



TENDER NO.: CEA-CH-13-55/1/2019-IT Division

“केन्द्रीय विद्युत प्राधिकरण में संगणक व सहयुक्त पेरिफेरल्स, लैपटॉप, लैन एवं
वाई-फाई नेटवर्क की अनुरक्षण संविदा”
हेतु
ई-निविदा

**e-TENDER
FOR
“MAINTENANCE CONTRACT OF DESKTOP
COMPUTERS
& ASSOCIATED PERIPHERALS, LAPTOP
COMPUTERS ,
LAN AND WIFI NETWORK IN CEA”**

केन्द्रीय विद्युत प्राधिकरण / Central Electricity Authority
सेवा भवन, रामकृष्णपुरम / Sewa Bhawan, R.K. Puram,
नई दिल्ली-110066 / New Delhi-110066
केविप्रा वेबसाइट / CEA Web Site: www.cea.nic.in

अगस्त 2019 / August 2019

Checklist for Bid Submission

The following check-list must be filled in and submitted with the tender document:

<u>Technical Bid</u>			
Sl. No.	Particulars	Please Tick	
1.	Have you uploaded the scanned copy of Bid Security or relevant document for Bid Security waiver as per Clause 2.6?	Yes	No
2.	Have you uploaded the scanned copy of Bidder Information duly filled and signed as per <i>Annexure-III</i> ?	Yes	No
3.	Have you uploaded the scanned copies of documents as per Clause 1.2.1.1?	Yes	No
4.	Have you uploaded the scanned copies of documents as per Clause 1.2.1.2?	Yes	No
5.	Have you uploaded the scanned copies of documents as per Clause 1.2.1.3?	Yes	No
6.	Have you uploaded the scanned copies of documents regarding ISO certification as per Clause 1.2.1.4?	Yes	No
7.	Have you uploaded the scanned copies of documents regarding PAN/ GSTIN as per Clause 1.2.1.5?	Yes	No
8.	Have you uploaded the scanned copies of declaration regarding Black Listing as per Clause 1.2.1.6?	Yes	No
9.	Have you uploaded Bid Acceptance Letter as per <i>Annexure-II</i> ?	Yes	No
10.	Have you uploaded the scanned copy of documents regarding Audited balance sheets for the last three years as a proof of revenue from services and profit details as per Clause 1.3.1 and 1.3.2?	Yes	No
11.	Have you uploaded the scanned copy of documents regarding experience during last five years as per Clause 1.3.3?	Yes	No
12.	Have you uploaded the scanned copy of details of work experience, turnover and profit duly filled and signed as per <i>Annexure V</i> ?	Yes	No
13.	Have you uploaded the scanned copy of Details of AMC contracts successfully executed in last three years duly filled and signed as per <i>Annexure VI</i> ?	Yes	No
14.	Have you uploaded the scanned copy of documents regarding customer satisfaction as per Clause 1.3.5?	Yes	No
15.	Have you uploaded the scanned copy of Details of AMC contracts presently under execution duly filled and signed as per <i>Annexure VII</i> ?	Yes	No
16.	Have you uploaded the scanned copy of Schedule of deviation duly filled and signed as per <i>Annexure-IV</i> ?	Yes	No
17.	Have you uploaded the scanned copy of Undertaking for Technical Bid duly filled and signed as per <i>Annexure-XI</i> ?	Yes	No
18.	Have you uploaded the scanned copy of the Power of Attorney in respect of the Authorized Signatory for the Bid on a Stamp Paper?	Yes	No
<u>Financial Bid:</u>			
1.	Have you uploaded the Financial Bid as per BoQ_xxxx?	Yes	No

(Signature & Seal of Bidder)

NOTICE INVITING TENDER (NIT)

Online Bids are invited from eligible Bidders for Maintenance Contract of Desktop Computers & associated peripherals, Laptop Computers, LAN and WiFi Network in Central Electricity Authority (CEA), New Delhi.

IMPORTANT INFORMATION

Tender Publishing, Document download start Date & Time	19.08.2019 from 1300 hrs.
Tender Documents to be downloaded from	http://eprocure.gov.in/eprocure/app
Bid Submission Start Date & Time	19.08.2019 from 1400 hrs.
Clarification Closing Date & Time	27.08.2019 upto 1700 hrs.
Bid Submission Closing Date & Time	09.09.2019 upto 1300 hrs.
Technical Bid Opening Date and Time	10.09.2019 at 1500 hrs.
Contact Details	Director (IT), Central Electricity Authority Room No. 313 (North), Sewa Bhawan, R. K. Puram, Sector-1, New Delhi – 110066. Phone: 011-26732384 Email: itcea@nic.in Website: www.cea.nic.in

Table of Contents

NOTICE INVITING TENDER (NIT).....	3
1. PART-I: BID SCOPE & REQUIREMENTS	7
1.1 SCOPE OF WORK	7
1.2 PRE-QUALIFICATION REQUIREMENTS	7
1.3 TECHNICAL REQUIREMENTS.....	7
2. PART-II: BID PREPARATION & SUBMISSION	9
2.1 BIDDING PROCESS	9
2.2 INSTRUCTIONS FOR ONLINE BIDDING PROCESS.....	9
2.3 BIDDING DOCUMENT	13
2.4 BID VALIDITY PERIOD.....	13
2.5 TECHNICAL BID	13
2.6 BID SECURITY	14
2.7 FINANCIAL BID.....	15
2.8 NO PRICE VARIATION	16
2.9 AMENDMENT OF TENDER DOCUMENT BY CLIENT	16
2.10 MODIFICATION OF BIDS BY BIDDERS.....	16
2.11 LATE BIDS.....	16
3. PART-III: BID OPENING & EVALUATION	18
3.1 OPENING OF BIDS	18
3.2 PRELIMINARY EXAMINATION OF TECHNICAL BID	18
3.3 EVALUATION OF TECHNICAL BID	18
3.4 EVALUATION OF FINANCIAL BID	19
4. PART-IV: AWARD OF CONTRACT	20
4.1 LOWEST SUCCESSFUL BIDDER.....	20
4.2 LETTER OF AWARD (LoA)	20
4.3 PERFORMANCE SECURITY	20
4.4 SIGNING OF CONTRACT.....	20
4.5 SUB-CONTRACTING	20
5. PART-V: EXECUTION OF WORK & PAYMENT	21
5.1 PERIOD OF CONTRACT	21
5.2 LOCATIONS TO BE COVERED.....	21
5.3 PAYMENT TERMS	21
6. PART-VI: GENERAL CONDITIONS OF CONTRACT	22
6.1 DEFINITIONS.....	22
6.2 APPLICATION	23
6.3 COST OF BIDDING	23
6.4 GOVERNING LANGUAGE.....	23

6.5	CLARIFICATIONS OF BIDS	23
6.6	CONTACTING THE CLIENT	24
6.7	CLIENT'S RIGHT TO ACCEPT OR REJECT ANY BID OR ALL BIDS	24
6.8	CHANGE IN SCOPE OF WORK.....	24
6.9	AMENDMENT OF CONTRACT	25
6.10	TAXES	25
6.11	USE OF CONTRACT DOCUMENTS AND INFORMATION.....	25
6.12	TERMINATION OF CONTRACT	25
6.13	FORCE MAJEURE	26
6.14	GOVERNING LAW AND DISPUTES.....	26
6.15	STANDARDS OF PERFORMANCE	27
6.16	CORRUPT AND FRAUDULENT PRACTICES.....	27
6.17	DATA AND CYBER SECURITY.....	27
6.18	TAKING OVER / HANDING OVER OF EQUIPMENT UNDER THE CONTRACT ON EXPIRY OF TERM / TERMINATION OF THE CONTRACT	28
6.19	OTHER TERMS AND CONDITIONS	28
7.	PART-VII: SPECIAL CONDITIONS OF CONTRACT.....	30
7.1	DETAILS OF WORKS UNDER THE CONTRACT	30
7.2	EQUIPMENT UNDER MAINTENANCE CONTRACT	32
7.3	EXECUTION OF THE CONTRACT	32
7.4	PENALTY FOR DEFAULT IN SERVICE.....	37
8.	PART-VIII: ANNEXURES.....	40
ANNEXURE-I.....	40	
LIST OF EQUIPMENT	40	
A) Item-1: EQUIPMENT COVERED UNDER 'OUT OF WARRANTY' (Category -I)	40	
B) Item-2: LAN UNDER 'OUT OF WARRANTY' CATEGORY (Category -I)	44	
C) Item-3: WiFi NETWORK 'UNDER OUT OF WARRANTY' CATEGORY'(Category-I).....	44	
D) Item 4: EQUIPMENT COVERED UNDER 'WARRANTY' CATEGORY (Category-II).....	45	
ANNEXURE-II.....	47	
FORMAT FOR BID ACCEPTANCE LETTER.....	47	
ANNEXURE-III	48	
FORMAT FOR BIDDER INFORMATION	48	
ANNEXURE-IV	49	
SCHEDULE OF DEVIATIONS.....	49	
ANNEXURE-V.....	50	
DETAILS OF WORK EXPERIENCE, TURNOVER AND PROFIT	50	
ANNEXURE-VI	51	
DETAILS OF ANNUAL MAINTENANCE CONTRACTS SUCCESSFULLY EXECUTED IN LAST THREE YEARS	51	

ANNEXURE-VII.....	52
DETAILS OF ANNUAL MAINTENANCE CONTRACTS PRESENTLY UNDER EXECUTION	52
ANNEXURE-VIII.....	53
BILL OF QUANTITY (BoQ)	53
ANNEXURE-IX.....	56
FORMAT OF PERFORMANCE SECURITY.....	56
ANNEXURE-X.....	58
FORMAT OF BID SECURITY	58
ANNEXURE-XI.....	60
FORMAT FOR THE UNDERTAKING FOR TECHNICAL BID	60
ANNEXURE-XII.....	62
CONTRACT AGREEMENT FORMAT	62

1. PART-I: BID SCOPE & REQUIREMENTS

1.1 SCOPE OF WORK

1.1.1. Maintenance of Desktop Computers & associated peripherals, Laptop Computers, LAN and WiFi Network in CEA for a period of **Two (2) Years** as per the details given at *Annexure-I*.

1.2 PRE-QUALIFICATION REQUIREMENTS

1.2.1. Invitation of Bid is open to eligible Bidders fulfilling the following:

1.2.1.1. Bidder shall be a registered company under the Indian Companies Act, 1956.

1.2.1.2. Bidder shall be registered with Employee State Insurance Corporation.

1.2.1.3. Bidder shall be registered with Employee Provident Fund Organization.

1.2.1.4. Bidder shall have Information Technology Service Management (ISO: 20000-1:2011 or later) certification.

1.2.1.5. Bidder shall have a valid PAN / GSTIN.

1.2.1.6. The Bidder has not been blacklisted by any of the Government Organization(s)/Public Sector Undertaking(s) (PSUs).

1.2.2. Bidder must comply with all the criteria as mentioned at clause 1.2.1. Non-compliance of any of the criteria shall result in rejection of the bid. Any hiding/ mis-representation of facts shall result in rejection of the bid and forfeiture of Bid Security.

