period of Contract:** The contract would be for one year from the effective date of contract. Please note that Contract can be cancelled unilaterally by the customer in case services are not received as per quality and standard specified in the RFP and contract within the contracted period. Contract may be extended for another one year if the services are found satisfactory.



### **Part III-Standard Conditions of RFP**

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Contractor/Supplier in the contract) as selected by the customer. Failure to do so may result in rejection of the Bid submitted by the Bidder/ Firm.

1. **Law**: The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of Contract**: The contract shall come into effect on the date of signing by both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
3. **Arbitration**: All disputes or differences arising out of or in connection with the contract shall be settled by bilateral discussion. Any dispute, disagreement or question arising out or relating to the Contract or relating to services or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is given in Annexure-II.
4. **Penalty for use of Undue influence**: The firm/Bidder undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerages or inducement to any person in service of the customer or otherwise in procuring the contracts or forbearing to do or for having done or for borne to do any act in relation to obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavor to any person in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavor to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Contractor/Supplier or any one employed by him or acting on his behalf (whether with or without the knowledge of the contractor) or the commission of any offence by the contractor or anyone employed by him or acting on his behalf, as defined in chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1988 or any other Act enacted for the prevention of Corruption shall entitle the customer to cancel the contract and all or any other contracts with the contractor and recover from the contractor the amount of any loss arising from such cancellation. A decision of the customer or his nominee to the effect that a breach of the undertaking has been committed shall be final and binding on the Contractor. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the contractor towards any officer/employee of the customer or to any other person in a position to influence any officer/employee of the customer for showing any favour in relation to this or any other contract shall render the contractor to such liability/penalty as the customer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund the amounts paid by the customer.

5. **Agents/Agency Commission:** The Firm/Bidder/Contractor/Supplier confirms and declares to the customer that the contractor is the original provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries whether officially or unofficially to the award of the contract to the contractor nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The contractor agrees that if it is established at any time to the satisfaction of the customer that the present declaration is in any way incorrect or if at a later stage it is discovered by the customer that the contractor has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm, or institution, whether before or after the signing of this contract the contractor will be held liable to refund that amount to the customer. The contractor will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The customer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the contractor who shall in such an event be liable to refund all payments made by the customer in terms of the contract along with interest at the rate of 2% per annum above 18% penal rate. The customer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India, or with MoES.
6. **Access to Books of Accounts:** In case it is found to the satisfaction of the customer that the contractor has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agent/Agency Commission and penalty for use of undue influence, the Contractor, on a specific request of the customer shall provide necessary information/inspection of the relevant financial documents/information.
7. **Non-disclosure of Contract documents:** Except with the written consent of the customer, contractor shall not disclose the contract or any provision of the contract or information related to services thereof to any third party.
8. **Penalty and Liquidated Damages:**
1. If the firm does not attend to the complaint within 4 hours from the time of registration of complaints telephone number given by the firm for lodging complaints, a penalty @ 5% of the value of AMC charges of the equipments would be imposed till it is not available for the use. If a sub assembly of the equipment fails, the penalty shall be applicable for the same scheduled item. Penalty shall be levied @ 5% of the value of AMC charges for that equipment for each day.

2. If the fault is set right by replacing the defective sub assembly and equipments, the same should be re-installed after servicing within 7 days (if 7<sup>th</sup> day falls on holiday then next day morning). In case of default, penalty shall be levied at the rate of 5% of the value of the AMC charges for the scheduled item.

9. **Termination of Contract:** The customer shall have the right to terminate this Contract in part or full in any of the following cases:

- (a) The delivery of service is delayed for causes not attributed to Force Majeure for more than 15 days after the scheduled date of signing of contract.
- (b) The contractor is declared bankrupt or becomes insolvent.
- (c) The delivery of services is delayed due to causes of Force Majeure by more than 1 month provided a Force Majeure clause is included in contract.
- (d) The customer has noticed that contractor has utilized the services of any agent in getting this contract and paid any commission to such individual/company etc.
- (e) As per decision of the Arbitration Tribunal.
- (f) If the services are not found satisfactory as per RFP/contract.

10. **Notices:** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address contract or any part thereof.

11. **Transfer and Sub-letting:** The firm/bidder has no right to give, bargain, sell, assign or sublet or otherwise dispose of the contract or any part thereof, as well as to give or to let a third party take benefit or advance of the present Contract or any part thereof.

