



Tender Document
For
Comprehensive Annual Maintenance Contract
(CAMC) of Computers & Associated Peripherals And
Facility Management Services (FMS)
At
National Academy of Direct Taxes

Tender No: NADT/ICT/AMC TENDER/223/2018-19

Tender Fee: Rs. 1,500/- (Non-Refundable)

S. No.	Particular	Details
1.	Start date of issuance / sale of tender document	15.05.2019, 3 PM
2.	Last date of Submission of Queries	20.05.2019, 3 PM
3.	Issue of Corrigendum/Reply to Queries, if any	21.05.2019, 3 PM
4.	Last date and time for bid Submission	31.05.2019, 3 PM
5.	Date and time for opening of Technical bids	03.06.2019, 11 AM
6.	Date and time for opening of Commercial bids	Will be intimated subsequently

National Academy of Direct Taxes

Chhindwara Road, Nagpur – 440030

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1. Notice Inviting Tender (NIT)

Date: 15.05.2019

Subject: - Tender for Comprehensive Annual Maintenance Contract (CAMC) of Computers & Associated Peripherals and Facility Management Services (FMS) at National Academy of Direct Taxes, Chhindwara Road, Nagpur – 440030.

National Academy of Direct Taxes, Nagpur invites e-Tender on Central Public Procurement Portal (CPPP) in two bid system (**Part-I: Technical Bid and Part-II: Financial Bid**) from eligible and reputed firms having at least one of its office/branch office/ service center located in Nagpur for Comprehensive Annual Maintenance Contract (CAMC) of Computers & Associated Peripherals and Facility Management Services (FMS) at National Academy of Direct Taxes, Nagpur on the terms & conditions enumerated in detail in the tender document. The tender can be downloaded from the website www.nadt.gov.in, www.incometaxindia.gov.in, www.gem.gov.in and www.eprocure.gov.in/cppp.

2. The last date of receipt of bid is **3.00 PM on 31.05.2019**. The Technical and Financial Bids, in prescribed format and other required document as per tender notice should be submitted on CPP Portal website i.e. <http://eprocure.gov.in/cppp>. Bidders are requested to furnish/upload scanned copies of all documents in pdf format. **EMD of Rs. 50,000/- (Rupees Fifty Thousand Only) and Tender Fee of Rs. 1,500/- (One Thousand Five Hundred only) should be** drawn in favour of "ZAO, CBDT, Nagpur". The original EMD & Tender Fee should be posted/ couriered/ given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender or as indicated in the tender. The scanned copy of EMD/Tender Fee should also be uploaded with other documents. However, the firms exempted from depositing the EMD/Tender Fee should enclose the necessary document against the exemption, with clear and valid provision for exemption. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned documents. The technical bid will be opened on **03.06.2019 at 11.00 AM**. The financial bids are to be uploaded only in the prescribed Bill of Quantity (BOQ) in Excel file format and bid of any form which discloses any pricing information in technical bid stage will be summarily rejected.

3. The financial bids of only those bidders, whose technical bids are qualified and acceptable, shall be opened by the Committee authorized for the purpose and the qualified bidders shall be intimated about the same through CPP Portal.

4. The Competent Authority reserves the right to reject any or all the bids without assigning any reason and the decision of the competent authority of the National Academy of Direct Taxes shall be final and binding.

Sd/-
Shashi Saklani
Additional Director (I&CT), NADT

2. Intent of the Specifications

1. It is intended to award the Comprehensive Annual Maintenance Contract (CAMC) & Facility Management Services (FMS) for the following in National Academy of Direct Taxes and its campus in Nagpur:
 - i. Comprehensive Annual Maintenance Contract (CAMC) includes repair and maintenance of computers (including Desktop Computers, Servers (including Blade Servers), Laptops, SAN storage etc.) and associated peripherals, printers, scanners, online UPS and associated hardware connected to LAN or otherwise.
 - ii. Facility Management Services (FMS) includes removal of virus from PCs, loading of Systems and Application software, addressing and solving problems arising in software application loaded on PCs and Call management from the Faculty building of NADT or any other assigned place. The services for the system software, application software and antivirus software are also required for the Desktops, servers and Laptops under warranty. The FMS also includes the services for loading of Operating System like Windows, Linux/Unix etc. as well as installation and monitoring of Antivirus server/client software provided by the NADT, Nagpur. The FMS shall also include fault detection of online UPS and handling of labs and the equipments therein.
2. The complaints related to hardware, Operating system (including formatting of hard disks as and when required & loading of necessary drivers with LAN card configuration), office productivity software and virus scanning and clearing would be required to be attended to and rectified by computer maintenance engineer for those PCs and Laptops, which are out of warranty. The complaints related to desktops and laptops, which are under warranty (**Annexure-I(A)**), would be attended only for Operating system and office productivity software (including formatting of hard disks as and when required & loading of necessary drivers with LAN card configuration), virus scanning and clearing and not for hardware related complaints. However, the hardware related complaints for the equipment under warranty have to be forwarded to the OEM by the vendor. The vendor should provide the services from 07.00 A.M. to 10.00 P.M on all seven days in a week.
3. Those PCs and Laptops, which are not under warranty, will be covered under comprehensive hardware contract by way of which the vendor to whom comprehensive AMC is awarded shall be required to replace all the defective parts of the equipment with genuine original spare parts. All the equipments are of standard make such as Lenovo, HP, Compaq, IBM, HCL, Wipro, etc. This condition about replacement would come into effect after the contract period has begun. The successful bidder, on award of CAMC, shall begin the CAMC service with all such PCs, Servers, Laptops, SAN storage, Printers, Scanners and UPS (which are not under warranty).
4. The detailed specifications and quantities of the equipment under the AMC are indicated at **Annexure-I** (attached hereto with the specifications). Bids will be evaluated on the basis of quantities indicated in **Annexure-I**. However, NADT reserves the right to vary the quantities as well as items at the time of award of

contract and also while renewal/extension of contract.

3. Instructions to the Bidders

3.1. General Instructions

1. The invitation for bids is open to all vendors having office/service center location in Nagpur for the Comprehensive Annual Maintenance Contract (CAMC) & FMS at the National Academy of Direct Taxes (NADT) and its campus in Nagpur.
2. No claim on account of any errors detected in the tender documents shall be entertained.
3. Each page of the Bid documents must be serially numbered, stamped and signed by the person or persons submitting the Tender so authorised by the bidder in token of his/their having acquainted himself/ themselves and accepted the entire tender documents including various conditions of contract. Any Bid with any of the Documents not so signed is liable to be rejected at the discretion of the Client. Each page of the Bid document must be serially numbered.
4. The Bidder shall attach the copy of the authorization letter / power of Attorney as the proof of authorization for signing on behalf of the Bidder.
5. All Bidders are hereby explicitly informed that conditional offers or offers with deviation(s) from the conditions of contract, the bids not meeting the minimum eligibility criteria set out here below or any other requirements stipulated in the tender documents are liable to be rejected.
6. The parties to the Bid shall be the 'Bidders' (to whom the work would be awarded) and the National Academy of Direct Taxes, Nagpur.
7. For all purposes of the contract including arbitration there under, the address of the bidder mentioned in the bid shall be final unless the bidder notifies a change of address by a separate letter sent by registered post with acknowledgement due to the National Academy of Direct Taxes, Nagpur. The bidder shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.
8. Each bid must be accompanied by Earnest Money Deposit of Rs. 50,000 (Rupees Fifty Thousand only) and Tender Fee of Rs. 1,500 (Rupees One Thousand Five Hundred only) in the form of an account payee demand draft drawn, fixed deposit receipt, or banker's cheque in favour of "ZAO, CBDT, Nagpur" without which the bid would be summarily rejected as non-responsive. However, the firms exempted from depositing the EMD/Tender Fee should enclose the necessary document against the exemption, with clear provision for exemption.
9. The EMD of the bidder, not meeting the Minimum Eligibility Criteria, will be returned after the opening of the Price-bid and that of those who qualify in the Minimum Eligibility Criteria but are unsuccessful in the price bid will be returned within 15 days after the finalization and placement of order.

10. The successful bidder's EMD will be returned after receipt of Performance Bank Guarantee. Offer should be accepted within 7 days of intimation of bid acceptance.
11. No interest is payable on the EMD.
12. The EMD is liable to be forfeited if the Bidder withdraws or impairs or derogates the bid in any respect within the period of validity of the offer. If the successful Bidder fails to furnish the Performance Bank Guarantee, the earnest money shall be liable to be forfeited & withdrawal/cancellation of bid offer.
13. Performance Bank Guarantee for an amount equal to 10% of the contract value from a Nationalized / Scheduled Bank is required to be submitted as performance guarantee within one month. The Performance Guarantee will be for a period of 14 months. In case of extension of AMC/ Tender, the performance guarantee is to be extended correspondingly.
14. The Performance Bank Guarantee will be discharged by NADT within two months, after completion of the AMC vendor's contract period.

3.2. Bid Clarifications

1. The Bidders may send their queries to NADT by eProcurement portal or email at <ICT@NADT.GOV.IN> on or before **20.05.2019, 3.00 PM**
2. The queries should necessarily be submitted in the following format:

S. No.	Tender Document Reference(s)(Section & Page Number(s))	Content of Tender requiring Clarification(s)	Points of Clarification
1.			
2.			
3.			
n.			

3. Letter/Telephone queries will not be responded to. NADT shall not be responsible for ensuring that the bidders' queries have been received by them. Any requests for clarifications post the indicated date and time will not be entertained by the NADT.
4. The Nodal Officer notified by the NADT will endeavor to provide timely response to all queries. However, NADT makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does NADT undertake to answer all the queries that have been posed by the bidders.

3.3. Issuance of Corrigendum/Addendum

1. At any time prior to the last date for receipt of bids, NADT may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Document by a corrigendum/addendum.
 - a) The Corrigendum/Addendum (if any) & clarifications to the queries from all bidders

will be posted on the www.NADT.gov.in, www.incometaxindia.gov.in, www.gem.gov.in and www.eprocure.gov.in. and emailed to all participants.

- b) Any such corrigendum/addendum shall be deemed to be incorporated into this Tender Document.
- c) In order to provide prospective Bidders reasonable time for taking the corrigendum/addendum into account, NADT may, in such case at its discretion, extend the last date for the receipt of Proposals.

3.4. Minimum Eligibility Criteria

The Contractor/Firms shall furnish the following documents attached with the quotation for Technical Bid failing which the bid will be rejected summarily.