1.3 TECHNICAL REQUIREMENTS

1.3.1 The Bidder shall have a minimum Rs. 60 lakhs Revenue from Services, in India, in each of last three financial years i.e. 2018-19, 2017-18 and 2016-17.

1.3.2 Bidder shall have net profit after tax in each of the last three financial years i.e. 2018-19, 2017-18 and 2016-17.

1.3.3 The Bidder shall have experience in Hardware and Software maintenance of Computer & its associated peripherals viz. Desktop Computers, Laptop Computers, Printers, UPS and LAN, Wifi Network of at least five years reckoned from the last date of submission of the bid.

1.3.4 The Bidder shall have successfully executed similar works (*as mentioned in clause 1.3.7*), as per criterion given below, in Government Organization(s)/Public Sector Undertaking(s) (PSUs) during the last three (3) years reckoned from the last date of submission of bid:

a. One similar Work costing not less than Rs. 10 Lakhs per annum.

or

b. Two similar Works costing not less than Rs.7 Lakhs each per annum.

or

c. Three similar Works costing not less than Rs.5 Lakhs each per annum.

1.3.5 The Bidder shall submit customer satisfaction letter(s) along with the concerned Letter of Award (LoA) against at least two of its successfully completed Annual Maintenance Contracts (AMCs) of Computers & associated peripherals in Government Organization(s)/Public Sector Undertaking(s) (PSUs) executed during preceding three calendar years.

1.3.6 The Bidder shall presently have one similar work (*as mentioned in clause 1.3.7*) costing not less than Rs.10 Lakhs per annum or two similar works (*as mentioned in clause 1.3.7*) of annual value of at least Rs.7 Lakhs each **or** three similar works (*as mentioned in clause 1.3.7*) of annual value of at least Rs. 5 Lakhs each, presently under execution with Government Organization (s)/Public Sector Undertaking (s) (PSUs).

1.3.7 Similar work(s) means Hardware and Software maintenance of Computer & its associated peripherals viz. Desktop Computers, Laptop Computers, Printers, UPS, LAN equipments and WiFi Network Devices.

2. PART-II: BID PREPARATION & SUBMISSION

2.1 BIDDING PROCESS

- 2.1.1 The Bidder shall submit the bid electronically, through the e-procurement portal (<http://eprocure.gov.in/eprocure/app>). **Any document submitted through any other means will not be considered as part of the Bid except for the Originals as asked for in this tender.**
- 2.1.2 This tender shall follow a two-stage Bidding process. The Bid shall be submitted in two parts namely Technical Bid and Financial Bid.
- 2.1.3 In the first stage, only Technical Bid will be opened online and evaluated.
- 2.1.4 The Bid shall be considered responsive provided it meets all the requirements under this tender document.
- 2.1.5 Under the second stage, the Financial Bid of only those Bidders, whose Technical Bids are found responsive, will be opened. Date of opening of Financial Bid would be notified separately.

2.2 INSTRUCTIONS FOR ONLINE BIDDING PROCESS

- 2.2.1 The bidder is required to submit soft copies of its bid electronically on the CPP (*Central Public Procurement*) Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidder in registering on the CPP Portal, prepare its bid in accordance with the requirements and submitting its bid online on the CPP Portal.
- 2.2.2 More information useful for submitting online bid on the CPP Portal may be obtained at: <http://eprocure.gov.in/eprocure/app>.
- 2.2.3 **REGISTRATION**
- 2.2.3.1 Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <http://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder enrollment" on the CPP Portal which is free of charge.
- 2.2.3.2 As part of the enrollment process, the bidder will be required to choose a unique username and assign a password for their accounts.
- 2.2.3.3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP

Portal.

2.2.3.4 Upon enrollment, the bidder will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.

2.2.3.5 Only one valid DSC (Digital Signature Certificate) should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

2.2.3.6 Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

2.2.4 SEARCHING FOR TENDER DOCUMENTS

2.2.4.1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

2.2.4.2. Once the bidder has selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum/ addendum, if any, issued to the tender document.

2.2.4.3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

2.2.5 PREPARATION OF BIDS

2.2.5.1 Bidders should take into account any corrigendum/ addendum published on the CPP Portal related to the tender document before submitting its bid.

2.2.5.2 Bidders are advised to go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of

documents - including the names and content of each of the document that need to be submitted. Any deviations from these can lead to rejection of the bid.

- 2.2.5.3 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 2.2.5.4 To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

2.2.6 SUBMISSION OF BIDS

- 2.2.6.1. Bidder should log into the site (**CPP Portal i.e. <https://eprocure.gov.in/eprocure/app>**) well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2.2.6.2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 2.2.6.3. Bidder has to select the payment option as “offline” to pay the BID SECURITY as applicable and enter details of the instrument. The original documents in respect of ‘Bid Security’ shall be physically submitted (by post/courier/ in person) in a sealed envelope to the office of Director (IT), Room No. 313, Sewa Bhawan, New Delhi -110066 before due time and date for bids opening
- 2.2.6.4. Bidder should prepare the Bid Security as per the instructions specified in the tender document. The original should be submitted as per date & time specified in the tender document, otherwise the uploaded bid will be rejected.
- 2.2.6.5. Bidder is requested to note that they should necessarily submit its Financial Bid in the format provided and no other format is acceptable. If the Financial Bid has been

given as a standard BoQ (*Bill of Quantity*) format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidder is required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

2.2.6.6. The server time (which is displayed on the bidder's dashboard) will be considered as the standard time for referencing the date & time for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

2.2.6.7. All the documents being submitted by the bidder would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded bid documents become readable only after the tender opening by the authorized bid openers.

2.2.6.8. Upon the successful and timely submission of bid (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

2.2.6.9. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

2.2.7 ASSISTANCE TO BIDDERS

2.2.7.1 Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Nodal Officer of the Client for the tender or the relevant contact person indicated in the tender.

2.2.7.2 Any queries relating to the process of online bid submission or queries relating to CPP Portal in general

may be directed to the 24x7 CPP Portal Helpdesk 1800 3070 2232.

2.3 BIDDING DOCUMENT

2.3.1 The Bidder is expected to examine all instructions, forms, terms & conditions, prequalification and technical requirements in the bidding documents. Failure to furnish any information required in the bid shall be treated as non-responsive and may result in the rejection of the bid.

2.4 BID VALIDITY PERIOD

2.4.1 The Bid shall remain valid for a period of at least **90 days** from the last date of submission of bid.

2.5 TECHNICAL BID

2.5.1 The Technical Bid shall be complete in all respects and contain all information asked for in this document.

2.5.2 The Technical Bid shall comprise of the following:

- 2.5.2.1 Signed & scanned copy of duly filled Checklist for Bid Submission.
- 2.5.2.2 Scanned copy of the Bank Guarantee of Rs.50,000 for Bid Security as per clause 2.6.1 or the scanned copy of the documentary proof for waiver of the Bid Security as per clause 2.6.2.
- 2.5.2.3 Signed & scanned copy of duly filled Bidder Information as per *Annexure-III*.
- 2.5.2.4 Signed & scanned copy of Certificate for fulfilling the condition as per Clause 1.2.1.1.
- 2.5.2.5 Signed & scanned copy of the certificate of Employee State Insurance Corporation (ESIC) Registration for fulfilling the condition as per Clause 1.2.1.2.
- 2.5.2.6 Signed & scanned copy of certificate of Employee Provident Fund Organization (EPFO) registration for fulfilling the condition as per Clause 1.2.1.3.
- 2.5.2.7 Signed & scanned copy of ISO certification for fulfilling the condition as per Clause 1.2.1.4.
- 2.5.2.8 Signed & scanned copies of documents for PAN/GSTIN for fulfilling the condition as per Clause 1.2.1.5.
- 2.5.2.9 Signed & scanned copy of the declaration regarding

Blacklisting as per Clause 1.2.1.6.

- 2.5.2.10 Signed & scanned copy of duly filled Bid Acceptance Letter as per *Annexure-II*.
 - 2.5.2.11 Signed & scanned copy of Audited balance sheets for the last three years as a proof of turnover and profit details from computer maintenance business as per Clause 1.3.1 and 1.3.2.
 - 2.5.2.12 Signed & scanned copy of Letter of Award/Work Order regarding experience in maintenance of equipment as per Clause 1.3.3.
 - 2.5.2.13 Signed & scanned copy of duly filled *Annexure-V*.
 - 2.5.2.14 Signed & scanned copy of duly filled *Annexure-VI*. Signed & scanned copies of Letter of Award (s)/Work Order (s) and letter of successful completion for each of the similar works mentioned in *Annexure-VI*.
 - 2.5.2.15 Signed & scanned copy of documents regarding customer satisfaction as per Clause 1.3.5.
 - 2.5.2.16 Signed & scanned copy of duly filled *Annexure-VII*. Signed & scanned copies of Letter of Award (s)/Work Order (s) for each of the works mentioned in *Annexure-VII*.
 - 2.5.2.17 Signed & scanned copy of duly filled *Annexure-IV*.
 - 2.5.2.18 Signed & scanned copy of Undertaking for Technical Bid as per *Annexure-XI*.
 - 2.5.2.19 Signed & scanned copy of the Power of Attorney on Stamp Paper from the Bidder in respect of Authorized Signatory for the Bid.
- 2.5.3 Client reserves the right to verify the uploaded documents with original one.
- 2.5.4 The following document shall be submitted, *in original*, by the Bidder by the date & time of Bid Opening, failing which the bid shall summarily be rejected and the Technical Bid shall not be opened:
- a. The Bid Security/ Documentary Proof for waiver of the same.

2.6 BID SECURITY

- 2.6.1 The Bidder shall deposit Bid Security of **Rs.50,000 (Rupees Fifty Thousand)** in the form of Bank Guarantee from any

Nationalised/Scheduled bank (as per *Annexure-X*) valid for atleast **135** (One Hundred Thirty Five) Days from the last date of bid submission.

- 2.6.2 In case the Bidder claims for waiver of Bid Security, he shall provide documentary proof of being registered with the Central Purchase Organisation or the concerned Ministry or Department, Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by the 'Department of Micro, Small and Medium Enterprises (MSME)', as per Rule 170 of GFR 2017. The registration must remain valid till the entire Bid Validity period.
- 2.6.3 The scanned copy of the Bid Security as per clause 2.6.1/ Documentary Proof for waiver of the Bid Security as per clause 2.6.2, shall be uploaded at the time of Bid submission.
- 2.6.4 The original Bid Security/ Documentary Proof for waiver of the Bid Security shall be submitted to the Client by the date & time of Bid Opening, failing which the bid shall summarily be rejected and the Technical Bid shall not be opened.
- 2.6.5 The Bid Security not in conformity in all respect with the requirements as per clause 2.6.1, the bid shall summarily be rejected.
- 2.6.6 No interest shall be payable on the Bid Security amount.
- 2.6.7 **The Bid Security shall be forfeited if the bidder:**
- 2.6.7.1 withdraws its bid during bid validity period.
 - 2.6.7.2 hides/mis-represents facts.
 - 2.6.7.3 refuses to accept Letter of Award.
 - 2.6.7.4 fails to sign the Contract within the stipulated time.
 - 2.6.7.5 tampers / modifies Price Bid Template in any manner.
 - 2.6.7.6 found involved in any Corrupt, Collusive, Coercive or Fraudulent Practices.
- 2.6.8 The Bid Security of Bidders shall be returned as promptly as possible upon signing the Contract with the successful Bidder.

