

# E-Notice Inviting Tender

## For

Comprehensive Annual Maintenance Contract  
(AMC) of Desktop Computers, Laptops, UPS,  
Printers, Projection Items, Networking  
Equipment's and other IT Items

**Tender No: IPA/Tender/AMC-Hardware/04/2017**



**Indian Ports Association**

**1st Floor, South Tower, NBCC Place**

**B. P Marg, Lodi Road**

**New Delhi - 110 003**

**Ph No : 011-24369061/63; Fax No : 011-24365866**

**Email: ipa@nic.in**

**INR 1,000/-**

**(June, 2017)**

## Indian Ports Association

IPA/Tender/AMC-Hardware/04/2017

30/06/2017

### E-Notice Inviting Tender

Indian Ports Association (IPA) invites E-tenders from experienced, reputed IT Service Providers, as stipulated in the tender document for the following work:

I	Name of work	Comprehensive Annual Maintenance contract for Desktop Computers, Laptops, UPS, Printers, Projection Items, Networking Equipments and other IT Items for a period of three years.
II	Earnest Money Deposit	Rs. 25,000/-
III	Performance Bank Guarantee	10% of the contract value/Bid value of the successful bidder
IV	Cost of tender document	Rs.1,000/-
V	Last date & Time of receipt of the tender.	Upto 15.00 hrs. On 24/07/2017
VI	Opening of Tender	At 15:30Hrs on 24/07/2017
VII	Period of AMC	Three Years on yearly renewable basis
VIII	Validity of tender	120 days from the last date fixed for receiving the tender.

2. Downloading tender schedule from IPA web site;

The tender documents can be downloaded from IPA web site <http://ipa.nic.in>, as well as <http://www.eprocure.gov.in/eprocure/app>. A sum of Rs.1,000/- towards the cost of tender document shall be paid along with EMD failing which their offer will not be considered at all. The downloading of the documents shall be carried out strictly as provided on web site. No editing, addition / deletion of matter shall be permitted. If such

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action is observed at any stage such proposals are liable for outright rejection. The downloaded tender document has to properly bound, with all pages as per serial No. and submitted to IPA.

If the bidder/s who had litigation against the IPA, submits the tender document downloaded from the web site, the same will not be considered and the amount paid towards the cost of document will not be refunded.

3. The tenders shall be accompanied by EMD for the amount specified at Sl.No. II of Para (1) above (Rs. 25,000/-), in the form of Demand Draft drawn on any Nationalized or Scheduled bank having its branch at New Delhi, in favour of the Indian Ports Association, payable at New Delhi, without which the Tender will not be considered. EMD in any other form will not be accepted.
4. Online Bids will be accepted only at eProcurement web site <https://eprocure.gov.in/eprocure/app> (CPPP). If any bidder failed to submit online, then Bid shall be treated as "Non-Responsive". The Client has adopted a two stage (collectively referred to as the "Selection Process") for the evaluation of the Proposals. The Bids shall comprise of two parts namely the Technical and Financial Proposals. Scanned copies of Technical Bid shall be submitted on eProcurement Portal (CPPP) <https://eprocure.gov.in/eprocure/app> in the First Cover (Technical Bid) and also hard copy and one soft copy (PDF Format).

Financial Proposal shall be submitted online only as per the Price Schedule given in Financial Proposal and attached in PDF format in eProcurement Portal only(CPPP) <https://eprocure.gov.in/eprocure/app> .No hard copy of financial Bid shall be submitted. The price Bid submitted through eProcurement mode only will be taken up for the purpose for evaluation as prescribed in this tender document. The completed tender should reach to the Chief **Administrative Officer, Indian Ports Association, 1<sup>st</sup> floor, South Tower, NBCC Place, Bhisham Pitamah Marg, Lodi Road, New Delhi – 110 003** not later than prescribed time and date as in Sl.No. V in Para-1 above. The tender will be opened on the last date of receipt of tenders at 1530 hrs in the presence of such of the bidder who may wish to be present. The tender

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received after due date and time will be summarily rejected. The IPA will not be responsible for the loss of tender document if any or for the delay on postal transit.

5. Tenders which are in any way incomplete will not be considered. The IPA reserves the rights to waive any formality thereof or to reject any or all the tenders without assigning any reason and not found it to accept the lowest tender.
6. This tender notice shall form part of the contract agreement.