1. The Bidder shall submit copy of Sales Tax Registration/VAT Registration and GST Registration (To be mentioned in **Schedule-I** of Tender Document along with proof in support) (Readable copy of documents also should be Uploaded).
2. The Bidder should have at least three (03) years {two (02) years in case of Micro, Small & Medium Enterprises (MSMEs) bidder} of experience in the maintenance of Computers along with Associated Peripherals with Ministries / Government Departments/ Public Sector Undertakings/ Autonomous Bodies/ Other Big Private Sector Organizations. (To be mentioned in **Schedule-I** of Tender Document along with proof in support).
3. The Bidder should have at least twenty five (25) qualified service engineers on its payroll with BCA / Graduate (Electronics / Computer Science) / MCA / Post Graduate (Electronics / Computer Science) / BE (Electronics / Computer Science) / 3 years Polytechnic Diploma in Electronics or Computer Science (Engineering)/ Graduation with Computer Hardware Certification or equivalent each with overall experience of minimum of two (02) years in the maintenance of Computers along with Associated Peripherals with Ministries / Government Departments/ Public Sector Undertakings/ Autonomous Bodies/ Other Big Private Sector Organizations (To be mentioned in **Schedule-II** of Tender Document along with proof in support).
4. The Bidder should have satisfactorily executed, the AMC of the computers, laptops and Peripherals such as Printers, Scanners, UPS etc. under comprehensive AMC for all organization in each of last three years, and the size of the contract should be :

At least One single work of comprehensive AMC for a minimum of 250 Computers
OR
At least Two similar works of comprehensive AMC for a minimum of 125 computers in each work
(To be mentioned in **Schedule-III** of Tender Document along with proof in support).
5. The Bidder should have a minimum turnover of Rs. 1.25 Crore (Rupees One Crore Twenty Five Lakh) {Rs. 75 Lakh (Rupees Seventy Five Lakh) in case of Micro, Small & Medium Enterprises (MSMEs) bidder} per annum, during each of the last three years (To be mentioned in **Schedule-III** of Tender Document along with copies of Audited Balance Sheet and Income-tax Returns for the last three years).

6. The bidder should have at least one of its office/branch office/ service center located in Nagpur (Outside NADT campus).
7. The Bidder's Firm/ Company should not have ever been blacklisted on any score by any Government Department/ Public Sector Undertaking/ Autonomous Body/ Private Sector Organization. Any information in this regard subsequently found to be incorrect after submission of the bid or award of the contract will entail rejection of the bid or cancellation of the contract as the case may be. (Self declaration w.r.t Not blacklisted must accompany the bid)
8. The financial bids are to be uploaded only in Bill Of Quantities (BOQ) in the CPPP Portal. The rate quoted against each item in the BOQ will be excluding taxes, which will be paid as per rules by the firm selected.
9. The bidder should ensure adequate infrastructures to satisfactorily execute the CAMC Contract for Desktop Computers, Servers (including Blade Servers), Laptops, SAN storage etc. and associated peripherals, printers and associated hardware connected to LAN or otherwise.
10. It is cautioned that any firm which discloses its rates in the technical bid will be summarily rejected.

Note: The firm/contractor must submit documentary evidence in support of fulfilling eligibility criteria mentioned above.

3.5. Validity of Bids

1. Bids shall remain valid and open for acceptance for a period of 90 days from the last date of submission of Bids.
2. The offer shall be deemed to be under consideration immediately after they are opened and until such time the official intimation of award of contract is made by NADT to the tenderer. While the offer is under consideration, if necessary, NADT may obtain clarification on the offer by requesting for such information from any or all the tenderers in writing. Tenderer shall not be permitted to change the substance of their offer, after the offer has been opened.
3. NADT shall not be responsible for any delay in submission of the tender bids. The offer submitted by the bidder through telex/courier/post/telegram/fax/by hand or email would not be considered as a valid offer. No further correspondence will be entertained in this matter.
4. NADT may request for extension of validity of bid for another period of 60 days, without any modifications and without giving any reasons thereof.

3.6. Withdrawal/Substitution/Modification to Bid by Bidders

As the entire process of Tendering is online through CPP Portal, the Bidder is permitted to withdraw/ substitute/modify the bids online before last date & time of submission of bids. In such case, latest bid submitted through the CPP Portal shall only be considered.

3.7. Preparation of Bids

1. Technical Bid: Technical Bid should be prepared as per the instructions given in the Tender Document along with all following required information and documents in support of the minimum eligibility criteria.

(Note: - Technical Bid should be arranged in an order as requested below along with the table of content in the front. Each page of Technical Bid should be serially numbered, signed and stamped. Do not submit copy of Tender Document in Technical Bid)

- i. The Technical bids should have index (with proper page no.) of all documents uploaded as per **Form-II**.
 - ii. The participating firms are required to upload the required documents as per the details given in **Form-II** for consideration and evaluation of their technical bids.
 - iii. Letter of Bid as given in **Form –I** of the Tender Document duly signed and printed on Company's letterhead.
 - iv. General Information about the Company/ Firm duly filled and signed as per the **Schedule-I** of the Tender Document (Along with required documents).
 - v. Details of qualified service engineers with overall experience of minimum two years as per the **Schedule-II** of the Tender Document (Along with required documents).
 - vi. Particulars of technical expertise, satisfactorily execution of AMC of computers and financial status of the Company/Firm duly filled and signed as per the **Schedule-III** of the Tender Document (Along with required documents).
 - vii. All supporting document in proof of having fully adhered to minimum eligibility criteria as referred to **Para 3.4** above.
2. Financial Bid: Bidder should prepare the financial bid in the Price Schedule (**Annexure-I** of the Tender Document) on the following conditions:
 - i. The financial bid shall indicate the Unit prices for each and every item indicated in the specifications. The rates quoted in the Bill of Quantities (BOQ) should be inclusive of all charges such as labor, transportation, storage etc. (Excluding GST). Any disclosure of financial bid in the technical bid documents will lead to summary rejection of the bid. No correction either in the technical bid or financial bid is permitted. Incomplete or ambiguous bids without documentary proof will not be considered. If any column/information sought is left blank, the bid will be rejected.
 - ii. Prices quoted by the bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price, quotation will be treated as non-responsive and will

be rejected.

- iii. All prices and other information like discount, etc., having a bearing on the price shall be written both in figures and words in the prescribed offer form. If there is discrepancy between the price/information quoted in words and figures, whichever is the higher of the two shall be taken as the bid price.

(Note: Please refer **Annexure –II - Instructions for online Bid submission**)

3.8. Submission of Bids

1. The bidders shall submit their techno-commercial bids and price bids online through Central Public Procurement Portal (CPPP) only. No conditional bid shall be allowed/accepted.
2. Bidders shall upload scanned copies of various documents required for eligibility and all other documents as specified in Notice Inviting Tender (NIT), techno-commercial bid in cover-I, and price bid in cover-II.
3. To enable system generated techno-commercial and price comparative statements, Bidders shall submit their bids in required Bill of Quantities (BOQ) in Excel formats only.
4. The bidder will have to give an undertaking online that if the information/declaration/scanned documents furnished in respect of eligibility criteria are found to be wrong or misleading at any stage, they will be liable to punitive action.
5. EMD and Tender Fee (demand draft/banker's cheque/pay order) shall be submitted in the electronic format online (by scanning) while uploading the bid. The original EMD & Tender Fee should be posted/ couriered/ given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender or as indicated in the tender.
6. The Bid shall be submitted online on or before **03:00 PM on 31.05.2019** addressed to the Additional Director (I&CT), National Academy of Direct Taxes, Chhindwara Road, Nagpur – 440030.
7. Bids received through courier/post/by hand/Fax/E-email shall not be entertained and it will be treated as non-responsive bid.
8. The competent authority of NADT, Nagpur reserves the right to extend the date/ time for submission of bids before opening of the Technical Bids.

(Note: Please refer **Annexure –II - Instructions for online Bid submission**)

3.9. Bid Opening and Evaluation Procedure

1. Both the techno-commercial and price bids shall be opened online by the bid openers mentioned at the time of creation of the tender online.

2. Participating bidders can simultaneously take part in bid opening online and can see the resultant bids of all bidders.
3. The system automatically generates a technical scrutiny report and commercial scrutiny report in case of the techno-commercial bid opening and a price comparative statement in case of price bid opening which can also be seen by participating bidders online.
4. Bid openers (Client) download the bids and the reports/statements and sign them for further processing. In case of opening of the price bid, the date and time of opening shall be uploaded on the portal and shortlisted firms shall also be informed through system generated emails and SMS alerts – after shortlisting of the techno-commercially acceptable bidders.
5. Evaluation shall be done offline in the same manner as in the normal tendering process, based on system generated reports and comparative statements. Vendors will be short listed by a duly constituted Tender Evaluations Committee (TEC). If considered necessary, TEC will visit and inspect the infrastructure for service-providing-facilities of the vendor. The TEC may examine strength of the service support in terms of qualified engineers, spare parts stock, repair facilities, quality data and MIS at vendor's place. The short-listed vendors may be called for detailed discussion at a specified date, time and venue if needed, by the TEC.
6. Selection of bidder will be of the Service Provider who offers the overall lowest bid price and meets the financial qualification requirements from the technically qualified short listed vendors.
7. Award of the contract shall be done offline and a scanned copy shall be uploaded on the portal.
8. NADT reserves all rights to reject any bids including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bids. The decision of NADT in this regard shall be final and binding.
9. Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.

3.10. Conflict of Interest among Bidders

A bidder shall not have conflict of interest with other bidders. The bidder found to have a conflict of interest shall be disqualified.

3.11. Corrupt or Fraudulent Practices

1. The contractors shall observe the highest standard of ethics during the procurement and execution of the contract.
2. NADT shall reject a proposal for CAMC of Computers along with Associated Peripherals, if it is found that the Bidder has engaged in corrupt or fraudulent practices in competing for the contract in question.

3. NADT will declare a firm ineligible / black-listed, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for this bid, or in executing the contract.

3.12. Miscellaneous

1. It will be imperative on each bidder to fully acquaint itself of all the local conditions and factors which would have effect on the performance of the work and its cost.
2. The bidder is advised to visit and examine the machines to be put under CAMC and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for execution of the works. The costs of visiting the NADT shall be at the bidder's own expense. The intending bidder may visit the NADT on any working day between 11:00 a.m. to 01:00 p.m and 02:30 p.m. to 04:30 p.m with prior permission.

4. General Conditions of Contract (GCC)

4.1. Confidentiality

The Contractor shall take all precautions not to disclose, divulge and / or disseminate to any third party any confidential information, proprietary information on the Client's business. The obligation is not limited to any scope and the Contractor shall be held responsible in case of breach of the confidentiality of Client's information.