2.7 FINANCIAL BID

- 2.7.1 The Financial Bid shall be complete in all respects and contain all information asked for in this document.
- 2.7.2 The Financial bid format is provided as BoQ_XXXX.xls along with this tender document at <http://eprocure.gov.in/eprocure/app>. Bidder is advised to download this BoQ_XXXX.xls as it is and quote their

offer/rates in the permitted column and upload the same in the Financial bid. Bidder shall not tamper/modify downloaded Financial Bid template in any manner. In case if the same is found to be tampered/modified in any manner, the corresponding bid will be completely rejected and Bid Security would be forfeited and the bidder is liable to be banned from doing business with the Client.

2.7.3 The amount quoted shall only be in Indian rupees.

2.7.4 The Bidder shall quote for **all the items** mentioned in BoQ at Annexure-VIII, **failing which the Bid shall be rejected.**

2.7.5 The quoted unit rate for all items, covered under Annexure-VIII, shall be exclusive of GST and inclusive of all other taxes, duties & levies.

2.8 NO PRICE VARIATION

2.8.1 The Price quoted by the Bidder shall be firm. Any subsequent revision in the quoted price shall not be entertained.

2.9 AMENDMENT OF TENDER DOCUMENT BY CLIENT

2.9.1 At any time prior to the last date & time of submission of the bids, the Client 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 way of Amendments/Addendum/Corrigendum, if any, which shall be notified through CPP Portal.

2.9.2 Prospective Bidders are advised to visit CPP Portal <http://eprocure.gov.in/eprocure/app> and CEA website <http://www.cea.nic.in> for any corrigendum / addendum/ amendment.

2.9.3 In order to provide prospective Bidders reasonable time to take the amendment into account for preparing their bids, the Client may, at its discretion, extend the last date & time of the submission of bids.

2.10 MODIFICATION OF BIDS BY BIDDERS

2.10.1 A Bidder may modify its bid on the CPP Portal (<http://eprocure.gov.in/eprocure/app>) till the deadline of the submission of Bid.

2.10.2 Modification of the Bid sent through any other means shall not be considered by the Client.

2.11 LATE BIDS

2.11.1 The e-Procurement system will not allow submission of bid after deadline as per server system.

3 PART-III: BID OPENING & EVALUATION

3.1 OPENING OF BIDS

- 3.1.1 The Client shall open the bids as per electronic bid opening procedures specified in Central Public Procurement Portal (CPPP) at the date and time specified. Bidders can also view the bid opening by logging on to the e-procurement system. Specific bid opening procedures are laid down at <http://eprocure.gov.in/eprocure/app> under the head “Bidders Manual Kit”. The bidder will be at liberty to be present either in person or through an authorized representative at the time of opening of the Bid or they can view the bid opening event online at their remote end. Price Bids of only those Bidders shall be opened whose Technical Bid are found to be responsive.
- 3.1.2 The Client will open the bids in the presence of Bidders’ representative who choose to attend at the time, date and venue as mentioned in NIT.
- 3.1.3 **No representative will be allowed to attend the Bid Opening without the valid Bid acknowledgement slip received after submission of Bids.**
- 3.1.4 In the event of the specified date of bid opening being declared a holiday for Client, the bids shall be opened at the specified time and place on the next working day.

3.2 PRELIMINARY EXAMINATION OF TECHNICAL BID

- 3.2.1 The Client will examine the bids to determine their completeness in all respect as per the requirements of this tender document.
- 3.2.2 The Client may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice to affect the relative ranking of any bidder.

3.3 EVALUATION OF TECHNICAL BID

- 3.3.1 The Client shall evaluate the Technical Bid based on the documents submitted by the Bidder.
- 3.3.2 **Client reserves the right to reject the bid under any of the following circumstances:**
- 3.3.2.1 Bid is incomplete and/or not accompanied by all required documents.
- 3.3.2.2 Bid is not in conformity with the terms and conditions of tender document.

3.4 EVALUATION OF FINANCIAL BID

- 3.4.1 Financial Bid of only those bidders, whose Technical Bids are found responsive, shall be opened and evaluated.
- 3.4.2 Evaluation shall be done based on the amount quoted by the Bidder as per Annexure-VIII.
- 3.4.3 The Evaluated Total Amount shall be Total Amount worked out after considering discrepancies, if any, as per Annexure-VIII.
- 3.4.4 Ranking of the Bidders shall be based on the Evaluated Total Amount.
- 3.4.5 In case of tie in the Evaluated Total Amount quoted by the bidders, the Client reserves the right to decide the ranking of the Financial Bid based on the sum of the amounts quoted by the Bidder for all the equipment covered under 'Warranty' category (Item-4) at Annexure-VIII.

4 PART-IV: AWARD OF CONTRACT

4.1 LOWEST SUCESSFUL BIDDER

4.1.1 On completion of evaluation process of Financial Bid, the Bidder whose Evaluated Total Amount is found to be the lowest would be declared as the Lowest Successful (L-1) bidder.

4.2 LETTER OF AWARD (LoA)

4.2.1 The L-1 bidder will be considered for issuing of Letter of Award (LoA).

4.2.2 The acceptance of the LoA shall be submitted within 7 (Seven) working days from issue of LoA, failing which the Client reserves the right to cancel the LoA.

4.3 PERFORMANCE SECURITY

4.3.1 A Performance Security in form of bank guarantee from any Nationalized / Scheduled Bank (as per *Annexure-IX*) of a value equal to 10% of the total Awarded Value as indicated in the Letter of Award shall be deposited by the bidder within **Fifteen (15) working days** from issue of Letter of Award.

4.3.2 The Performance Security shall be valid for a period of **27 (Twenty Seven) months** from the date of issue of Letter of Award (LoA).

4.3.3 Validity of Performance Security shall be extended to cover the extended term of contract, if any, as per Clause 5.1.3 of the tender document.

4.4 SIGNING OF CONTRACT

4.4.1 The successful bidder shall be required to enter into a contract as per *Annexure-XII* with Client within **Fifteen (15) working days** from issue of the Letter of Award on submission of the Performance Security as mentioned in clause 4.3.

4.5 SUB-CONTRACTING

4.5.1 The Contractor shall not assign, in whole or in part, its obligations to perform under the contract, to other firm except with the Client's prior written consent.

5 PART-V: EXECUTION OF WORK & PAYMENT

5.1 PERIOD OF CONTRACT

- 5.1.1 The term of the contract will be for a period of **TWO years** from the date of signing of the contract agreement subject to the provisions of Clause 6.12 of the tender document.
- 5.1.2 During the entire period of the contract, no request for any increase in the rates on any account would be entertained and the performance of Contractor would be reviewed from time to time to ensure that it is to the entire satisfaction of the Client.
- 5.1.3 Period of the contract may be extended further up to one year based on the mutual consent of both the parties which will be based on the performance of the Contractor without any change in rates and Terms & Conditions of the contract.

5.2 LOCATIONS TO BE COVERED

- 5.2.1 The contractor has to provide service in Client Locations.

5.3 PAYMENT TERMS

- 5.3.1 No advance payment shall be made against Letter of Award.
- 5.3.2 Payment shall be made on quarterly basis at the end of each quarter in respect of only those equipment which have actually been placed under the Maintenance Contract undertaken by the Contractor during that quarter , as per the unit rate quoted by the contractor.
- 5.3.3 The Contractor shall submit pre-receipted bills in triplicate after completion of each quarter for quarterly maintenance charges. The payment for the same shall be subject to recoveries, if any, due to delay in rectification of faults etc. as stated in Part-VII of this tender document.

6 PART-VI: GENERAL CONDITIONS OF CONTRACT

6.1 DEFINITIONS

- 6.1.1 “Client” means President of India acting through the Chairperson, Central Electricity Authority (CEA), New Delhi.
- 6.1.2 “Client Locations” means offices of the Client at Sewa Bhawan building & West Block-II building, R. K. Puram, Sector-1, New Delhi-66; 18A, NRPC Complex, Shaheed Jeet Singh Marg, Katwaria Sarai, New Delhi – 16 and residences of Senior Officers of the Client located in National Capital Region.
- 6.1.3 The “Contract” means the agreement entered into between the Client and the Contractor as recorded in the Contract Form signed by the Client and the Contractor, including all attachments and annexure thereto and all documents incorporated by reference therein.
- 6.1.4 The “Contractor” or “Vendor” means the Bidder selected through tendering process and shall be deemed to include the Contractor's successors, representatives (approved by the Client), heirs, executors, administrators and permitted assigns, as the case may be, unless excluded by the terms of the Contract.
- 6.1.5 The “Equipment” means Laptop Computers, Desktop Computers and their accessories, UPS, Printers, Scanners, Plotters, Workstations, LAN Nodes and LAN Switches, WiFi Network Devices.
- 6.1.6 “Awarded Value” means the amount mentioned in Letter of Award.
- 6.1.7 “Service” means services to be provided by the Contractor as per the requirements specified in Clause 7 of the tender document and any other incidental services and other such obligations of the Contractor covered under the Contract.
- 6.1.8 “Officer in-charge” means an Officer of IT Division designated by the Client, assigned the work of monitoring the execution of the contract.
- 6.1.9 “User” means the officials of the Client using the equipment, LAN and WiFi under the Contract.
- 6.1.10 “Nodal Officer” means the Officer designated by the Client, coordinating the activities related to e-procurement for this tender.
- 6.1.11 “CEA” means Central Electricity Authority.
- 6.1.12 “Quarter” means three months period.
- 6.1.13 “IT” means Information Technology.
- 6.1.14 “Deadline” means the last date & time.

- 6.1.15 “Corrupt Practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the bidding process or in contract execution.
- 6.1.16 “Fraudulent Practice” means a misrepresentation or omission of facts in order to influence a bidding process or the execution of a contract to the detriment of the Client, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.
- 6.1.17 “Collusive Practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Client, designed to establish bid price at artificial, non-competitive levels.
- 6.1.18 “Coercive Practice” means harming or threatening to harm, directly or indirectly, person or their property to influence their participation in the tendering process or affect the execution of a contract.
- 6.1.19 “Undesirable Practice” means establishing contact with any person connected with or employed by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process.
- 6.1.20 “Restrictive Practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the bidding process.

6.2 APPLICATION

- 6.2.1 These General Conditions shall compliment to the provisions in other parts of this tender document.

6.3 COST OF BIDDING

- 6.3.1 The Bidder shall bear all the costs associated with the preparation and submission of its bid. The Client, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tender process.

6.4 GOVERNING LANGUAGE

- 6.4.1 The Bid, as well as all correspondences and documents relating to the bid exchanged by the Bidder and the Client, shall be in English language only. Supporting documents and printed literature, if not in English language, that are part of the tender document shall be accompanied with a self-certified copy of English translation of the same.