Sd/-

CHIEF ADMINISTRATIVE OFFICER

**1. PREAMBLE**

Indian Ports Association invites E-Bids from eligible contractors for **Comprehensive Annual Maintenance Contract for Desktop Computers, Laptops, UPS, Printers, Projection Items, Networking Equipments and other IT Items for a period of three years on yearly renewable basis.**

The Bids shall be prepared in English. Initials of the authorized representative of the bidder must attest all erasures and alterations made while filling the Bids. IPA shall not be responsible for any costs or expenses incurred by the bidder in connection with the preparation and delivery of bids, including costs and expenses related to visits to the sites. IPA reserves the rights to cancel, terminate, change or modify this procurement process and/or requirements of bidding stated in the tender, without assigning any reason or providing any notice and without accepting any liability for the same.

The bid evaluation shall be done on the basis of the technical bid evaluation process specified in the tender. Only those firms/companies who qualify based on this evaluation process will be considered as Qualified Bidders for the purpose of opening of Price Bids and its evaluation. The date of opening of Price Bids will be communicated to Qualified Bidders at a later date.

## 2. DEFINITIONS

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**“Employer”** means the IPA and shall include its authorized successors and assignees at all times.

**“Applicable Law”** means the laws and any other instruments having the force of law in the India.

**“Bid”** means the proposal submitted by the Bidder(s) in response to this tender in accordance with the provisions hereof including technical proposal/technical bid and financial proposal/price bid along with all other documents forming part and in support thereof as specified in this tender.

**“Bidder”** means Sole Firm/ Company, as the case may be, who submits a Bid along with Bid Security and tender Fee as per the terms of this tender within the stipulated time for submission of Bids.

**“Bid Security”** shall mean the earnest money furnished by the Bidder, as part of the Bid submission as per provision of this tender.

**“Contract”** means the Contract signed by the Parties and all the attached documents listed.

**“Contract Price”** means the price to be paid for the performance of the Services.

**“Day”** means calendar day.

**“Due Date/Bid Submission”** shall mean the last date for submission of tender.

**“Effective Date”** means the date on which the Contract specified in the tender document comes into force and effect.

**“GC”** mean these General Conditions of Contract.

**“Party”** means the IPA, as the case may be, and **“Parties”** means both of them.

**“Letter of Acceptance (LoA)”** shall mean the letter to be issued by IPA to the successful bidder indicating the acceptance of his offer in accordance with the conditions of this tender document.

**“SC”** means the Special Conditions of Contract by which the GC may be amended or supplemented.

**“Services/Scope of Work/TOR”** means the work to be performed by the Contractor pursuant to this Contract.

**“Taxes and Duties”** shall mean all taxes, duties, fees, cess etc. payable as per applicable laws in India in connection with the discharge of responsibilities as per the scope of work envisaged.

### 3. SUBMISSION OF TENDER :

Applicant must submit :

■ Technical proposal: Scanned copies of Technical Bid shall be submitted on eProcurement Portal (CPPP) <https://eprocure.gov.in/eprocure/app> in the First Cover (Technical Bid) and also hard copy and one soft copy (PDF Format).

■ The Financial bid should be submitted online only as per the Price Schedule given Financial Proposal and attached in PDF format in e-procurement Portal only(CPPP) <https://eprocure.gov.in/eprocure/app> .Any Indication of 'Quoted Price' in the online technical Bid documents shall lead to rejection of the bid outright. For evaluation purpose the uploaded offer documents will be treated as authentic and final .No hard copy of financial Bid shall be submitted. The price Bid submitted through e-procurement mode only will be taken up for the purpose for evaluation.

The bidder should submit their offers without any deviation from the RFPs terms and conditions. No conditional bid offer will be accepted.

The tender shall be sent to the Chief Administrative Officer, Indian Ports Association, 1<sup>st</sup> floor, South Tower, NBCC Place, Bhisham Pitamah Marg, Lodi Road, New Delhi – 110 003 so as to reach him on or before 1500 hours on 24/07/2017. Bids not received on time will not be considered. IPA will not be responsible for Postal delay or transit delays. If the last date of receipt/opening of Tender happens to be a holiday at a later date, the same will be received/opened on the next working day.