4.2. Signing of Contract Agreement

1. Bid award will be done after approval of the competent authority. NADT shall prepare the draft Articles of Agreement in the pro-forma included in this document, duly incorporating all the terms of agreement between the two parties and send the same in duplicate to the successful Bidder for their signature.
2. The successful Bidder shall return the duly signed copy of the Agreement within Two (2) days of receipt, duly adjudicated by the registrar of stamps.
3. The competent authority of NADT or the representative shall sign the Contract agreement and return a copy of the same to the successful bidder.

4.3. Services required by the Client

1. The Contractor (successful bidder) shall be providing the Comprehensive AMC service for maintaining all the Computers along with Associated Peripherals and FMS, as per the details and terms and conditions specified herein in the tender document.
2. The Client shall pay charges as agreed between the Client and the Contractor at the time of bidding process. A schedule of charges shall be annexed to the Articles of Agreement after finalizing the amount at the conclusion of bidding process.

4.4. Commencement of Services

The Contract shall become legally binding and in force only upon:

1. After issuance of Letter of Acceptance (LoA) by the Client to the successful bidder.
2. After entering into Contract Agreement in accordance with the Articles of Agreement.

4.5. Conditions of Contract

1. The bidder must be conversant with the handling of repair and maintenance of all the Computer Systems and associated peripherals covered in the specifications. He must also be having experience in providing Facility Management Services (as mentioned in **Para 2(1)(ii)** and other Paras of this document).
2. Acceptance of the bid shall be communicated to the successful bidder by a formal letter of acceptance.
3. The successful bidder shall be required to provide to NADT the following personnel:
 - i. At least six service engineers, three in each shift (7am to 2.30pm and 2.30pm to 10 pm) as per prescribed qualification & experience in the **Para 3.4 (3) – “Minimum Eligibility Criteria”** service engineers who are BCA / Graduate (Electronics / Computer Science) / MCA / Post Graduate (Electronics / Computer Science) / BE (Electronics / Computer Science) / 3 years Polytechnic Diploma in electronics/ Diploma in Computer Science (Engineering)/Graduation with Computer Hardware Certification or equivalent each with experience of minimum of two (02) years.
 - ii. Two computer lab technicians who has ITI diploma in Computer Technology/ Diploma in Computer Science or Engineering/ Graduation or equivalent each with experience of minimum of one (01) years in the maintenance of Computers lab, to handle and manage I&CT equipments in the financial investigation resource centre and digital forensic centre at NADT. The lab technicians will be expected to have sufficient exposure in handling hardware and software tools related to cyber forensic centre and financial investigation centre.
 - iii. Two Call coordinators, one in each shift, who are Graduates and preferably with appropriate previous experience of handling Call Management Centre at NADT, Nagpur.
 - iv. Four semi-skilled workers, two in each shift, with appropriate qualification to handle and move computers and other equipments and computer peripherals from one location to another as well as cleaning of the equipments.
4. The names and qualifications of the Facility Managers and the Six Service Engineers should be communicated by the successful bidder at the award of the contract. Attested copies of certificates showing their qualifications must also be filed. No change in the names can be made during the tenure of the contract without prior consent of the Dy./Astt. Director (ICT) or Dy./Astt. Director (Systems), NADT, Nagpur.
5. The successful bidder shall be required to pay taxes, which would be levied by the Govt., for the execution of the work awarded under the Contract.

6. The successful bidder shall be required to submit a duly signed and stamped 'Comprehensive Annual Maintenance Contract Agreement' as per Proforma in **Annexure-III**, or such further modified terms as may be communicated to the contractor in writing , on a stamp paper of Rs. 100/-.
7. The successful bidder shall submit a certificate within 10 days of award of the contract that all the equipments have been taken over by him failing which the earnest money may be forfeited. Further, the vendor has to enter into a back to back AMC agreement including updation/ upgradation of firmware from time to time with the OEM (M/s HP India Pvt. Ltd.) for Blade Server and the SAN device. The agreement copy of the same has to be submitted to NADT within a month of award of the contract.
8. The workers of the contractor shall have no right to stay in the campus beyond their duty hours unless required by the institute.
9. The bidder, after award of the contract agrees to attend to all the complaints as well as follow the procedures and satisfy all terms and conditions in accordance with **Para 6 – Schedule of Work and Requirements** of the tender document.

4.6. Contractor's Liability

1. The Contractor shall completely indemnify and hold harmless the Client and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the Contractor or any of its employees engaged in the provision of providing the required services.
2. The Contractor shall not Sub-Contract, transfer or assign the contract or any other part thereof to any other Contractor during the currency of the Contract. In the event of the contractor contravening this condition, Client shall be entitled to place the contract elsewhere on the contractors risk and cost and the contractor shall be liable for any loss or damage, which the Client may sustain in consequence or arising out of such replacing of the contract.

4.7. Validity of Contract

1. **The contract shall be valid for a period of one year from the date of award subject to continuous satisfactory performance.** However, on failure of the contractor to perform satisfactory, the Client shall have the right to terminate the contract forthwith in addition to forfeiting the security amount deposited by the contractor and initiating administrative actions for black listing solely at the discretion of the competent authority of the office of the Client.
2. The contract will be initially for the period of one year. NADT, however reserves the rights to renew/extend the term of contract on quarterly, six monthly or annual basis up to a period of three years (including the initial period of one year) after obtaining willingness of the contractor with or without altering any or all the terms & conditions of the contract. In case of the renewal of the contract, the contractor shall have to furnish a fresh Performance Bank Guarantee, valid up to 12 months beyond the expiry of contract for an amount equal to 10% of the amount of AMC.

4.8. Payments

1. The Contractor shall submit his bill towards the charges for the annual maintenance services in four quarterly installments after the end of each quarter. The payment for the same shall be subject to recoveries, if any, due to delay in rectification of faults or due to rendering working equipment unserviceable as stated under **Para 4.9 Penalties** below or under any relevant clause of this contract. Payment will be made on the basis of the number of equipments for which preventive maintenance has been completed.
2. No claim on account of GST, sales tax, service tax, work contract tax or any other taxes and duties for the material used for execution of the work, awarded under the contract, will be entertained by the NADT and all such taxes and duties shall be borne by the contractor himself.
3. The NADT shall deduct such taxes, duties and any other statutory levies imposed by the Government on such charges as may arise from the implementation of the contract agreement.
4. Pro-rata recoveries, for withdrawal from AMC of any of the Computer System, associated peripherals shall be made. Any equipment can also be added on pro-rata basis during the period of AMC. The rates will be as indicated in **Annexure -I**.
5. The NADT officials will review the status of pending complaints with the Contractor from time to time. If it is found that many complaints (5 or more) requiring repair of systems/printers are pending for over a month, the NADT reserves the right to withhold the payment of quarterly bills temporarily till all pending complaints are cleared.
6. The initial period of contract will be for one year from the date of award of contract. The rates quoted will remain in force for the full period of contract. No demand for revision of rate on any account shall be entertained during the contract period. Any extension for a maximum of 2 years will be at the same rates.
7. No advance payment would be made in any case. The Bills shall be raised in triplicate by the vendor on a quarterly basis upon successful completion of the contract during the previous quarter.

4.9. Penalties

1. If any of the equipment(s) remains non-operational/non-functional due to unattended Hardware/Software/OS malfunctioning beyond the agreed upon permissible period as specified in Clauses above or/and if stand-by equipment is not provided, then deduction of Rs.500/-(Rupees five hundred only) per Item/part per calendar day, from the day complaint is made, shall be deducted from the quarterly bill, subject to the condition that cumulative amount of fine on a particular day shall be restricted to Rs. 5,000/- (Five thousand only) and that for a month shall be restricted to Rs. 50,000/- (Fifty thousand only). If the equipment is not put in working condition within a month, the equipment of same specification or whatever with nearest available specification shall be procured and its cost shall be deducted from

the AMC charges/Bank Guarantee for this Contract. This will be inclusive of the penalty amount plus Rs. 2,000/- extra as penal cost.

2. If any PC is found without antivirus software or updates beyond one month, deduction of Rs.200/- per PC per day shall be made from the quarterly bill.
3. A penal deduction at the rate of Rs. 1000/-(Rupees one thousand only) per person and per working day shall be made from the bills for the number of days, the qualified personnel, as specified under **Para 4.5(3)**, remain absent and at the rate of Rs.500/-(Rupees five hundred only) per person per working day for the number of days the computer, printer & UPS cleaning services, as required under **Para 6.2(8)**, are not provided.
4. Sum of all recoveries levied during the quarter shall, however, be limited to the amount of quarterly bill. Additional deductions, towards procurement of equipment against unrepaired equipment, if any, shall be made from the Bank Guarantee. However, the contract may be reviewed as per the relevant clause if the fine recoverable reaches the upper limit.

4.10. Force Majeure – Obligations of the Parties

“Force Majeure” shall mean any event beyond the control of Client or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:

- i. War, hostilities, invasion, act of foreign enemy and civil war;
- ii. Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
- iii. Strike, sabotage, unlawful lockout, epidemics, quarantine and plague;
- iv. Earthquake, fire, flood or cyclone, or other natural disaster.

As soon as reasonably practicable but no more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, an affected party shall notify the other party of the event of Force Majeure setting out, inter-alia, the following in reasonable detail:

- i. The date of commencement of the event of Force Majeure;
- ii. The nature and extent of the event of Force Majeure;
- iii. The estimated Force Majeure Period,
- iv. Reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the Contract is affected by the Force Majeure.

- v. The measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.
- vi. Any other relevant information concerning the Force Majeure and /or the rights and obligations of the Parties under the Contract.

4.11. Governing Laws and Settlement of Dispute

1. Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this Contract) arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the Authorized Representatives of the concerned parties.
2. Jurisdiction of Court: This Contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the courts in Nagpur.

4.12. Termination

In case of breach of any of terms and conditions, the NADT will have the right to cancel the contract without assigning any reason and nothing will be payable by this office in that event and the security deposit shall also stand forfeited.

4.13. Disclaimer

The relatives / near relatives of employees of the Client are prohibited from participation in this bid. The near relatives for this purpose are defined as:

- i. Members of a Hindu Undivided Family.
- ii. Their husband or wife.
- iii. The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law)

4.14. Insolvency

The competent authority of the NADT may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:-

- i. If the contractor being an individual or if firm, any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or
- ii. If the contractor being a company shall pass a resolution or the court shall

make an order for the liquidation of the affairs or a receiver of Manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager.

- iii. If the contractor commits any breach of this contract not herein specifically proved for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also that the contractor shall be liable to pay the purchaser for any extra expenditure, he is thereby put to but shall not be entitled to any gain on repurchased.