6.5 CLARIFICATIONS OF BIDS

- 6.5.1 To assist in the examination, evaluation and comparison of bids

the Client may, at its discretion, ask the bidder for clarification and response shall be in writing through e-mail or fax. Response/clarification shall be submitted by authorized signatory only. In case the bidder fails to submit the desired information/clarification sought by the Client within stipulated time, further evaluation of the bid will be carried out based on the already documents submitted by the Bidder.

6.6 CONTACTING THE CLIENT

- 6.6.1 Any clarification / query related to the tender document may be addressed to Director (IT), CEA in writing through e-mail or fax as per the details given under Special Conditions of Contract (Part-VII of this tender document). Clarification /Queries received, only, by 17:00 Hrs on 27th August, 2019, will be entertained.
- 6.6.2 Bidders can visit the site and acquaint themselves with the client locations, site condition, equipment condition and other factors which would have any effect on the performance of the contract and/or the cost on any working day on or before 27th August, 2019 in the office between 11 AM to 4 PM after prior intimation and confirmation from the office of Director (IT), Telephone No. 011-26732384. Any claim by the Bidder regarding equipment condition, site condition, location, etc. shall not be entertained after submission of the Bid.
- 6.6.3 Any effort by bidder to influence the Client in the Client's bid evaluation, bid comparison or contract award decision may result in the rejection of the Bidders' bid.

6.7 CLIENT'S RIGHT TO ACCEPT OR REJECT ANY BID OR ALL BIDS

- 6.7.1 The Client reserves the right to accept or reject any bid and/or annul the bidding process and/or reject all bids, without assigning any reason thereof, at any time prior to award of contract and without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for the Client's action.

6.8 CHANGE IN SCOPE OF WORK

- 6.8.1 The Client may at any time, through a written communication to the Contractor, change the quantity of the equipment covered under the contract. However, the total contract amount after changing the quantity shall be restricted to $\pm 20\%$ of the original Contract Amount.
- 6.8.2 For any such changes, amendment to the contract shall be issued by the client. The contractor shall send the acceptance letter within 15 days of issue of amendment.

6.9 AMENDMENT OF CONTRACT

6.9.1 No variation or modification of the terms of the Contract shall be made except by written amendment signed by both the parties i.e. the Contractor and the Client.

6.10 TAXES

6.10.1 The Contractor shall be entirely responsible for all taxes and duties as per Government norms.

6.10.2 The Client shall pay GST over and above the contracted price to the Contractor as per applicable government norms.

6.10.3 The Client may deduct any taxes, duties and any other statutory levies imposed by the Government on such charges as may arise from the implementation of the contract agreement.

6.11 USE OF CONTRACT DOCUMENTS AND INFORMATION

6.11.1 The Contractor shall not, without the Client's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Client in connection therewith, to any person other than a person employed by the Contractor in the Performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.

6.11.2 The Contractor shall not, without the Client's prior written consent, make use of any document or information provided by Client in tender document or otherwise except for purposes of performing contract, if any.

6.11.3 Any document, other than the Contract itself, shall remain the property of the Client and shall be returned (in all copies) to the Client on completion of the Contractor's performance under the Contract, if so required by the Client.

6.12 TERMINATION OF CONTRACT

6.12.1 The Client, without prejudice to any other remedy for breach of Contract, by giving one month written notice to the Contractor, may terminate this Contract in whole or in part, if the Contractor fails to perform any obligation(s) under the Contract.

6.12.2 The Client may at any time terminate the Contract by giving one month written notice to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any

right of action or remedy, which has accrued or will accrue thereafter to the Client.

6.12.3 No payment by the Client shall be made for the remaining period of Contract from the date of the termination of the contract.

6.12.4 In the event of the termination of this Contract for any reason, or in the event the Contractor is discharged of its obligations as per provisions of this Contract, all the amounts outstanding towards balance period under this Contract shall be payable by either party as due.

6.12.5 In case of the Termination of the Contract, the Performance Security submitted by the Contractor may be encashed by the Client.

6.13 FORCE MAJEURE

6.13.1 Notwithstanding the above provisions, the Contractor shall not be liable for penalty or termination for contract if and to the extent that the delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to the following:

- a. war (whether declared or not), hostilities, invasion, acts of foreign enemies, rebellion, revolution, insurrection of military or usurped power, or civil war;
- b. act of any political or religious incidence;
- c. acts of terrorism; or
- d. riots, civil commotion or disorder, industry wide strike.

6.13.2 If a Force Majeure situation arises, the Contractor shall promptly notify the Client in writing of such condition and the cause thereof. Unless otherwise directed by the Client in writing, the Contractor shall continue to perform its obligations under the Contract.

6.14 GOVERNING LAW AND DISPUTES

6.14.1 The Client and the Contractor shall make every effort to resolve amicably by direct informal negotiations, any disagreement or disputes, arising between them under or in connection with the Contract.

6.14.2 In case of any dispute relating to this contract which may arise during or after the execution of the contract, the case shall be referred to the arbitrator appointed by the Chairperson, CEA whose decisions shall be final and binding on both the parties.

The proceedings of the arbitration shall be carried out in New Delhi only.

6.15 STANDARDS OF PERFORMANCE

6.15.1 The Contractor shall perform the Services and carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional engineering and consulting standards recognized by international professional bodies and shall observe sound management, engineering practices. It shall employ prudent technical and engineering practices. It shall employ advanced technology and safe and effective equipment, machinery, material and methods. The Contractor shall always act, in respect of any matter relating to this Contract, as faithful advisors to the Client and shall, at all times, support and safeguard the Client's legitimate interests in any dealings with Third Parties.

6.16 CORRUPT AND FRAUDULENT PRACTICES

6.16.1. The Client requires that Bidders/Contractor observe(s) the highest standard of ethics during the bidding process and during the execution of the Contract. In terms hereof, the Client:

6.16.1.1. shall reject the Bid of a Bidder including the Selected Bidder if he determines that the Bidder has engaged in corrupt or fraudulent or collusive or coercive, or undesirable or restrictive practices in competing for the award of Work in question.

6.16.1.2. shall declare a Bidder ineligible, either indefinitely or for a stated period of time, from participation in any tender or bidding process or for award of a contract/contracts or continuing with it after award if it, at any time, determines that the Bidder has engaged in "corrupt or "fraudulent" or "collusive" or "coercive" or undesirable or restrictive practices in competing for, or in participating the bidding process or in executing, the Contract.

6.17 DATA AND CYBER SECURITY

6.17.1. The data security must be ensured while rectifying the Workstations, Desktops, Laptop Computers, LAN and WiFi Network Devices. In case of any loss of data, suitable action may be taken under the law against the Contractor.

6.17.2. The data/ information stored in the Workstations, Desktops, Laptop Computers and Network Devices, under repair, shall

not be taken outside Client's premises in any form, without written permission of the Officer in-charge. If any of the contractor's personnel deployed in the Client's premises is found carrying data outside Client's premises without written permission then appropriate action under the law shall be taken against him for which Contractor shall be responsible.

6.17.3. The Contractor shall not use any equipment which endangers the cyber security of the Client. If any of the contractor's personnel deployed in the Client is found to be engaged in any activity which causes cyber security threat to the Client, then suitable action shall be taken against the Contractor under the law.

6.18 TAKING OVER / HANDING OVER OF EQUIPMENT UNDER THE CONTRACT ON EXPIRY OF TERM / TERMINATION OF THE CONTRACT

6.18.1 The Contractor shall take over all the equipment from the date of signing of the contract.

6.18.2 The Contractor shall be required to hand over all the equipment in perfect working condition on expiry/termination of the Contract, failing which the Client reserves the right to get the equipment, if found faulty, repaired from any external agencies at the cost and risk of the Contractor and the expenses incurred shall be deducted from the Performance Security and/or outstanding bills, if any, of the contractor. If the amount of Performance Security and/or outstanding bills is found inadequate, the balance amount shall be payable by the contractor to the Client within 30 days from the date of communication by the client, in this regard.

6.19 OTHER TERMS AND CONDITIONS

6.19.1 The Contractor shall make arrangement of the requisite documentation / maintenance of records etc. as required for processing the quarterly payment during the period of the Contract, which may be required by him for carrying out the maintenance. He shall submit a copy of the document/maintenance records to the Client, as and when required for reference.

6.19.2 The Contractor shall employ all the personnel to the satisfaction of the Client. Any such person(s), not acceptable to the Client, shall immediately be replaced.

6.19.3 The Contractor shall get the maintenance of the equipment, including cleaning thereof, done by its maintenance staff solely at its own risk. The Client shall not, in any way, be liable to make any payment, incur any expenditure or liable to any lawsuit in any court of law for any injury or death suffered by

the Contractor's maintenance staff during the Contract.

- 6.19.4 The Contractor shall observe all security measures as are applicable to the office of the Client, which is under the security cover of the Ministry of Home Affairs. The client reserves the right to cancel the contract in case of breach of security regulations required to be observed by the Contractor. Any special precautions required to be taken by the Contractor shall be made known to him by the client as and when such necessity arises.
- 6.19.5 The contractor shall carry out the maintenance of the equipment as per manufacturer's guidelines/directions of Officer in-charge and shall use only standard/ compatible/ equivalent components for replacement. The original specification / characteristics / features of the equipment shall not be changed without prior written permission of the Client.

7 PART-VII: SPECIAL CONDITIONS OF CONTRACT

7.1 DETAILS OF WORKS UNDER THE CONTRACT

7.1.1. Details of Works with respect to equipment under '**Out of warranty**' category i.e. Category-I, as per details given at Annexure-I, shall broadly cover the following:

7.1.1.1. Diagnosis and rectification of defects in equipment under the contract including supply of assemblies / sub-assemblies of the equipment. This shall cover all defects due to any type of fault including short circuit, electrically burnt. However, the defect due to physical damage shall not be covered and in this regard the decision of Officer in-charge shall be final and binding.

7.1.1.2 Works related to Maintenance of Local Area Network (LAN) and Wi-Fi Network shall broadly cover the following:-

7.1.1.2.1 Maintenance of Local Area Network (LAN) between switches and approximately 600 user nodes at the client locations except residences of Senior Officers of the client. This includes Checking of cable connectivity, Crimping of node, Punching of IOs and Cabling, if there is any fault in the existing cable, between Switch and User end. Laying of Cables also as and when required from Switch to User end.

Maintenance of WiFi network at client locations except residences of senior offices of client .

7.1.1.2.2 The material, if any, required for LAN and WiFi network maintenance, will be provided by the Contractor.

7.1.1.2.3 Configuring systems includes Network Setting also .

7.1.1.3 All Software installed in the equipment, which also include installation/reinstallation of any Software provided by the Client.

7.1.1.4 The contractor shall perform services in a professional manner and in accordance with and up to the standards and to the entire satisfaction of Officer in-charge for the purpose.

7.1.1.5 The contractor shall be responsible for cleaning of all equipment at various offices of the Client using suitable cleaning material viz. using air vacuum cleaner, cleaning

liquid, brush and soft muslin clothes to keep all equipment under this contract in good working condition. Each of the equipment has to be cleaned at least once in three months. A register shall be maintained by the contractor showing the status of cleaning of each equipment which shall be produced to the Officer in-charge duly signed by the user (with the name and designation) certifying the satisfactory service rendered by the contractor during the said period, for verification before submitting the quarterly bill.