12. **Patents and other Industrial Property Rights:** The prices stated in the present contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights, the firm shall indemnify the customer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs whether such claims arise in respect of manufacture or use. The firm shall be responsible for the completion of the services in satisfactory manner during the currency of the contract.

13. **Amendments:** No provision of present contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly stated to amend the present Contract.

#### **14. Duties & Taxes:**

- (a) Any change in any duty/tax upward/downward as a result of any statutory variation taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the contractor. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the customer by the contractor. All such adjustments shall include all reliefs, exemptions, Rebates, concession etc. if any obtained by the contractor.
- (b) If it is desired by the Bidder to ask for taxes to be paid as extra the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of taxes.
- (c) On the Bids quoting GST extra, the rate at the time of supply should be shown separately. GST will be paid to the Contractor at the rate which it is liable to be assessed or has actually been assessed provided the transaction of services is legally liable to GST and the same is payable as per the terms of the contract.

**15. Pre-Integrity Pact Clause:** An “Integrity Pact” would be signed between the customer & firms. This is a binding agreement between the customer and firms for specific contracts in which the customer promises that it will not accept bribes during the procurement and services process and bidder promise that they will not offer bribes. Under this Pact, the Bidders for specific services or contracts agree will the customer to carry out the procurement and services in a specified manner. Elements of the Pact are as follows:

- (a) A pact (contract) between the Government of India (Ministry of Earth Sciences) (the authority or the “principal”) and those companies submitting a tender for this specific activity (the “Bidder”);
- (b) An undertaking by the Principal that its officials will not demand or accept any bribes, gifts etc., with appropriate disciplinary or criminal sanctions in case of violation;
- (c) A statement by each Bidder that it has not paid, and will not pay, any bribes;
- (d) An undertaking by each Bidder to disclose all payments made in connection with the contract in question to anybody (including agents and other middlemen as well as family members, etc. of officials); the disclosure would be made either at the time of submission of Bids or upon demand of the Principal, especially when a suspicion of a violation by that Bidder emerges;
- (e) The explicit acceptance by each Bidder that the no-bribery commitment and the disclosure obligation as well as the attendant sanctions remain in force for the winning Bidder until the contract has been fully executed.

(f) Undertaking on behalf of a Bidding company will be made “in the name for and on behalf of the company’s Chief Executive Officer”.

(g) The following set of sanctions shall be enforced for any violation by a Bidder of its commitments or undertaking:

- (i) Denial or loss of contracts;
- (ii) Forfeiture of the bid security and performance bond;
- (iii) Liability for damages to the principal and the competing Bidders; and
- (iv) Debarment of the violator by the Principal for an appropriate period of time.

(h) Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviors and compliance program for the implementation of the code of conduct throughout the company.

#### **Part IV – Special Conditions of RFP**

The Bidder is required to give confirmation of their acceptance of Special conditions of the RFP mentioned below which will automatically be considered as part of the Contract conducted with the successful Bidder (i.e .Contractor/Supplier in the contract) as selected by the customer. Failure to do so may result in rejection of Bid submitted by the Bidder/firm.

##### **1. Performance Guarantee:**

The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorised to conduct Government business (ICICI Bank Ltd., Axis Bank Ltd. or HDFC Bank Ltd.) for a sum equal to 10% of the contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of completion of Contract period. The specimen of PBG is given in ANNEXURE III.

**2. Payment Terms:** It will be mandatory for the bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/NEFT mechanism instead of payment through cheques, wherever feasible. The payment will be made as per the following terms, on production of the requisite documents.

a. Quarterly payment would be made to the firm in respect of comprehensive annual maintenance contract depending upon the satisfactory performance of work (services).

b. No advance payment would be made at any cost.

c. Payment for any inclusion/deletion of computers/Printers/UPS/Servers during the AMC period will be calculated on PRO-RATA BASIS.

d. Penalty and Liquidated damages shall be deducted from the Quarterly/running payments.

**4. Paying Authority:** The payment would be made by Principal Accounts Office on submission of following documents.

(i) Ink Signed copy of firm bills

(ii) Performance report submitted by respective PAOs.

(iii) Claim for statutory/and other levies to be supported with requisite documents/proof of payment such as Service Tax , etc. as applicable.

(iv) Details for electronic payment viz Account holder's name, name of the Bank and address of the branch, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract.)

(v) Any other document/certificate that may be provided for in the Job Order/ Contract.

(vi) User Acceptance.

(vii) Xerox copy of PBG.