5. Special Conditions of Contract (SCC)

5.1. General

1. Special conditions of contract shall be read in conjunction with the general conditions of contract, Schedule of Requirements and any other document forming part of this contract wherever the context so requires.
2. Notwithstanding the sub-division of the document into these separate sections and volumes, every part of each shall be deemed to be supplementary of every other part and shall be read with and into the contract so far as it may be practicable to do so.
3. Where, it is mentioned in the Schedule of Requirements that the contractor shall perform certain work for completing the job in totality or provide certain facilities, it is understood that the contractor shall do so at his own cost and the contract price shall be deemed to have included cost of such performances and provisions, so mentioned.
4. The intending bidders shall be deemed to have visited the site and gone through the GCC. Non-familiarity with site conditions and unawareness of GCC shall in no way be considered a reason for any extra claim or for not carrying out the work in strict conformity with the Schedule of Requirements.
5. The Contractor shall provide mandatorily an e-mail account while bidding for lodging complaints.
6. The Contractor shall be responsible for payment of wages/ settlement of dues with worker engaged by the Contractor as per prevailing labour/ wage laws applicable to the Nagpur and this office shall not be a party to any dispute between the Contractor and workers.
7. The Contractor shall arrange to get the character and antecedents of workers verified from Police authorities before their deployment and their full particulars shall be furnished to this office for the purpose of entry passes. Entry passes will be issued by this office on production of Identity Cards issued by the Contractor to his workers.

5.2. Scope of Work

As mentioned in **Para "6. Schedule of Work and Requirements"**

5.3. Contractor's Scope of Supply

1. All material, spares, manpower, consumables, tools & tackles, transportation of manpower and material to various sites required for the completion of the work are in the scope of the contractor.
2. The contractor will keep adequate quantity of spares for immediate repairs and will replenish the same from time to time as per requirement. The contractor will supply, repair / replace all the spare parts during the currency of the contract as mentioned in the scope of work and as per guidelines of Client or his authorized representative.
3. The contractor will attend to the complaints and breakdowns promptly at these locations as and when intimated by the Client through email/fax/telephone.
4. The contractor should have all requisite service facilities at their work centers for carrying out such works and a contact telephone number for attending to urgent repairs.

5.4. Mobilization Advance

No Mobilization advance is payable to the contractor under this contract

5.5. No Damage to Installations & Adjacent Land

Contractor shall ensure that during the progress of the work no damage shall occur to installations/equipment due to any reason, if so happens, contractor shall have to repair/replace the same at his own risk and cost. The decision of Client shall be final and binding on the contractor in this case.

5.6. Safety Practices

Contractor shall positively observe all safety measures required to be undertaken for safety of persons, labours, public and properties at work site/ plant premises / residential premises/ public places.

5.7. Insurance & Statutory Liabilities

1. The contractor shall agree to and accept full and exclusive liability for the compliance with all obligations imposed and further agrees to defend, indemnify and hold owner harmless for any liability or penalty which may be imposed by the Central, State or local authority also from all claims, suits or proceedings that may be brought against the owner arising under growing out of or by reason of the work provided for by this contract whether brought by employees of the contract or by third parties or any central government, state government or local authority for the following Act(s) and liability(ies).
 - i. Employees State Insurance Act
 - ii. Workmen Compensation & Employers Liability Insurance.
 - iii. Any other insurance required under law or regulations.

- iv. Accident or injury to workmen.
 - v. Damages to Client's property or to any person or any third party.
 - vi. Any other relevant laws / statutory obligations
2. The contractor shall indemnify and keep the owner harmless of all claims, damages or compensation payable at law in respect or in consequence of any accident or damages arising under or by reason of this agreement or execution of contract.

6. Schedule of Work and Requirements

6.1. Introduction

1. Computers along with Associated Peripherals as detailed in **Annexure-I**, are installed in the client's offices at NADT, Nagpur

Remarks:

* Quantity may vary during the period of contract. All items may not be included in CAMC at the beginning and may be added after completion of their warranty. Also, some items are likely to be removed from the CAMC, after sometime.

Payment will be made for actual number of items covered during a period. Payment for the items added or removed during any quarter will be made on pro rata basis.

6.2. Comprehensive Contract

1. The successful bidder/Contractor shall provide services for the repair and maintenance of the equipment to be maintained at NADT including Repair and Maintenance of computers (including Servers, Desktop Computers and Laptops) and associated peripherals, printers and associated hardware connected to LAN or otherwise, removal of virus from PCs, loading of Systems and Application software, addressing and solving problems arising in software application loaded on PCs, error detection in line interactive UPS and Call management from 07.00 A.M. to 10.00 P.M on all seven days in a week, hereinafter, termed as 'service hours'. All these services for the system software, application software and antivirus software are also required for the Desktops and Laptops under warranty. The successful bidder shall mobilize its service engineers and other resources having appropriate qualifications as stated in **Para 4.5(3)-"Condition of Contract"** are able to attend the calls/complaints instantly on registering of complaint during the specified duration of service hours (7:00 AM to 10:00 PM). Credential of manpower working in the campus has to be provided to NADT in terms of their competency and security of the campus. Any complaint registered during the service hours must be attended to by that day itself, except for prior permission of DD/AD (Systems) or Addl./Jt. Dir.(ICT). The working hours (on all 7 days of the week) of various personnel would be as follows:
 - i. Six Service Engineers – Three engineers will be required in each shift. Shift 1 will be from 7.00 am to 2.30 pm and shift 2 will be from 2.30 pm to 10.00 pm.
 - ii. Two computer lab technicians from 9.30 am to 6.00 pm on all seven days.

- iii. Two Call Coordinators, one will be required in each shift. Shift 1 will be from 7.00 am to 2.30 pm and shift 2 will be from 2.30 pm to 10.00 pm.
 - iv. Four semi-skilled workers- Two will be required in each shift. Shift 1 from 7.00 am to 2.30 pm and shift 2 from 2.30 pm to 10.00 pm.
2. Under special circumstances, owing to specific needs of NADT, services of service engineers may also be required beyond the specified service hours. For example, for conducting examination in ITD Application, presentations on Information Technology related subjects, preparations required at odd and late hours prior to holding of such examination or presentation, services may be required beyond the service hours. Sometimes, problems may arise on the eve of such important events and may necessitate intervention of service engineers beyond the service hours.
- i. The vendor shall provide the contact details of three different persons (at least two at any given point of time), who could be contacted at odd hours beyond the specified service hours for emergency services;
 - ii. The contact details shall include the telephone numbers (both landline and mobile); and residential address;
 - iii. Such designated persons must be able to reach NADT Campus within half an hour to 45 minutes of making a call; and
 - iv. Such designated persons would then assist in troubleshooting of the problem.
 - v. The Engineer must respond to the telephonic calls and SMS of concerned officer of NADT, Designated officers, DD/AD(Systems), DD/AD(ICT), Addl./Jt. Dir (ICT) and any other authorised officer of NADT.

The successful bidder shall provide the troubleshooting services during such odd hours beyond the specified service hours in the night as well.

3. If any complaint registered on a day is not addressed to or attended on the same day itself or the latest by the next day (with prior permission of AD/DD(Systems), AD/DD(ICT) or JD(ICT):
- i. A fine of Rs. 500/- per default (failure to attend/ rectify/ solve each failure) shall be deductible from the AMC charges payable to the vendor, subject to the condition that cumulative amount of fine on a particular day shall be restricted to Rs. 5,000/- and that for a month shall be restricted to Rs. 50,000/-.
 - ii. The fine specified as above may be waived off under circumstances beyond the control of the vendor by the Addl./Jt. Dir(ICT) by an order in writing to that effect at the request of the 'Head of Services' on the recommendation of DD/AD (Systems) or DD/AD(ICT). However, the vendor will not be eligible for automatic waiver and the waiver must be obtained in writing for it to be applicable.
 - iii. If the defaults/ failures reach up to a level where daily and/ or monthly limits

for fines are being reached, NADT shall be at liberty to review the contract and rescind it after an inquiry, which may be initiated by a written communication to that effect to the 'Head of Services' and completed within 15 days of initiation. The vendor shall be given an opportunity of being heard in this regard.

4. The Contractor shall set up a Call Management Centre at NADT Campus, Nagpur. The vendor shall depute two Call Coordinators, one in each shift, at the Help Desk, who shall receive all the calls from the users and co-ordinate with the service Engineers for attending to calls. The Call Management Centre should be operative from 7:00 am to 10:00 pm every day.
 - i. The Help Desk and Call Management Centre (CMC) shall also coordinate with all other vendors (including that for LAN and UPS deployed at NADT); OEM suppliers (whose warranties are still in force); and original software providers (including Microsoft and Libsys) for logging complaints and getting the problems rectified.
 - ii. The web based software for CMC must be capable of
 - Registering all complaints with brief descriptions
 - Recording time of registering the call
 - Automatically generating the complaint number
 - Assigning service engineer to attend the call
 - Recording comments of service engineer after attending the call
 - Registering closure of call
 - iii. The above software must also be able to generate MIS reports associated with Help Desk Services like calls closed, calls not closed during the day, calls requiring escalation etc.
 - iv. The Help Desk must be able to escalate the calls as and when required.
 - v. The software should preferably be capable of sending auto generated e-mails and SMS to complainants for feedback.
 - vi. At the start of the service, the vendor shall coordinate with NADT to map the identity of users (their mobile numbers and emails) with physical location of their machines and this database must be updated every time officers come in or go out of NADT.
5. The Contractor shall keep at its disposal such service engineers and other personnel as mentioned in **Para 4.5(3)** of this document at all such times during the service hours for maintenance of PCs /Printers/UPS and other peripherals/Software/etc. and for facility management services. Moreover, their timings for remaining available for rendering the required services shall be prescribed by the vendor from time to time as deemed appropriate based on the service requirements at NADT and as communicated to the vendor. Additional service engineers may have to be pressed into service on a particular day or during a particular period depending upon the number of pending complaints for no extra payment. In this regard the instruction of

NADT shall be binding. The said service engineers must be well versed with the day-to-day problems encountered in hardware and software installed in equipment listed in this contract besides being able to install and re-install various common software. They must be equipped with maintenance kits comprising of tool box, millimetre, diagnostic software, external CD ROM/ combo drives including device driver software and any other tool required for carrying out such services. All the service engineers, who the vendor mobilizes for providing specified services on the basis of complaints registered at CMC at NADT, must be contactable on immediate basis. Therefore, they all must carry a mobile phone and share their numbers for rendering services at NADT. Every day, the vendor through its call coordinator or any other person (Head of Services or his/ her deputy) declares the service engineers, who will be attending the complaints on that particular day. The vendor may, at its discretion, also provide the said list in advance.