7.1.1.6 Maintenance contract comprises of Operating System (OS) and all other Software installed on all the systems covered under it. Any problem related to OS maintenance, reloading of OS with all device drivers, system configuration & network configuration etc. shall be attended & rectified by the contractor.

7.1.1.7 The works also covers:

7.1.1.6.1. Repair/replace any defective component required for smooth working of the equipment.

7.1.1.6.2. Formatting of Hard Disk Drive (HDD), installation of software.

7.1.1.6.3. Data recovery from corrupt hard disc drives using data recovery tools.

7.1.2. Details of Works with respect to equipment under '**Warranty**' category i.e. Category-II, as per details given at Annexure-I, shall broadly cover the following:

7.1.2.1. Diagnosis and coordination with OEMs for rectification of Hardware problem in desktop computers, laptop computers, printers and UPS (Under 'Warranty').

7.1.2.2. Diagnosis and rectification of the application software problem including installation/re-installation of the application software in desktop computers and laptop computers (Under 'Warranty').

7.1.2.3. Diagnosis and rectification of device drivers related issues including installation/re-installation of the device drivers in desktop computers and laptop computers (Under 'Warranty').

7.1.2.4. Taking data backup and restoring the same in desktop computers and laptop computers (Under 'Warranty') by coordinating with respective Original Equipment Manufacturer's (OEM's) representative.

7.1.2.5. Attending & resolving the paper jam problems in the

printers (Under 'Warranty') and loading of new cartridge or drum into the printers (Under 'Warranty').

7.1.2.6. Cleaning of desktop computers and printers (Under 'Warranty') installed at various offices of the Client using suitable cleaning material as mentioned in Clause 7.1.1.5.

7.1.3 The works also covers providing assistance to client in connecting TVs, Laptops, Projectors during presentations/ seminars/ meetings at Client Location. In addition to this, contractor shall also assist for Video Conferencing at Client Location.

7.2 EQUIPMENT UNDER MAINTENANCE CONTRACT

7.2.1 The tentative list of equipment to be covered under the Maintenance Contract is given at Annexure-I. There may be addition or deletion of equipment in the said lists as and when required subject to the fulfillment of conditions mentioned at Clause 6.8 of this tender document.

7.2.2 The contract shall cover all the equipment on "as is where is basis" without any pre-condition.

7.2.3 All the equipment shall be deemed to be handed over to the Contractor under Contract in proper working condition once the contract is entered into.

7.3 EXECUTION OF THE CONTRACT

7.3.1 The Contractor shall depute/post not less than **four** technically qualified Service Engineers and **two** supporting personnel(s) / helper(s) at the Client locations during the normal working hours, i.e. from 9.30 A.M. to 6.00 P.M. on all working days for providing service and attending day to day maintenance jobs. However, in special circumstances, they may be required to provide such services on holidays also, without any limit on number or days, at no extra cost to the Client.

7.3.2 The contractor shall take care of all mandatory provisions in the relevant rules/acts, etc., while making payment of salary to its deployed employees and the Client shall not be responsible for violation of any statutory provision under any circumstances.

7.3.3 The contractor shall also depute additional engineers, if required, to attend the complaint on the same day, without any extra charge.

7.3.4 The contractor shall provide services in all client locations.

7.3.5 The Service Engineers should be equipped with mobile phones to ensure their availability.

- 7.3.6 The Service Engineers must have Computer Hardware Diploma or BCA or B.Sc (IT) with atleast three years of experience in the IT service field.
- 7.3.7 The Service Engineers should be competent enough to maintain different types & models of laptop computers, desktop computers, Workstations, printers, scanners, UPSs, computer hardware, software, operating systems like Windows XP / Windows Vista/ Windows 7/ Windows 8 / Windows 10, LAN infrastructure and Wifi Network Devices. They shall be equipped with all toolkits required for carrying out maintenance service.
- 7.3.8 The client reserves the right to verify the credential of the Service Engineers as per terms & conditions of this tender document. In case, the Service Engineer (s) does/do not meet the eligibility criteria, the client may direct the Contractor to replace him/her. The contractor shall comply the directions of the client within 5 working days from the date of communication in this regard by the client.
- 7.3.9 The shifting of the equipment for the purpose of maintenance shall be the responsibility of the Contractor.
- 7.3.10 For the equipment covered under 'Out of Warranty' category (Category-I) in *Annexure-I*,
- 7.3.10.1 The Contractor shall provide replacement of assemblies / sub assemblies of the equipment which develops defect or breakdown during the period of Contract. All replaced parts shall be of Original Equipment Manufacturer (OEM) make and shall be subject to inspection by the Officer in-charge of the Client before replacement. In case OEM's part is not available, then part from other reputed make may be used after written permission from Officer in-charge.
- 7.3.10.2 All Printers shall be under comprehensive maintenance service including Cartridge refilling and loading of new cartridge or drum into the printers. All replacements except Cartridges, Toner Powder, Printhead, Drum, Image Transfer Belt and Papers, shall be provided by the contractor.
- 7.3.10.3 All UPSs shall be under comprehensive maintenance service, where all parts **including the batteries** shall be provided by the Contractor. UPS batteries should be of reputed make with requisite specifications.
- 7.3.10.4 All the components of Desktop / Workstations/ Laptop Computers / LAN & LAN Switches/ WiFi Network Devices shall come under the purview of the contract. These will include:

- 7.3.10.4.1 Processor (CPU)
- 7.3.10.4.2 Motherboard
- 7.3.10.4.3 Memory (RAM)
- 7.3.10.4.4 Storage devices, i.e., CD-ROM / CD Writer Drives, DVD Drives, Hard Disk Drives
- 7.3.10.4.5 Keyboard
- 7.3.10.4.6 Mouse
- 7.3.10.4.7 TFT Monitor
- 7.3.10.4.8 All internal peripheral cards / network cards
- 7.3.10.4.9 Power supply (SMPS) unit
- 7.3.10.4.10 Laptop power adaptor
- 7.3.10.4.11 Routers
- 7.3.10.4.12 Controllers
- 7.3.10.4.13 POE Switches
- 7.3.10.4.14 Access Points
- 7.3.10.4.15 LAN Nodes
- 7.3.10.4.16 L2 Switches
- 7.3.10.4.17 L3 Switch
- 7.3.10.4.18 Core/Backbone Switch
- 7.3.10.4.19 Internet Router
- 7.3.10.4.20 Firewall

7.3.10.5 The complaints shall be attended immediately. It shall be rectified within one working day if no replacement of parts is required, whereas if replacement of any part is required, it shall be rectified within two working days.

7.3.10.6 In case, the service engineer feels that the fault cannot be rectified within stipulated time (as per clause 7.3.10.5), then the standby equipment of equivalent specifications shall be immediately provided by the Contractor and the faulty equipment shall be repaired. Information about the standby provided by the Contractor shall be immediately conveyed to the Office in-charge. In case standby equipment is provided to a user then the requisite data as per requirement of user, from faulty computer shall be transferred to the standby computer to ensure continuity of the official work. After restoration of the original computer, the data shall be transferred back to the original computer and the data from standby computer shall be removed in presence of the user.

7.3.10.7 If the complaint is not attended or the fault is not rectified by the Contractor within stipulated time (as per clause 7.3.10.5), penalty would be levied on that particular complaint, as per Clause 7.4.1.

7.3.10.8 The Contractor shall maintain sufficient stock of necessary

spares in the office of the Client so as to provide satisfactory and efficient service to the Client. At least 2 Nos. each of Computer Sets (CPU, Monitor, Keyboard, Mouse), Printers & UPSs and One No. of Laptop Computer would be kept at the office of the Client as standby equipment. These equipment shall be kept in the Client's location within one week from the date of signing of the contract and shall be maintained in working condition during the contract period.

7.3.10.9 List of equipment for providing standby with detailed specification as per the Term & Condition of tender document shall be provided to Officer in-charge at the time of keeping the equipment in office of the Client. CPUs of Computers should be at least of Dual Core configuration with minimum 2GB RAM & 80GB HDD capacity and UPS should be of at least 500VA capacity. Any cost incurred towards transportation of the faulty/repared as well as standby equipment shall be borne by the Contractor. If suitable standby items not provided within 1 week time after the signing of the contract or these items are not maintained in working condition during the contract period then penalty would be imposed at the rate of Rs.100 per item per day.

7.3.10.10 If an equipment/accessory/component cannot be repaired in-house and has to be sent to Contractor's workshop outside the premises of Client, prior permission shall be taken in writing before taking out any equipment for repair. In this case the data shall not be taken out except for recovery of data after specific written permission from Officer in-charge.

7.3.10.11 The service engineer of the Contractor shall get 'Gate-Pass' issued from Officer in-charge of the Client for taking out the faulty equipment / accessory / component for repair at their workshop as per the existing security instructions of Home Ministry for the premises. When the item is brought back to Client's premises after repair, it shall be the responsibility of the Contractor to route it through security for necessary entries in their records. Components taken away for outside repair must be returned within 15 days positively and also the same shall be immediately conveyed to the Officer in-charge.

7.3.10.12 The provision of standby unit does not absolve the Contractor from the responsibility of repairing the fault early. If after providing the standby equipment, faulty equipment is not rectified and installed back within 15 days from the day of complaint, then penalty would be levied on that particular complaint, as per Clause 7.4.1.4.

- 7.3.11 For the equipment covered under 'Warranty' category (Category-II) in *Annexure-I*,
- 7.3.11.1 For complaints related to the equipment, mentioned under 'Warranty' category in *Annexure-I*, the service engineer shall coordinate with the OEM and take up necessary follow up activities for the same, failing which penalty would be levied as per clause 7.4.2,
 - 7.3.11.2 Standby equipment shall not be provided by the Contractor.
 - 7.3.11.3 Installation of softwares shall be carried out as and when required.
 - 7.3.11.4 Data transfer / restoration of data, shall be carried out, to the satisfaction of user.
 - 7.3.11.5 The complaints shall be attended immediately. It shall be rectified within one working day except the cases, where OEM service is required due to Hardware / OS issues.
 - 7.3.11.6 The complaint related to Hardware / OS issue shall be lodged with the OEM on the same day and details of the complaint shall be provided to the Officer in-charge on the same day.
 - 7.3.11.7 If the complaint is not attended or the fault is not rectified by the maintenance engineer within stipulated time except the cases, where OEM service is required due to Hardware / OS issues (as per clause 7.3.10.5), penalty would be levied on that particular complaint, as per Clause 7.4.2.
- 7.3.12 The Client shall provide external hard disk for the purpose of data transfer.
- 7.3.13 The Contractor shall intimate the status of complaints pending/rectified, on daily basis, to Officer in-charge.
- 7.3.14 The Contractor shall submit a consolidated report to Officer in-charge furnishing the details of calls attended, remedial action taken & their status and a list of standby equipment provided on monthly basis.
- 7.3.15 The Contractor shall be responsible for the presence of his service engineers and supporting personnel. Daily presence of total number of maintenance personnel mentioned in Clause 7.3.1 will be monitored by the Officer in-charge of the Client. In case of the absence of the service engineers/supporting personnel from their duty or reporting late for the duty, penalty would be levied on the Contractor as per Clause 7.4.5.
- 7.3.16 The Client shall provide valid licensed operating system/antivirus/application softwares supplied by OEMs to the

Contractor for installation / reinstallation on computers. The Contractor shall make sure that no software, given by the Client, are used elsewhere except in the equipment under contract. The Service Engineer shall return the software, provided by the Client, to the Officer in-charge after completion of the work. In case the software is not returned back, then the value of the software as per the original purchase price of the software by the Client shall be deducted from the payment of the Contractor. The Contractor shall provide assistance during the Presentations/ Conferences and other events held at the Client location for connecting devices with WiFi, Projectors, TVs , Laptops.