**5. Fall Clause :** The following Fall clause will form part of the contract placed on successful Bidder :

(a) The price charged for the services supplied under the contract by the contractor/firm shall in no event exceed the lowest price at which the contractor provides the services of identical description to any persons/organization including the customer or any department of the Central Government or any department of state government or any statutory undertaking of the Central or State Governments as the case may be during the period till performance of all services placed during the currency of the contract is completed.

(b) If at any time, during the said period the contractor/firm reduces the service price or offer to provide services to any person/organization including the customer or any Department of Central Government or any Department of the State Government or any Statutory Undertaking of the Central or State Government as the case may be at a price lower than the price chargeable under the contract. Such reduction of services offer of the price shall stand correspondingly reduces.

(c) The contractor/firm shall furnish the following certificate to the paying authority along with each bill for payment for services made against the contract – “ We certify that there has been no reduction in service price of the AMC supplied to the Government under the contract herein and such services have not been offered/sold by me/us to any person/organization including the customer or any department of Central Government or any department of a State Government or any Statutory Undertaking of the Central or State Government as the case may be up to the date or till the date of completion of services against all job orders/contract placed during the

currency of the contract at price lower than the price charged to the government under the contract.

#### **6. Risk & Expenses Clause:**

1. Should the services thereof not be delivered within the time or times specified in the contract documents, or if defective services is made in respect of the services thereof, the customer shall after granting the contractor seven days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.
2. Should the services thereof not perform in accordance with the specification/parameters provided by the customer during the check proof tests to be done by the customer, the customer shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.
3. In case of a contractual breach that was not remedied within 07 days, the customer shall having given the right of first refusal to the contractor be at liberty to provide services from any other source as he thinks fit of the same or similar description to services.
4. Any excess of the services price, cost of services or value of any services procured from any other contract as the case may be, over the contract price appropriate to such default of balance shall be recoverable form the firm/Contractor by Customer.

#### **7. Force Majeure Clause:**

- a. Neither party shall bear responsibility for the complete or partial non performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstance as Flood, Fire, Earth-Quake and other acts of God as well as War, Military Operation, Blockade, Acts or a Action of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.
- b. In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time action for these circumstances and their consequences.
- c. The party for which it becomes impossible to meet obligation under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.
- d. Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organisation of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.
- e. If the impossibility of complete or partial performance of an obligation lasts for more than one month either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 15 days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

## **Part-V- Evaluation Criteria & Price Bid Issues**

**1. Evaluation Criteria:** The broad guidelines for evaluation of Bids will be as follows:

- a.** Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.
- b.** The Technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.
  - (i)** The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Para 2 below. All taxes and duties quoted by the Bidders will be considered. The ultimate cost to the customer would be the deciding factor for ranking of bids.
- d.** The Bidders are required to spell out the rates of GST in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. If reimbursement of GST is intended as extra, over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and no claim on account of such duties will be entailed after the opening of tenders. If a Bidder chooses to quote a price inclusive of any duty and does not confirm inclusive of such duty so included is firm and final. He should clearly indicate the rate of such duty and quantum of service tax included in the price. Failure to do so may result in ignoring of such offer summarily. If a Bidder is exempted from payment of GST up to any value of service form them, they should clearly state that no GST will be charged by them up to the limit of exemption which they may have. If any Concession is available in regard to rate/quantum of GST it should be brought out clearly. Stipulation like, GST is presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that GST will not be charged by him even if the same becomes applicable later on. In respect of the Bidders who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of GST which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.
- e.** If there is a discrepancy between the unit price and the total price that is obtained by the multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
- f.** The lowest acceptable Bid will be considered further for placement of contract/supply order after complete clarification and price negotiations as decided by the customer. Customer also reserves the right to do Apportionment of Quantity, if he is convinced that



Lowest bidder is not in a position to provide service within stipulated time at L- 1 rate.

g. The price bid should contain the rate against each item separately. The rate for each item should be quoted on comprehensive basis including repair and replacement of spare parts without any extra payment.

2. **Price bid Proforma : -** The price bid format is given below and Bidders are required to fill this up correctly with full details on their head.

Name of the firm:-				
Sl. No.	Item	Qty.	Amount in Rupees	Total Rs.
1.	Server Dell : 02 Server HP : 01			
2.	Desktops : 51			
3.	MFP/Color Printers/Laserjet Printers/Fax Machine : 24			
4.	Smart Power UPS : 03 Other Make UPS : 15 Online UPS for Server: 01 Uniline – 01 UPS Pulestech (EEU) – 05 UPS Uniline – 02			
Applicable rate of GST				
GST Amount				
Grand Total				

3. The bidders/firm can visit the Pay & Accounts Offices mentioned in Part-II of RFP before submitting their technical and price bid, if required.