6. The comprehensive AMC and FMS shall also include the following:
 - i. Loading of latest registered Antivirus software (to be provided by the NADT) including installation of free updates from the website on regular basis;
 - ii. Providing software support such as loading of operating system (including Linux/win 2008/2012 server); loading of application software, device drivers of various peripherals and configuration of LAN card ; updation/ upgradation of firmware in respect of servers and Storage Area Network device.
 - iii. Reinstallation of OS in case of system failure (including Linux/Unix & and other Server/PC related O.S)
 - iv. Work related to System administration for the servers of NADT. Configuring & handling Storage Area Network (SAN) must also be known to the engineer. The scope of work of system administrator includes installation, configuration and maintenance of SAN device including backup.
 - v. Handling and management of computer labs at NADT and equipments therein, including the projectors. The vendor may enter into back to back AMC with the OEM of projectors in the computer labs at NADT, whose details would be provided to the vendor.
7. The vendor shall through its service engineers attend all the complaints. Absence of express listing of a particular type of complaint shall never be a justification for not delivering a service or attending a problem. This contract includes all problems that can possibly arise while operating computers (PCs, Laptops and associated peripherals) along with networking configurations. If any call is not attended to for such reasons and written waiver of Addl./Jt. Dir (ICT) is not obtained in advance, it shall attract fine/penalty as stipulated in **Para 4.9**.
8. The Contractor shall ensure onsite external cleaning of every computer, printer and other accessories covered under the AMC at least twice in 7 days. He shall provide the cleaning material, approved by NADT, required for the purpose. The person deputed for this purposes must render the services on all working days.

9. The Contractor shall intimate DD/AD(Systems) or DD/AD(ICT) the status of complaints pending/rectified on a daily basis to the concerned authority of NADT. The Contractor shall also submit a consolidated report furnishing the details of calls attended, remedial action taken and their status on monthly basis to DD/AD (Systems) or DD/AD(ICT).
10. The Contractor shall provide new spare parts, assemblies and sub-assemblies in place of such items, which develop defects /suffer breakdown during the period of AMC, including belts, fuser assembly, developer, drum for colour laser printer etc. The NADT will provide consumable items such as printer ribbons, toners for LaserJet printers and inkjet cartridges only for the computer equipment installed in the NADT campus. All spare parts replaced shall be of original equipment manufacturer/supplier of that computer or peripheral and shall be new (not used or second hand). In case of unavailability of any part, the related machine should be changed with a new one or equivalent working machine. This will, however, apply only to equipment covered under comprehensive hardware warranty.
11. For this, he shall enter into back-up guarantee with original equipment manufacturer(s)/original equipment supplier(s) and a copy of the same shall be furnished to NADT for reference.
12. The Contractor shall attend to the minor complaints within half an hour of the complaint made on the same day. The complaints of DG, ADG-I, ADG-II, ADG-III, Addl. /Jt. DIs and DDIs/ ADIs shall be given priority in that order. Alternate plans may also be chalked out by the DD/AD (Systems) or DD/AD(ICT) from time to time to solve the immediate problems of Faculty Members. By minor complaints, it is meant that the faults can be corrected within 24 hours. However, the leeway to take the complaint to the next day cannot be a routine practice. Minor problems must be solved on the same day and should be carried over to the next day only under unavoidable circumstances and with prior permission of DD/AD (Systems) or DD/AD(ICT), failing which, it will attract fine.
13. In case of major faults, the equipment should be set right and restored in working condition within three days from the date of reporting of fault. However, after deciding that it is a major fault, a standby unit of equivalent configuration shall have to be provided within one day by the Contractor so that the work of that user/Section does not suffer. The provision of standby unit does not absolve the Contractor from the responsibility of repairing the fault early. If the faulty equipment is not rectified & installed within 3 calendar days from reporting the fault, penalty would be levied from the date of complaint, as per **Para 4.9** of the tender documents.
14. If any glitch/problem is not resolved within a specified time limit (2 hours in case of minor problem and 72 hours in case of major problems, the owner will be at liberty to get the same repaired by any outside vendor and the cost of the same shall be deducted from the quarterly bill of the contractor.
15. The Contractor shall keep sufficient number of spares such as CPUs, Monitors, HDDs, FDDs, CD/DVDROM, Combo Drive, cables etc. as standby so as to put these in service whenever required. At least five numbers each of CPUs, Monitors, Keyboards, Hard

- disks, Mouse, Printers, CD-ROMS, Floppy Drives, cables etc. would be kept in store, as standby for use at any time if replacement is required. Any cost incurred towards transportation of the faulty/repared as well as standby equipment shall be borne by the Contractor.
16. The Contractor 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.
 17. The Contractor shall make arrangement of the requisite documentation/maintenance records etc. as required for processing the quarterly payment during the period of AMC, which may be required by him for carrying out the maintenance. He shall submit a copy of the document/maintenance records to NADT, as and when required for reference.
 18. All the equipment under AMC should pass through quarterly preventive maintenance and the preventive maintenance report, duly signed by the vendor, should be submitted along with the quarterly bills.
 19. The vendor shall appoint a fairly senior officer, who will be designated as “Head of Services” and will be empowered to:
 - i. Mobilize emergency support and services from within or outside the organization in order to cater to any emergency needs;
 - ii. Exercise administrative control over service engineers, Help Desk personnel and computer lab technicians assigned to deliver services at NADT for acts of commission and omission;
 - iii. Respond to immediate needs of NADT as communicated by DD/AD (Systems) or DD/AD(ICT) or Addl./Jt. Dir (ICT);
 - iv. Provide immediate services by summoning additional resources within its organization in emergency situations; and
 - v. Act promptly and take remedial steps in case of failure of mechanism set for emergency services beyond service hours. If the designated persons cannot be reached or contacted for ‘beyond service hours’ assistance, ‘Head of Services’ will be contacted.
 20. There can also be situations, where the designated service engineers may not be able to troubleshoot the problem while they are assigned to attend a complaint. In such situations, the ‘Head of Service’ shall make use of superior resources available within its organization to provide the necessary solution. Such needs can be ascertained based on feedback provided by service engineers or mutual consultation between DD/AD (Systems) or DD/AD(ICT) and Head of Services.
 21. Head of Services may have another officer deputizing for him/ her for issues involving lower degree of complications, but will be ultimately responsible for all bigger issues including ‘recourse to procuring remedial emergency services from open market at the cost of the vendor, if the same cannot be provided by it within the required

- time’.
22. The Contractor shall not use the services of any undesirable personnel for attending calls at NADT. Any such persons, who are not acceptable to NADT, shall not be sent to NADT for providing any service. The contractor shall get the police verification done of the credentials of the workforce to be employed by him in the institute and keep the original thereof with him / them for production to the institute as and when desired. However a certified copy of police verification shall be submitted to the NADT. Staff on duty should not smoke or drink or indulge in any unhygienic activities at any public place which is prohibited under the law and shall follow the rules of the campus.
 23. The contractor will be required to deposit a Performance Bank Guarantee from a Scheduled Commercial Bank @ 10% of the annual value of the contract as security for due fulfillment of the contract. The Bank guarantee should be executed in the proforma in **Annexure-IV**. It should be valid till the expiry of fourteen (14) months period after the date of awarding the contract by the NADT. The bank guarantee must be submitted within one month from date of award of contract. This security shall be liable to forfeiture in the event of any breach or nonobservance of the terms of the contract by the contractor or premature termination of the contract on part of the contractor for any reason. The performance bank guarantee will be renewed by the contractor, if the contract is extended after the normal expiry period of the contract.
 24. The Performance Bank Guarantee will be released by the NADT 2 months on the expiry of the contract only if all the articles have been handed over to the NADT and the equipment and property under the security of the Contractor have not been damaged. In case of any damage to the articles, equipment or property attributable to contractor, an amount equivalent to the damages will be intimated to the contractor and will have to be paid by the contractor before the Performance Bank Guarantee is released. In case of delay of more than 15 days in payments, the NADT may, at its discretion, recover the same amount from the Performance Bank Guarantee.
 25. The Contractor shall observe all security measures as are applicable to the office of NADT. The NADT reserves the right to cancel the contract in case of breach of security regulations and to take such action as may be considered necessary. Any special precautions required to be observed by the contractor shall be made known to him by the office of the NADT from time to time.
 26. Without prejudice to the preceding terms of contract, the contractor will be liable to reimburse the NADT any cost or legal liability / penalty / fine imposed on the NADT by any authority, because of any misconduct or any act of omission or commission of the contractor or any of the engineers/ workers/ subcontractors / agents / any other persons deployed by the contractor.
 27. The NADT shall have the right to withhold any reasonable sums from the amounts payable to the Contractor under this contract, if the Contractor commits breach of any of the terms and conditions with regard to payment of all statutory and other dues or compliance with statutory or other obligations.

28. In the event of instances of the gross misbehavior, theft, burglary, moral turpitude, misuse of the occupied area, breach of contract, unsatisfactory services etc. by the Contractor or by any personnel/staff/agent of the Contractor, the NADT may forthwith terminate this contract summarily without previous notice to the contractor and contractor shall have no claim whatsoever against NADT or any of its officers in consequence of such termination.
29. However, no dispute shall be taken by either of the parties to the contract, to any court of law without first requesting it to be referred to a mutually acceptable arbitrator, under the relevant arbitration law, and any decision of such arbitrator will be final and binding on both parties, and shall not be appealable in any court of law, except on the grounds of malafide or perversity.
30. The bidder shall obtain a valid labour license under the Contract Labour(R & A) Act, 1970 and the Contract Labour (R & A) Central Rules, 1971, before commencement of the work, a copy of which he shall submit to NADT, He shall continue to have a valid license until the completion of work. The bidder shall also abide by and comply with the provisions of the Child Labour (Prohibition and Regulation) Act, 1986. Payment of Wages Act, 1936, Minimum Wages Act, 1948. Employees Liability Act, 1938, Workmen's Compensation Act, 1923. Industrial Dispute Act, 1947. Maternity benefits Act, 1961, and Apprentices Act, 1961 or the modification thereof or any other laws relating thereto and the rules made there under from time to time. The bidder is fully responsible to observe the above laws as amended from time to time in regard to his employees and compensation and other benefits / risks in relation to employees to be engaged by him. Provisions of EPF and Misc. Provisions Act, 1952 and Employees Provident Fund Scheme 1952 shall be followed by the bidder in respect of staff engaged by them for performing the works of NADT. The persons deployed by the bidder shall always carry the proof that they have been covered under ESI, PF. Mere proof of furnishing the code number of the bidder is not sufficient. The proof of compliance shall be included in the monthly bill without which it will not be processed.
31. The contractor agrees and undertakes to bear all taxes, rates, charges, levies or claims whatsoever as may be imposed by the State/Central Govt. or any local body or any other authority.
32. After the award of contract, the contractor shall be initially on trial for two months, subject to fortnightly review of performance. The continuance of the contract for the remaining period shall be subject to the satisfactory performance during the trial period.