7.4 PENALTY FOR DEFAULT IN SERVICE

7.4.1 If a fault in the equipment covered under 'Out of warranty' category is not rectified within one working day (in case of no replacement required) otherwise within two working days (in case of replacement required) as specified under Clause 7.3.10.5, then penalty would be applicable as given below (DoC denotes the date of complaint registered by user):

7.4.1.1 If a suitable standby provided and the fault gets rectified:

7.4.1.1.1 Within (DoC + 1) working days, no penalty will be imposed.

7.4.1.1.2 Within (DoC + 2) working days to (DoC + 8) working days, the quarterly maintenance charge of the equipment shall be deducted as penalty.

7.4.1.1.3 Within (DoC+ 9) working days to (DoC+ 13) working days, the half-yearly maintenance charge of the equipment shall be deducted as penalty.

7.4.1.1.4 Beyond (DoC + 14) working days, the yearly maintenance charge of the equipment shall be deducted as penalty.

7.4.1.2 If no standby provided and the fault gets rectified:

7.4.1.2.1 Within DoC, no penalty.

7.4.1.2.2 Within (DoC + 1) working days to (DoC + 3) working days, the quarterly maintenance charge of the equipment shall be deducted as penalty.

7.4.1.2.3 Within (DoC+ 4) working days to (DoC+ 8) working days, the half-yearly maintenance charge of the equipment shall be deducted as penalty.

7.4.1.2.4 Beyond (DoC + 8) working days, the yearly maintenance charge of the equipment shall be deducted as penalty.

7.4.1.3 If the fault cannot be rectified:

7.4.1.3.1 If a suitable standby has been provided, then within (DoC+2) working days, the contractor shall inform to the Officer in-charge that the equipment cannot be repaired.

7.4.1.3.2 If a suitable standby has not been provided, then within DoC, the contractor shall inform that the equipment cannot be repaired.

7.4.1.3.3 If not informed, as mentioned in above two clauses (7.4.1.3.1 & 7.4.1.3.2), then the penalty shall be imposed as per clauses 7.4.1. 1 & 7.4.1.2.

7.4.1.4 An amount of Rs.200 (Rupees Two Hundred Only) per equipment per day from the 16th day from the date of complaint, shall be deducted from the Contractor's quarterly bill for delay of more than 15 days in returning any equipment/component taken for repair outside the premises of the Client.

7.4.2 If necessary action in respect of equipment covered under 'Warranty' category is not taken within one working day, then penalty would be applicable as per following terms (*DoC denotes the date of complaint registered by user*):

7.4.2.1. If necessary action is taken:

7.4.2.1.1 within DoC, no penalty.

7.4.2.1.2 within (DoC + 1) working days to (DoC + 3) working days, the quarterly maintenance charge of the equipment shall be deducted as penalty.

7.4.2.1.3 within (DoC+ 4) working days to (DoC+ 8) working days, the half-yearly maintenance charge of the equipment shall be deducted as penalty.

7.4.2.1.4 Beyond (DoC + 8) working days, the yearly maintenance charge of the equipment shall be deducted as penalty.

7.4.3 Quarterly cleaning report signed by respective users shall be submitted to the Client, failing which quarterly penalty of Rs.50/- (Rupees Fifty Only) per user would be levied and recovered from the quarterly payment of bills.

7.4.4 If any of the service engineers/supporting personnel to be deputed for maintenance of equipment as per Clause 7.3.1 of this tender document remains on leave or absent, a suitable substitute shall immediately be provided, failing which deduction of Rs.500/- per day of leave/absence of each such service

engineer and a deduction of Rs.200/- per day of leave/absence for each such supporting personnel shall be deducted from the outstanding bills of the Contractor. For each occurrence of late reporting to duty of service engineers / supporting personnel, penalty equal to half of the deduction due to absence of respective person shall be levied.

- 7.4.5 Only valid licensed software shall be installed in the computers. In case, instance of pirated software installation is found by the Client during the periodic audits, it may invite an imposition of Rs.2,000/- as penalty per instance. Re-occurrence of such activity may result in termination of contract.
- 7.4.6 The contractor shall be responsible for taking backup of data available in Computer, before rectifying the fault and shall be responsible for reloading the same after restoration of the equipment. After restoring of Data, the backup taken shall be deleted or returned to the user/officer-incharge, as the case may be. The data back-up shall be taken in presence of the user/prior permission of the user in writing. In case of loss of data due to negligence of the contractor's personnel, suitable action including imposing financial penalty of Rs.5000 per instance, may be taken by the Client.
- 7.4.7 The Bid, as well as all correspondences and documents relating to the bid exchanged by the Bidder and the Client, shall be in English language only.
- 7.4.8 For notices and Other Correspondences, the Client's address shall be:
- Director (IT),
IT Division, Room No. 313(North), Sewa Bhawan,
R.K. Puram, Sector-1, New Delhi – 110066, India.
Telephone : 91-11-26732384
E-mail address: itcea@nic.in
- 7.4.9 The governing law shall be the law of India.

8 PART-VIII: ANNEXURES

ANNEXURE-I

LIST OF EQUIPMENT

A) Item-1: EQUIPMENT COVERED UNDER 'OUT OF WARRANTY' (Category -I)

i. **WORKSTATIONS**

Sr. No.	Details	Year of Procurement	Quantity
1	Dell PrecisionT3500, Quad Core, 2.67 GHz Processor, 4 GB RAM, 280GB HDD, DVD Drive, with default configuration	2009-10	2
2	Wipro X3430, Intel Quad Core Xeon, 2.4 GHz Processor, 2 GB DDR3 RAM, 500 GB HDD, DVD Writer, with default configuration	2011	1
3	Dell Precision T1600, Intel Quad Core Xeon, 3.1 GHz processor, 4 GB DDR3 RAM, 500 GB HDD, DVD Writer, with default configuration	2012	1
4	HP Z620, Intel Xeon E2620, 64 Bit, 4 GB DDR3 RAM, 1 TB HDD, DVD Writer, with default configuration	2014	2
Total Quantity			6

ii. **DESKTOP COMPUTERS**

Sr. No.	Details	Year of Procurement	Quantity
1	Acer E7300, Dual Core, 2.66 GHz, 2 GB RAM, 160GB HDD, DVD Drive, with default configuration	2009	3
2	Dell Inspiron E-7400, Dual Core, 2.67GHz, 2 GB/4 GB RAM, 300GB HDD, DVD Drive, with default configuration	2009	1
3	HP Compaq DC 7800, Dual Core, 2.4GHz, 2 GB RAM, 160GB HDD, DVD Drive, with default configuration	2009	2

Sr. No.	Details	Year of Procurement	Quantity
4	Lenovo Think Centre E7300, Dual Core, 2.4/2.6/3 GHz, 2 GB RAM, 160/320 GB HDD, DVD Drive, with default configuration	2009	5
5	Lenovo, Intel i3, 2.4 GHz, 4 GB RAM, 500 GB HDD, DVD Drive, with default configuration	2011	1
6	Dell Optiplex 990M, Intel i5, 3.1 GHz processor, 2 GB DDR3 RAM, 320 GB HDD, DVD Writer, with default configuration	2012	15
7	Dell Optiplex 9010MT, Intel i5, 3.2 GHz processor, 2 GB DDR3 RAM, 320 GB HDD, DVD Writer, with default configuration	2013	13
8	Dell Vostro 360, Intel i5, 2.5 GHz processor, 4 GB DDR3 RAM, 320 GB HDD, DVD Writer, with default configuration	2011	1
9	Lenovo Think Centre Edge 71Z, Intel i5, 2.5 GHz processor, 4 GB DDR3 RAM, 500 GB HDD, DVD Writer, with default configuration	2011-12	2
10	Dell Optiplex 9010 DT, Intel i7, 3.2 GHz processor, 2 GB DDR3 RAM, 320 GB HDD, DVD Writer, with default configuration	2013	13
11	HP 800 Elite Desk, Intel core i7., 3.4GHz, 4 GB DDR3 RAM, 500 GB HDD, Windows 8, CD/DVD Writer, with default configuration	2014	24
12	Dell Optiplex 9020MT Intel i7, 3.2 GHz processor, 8 GB DDR3 RAM, 1 TB HDD, DVD Writer, with default configuration. (To be included with effect from March 2021)	2016	532
Total Quantity			612

iii. LAPTOP COMPUTERS

Sr. No.	Details	Year of Procurement	Quantity
1	HP 2310M, Intel Core i3, 2nd Generation Processor, 2GB DDR3 RAM, 500GB HDD, DVD Writer, other default configurations	2012	13
2	Dell Latitude E5420, Intel i5, 2.4GHz speed, 2 GB RAM, 320GB HDD, DVD Writer	2012	8

Sr. No.	Details	Year of Procurement	Quantity
3	Acer TMP446-M-64 Bit, Intel Core i7, 2.4GHz speed, 4 GB DDR3 RAM, 500GB HDD, External DVD Writer (To be included with effect from March 2021)	2015	61
Total Quantity			82

iv. **PRINTER**

Sr. No.	Details	Year of Procurement	Category	Quantity
1	HP 1007	2009	Laserjet Mono Printer	1
2	HP P1566	2013		10
3	Ricoh SP 200	2014		100
4	Samsung M4510	2017		30
5	HP Pro CP 1025	2011	Laserjet Colour Printer	1
6	Xerox 6180DN	2012		3
7	HP CP5225DN	2012		1
8	HP M-475DN	2012	Laserjet Colour Printer cum Scanner	2
9	HP CM6030	2012	Heavy Duty Laserjet Colour Printer cum scanner	1
10	Canon IR-Adv C3525	2017		2
11	Samsung CLX 6220FX	2011	Laserjet Colour Printer, Scanner and fax	3
12	HP M226DN	2015	Laserjet Mono Printer, Scanner and Fax	4
13	HP 425DN	2016		2
14	HP M1213NF	2016		1
15	Samsung M2876	2015-17	Laserjet Mono Printer cum Scanner	45
16	Samsung M2876 (To be included with effect from April 2020)	2019		54
17	Samsung M2876 (To be included with effect from March 2021)	2015		256
18	Kyocera Ecosys FS-1020	2019		20