-sd-

Sr. Accounts Officer (Admn.)  
Principal Accounts Office  
A-20, Mausam Bhawan, Lodi Road  
New Delhi 110 003  
Ph: 011-24642151, 43824232

**EMD Bank Guarantee format**

Whereas..... (hereinafter called the “Bidder”) has submitted their offer dated .....for the services and supply of (hereinafter called “Bid”) against the customer’s request for proposal No .....  
KNOW ALL MEN by these presents that WE.....OF having our registered office at ..... Are bound unto ..... (hereinafter called the “Customer”) in the sum of said Customer, the bank bind itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this ..... day of.....20 .....

- (i) If the Bidder withdraws or amends, impairs or derogates from the Bid in any respect within the period of validity of this tender.
- (ii) If the Bidder fails to furnish the Performance Security for the due performance of the contract.
- a) If the Bidder fails to furnish the Performance Security for the due performance of the contract.
- b) Fails or refuses to accept/execute the contract.

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

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

.....  
(Signature of the authorised officer of the Bank)  
Name and designation of the officer  
Seal, name and address of the Bank and address of the Branch

**Format of Arbitration Clause – Indigenous Private bidders**

- (i) All disputes of differences arising out of or in connection with the present contract including the one connected with the validity of the present contract or any part thereof should be settled by bilateral discussions.
- (ii) Any dispute, disagreement of question arising out of or relating to this contract or relating to construction or performance (except as to any matter the decision or determination whereof is provided for by these conditions), which cannot be settled amicably, shall within sixty (60) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to a sole Arbitrator.
- (iii) Within (60) days of the receipt of the said notice, an arbitrator shall be nominated in writing by the authority agreed upon by the parties.
- (iv) The sole Arbitrator shall have its seal in New Delhi or such other place in India as may be mutually agreed to between the parties.
- (v) The arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation Act, 1996 and the award of such Arbitration Tribunal shall be enforceable in Indian courts only.
- (vi) Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator.
- (vii) The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

Note: In the event of the parties deciding to refer the disputes for adjudication to an Arbitral Tribunal then one arbitrator each will be appointed by each party and the case will be referred to the Indian Council of Arbitration (ICADR) for nomination of the third arbitrator. The fees of the arbitrator appointed by the parties shall be borne by each party and the fees of the third arbitrator, if appointed, shall be equally shared by the Customer and Contractor.

Performance Bank Guarantee Format

**From:**

**Bank** \_\_\_\_\_

To

The President of India  
Ministry of Earth Sciences  
Government of India  
New Delhi

Dear Sir,

Whereas you have entered into a contract No. .... Dt.....  
(Hereinafter referred to as the said Contract with supply of services as per Part-II of the said contract to the said contractor and whereas the contractor/supplier has undertaken to produce a bank guarantee for 10% of total Contract value amounting to .....to secure its obligations to the President of India. We the .....bank hereby expressly, irrevocably and unreservedly undertake and guarantee as principal obligors on behalf of the contractor/supplier that, in the even that the President of India declares to us that the goods have not been supplied according to the Contractual obligation under the aforementioned contract, we will pay you, on demand and without demur, all the any sum up to a maximum of..... Rupees ..... only. Your written demand shall be conclusive evidence to us that such repayment is due under the terms of the said contract. We undertake to effect payment upon receipt of such written demand.

2. We shall not be discharged or released from this undertaking and guarantee by any arrangements, variations made between you and the Contractor/supplier indulgence to the Contractor/Supplier by you, or by any alterations in the obligations of the Contractor/Supplier or by any forbearance whether as to payment, tie performance or otherwise.

3. In no case shall the amount of this guarantee be increased.

4. This guarantee shall remain valid for 14 months from the effective date of contract according to the contractual obligations under the said contract.

5. Unless a demand or claim under this guarantee is made on us in writing or on before the aforesaid expiry date as provided in the above referred contract or unless this guarantee id extended by us, all your rights under this guarantee shall be forfeited and we shall be discharged from the liabilities hereunder.

6. This guarantee shall be a continuing guarantee and shall not be discharged by a change in the constitution of the bank or in the constitution of M/s.....