6.3. Change of Location

1. In case any computer equipment including Server is required to be shifted from one place to another, its de-installation from old location and reinstallation at new location shall be done by the Contractor.
2. In case of shifting of the said equipment beyond 50 km from the existing location, the terms and conditions of the AMC shall get extended by mutual consent, to the said equipment at the location to which it is shifted and on such further terms and

conditions as are mutually agreed upon between the Contractor and the NADT in writing

6.4. General Instruction For Maintenance/Service

1. During the currency of the contract, the contractor shall carry out preventive maintenance services every three months for all the equipments under CAMC and each equipment should be labeled so after each such preventive maintenance. The preventive maintenance services would mean and include testing, servicing and cleaning of the machines etc. to ensure that no breakdown or technical snag in the equipment occurs at any time during the period under CAMC.
2. The spare parts supplied by the contractor should be brand new/ original one and from the reputed manufacturers/ sources to ensure satisfactory performance. Used/ repaired spare parts will not be accepted. Before using any spare, the same should be shown and got approved by the Client. The contractor will ensure that the repairs carried out do not require same repairs again within a reasonable time.
3. The contractor will attend to the complaints and breakdowns promptly as and when required. In case, the contractor or his authorized engineer/ technician fails to attend the call within the stipulated/ specified time limit or fails to carry out the job of maintenance like replacement of spares etc. due to any reasons whatsoever, the said job shall be got done through other agency at the discretion of Client at the sole risk and cost of the contractor and the amount shall be deducted from contractor's bill. Decision of the Client shall be final and binding in this regard.
4. Firm has to maintain a call report register and the same has to be got signed by the concerned official after rectification of the problem
5. The maintenance/ servicing shall be planned in consultation with the Client.
6. The work shall be carried out as per the best engineering practices and to the satisfaction of Client.
7. All parts repaired / replaced shall have performance guarantee for at least 03 months.

6.5. Handing Over

1. At the time of expiry of contract all the equipment under maintenance shall be handed over in working condition so that handing over of AMC to next Contractor takes place in a smooth manner.
2. Any equipment not made available in working condition on the last working day of the contract period shall be rectified/ repaired by the Contractor within next 3 working days failing which the equipment shall be got rectified from alternate sources and deductions of the same made from the AMC payment.
3. The Contractor shall provide services for 15 working days from the date of the expiry of the contract for smooth transfer of the AMC to the new contractor without any extra cost. In this connection, any equipment which is noted as in non-working

condition till last hour of the AMC contract period shall be rectified by the outgoing AMC Contractor without any extra cost to NADT.

Format – I

Complaint Register

(To be submitted every alternate day in the morning to the DD/AD (Systems))

Sl. No.	Date & Time of receiving complaint	Name of the Member/ Officer/ Section	Contact Number	Room No / Address	Type of Complaint	Machine Sr.No.	Complaint Attended Date & Time	Token Number	Status of Complaint	Remarks
1	2	3	4	5	6	7	8	9	10	11

Format -II

Complaint Form

Complaint No/ _____ Date and time _____ Name of Officer _____ Address _____ Tel. No. _____
 Token No. _____

Equipment (Type of equipment, Make/Model & Sr.No.)

Nature of complaint

Attended on _____ Attended By _____

Rectified on _____ Date & Time

Remarks :

Signature of User/User Representative with Name

Format-III

Cleaning Record

(To be submitted every Monday in the morning to the DD/AD (Systems))

Date	Type of Equipment	Machine Sr.No.	Name of building & Room No.	Name of the user	Signature of User/Representative

Format –IV**Attendance Register**

Vendor's Support Staff and Engineers
(To be kept in the office of the DD/AD (Systems))

Sr. No.	Name of Engineer	Dates	Time of Arrival	Time of Departure	Signature of the Engineer	Remarks of DD/AD(Sys)

Format -V**Quarterly Report on Preventive Maintenance**

(To be submitted equipment wise and building wise in the week after the end of the quarter to the DD/AD (Systems) along with the soft copy of the details)

For the Quarter (period):

Type of equipment:

Building Name:

Sr. No.	Name of User	Room No/ Address	Machine Make/ Model, Sr. No./RAM/HDD and other peripheral details	Hardware/O.S/ Drivers/antivirus/ check done (Y/N)	Disk defragmentation/ removal of temporary files/cleaning of disk drives/physical cleaning are done (Y/N)	Power Input to the system & earthing checked (Y/N)	Date	Signature of user

Schedule- I

**General Information about the Company/Firm
(To be filled along with the Technical Bid and also attach relevant documents)**

1)	Name of the Company/ Firm	:
2)	Head/Regd. Office Address (a) Postal (b) Telephone/ Fax Nos. (c) E-mail (d) Website address, if any	: : : : :
3)	Nagpur Office Address (a) Postal (b) Telephone/ Fax Nos. (c) E-mail (d) Website address, if any	: : : : :
4)	Type of the Company/ Firm (Individual/ Partnership/ Pvt. Ltd.)	:
5)	Owner/ partners of the Company/Firm	:
6)	Year of establishment of the Company/ Firm in the business of maintenance of Computers along with Associated Peripherals	:
7)	Year of experience in the maintenance of Computers along with Associated Peripherals with Ministries / Government Departments/ Public Sector Undertakings/ Autonomous Bodies/ Other Big Private Sector Organizations.	
8)	Details of Service Centre(s) [Address/ Telephone No./ Mobile No./ E-mail/ Contact person]	:
9)	(a) PAN No. (b) GST Registration No. (c) Service Tax No. (d) Sales Tax Regd No. (e) VAT (f) ESIC Regd. No. (Copy of PAN/GST No. /etc. shall be attached)	: : : : : : :
10)	Has the Company/ Firm ever been blacklisted? (Self declaration shall be attached)	:
11)	Amount of EMD deposited (Draft No., Bank Details, Amount) (Copy of EMD shall be attached)	:
12)	Tender Fee (Draft No., Bank Details, Amount) (Copy of Tender Fee shall be attached)	:

**Signature of bidder with stamp
of the Company/ Firm**

Schedule – II**Details of qualified service engineers with overall experience of minimum two years****(Note: - Proof of Qualification & Experience of each qualified service engineer shall be attached)**

S. No.	Name of the Service Engineer	Mobile No.	Email ID	Qualifications & Year of Passing out	Over all experience (In years)

Signature of BidderDate:
Place:Name
Office Seal

Schedule -III

Technical Expertise, Experience and Financial Status of the Company/Firm

(To be submitted along with Technical Bid and also attach relevant documents)

[A] Technical Expertise

- 1) Total staff strength of the Company/Firm on its payroll as on :
01.04.2019
- 2) Total strength of Engineers/ technical personnel in the Company/
Firm on its payroll

[B] Satisfactorily execution of AMC of computers in last three years

- 1) No. of work(s) of comprehensive AMC for minimum of 125/250 :
Computers satisfactorily executed (To be mentioned in the below
table)

Sr. No.	Client Name & Address	Duration of the Contract	Size of the Contract (No. of Computers)

(Copies of each award of contract to be attached)

[C] Financial Status

- 1) Annual turnover of the Company/ Firm during the Financial Year Turnover
last 03 years indicating the component of turnover 2015-16 :
of maintenance jobs (Please attach copy of Audited 2016-17 :
Balance Sheet and Income Tax Return) 2017-18 :

Signature of bidder with stamp of Company/ Firm

Form - I: - Technical Bid Submission Form

Technical Bid Submission Form

Date , 2019

LETTER OF BID

To
The Additional Director (I&CT)
Room No. 205, Faculty Building,
National Academy of Direct Taxes
Chhindwara Road
Nagpur 440030

Ref: Invitation for Bid No. TENDER NO. NADT/ICT/AMC TENDER/223/2018-19
Dated **15.05.2019**

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders.
2. We offer to undertake the Comprehensive Annual Maintenance Contract in respect of all the Computers along with Associated Peripherals, as per the Bill of Quantities and other terms and conditions of your office in conformity with the Bidding Documents.
3. Our bid shall be valid for a period of 90 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. If our bid is accepted, we commit to submit a performance security in accordance with the Bidding Documents.
5. The rates quoted by us are valid and binding upon us for the entire period of contract and it is certified that the rates quoted are the lowest rates as quoted in any other institution in India.
6. We also declare that Government of India or any other Government body has not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
7. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.

Yours sincerely,

Authorized Signatory

(Authorized person shall attach a copy of authorization for signing on behalf of Bidding company)

Full Name and Designation
(To be printed on Bidder's letterhead)

Form - II: - Compliance Sheet for Minimum Eligibility Criteria**Compliance Sheet for Minimum Eligibility Criteria**

Sl No.	Basic Requirement	Documents Required	Provided	Reference & Page Number
1.	General Information of Company/Firm	Copy of Sales Tax Registration , VAT Registration, GST Registration etc. as per Schedule-I	Yes / No	
2.	EMD & Tender Fee	Copy of EMD & Tender Fee payment as per Schedule-I	Yes / No	
3.	Blacklisting of Company/Firm	Self declaration as per Schedule-I	Yes / No	
4.	Manpower Capability	Copy of Qualification & Experience Certificate of each service engineer mentioned in Schedule-II	Yes / No	
5.	Satisfactorily execution of AMC of computers for minimum of 125/250 Computers	Copy of award of contract(s) as per Schedule-III	Yes / No	
6.	Annual Turnover of three years	Copies of Audited Balance Sheet and Income Tax Return per Schedule –III	Yes / No	
7.	Power of Attorney	Copy of Power of Attorney in the name of the Authorized signatory	Yes / No	
8.	Certification	Copy of the Certification, if any	Yes / No	

Annexure – I

Schedule of Prices for Comprehensive AMC of Computers, printers, Scanner & other Equipments and Remuneration of resources to be deployed

A. AMC of Computers, Laptops, Server & SAN Storage

S. No.	Model	Qty. (nos.)	Proc. year	Unit AMC Charges per Annum (Rs.) (Excluding GST)	Total AMC Charges per Annum (Rs.)
Desktops					
1	LENOVO (CORE-i7)	159	2015		
2	HP-ELITE 8000(CORE-2-DUO)	115	2010		
3	HP 8300 (CORE-i7)	20	2014		
4	HP 406 G1(CORE-i7)	10	2016		
5	HP ALL IN ONE(CORE-i3)	10	2015		
6	Apple iMac 21"	2	2012		
7	Apple iMac 27" (CORE 2 DUAL)	1	2010		
Total		317			
Laptops					
1	Dell Latitude	8	2014		
2	Lenovo think pad	3	2015		
Total		11			
Servers					
1	Server – Wipro Pentium-IV	1	2009		
2	Server – Wipro AMD opteron Dual Processor	1	2009		
3	Server IBM X3850M2 – 72332 RA	1	2009		
4	HP Blade Server BL460 set with 4 blades and all peripherals (Sr. N. : - SGH015XE54)	1	2010		
Total		4			
SAN Storage					
1	HP SAN P2000 G3 MSACA (14.5 TB) (Sr. N. : - 2S6115B125)	1	2010		
Total		1			
Total (A)					