Sr. No.	Details	Year of Procurement	Category	Quantity
	(To be included with effect from April 2020)			
19	HP K7108	2009	Inkjet Colour Printer	1
20	HP Pro 8600 Plus	2013	Inkjet Colour Printer cum Scanner	11
21	HP 6970 Pro	2018		10
22	HP Officejet Pro 8620 with Fax (To be included with effect from March 2021)	2018	Color Inkjet Printer, Scanner and Fax	64
Total Quantity				622

v. **UPS**

Sr. No.	Details	Year of Procurement	Quantity
1	1000VA (Luminous make) with 2 Nos. of 7Ahr, 12V batteries	2012	10
2	1000VA (Microtek make) with 2 Nos. of 7Ahr, 12V batteries	2013-15	74
3	600VA (UNILINE make) (To be included with effect from May 2021)	2016	532
4	1000VA (MICROTEK make) with 3 Nos. of 100Ahr batteries (To be included with effect from March 2020)	2019	1
5	10KVA (MICROPOWER make) with 30 Nos. of 26Ahr, 12V batteries	2017	2
Total Quantity			619

vi. **Monitor (24 Inches)**

Sr. No.	Details	Year of Procurement	Quantity
1	24 Inches (Samsung make)	2016	5

B) Item-2: LAN NODES AND LAN COMPONENTS UNDER ‘OUT OF

WARRANTY’ (Category-I) - (For 6 months from date of acceptance of the Letter of Award)

Sr. No.	Details	Year of Procurement	Quantity
1	Maintenance of Local Area Network (LAN) between switches and user end at the client locations except residences of Senior Officers of the client located in National Capital Region	2007	600 Nodes
2	L3 Switch (Cisco Catalyst 3750 series)	2007	1
3	Core/Backbone Switch (Cisco Catalyst 4500 series)	2007	1
4	L2 Switch- 48 ports (Cisco Catalyst 2960)	2007	22
5	L2 Switch- 24 ports (Cisco Catalyst 2960)	2007	4
6	Internet Router(Cisco 2821)	2007	1
7	Firewall with IDS/IPS (Cisco AASA5540)	2007	1

C) Item-3: WiFi Network Components UNDER ‘OUT OF WARRANTY’ (Category-I)

Sr. No.	Details	Year of Procurement	Quantity
1	Router (Cisco RV130)	2018	2
2	Wireless Controller (Cisco 2500)	2018	2
3	POE and Manageble Switch (Cisco SG300-10PP 10-Port Gigabit)	2018	7
4	Access Points (AIR CAP1702I-D-K9)	2018	7
5	Access Points (AIR-AP1832I-D-K9)	2018	20
6	Wifi Router (TP-Link-AC- 1750)	2018	1

D) Item-4: EQUIPMENT COVERED UNDER ‘WARRANTY’ CATEGORY
(Category –II)

i. DESKTOP COMPUTERS

Sr. No.	Details	Year of Procurement	Quantity
1	Dell Optiplex 9020MT Intel i7, 3.2 GHz processor, 8 GB DDR3 RAM, 1 TB HDD, DVD Writer, with default configuration (Under OEM warranty till Feb 2021)	2016	532
2	Dell Optiplex 7060MT, Intel i7, 3.2 GHz processor, 8 GB DDR4 RAM, 1 TB HDD, DVD Writer, with default configuration (Under OEM warranty till March 2022)	2019	30
Total Quantity			562

ii. LAPTOP COMPUTERS

Sr. No.	Details	Quantity
1	Acer TMP446-M-64 Bit, Intel Core i7, 2.4GHz speed, 4 GB DDR3 RAM, 500GB HDD, External DVD Writer (Under OEM warranty till Feb 2021)	61
2	Acer TMP-249-G2-M-64 Bit, Intel Core i7-7500U, 3.4GHz speed, 4 GB DDR4 RAM, 500GB HDD, DVD Writer (Under OEM warranty till Feb 2022)	43
Total Quantity		104

iii. UPS

Sr. No.	Details	Year of Procurement	Quantity
1	600VA (UNILINE make) (Under OEM warranty till April 2021)	2016	532

iv. PRINTER

Sr. No.	Details	Type	Year of Procurement	Quantity
1	Samsung M2876 (Under OEM warranty till Feb 2021)	Laserjet Mono Printer cum Scanner	2016	256
2	Samsung M2876 (Under OEM warranty till March 2020)	Laserjet Mono Printer cum Scanner	2019	54
3	HP Officejet Pro 8620 with Fax (Under OEM warranty till Feb 2021)	Color Inkjet Printer, Scanner and Fax	2015	64
4	Kyocera Ecosys FS- 1020 (Under OEM warranty till March 2020)	Laserjet Mono Printer cum Scanner	2019	20
			Total Quantity	394

FORMAT FOR BID ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

To,
Director (IT),
Central Electricity Authority
Sewa Bhawan, R. K. Puram, Sector-1,
New Delhi – 110 066.

Sub: **Acceptance of Terms & Conditions of the Tender Document**

Tender Name & Reference No:

Dear Sir,

1. I/ We have downloaded / obtained the tender document for the above mentioned 'Tender' from the web site namely:

as per your advertisement, given in the above mentioned website.
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender document from Page No. _____ to _____ (including all documents like annexure(s), etc.), which shall form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) / Addendum (s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the conditions of above mentioned tender document(s) / corrigendum(s)/Addendum (s) in its totality / entirety.
5. I / We do hereby declare that our Company has not been blacklisted/ debarred by any Govt. Department/Public Sector Undertaking.
6. I / We certify that all information furnished by the our Company is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject our bid or terminate the contract (if awarded), without prejudice to any other rights or remedy including the forfeiture of the full said Bid Security deposit absolutely.

Yours Faithfully,

(Signature & Seal of the Bidder)

FORMAT FOR BIDDER INFORMATION

1. Name of the Bidder		
2. Full Address & Contact Details of the Bidder		
3. Name of the Authorized Signatory for this Bid		
4. Bidder's proposal number and date		
5. Name & address of the person to whom all references shall be made regarding this tender:		
(a) Telephone		
(b) Fax No.		
(c) E-mail		
(d) Mobile		
Bidder		
Signature of the Authorized Signatory		
Name:		
Designation:		
Date:		
Company Seal:		
WITNESSES		
	Witness 1	Witness 2
Signature:		
Name:		
Address:		
Date:		

SCHEDULE OF DEVIATIONS

(Please note that Client will not evaluate any deviation mentioned elsewhere in the bid except as mentioned hereunder)

We have carefully gone through the requirements of General Conditions of Contract (Part-VI of the tender document) and Special Conditions of Contract (Part-VII of the tender document) for Maintenance of Desktop Computers & associated peripherals, Laptop Computers ,LAN and WiFi Network in CEA and hereby confirm that all the requirements of specifications contained in the tender document are agreed by us expect for the following deviations:

Sr. No.	Clause No. / Page No.	Tender Requirement	Deviation
1.			
2.			
3.			
4.			
5.			
6.			

(If left blank it shall be construed that there is no deviation from the Terms & Conditions of the tender document)

(Signature & Seal of the Bidder)

DETAILS OF WORK EXPERIENCE, TURNOVER AND PROFIT

Financial Details (As per Clause 1.3.1 and 1.3.2)

Pre-Qualification Condition	Financial Year	Value (Rs. In Crores)
Annual Revenue from Services in India	2016-17	
	2017-18	
	2018-19	
Net Profit after tax	2016-17	
	2017-18	
	2018-19	

Work Experience (As per Clause 1.3.3)

Name & Address of the client	Order No. & Date	Value of the Order	Date of Completion

Note: Upload the signed & scanned copies of the Work Order / Letter of Award / Letter of Successful Completion in support of the above.

(Signature & Seal of the Bidder)

**DETAILS OF ANNUAL MAINTENANCE CONTRACTS SUCESSFULLY
EXECUTED IN LAST THREE YEARS**

(As per Clause 1.3.4)

Sl. No.	Name of Organization(s)	Contract Period		Value of AMC (in Lakh Rs.)	Contact details of the organization(s)
		From	To		

Note: Upload the signed & scanned copies of the Work Order / Letter of Award and Work Completion Certificate in support of the above.

(Signature & Seal of the Bidder)

DETAILS OF ANNUAL MAINTENANCE CONTRACTS PRESENTLY UNDER EXECUTION

(As per Clause 1.3.6)

Sl. No.	Name of Organization(s)	Date & Period of Contract	Value of Contract (in Lakh Rs.)	Contact details of the organization(s)

Note: Upload the signed & scanned copies of the Work Order / Letter of Award in support of the above.

(Signature & Seal of the Bidder)

ANNEXURE-VIII

BILL OF QUANTITY (BoQ)

Sl. No.	Item Description	No. of equipment x No. of months	Units	Unit Rate per month per equipment (in Rs.)	Total Amount in Figures (in Rs.)	Total Amount In Words
1	2	4	5	13	54	55
1	Item-1:Equipment under 'Out of Warranty' Category (Category-I)					
2	Workstations (6 Nos. for 24 months)	144	Quantity . months			
3	Desktop Computers (80 Nos. for 24 months, 532 Nos. for 6 months)	5112	Quantity . months			
4	Laptop Computers (21 Nos. for 24 months and 61 for 6 months)	870	Quantity . months			
5	Laserjet Mono Printer (141 Nos. for 24 months)	3384	Quantity . months			
6	Laserjet Colour Printer (5 No. for 24 months)	120	Quantity . months			
7	Laserjet Colour Printer cum Scanner (2 Nos. for 24 months)	48	Quantity . months			
8	Heavy Duty Laserjet Colour Printer cum Scanner (3 Nos. for 24 months)	72	Quantity . months			
9	Laserjet Colour Printer, Scanner and Fax (3 Nos. for 24 months)	72	Quantity . months			
10	Laserjet Mono Printer, Scanner and Fax (7 Nos. for 24 months)	168	Quantity . months			
11	Laserjet Mono Printer cum Scanner [Kyocera Ecosys FS-1020] (20 Nos. for 17 months)	340	Quantity . months			
12	Laserjet Mono Printer cum Scanner [Samsung M 2876] (45 Nos. for 24 months, 54 for 17 months and 256 for 6 months)	3534	Quantity . months			
13	Inkjet Colour Printer (1 Nos. for 24 months)	24	Quantity . months			
14	Inkjet Colour Printer cum Scanner (21 Nos. for 24 months)	504	Quantity . months			
15	Inkjet Colour Printer Scanner and Fax (64 Nos. for 6 months)	384	Quantity . months			
16	UPS - Capacity = 600VA (532 Nos. for 4 months)	2128	Quantity . months			
17	UPS - Capacity = 1KVA with 2 Nos. of 7AHr, 12V batteries (84 Nos. for 24 months)	2016	Quantity . months			
18	UPS - Capacity = 1KVA [for 3Nos. Of 100Ahr batteries] (1 No. for 18 months)	18	Quantity . months			
19	UPS - Capacity = 10KVA (2 No. For 24 months)	48	Quantity . months			
20	Monitors 24 Inches (5 No. For 24 months)	120	Quantity . months			
21	Item-2: Maintenance of Local Area Network (LAN) and LAN Components 'Out of Warranty' category (Category-I)					