Schedule of Prices for Comprehensive AMC of Computers, printers, Scanner & other Equipments and Remuneration of resources to be deployed

B. AMC of Printers, Scanners, Projectors & UPS

S. No.	Model	Qty. (nos.)	Proc. year	Unit AMC Charges per Annum (Rs.) (Excluding GST)	Total AMC Charges per Annum (Rs.)
Printer					
1	HP LASERJET 1108	13	2017		
2	HP LJ 1505	11	2007		
3	HP LASERJET P1106	10	2015		
4	HP/LJ 1522N	9	2009		
5	HP Laser P1007	9	2007		
6	HP LASERJET PROMFP M128 FN	6	2014		
7	RICOH AFICIO C231SF/240SF	5	2011		
8	HP HOTSPOT M1218 NFS MFP	3	2013		
9	HP LASERJET PRO CP1025NW COLOR	3	2011		
10	HP LASERJET 1020 PLUS	3	2015		
11	HP LASERJET 1566	3	2015		
12	CANON F164102	2	2013		
13	HP make Laser Printer LS 1022	2	2014		
14	LASERJET PROMFP M132 FW	1	2016		
15	LASERJET PROMFP M132 FN	1	2016		
16	HP LASERJET C MFP 128 FW	1	2015		
17	HP LASERJET PROMFP M128 FW	1	2014		
18	HP LASERJET MFPM128FM	1	2015		
19	HP LASERJET 1536 DNF MFP	1	2013		
20	MFC-9140CDN	1	2012		
21	CANON imageclass MFB35CX	1	2014		
22	HP COLOR LASERJET PRO MFP M476DW	1	2015		
23	HP COLOR LASERJET PRO MFP M476W	1	2013		
24	HP COLOR LASERJET PRO MFP M477FDW	1	2010		
25	XEROX WORKCENTER 3210	1	2009		
26	XEROX PHASER 3100MFP	1	2013		
27	HP LASERJET 1020	1	2012		
28	CANON	1	2011		
29	HP LASERJET	1	2013		
30	HP LASERJET	1	2009		
31	HP LASERJET PRO 400	1	2014		
32	HP COLOUR LASERJET MFP M176N	1	2013		
Total		98			

S. No.	Model	Qty. (nos.)	Proc. year	Unit AMC Charges per Annum (Rs.) (Excluding GST)	Total AMC Charges per Annum (Rs.)
Projector					
1	BENQUE	11	2014		
2	SONY	2	2018		
3	BENQUE	2	2018		
4	EPSON(EB518)	2	2015		
5	HITACHI	1	2010		
6	SONY	1	2015		
7	Mitsubishi Model XD450U	1	2009		
Total		20			
Scanner					
1	HP G4010 13	5	2008		
Total		5			
UPS					
1	Online UPS 10 KVA (NUMERIC)	10	2012		
2	Online UPS 20 KVA (NUMERIC)	4	2012		
Total		14			
Total (B)					

C: Remuneration of resources to be deployed

S. No.	Role	No. of resource(s) required	Unit Remuneration per Annum (Excluding GST)	Total Remuneration per Annum
1	Service Engineer	6		
2	Computer Lab Technician	2		
3	Call Coordinator	2		
4	Semi-Skilled Worker	4		
Total (C)				

D: Summary of AMC & FMS Charges

S. No.	Category	Total AMC & FMS Charges
1	A. AMC of Computers, Laptops, Server & SAN Storage	Total (A)
2	B. AMC of Printers, Scanners, Projectors & UPS	Total (B)
3	C: Remuneration of resources to be deployed	Total (C)
Grand Total (A+B+C)		
Grand Total in words :		

Annexure –I (A)**Equipments under manufacturer's warranty**

S. No.	Model	Quantity	Procurement Month & Year	Period of Warranty
Desktops				
1	Lenovo M910	363	March 2019	3 Years (Till March 2022)

Annexure –II

Instructions for online Bid submission

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for Procurement at <http://eprocure.gov.in/eprocure/app>

1. Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the contractors/bidders on the eProcurement/ e-tender portal is a pre-requisite for E-tendering.
2. Bidder should do the enrollment in the e-Procurement site using the "Online Bidder Enrollment" option available on the home page. Portal enrollment is generally free of charge. During enrollment/ registration, the bidders should provide the correct/ true information including valid email id. All the correspondence shall be made directly with the contractor/bidders through email id provided.
3. Bidder need to login to the site through their user ID/password chosen during enrollment/ registration.
4. Then the Digital Signature Certificate (Class II or Class III Certificate with signing key usage) issued by SIFY/TCS/Code/e-Mudra or any Certifying Authority recognized by CCA India on e-Token/Smart Card, should be registered.
5. The DSC that is registered only should be used by the bidder and should ensure safety of the same.
6. Contractor/Bidder may go through the tenders published on the site and download the required tender documents/ schedules for the tenders he/ she is interested
7. After downloading / getting the tender document/ schedules, the Bidder should go through the contact details. Bidder should take into account the corrigendum published before submitting the bids online
8. If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account the corrigendum published before submitting the bids online
9. Bidder then logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of e-Token/Smartcard to access DSC
10. Bidder selects the tender which he/ she is interested in by using the search option & then moves it to the 'any tenders' folder
11. From my tender folder, he selects the tender to view all the details indicated
12. It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected

13. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender documents/schedule and generally, they can be in PDF/xls/rar/jpg/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Bidders Bid documents may be scanned with 100 dpi with black and white option. It is advisable that each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through rar and the same can be uploaded, if permitted. However, if the file size is less than 1 MB the transaction uploading time will be very fast.
14. If there are any clarifications required, this may be obtained through the site, or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids
15. The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids
16. Bidder should submit the Tender Fee/EMD as specified in the tender. The original should be posted/ couriered/ given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender or as indicated in the tender. Scanned copy of the instrument should be uploaded as part of the offer
17. While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets
18. The bidder has to select the payment option as offline to pay the Tender FEE/EMD as applicable and enter details of the instruments.
19. The details of the EMD/ 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 submitted bid will not be acceptable or liable for rejection
20. The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
21. The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected
22. If the price bid format is provided in a spread sheet file like BoQ_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Priced-bid/BOQ template must not be modified / replaced by the bidder; else the bid submitted is liable to be rejected for this tender
23. The bidders are requested to submit the bids through online etendering system to

the Tender Inviting Authority (TIA) well before the bid submission last date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bid online by the bidders at the eleventh hour

24. After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date
25. The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
26. All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
27. 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 asymmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
28. The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done
29. The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exist option in the browser
30. For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Parallely for any further queries, the bidders may contact Help Desk on 0120-4001 062, 0120-4001 002, 0120-4001 005 & 0120-6277 787 and Email Support on support-eproc@nic.in (for Technical) and cpdp-doe@nic.in (for Policy Related).

ANNEXURE - III

COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT AGREEMENT FOR COMPUTERS AND ASSOCIATED PERIPHERALS

This AGREEMENT made on this, the _____ day of _____ 2014 between the President of India, acting through the Additional Director General (Training)-2, NADT, Nagpur hereinafter referred to as "THE OWNER" (which expression shall, unless excluded by or repugnant to the context, be deemed to include his successors and assigns) on the one part

And

M/s _____ having its registered office at _____ hereinafter referred to as "THE CONTRACTOR" (which expression shall unless excluded by or repugnant to the context, be deemed to and include his heirs, executors, administrators, legal representative, successors in interest and assigns) on the other part.

WHEREAS the Owner is desirous of entrusting to the Contractor a contract of comprehensive repair & maintenance of the Computers, associated peripherals, mentioned in the Specifications appearing hereinbefore and described in Annexure II hereunder, and located in the NADT campus, in Nagpur; hereinafter referred to collectively as the "EQUIPMENT".

AND WHEREAS the Contractor has agreed to undertake such repair and maintenance, as per the terms and conditions and charges set out hereunder.

AND WHEREAS it is agreed that a formal agreement be executed between the parties thereto:

NOW IN consideration of the premises, it is hereby agreed and declared by and between the parties hereto as follows:

1.0 SCOPE OF SERVICE:

1.1 M/s _____ hereby agrees to undertake the repair and maintenance of the Equipment and installed in the NADT campus, Nagpur, so as to keep it fit for normal usage on the terms and conditions of this agreement.

1.2 The AMC for the Equipment for the period from _____ to _____ (both days inclusive).

1.3 The Contractor shall provide services for the repair and maintenance, of the equipments to be maintained including removal of virus, application/system software, etc. in NADT from 07.00 A.M. to 10.00 P.M, on all seven days in a week. If required, the contractor may depute persons in shifts to do the work.

1.4 The calls at the NADT campus shall be attended promptly on all days except gazetted holidays. However, in special circumstances, the Contractor may be required to provide such services on gazetted holidays also.

1.5 The Contractor agrees to load registered Antivirus software like Quick Heal/ Symantec/ McAfee on all machines (software to be provided by the owner). The Contractor shall also load free update of the antivirus software regularly during the period of AMC.

1.6 The Contractor agrees to provide software support, formatting the HDD, loading of operating systems (including Linux/Win 2003/2008/2012 server), application software's, configuration of LAN card and driver software etc. Copies of these software shall be provided by the Owner once only in the beginning of the Contract which will be used by the Contractor during the Contract. The contractor agrees to provide support for the Work related to System/Database administrator for the servers of NADT and SAN related administration. The contractor shall also be responsible for detecting the time to time problems of line interactive UPS.

1.7 The Contractor agrees to post at least Six qualified Service Engineers, Two Lab Technicians, Two Call Coordinators at NADT as specified in **Para 6.2** of the Tender document. The said personnel shall be well-versed in solving day-to-day problems encountered in the Hardware and Software and shall be capable of installing the Software. They shall be equipped with the maintenance kit comprising of toolbox, multimeter, diagnostic software and external CDROM/combo drive including device driver software etc. The said personnel shall report to the Asstt. Director (Systems)/Deputy Director (Systems)/Asstt. Director(ICT)/Deputy Director(ICT), NADT, Nagpur.

1.8 The Contractor shall ensure onsite external cleaning of every item of the Equipment, at least twice in 7 days. The Contractor shall provide the cleaning material, approved by NADT, required for the purpose. The personnel(s) of the Contractor, deputed for the purpose, shall report to and work under the instructions of the Owner and shall do the work as assigned by the Owner.

1.9 The Contractor agrees to provide spare parts, assemblies and sub-assemblies, which develop defects or break during the period of AMC including CMOS batteries, Printer heads, drums, belts, fuser assemblies, developer, and drums for Colour Laser Printer, hard disk, etc. All spare parts replaced shall be of original equipment manufacturer/supplier of that computer and peripheral and shall be new. The Contractor shall enter into back-up guarantee with original equipment manufacturers/original equipment suppliers for Blade Server and SAN device. The back to back AMC agreement with the OEM should be submitted to NADT within one month of award of the contract. The faulty parts arising out of replacements shall be the Contractor's property. The contractor will maintain the record of replacement of parts and submit the same at the end of Quarter to the Assistant Director(Systems)/ Deputy Director (Systems).

1.10 The Contractor agrees to attend to all the complaints as well as follow the procedures and satisfy all terms and conditions in accordance with **Para 4 & 5** of the Tender Document.

1.11 The Contractor's responsibility to maintain the said equipment in operating condition is subject to:

1.11.1 The non-occurrence of any event beyond the reasonable control of Contractor including, but not limited to, acts of God or public enemy or Governmental authority, confiscation of facilities, act of war or threatened war, hostility, rebellion or sabotage or damage resulting from fire, flood, explosion, accident, Earth Quake, riot, lockouts,

strikes or other concerned acts of workmen, direct or indirect.

1.11.2 The non-occurrence of any event occasioned by fault or negligence of the owner, his agent or his employees or by causes external to the system such as, but not limited to, power failure.

1.11.3 The performance by the Owner of his obligation under this agreement.

1.12 The Contractor agrees to make arrangement of the requisite documentations during the Period of AMC. The list of documentation in particular formats

Complaint Register (FORMAT-I)

Complaint Form (FORMAT-II)

Cleaning Record (FORMAT-III)

Attendance Register (FORMAT-IV)

Quarterly Report on Preventive Maintenance (FORMAT-V)

1.13 The Owner also reserves the right to withdraw any item of the Equipment included in the contract hereof at anytime during the period of this contract.

1.14 The Contractor agrees to submit a Bank guarantee of an amount equivalent to 10% of the amount of the AMC and also during each renewal of the contract.

2.0 PERIOD OF CONTRACT

2.1 The contract shall commence on _____ and shall remain in force till _____ (both days inclusive).

2.2 During the entire period of the contract, no request for any increase in the rates on any account would be entertained and the performance would be reviewed from time to time to ensure that it is to the entire satisfaction of the Owner.

2.3 The contract will be initially for a period of one year. The NADT, however, reserves the right to Extend the term of the contract beyond one year on a quarterly, six-monthly or annual basis up to a total period of two years including first year, after obtaining willingness of the Contractor, with or without altering any or all the terms and conditions of the contract.

3.0 AVAILABILITY OF MAINTENANCE SERVICE:

3.1 The Contractor shall provide repair and maintenance services for the said Equipment through resident Engineers and other staff as per the **Para 6** of the Tender Document. Services rendered during the said period shall be charged as specified in clause 4.1 below.

3.2 The Contractor shall ensure that no complaint remains unattended. In case of failure to do so, recoveries as indicated in Clause 4.6 below shall be effected from the quarterly bills.

3.3 The Contractor shall be required to maintain a register detailing complaints wherein each complaint received and action taken thereon along with the timings will be recorded by the Contractor's service staff. The complaint register will be produced to the DD/AD (Systems),

NADT on daily basis for inspection and further directions, as the case may be.

4.0 REPAIR/ MAINTENANCE CHARGES:

4.1 The Owner shall be liable to pay to the Contractor a sum of Rs. _____ (Rupees _____ only) towards the charges for repair and maintenance rendered during the period of AMC from _____ to _____ in quarterly installment, after effecting recoveries, if any, as stated under clauses 4.6 to 4.8 hereunder.

4.2 Pre-receipted bill, in triplicate, shall be submitted by the Contractor as per the following schedule:

1st bill on or after _____

2nd bill on or after _____

3rd bill on or after _____

4th bill on or after _____

The Contractor shall submit along with the quarterly bill the complaint register for the quarter, the preventive maintenance report, the cleaning record for the quarter as well as the attendance register(s) for the quarter.

4.3 The Owner shall deduct prescribed taxes, duties and any other statutory levies imposed by the Government on such charges as may arise from the implementation of this agreement.

4.4 On receiving the complaint from NADT user, the complaint shall be entered into a complaint register/Web based call Management System. The complaint shall be immediately passed on to the contractor's service engineer by a written note or by a telephonic message, as the case may be. The service engineer shall attend to the complaint the same day (if the complaint lodged by 3.00 PM) or latest by next day (if complaint is lodged after 3.00 PM). All minor complaints shall be repaired positively within 24 hours. The complaints of Director General, Addl. Director General-I & Addl. Director General-II shall be attended most promptly. In case the engineer feels that the complaints cannot be rectified within this time, standby equipment shall be installed by next working day and faulty equipment shall be repaired immediately. However, this will not absolve the Contractor's responsibility of rectifying NADT's equipment within stipulated time and shall be counted for penalty stated elsewhere in the specification.

4.5 In case of major faults, the equipment shall be set right in working condition within three days from the date of reporting of fault. However, after deciding that it is a major fault, a standby unit shall be provided by the Contractor within one day so that the work of that user does not suffer. The provision of standby unit does not absolve the Contractor from the responsibility of repairing the fault early. The Contractor shall keep sufficient number of spare standby systems viz at least 5 sets each of CPUs, Monitors, HDDs, FDDs, CD ROM/Combo Drive, Printer, etc. so as to put these in service whenever required.

4.6 If any item of the Equipment remains non-operational/non-functional beyond the agreed upon permissible period as defined in the tender specifications and stand-by is not provided, a deduction @ Rs.500/- (Rupees five hundred only) per item/part of item per calendar day,

from the day complaint is made shall be deducted from the quarterly bill, subject to the condition that cumulative amount of fine on a particular day shall be restricted to Rs. 5,000/- (Five thousand only) and that for a month shall be restricted to Rs. 50,000/- (Fifty thousand only). If the equipment is not put in working condition within a month, the equipment of same specification or whatever with nearest available specification shall be procured and its cost shall be deducted from the AMC charges/Bank Guarantee for this Contract. This will be inclusive of the penalty amount plus Rs. 2,000/- extra as penal cost.

4.7 The Contractor shall also be penalized at the rate of Rs. 1000/- (Rupees one thousand only) per day per person for the number of working days, the qualified personnel, as specified under **Para 4.5(4)** of the Tender Document, remains absent and @ Rs.500/- (Rupees five hundred only) per working day for number of days the computer & its accessories cleaning services, as required under Clause 6.6 of Specification, are not provided.

4.8 Pro-rata recoveries, for withdrawal from AMC of any item of the equipment shall be affected by the Owner before making payment of any bill of the Contractor.

5.0 CHANGE OF LOCATION:

5.1 In case any computer equipment is required to be shifted from one place to another, its deinstallation from old location and reinstallation at new location shall be done by the Contractor.

5.2 If the shifting of the said Equipment is beyond 50km from the existing location, the Contractor shall be discharged of the obligations under this agreement, unless the terms and conditions of this agreement are extended by mutual consent, to the said equipment at the location to which it is shifted and on such further terms and conditions as are mutually agreed upon in writing between the Owner and the Contractor.

6.0 TERMINATION OF AGREEMENT

The owner reserves the right to abandon or terminate the contract at any time without assigning any reason, after giving three months notice to the Contractor. In the event of the service/work 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 at their risk and cost of the Contractor and after giving to the Contractor an opportunity to show cause as to why such an action should not be taken. In the event of termination of Contract on account of unsatisfactory/substandard services, the Contractor shall be liable to compensate the owner of all the loss, damages, costs and consequences thereof.

7.0 OTHER TERMS OF AGREEMENT

7.1 The Owner may stipulate any further conditions during the period of the Contract which will be duly communicated to the Contractor in writing.

7.2 The Contractor shall not employ any undesirable personnel(s) and if any such person(s) is not acceptable to the Owner, the Contractor shall immediately replace him.

7.3 The Contractor undertakes not to enter into a sub-contract with any other person(s)/company(s) or to transfer the contract or any benefit there under to any person(s) or company(s) without the prior written approval of the owner.

7.4 The Contractor shall get the maintenance, including cleaning of the equipments, done by his maintenance staff solely at his own risk. The owner 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 Contractor's maintenance staff during the course of maintenance under the contract. The Contractor shall observe all laws and be responsible for the implementation thereof in respect of the staff employed by him.

7.5 The Contractor shall observe all security provisions as are applicable to the NADT. The NADT reserves the right to cancel the Contract in case of breach of security regulations and to take such action as may be considered necessary. Any special precautions required to be observed by the Contractor shall be made known to the Contractor by the owner from time to time.

7.6 The specifications and General Terms and Conditions appearing hereinbefore and Annexure II, all Formats and Schedules appearing hereinafter shall be construed as if they were part of this contract.

8.0 ARBITRATION:

In case of any disagreements so as to the interpretation of any clause or otherwise, relating to the AMC, that may arise during or after the execution of the contract, the matter shall be referred to the person(s) to be appointed or nominated by the Director General(Trg.)/Pr. Director General(Trg.), NADT whose decision shall be final. Also in the event of any dispute, relating to the AMC, that may arise during or after the execution of the contract, the matter shall be referred to the person(s) to be appointed or nominated by the Director General(Trg.)/Pr. Director General(Trg.), NADT for arbitration and the decision of such person(s) would be binding for both the parties. The proceedings of the arbitration shall be carried out only in Nagpur.

IN WITNESS thereof the parties thereto, acting through their properly constituted representatives there up to duly authorized, have caused these presents to be signed and executed for in their respective names and on their behalf on the day, month and year first above written at Nagpur.

For and on behalf of:

For and on behalf of:

THE PRESIDENT OF INDIA

Signed

Signed

Name:

Name:

Date :

Date :

IN THE PRESENCE OF

Signed

Signed

Name

Name

Date

Date

Place

Place

Annexure –IV

FORM FOR PERFORMANCE GUARANTEE IN CONNECTION WITH AMC OF COMPUTERS AND PERIPHERAL SERVICES

To
The President of India

WHEREAS (name of address of the contractor) (hereinafter called “the contractor”) has undertaken, in pursuance of contract no. Dated for AMC of computers and peripheral Services (hereinafter called “the contractor”).

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

AND WHEREAS we have agreed to give the contractor such a bank guarantee: NOW Therefore we hereby affirm that we are guarantors and responsible to you, on behalf of the contractor, up to a total of (amount of the guarantee in words and figures), and we undertakes to pay you, upon your first written demand declaring the contractor to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the contractor shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the day of, 20

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

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

(Bank’s common seal)