22	LAN (600 nodes for 6 months)	3600	Quantity . months			
23	L2- Switches 24 port (4 Nos. for 6 months)	24	Quantity . months			
24	L2- Switches 48 port (22 Nos. for 6 months)	132	Quantity . months			
25	L3- Switch (1 Nos. for 6 months)	6	Quantity . months			
26	Core/Backbone Switch (1 Nos. for 6 months)	6	Quantity . months			
27	Internet Router (1 Nos. for 6 months)	6	Quantity . months			
28	Firewall (1 Nos. for 6 months)	6	Quantity . months			
29	Item-3:Maintenance of WiFi Network Components 'Out of Warranty' category (Category-I)					
30	Routers (2 Nos. for 24 months)	48	Quantity . months			
31	WiFi Router (1 Nos. for 24 months)	24	Quantity . months			
32	POE Switches (7 Nos. For 24 months)	168	Quantity . months			
33	Wireless Controllers (2 Nos. for 24 months)	48	Quantity . months			
34	Access Points (27 Nos. for 24 months)	648	Quantity . months			
35	Item-4:Equipment under 'Warranty' category (Category-II)					
36	Desktop Computer (532 Nos. for 18 months and 30 Nos. For 24 months)	10296	Quantity . Months			
37	Laptop Computer (43 Nos. For 24 months and 61 Nos. for 18 months)	2130	Quantity . months			
38	Printer (320 Nos. for 18 months and 74 Nos. For 7 months)	6278	Quantity . months			
39	UPS (532 Nos. for 20 months)	10640	Quantity . months			
Total in Figures						
Quoted Rate in Words						

1. The above mentioned Price bid format is provided as BoQ_XXXX.xls along with this tender document at <http://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BoQ_XXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the Financial Bid. **Bidder shall not tamper/modify downloaded price bid template in any manner.** In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and Bid Security would be forfeited and tenderer is liable to be banned from doing business with the Client.
2. The rates shall be quoted in Indian Rupee only.

3. In case of any discrepancy in the **“Total Amount in Figures”** and **“Total Amount in Words”**, the **“Total Amount in Figures”** shall be considered for evaluation.
4. The evaluation shall be based on the **“Total Amount in Figures”**
5. In case of any discrepancy in calculation of **“Total Amount in Figures”**, quoted **“Unit Rate per month per equipment”** will be considered for computation.
6. The quoted rates shall remain firm.
7. The Evaluated Total Amount for the Bid shall be the total amount worked out after considering discrepancies, if any.
8. The Bidder shall quote for all the items mentioned at BoQ failing which the Bid shall be rejected.
9. **The quoted rates for all items shall be exclusive of GST and inclusive of all other taxes, duties and levies.**

FORMAT OF PERFORMANCE SECURITY

To
Director (IT),
Central Electricity Authority,
Sewa Bhawan, R. K. Puram, Sector-1,
New Delhi – 110 066.

Ref: _____ Date _____

Bank Guarantee No. _____

To

1. Against contract Acceptance of the Tender No: _____ covering _____ (hereinafter called the said 'contract') entered into between the President of India acting through The Chairperson, CEA, New Delhi - 110066 or its authorized representative (hereinafter called the Client) and _____ (hereinafter called the Contractor) this is to certify that at the request of the Contractor we _____ Bank Ltd., are holding in trust in favour of the Client, the amount of _____ (write the sum here in words) to indemnify and keep indemnified the Client against any loss or damage that may be caused to or suffered by the Client by reason of any breach by the Contractor of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of the Client, whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Contractor and the amount of loss or damage that has been caused or suffered by the Client, shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Client.

2. We _____ Bank Ltd, further agree that the guarantee herein contained shall remain in full force and shall be effective till _____ hereinafter called the said date and that if any claim accrues or arises against us _____ Bank Ltd, by virtue of this guarantee before the said date, the same shall be enforceable against us _____ Bank Ltd. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the Client.

3. It is fully understood that this guarantee is effective from the date of the said contract and that we _____ Bank Ltd, undertake not to revoke

this guarantee during its currency without the consent in writing of the Client.

4. We undertake to pay to the Client any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present bond being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

5. We _____ Bank Ltd, further agree that the Client shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Client against the said Contractor and to forbear or enforce any of the terms and conditions relating to he said contract and we, _____ Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Contractor or for any forbearance by the Client to the said Contractor or for any forbearance or omission on the part of the Client or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision, have the effect of so releasing us from our liability under this guarantee.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

Place _____

Signature

Witness _____
Printed name _____
(Bank's common seal)

Date _____

FORMAT OF BID SECURITY

(To be executed on a non-judicial stamp paper of requisite value)

To

Director (IT),
Central Electricity Authority,
Sewa Bhawan, R. K. Puram, Sector-1,
New Delhi – 110 066.

Ref: _____

Date _____

Bank Guarantee No. _____

1. WHEREAS (Name of Bidder) (hereinafter called the ‘the Bidder’) has undertaken, in pursuance of the Tender (Ref. No:.....) for the “Maintenance Contract of Desktop Computers & Associated Peripherals, Laptop Computers, LAN and WiFi Network in CEA” (herein after called the ‘the Bid’) to you.
2. AND WHEREAS, it has been stipulated by you in the said Bid that the Bidder shall furnish you with a Bank Guarantee from a Nationalized/ Scheduled Bank for the sum specified therein, as security for the Bid in accordance with the Bid.
3. AND WHEREAS we ----- <Bank> having its registered office at ----- and inter alia a branch office situated at ----- have agreed to give a Bid Security of ₹50,000 (Rupees Fifty Thousand Only) (hereinafter called as *Guarantee Amount*) on behalf of the Bidder.
4. We ----- <Bank> further undertake not to revoke and make ineffective the guarantee during it’s currency except with the previous consent of the Central Electricity Authority (hereinafter called as the Client).
5. We ----- <Bank> do hereby unconditionally and irrevocably undertake to pay to the Client without any demur or protest, merely on demand from the Client, an amount not exceeding *Guarantee Amount* by reason of any breach of the terms of the Bid dated ----- by Bidder. We hereby agree that the decision of the Client regarding breach of the terms of the Bid shall be final, conclusive and binding on us.
6. We do hereby guarantee and undertake to pay forthwith on demand to the Client a sum not exceeding *Guarantee Amount* and we undertake to pay you

upon your first written demand declaring the Bidder to be in default under the Bid and without cavil or argument, any sum or sums within the limit of *Guarantee Amount* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

7. We, the Bank, further agree that the Client shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents listed hereinabove, and the decision of the Client that the Bidder is in default, as per the tender document, shall be final and binding on us, notwithstanding any differences between the Client and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.
8. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
9. Our obligation to make payment under this Guarantee shall be a primary, independent and absolute obligation and we shall not be entitled to delay or withhold payment for any reason.
10. This guarantee is valid until **<date>** and a claim in writing is required to be presented to us on or before **<date>** failing which all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities mentioned hereinabove.

Signature and Seal of Guarantors (Bidder's Bank)

.....

Date.....

Address

.....

.....

In presence of

WITNESSES (Name & Address)

1.

2.

FORMAT FOR THE UNDERTAKING FOR TECHNICAL BID

(On the letter head of the firm submitting the bid)

Bid No.....

To,
Director (IT),
Central Electricity Authority,
Sewa Bhawan, R. K. Puram, Sector-1,
New Delhi – 110 066.

Dear Sir,

1. I/We have examined and have no reservations to the tender document, including Corrigenda /Addenda issued.
2. I/We meet the eligibility requirements and have no conflict of interest.
3. I/We agree to maintain systems and peripherals as listed in *Annexure-I* in accordance with the terms and conditions laid down in this tender document at the rates given in this offer. We understand that the list of equipment , number of LAN nodes & WiFi Network in *Annexure-I* is indicative and that actual number of equipment , LAN & WiFi Network may differ and payment shall be made as per actual number of equipment , LAN and WiFi Network under Maintenance Contract.
4. I/We offer to undertake maintenance of equipment ,LAN and WiFi Network in the tender document at the amount given in the said Financial Bid and agree to hold this offer open for a Bid Validity Period from the last date for the submission of the Bid.
5. I/we shall be bound by a communication of acceptance issued by you.
6. I/We have understood the tender document and have thoroughly examined the specifications quoted therein and am/are fully aware of the nature of the services required and my/our offer is to undertake maintenance of equipment , LAN and WiFi Network.
7. The Bid Security of ₹50,000 (Rupees Fifty Thousand) in the form of Bank Guarantee (as per *Annexure-X*) from any Nationalised/Scheduled bank valid for atleast 135 (One Hundred and Thirty Five) Days from the last date of submission of the Bid.
8. Certified that the bidder is a company and the person signing the document is the authorized representative of the bidder.
9. We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and placement of letter of intent awarding the contract, shall constitute a binding contract between us.

- 10. If our bid is accepted, we commit to submit a performance security in accordance with the tender document.
- 11. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption.

Name of the Bidder***[insert complete name of person signing the Bid]**

Name of the person duly authorized to sign the Bid on behalf of the Bidder**
[insert complete name of person duly authorized to sign the Bid]

Title of the person signing the Bid **[insert complete title of the person signing the Bid]**

Signature of the person named above **[insert signature of person whose name and capacity are shown above]**

Date signed **[insert date of signing]** day of **[insert month]**, **[insert year]**

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

** : Person signing the Bid must have the power of attorney given by the Bidder on Stamp paper and the same shall be attached.

Yours faithfully,

(Signature & Seal of the bidder)

Dated this day of _____

Address:.....

Telephone No. : _____

CONTRACT AGREEMENT FORMAT

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

THIS AGREEMENT made

the [insert: **number**] day of [insert: **month**], [insert: **year**].

BETWEEN

- (1) [insert complete name of Client], a [insert description of type of legal entity, for example, an agency of the Ministry of of the Government of { insert name of Country of Client }, or corporation incorporated under the laws of { insert name of Country of Client }] and having its principal place of business at [insert address of Client] (hereinafter called “the Client”), of the one part, and
- (2) [insert name of Contractor], a corporation incorporated under the laws of [insert: country of Contractor] and having its principal place of business at [insert: address of Contractor] (hereinafter called “the Contractor”), of the other part :

WHEREAS the Client is desirous of entrusting to the Contractor for the Maintenance Contract of Desktop Computers & Associated Peripherals, Laptop Computers , LAN and WiFi Network in Central Electricity Authority and whereas the Contractor has agreed to provide such services for the sum of ₹_____ (Rupees_____only) (hereinafter called “the Contract Amount”) exclusive of GST for a period of two years from _____ to _____(both days inclusive).

The Client and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
 - (a) the tender document
 - (b) the Client’s Letter of Award
 - (c) the uploaded bid by the Bidder on the CPP portal.
 - (d) the Addenda / Corrigenda Nos._____ (if any)
 - (e) Special Conditions of Contract
 - (f) General Conditions of Contract
 - (g) the completed Annexures (including Financial Bid (BoQ))

(h) any other document listed in General Conditions of Contract and Special Conditions of Contract as forming part of the Contract

3. In consideration of the payments to be made by the Client to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Client to provide the services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Client hereby covenants to pay the Contractor in consideration of the provision of the services and the remedying of defects therein, the Contract Amount or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Client

Signed: *[insert signature]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

For and on behalf of the Contractor

Signed: *[insert signature of authorized representative(s) of the Contractor]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*