The bidder's are required to submit their offer in two cover system, Cover I and Cover II. The tender shall be submitted, completed in all respect in two separate covers as given below:-

#### Cover-I

- 1) The bidder shall enclose Tender fee in the form of DD for Rs. 1,000/- (Rupees one thousand only) through crossed Demand Draft on any nationalized/scheduled bank drawn in favour of Indian Ports Association payable at New Delhi. The cost of tender documents will not be refunded under any circumstances.
- 2) The bidder shall enclose DD for Earnest Money Deposit.

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- 3) The bidder shall enclose self attested Particulars with regard to experience (work order with satisfactory completion/ performance certificate (if available) with value of work done) as detailed in Eligibility Criteria.
- 4) The bidder shall enclose Income tax permanent account number for assessing the income tax.
- 5) The bidder shall enclose certified copies of the Audited Financial Statements for the above three years (2013-14, 2014-15 & 2015-16) certified by the Chartered Accountant.
- 6) Copy of valid ISO/IEC 20000-1:2011.
- 7) Service Tax Registration No. along with certificate for Service Tax registration shall be enclosed.
- 8) Copy of PAN Card, VAT No./TIN No. & Certificate of Registration shall be enclosed along with tender.
- 9) Copy of the Registration with Employee Provident Fund Organization, ESI.

The above document shall be submitted on eProcurement Portal (CPPP) <https://eprocure.gov.in/eprocure/app> in the First Cover (Technical Bid) and also hard copy and one soft copy (PDF Format) should be submitted which shall be sealed and superscribed, "Comprehensive Annual Maintenance contract for Desktop Computers, Laptops, UPS, Printers, Projection Items, Networking Equipments and other IT Items" - Cover No.,1", and bear on the bottom left corner, the name and full address of the bidder with his official stamp. The bidder should ensure that the Schedule of price is not enclosed in Cover No.1.

### **SECOND COVER: (No.2):**

- i) The Schedule of Prices (Price bid of original tender documents) there of duly filled in with the rates shall be enclosed in the second cover (No.2) which shall also be submitted online only as per the Price Schedule given in Financial Proposal and attached in PDF format in eprocurement Portal only (CPPP) <https://eprocure.gov.in/eprocure/app> .Any Indication of 'Quoted Price' in the online technical Bid documents shall lead to rejection of the bid outright. For evaluation purpose the uploaded offer documents will be treated as authentic and final .No hard copy of financial Bid shall be submitted. The price Bid submitted through e-procurement mode only will be taken up for the purpose for



evaluation. The bidder should ensure that the Schedule of price is not enclosed in Cover No.1.

**4. General :** The bidder may visit the site with prior appointment before quoting the tender.

**5. EVALUATION :**

- i. The Bid Evaluation Committee constituted by the IPA shall evaluate the bids.
- ii. Cover No.1 containing the technical documents to shortlist the eligible bidder's will be opened on the scheduled date and time i.e on 24/07/2017 at 1530 hrs in the presence of such bidders who wish to be present at the time of opening.
- iii. After opening the first cover and getting the required technical/commercial clarifications based on the information given, IPA will pre-qualify the eligible bidders.
- iv. The bidders will be pre-qualified based on the documents contained in Cover No.1. The price part contained in cover No.2 submitted by the pre qualified bidders alone will be opened on a subsequent date which will be intimated to the pre qualified bidders. The decision of IPA in pre qualifying the eligible tenders will be final.
- v. The terms of tender schedule, conditions of contract, etc. shall not be defaced or detached or detached from the documents.
- vi. The IPA shall have no liability to the bidder in respect of any expenses incurred by him, direct or indirect, in preparing and/or submitting the tender.
- vii. Incomplete offers not confirming fully to T/E requirements or with vague replies or without Earnest Money Deposit will not be considered.

**6. RATES TO BE FIGURES AND WORDS :**

6.1 The bidder shall quote the rate in Indian Rupees and in English, in figures as well as in words, the rates tendered by him in the concerned proforma of the tender and in such a way that interpolation is not possible.

6.2 The tendered amount for the work shall be entered in the tender form and duly signed by the bidder.

6.3 In case of any discrepancy between figures and written words, the rates in words shall be taken as the quoted price.

6.4 IPA may seek clarification in writing from bidder by fax/email and bidder shall promptly reply by fax/email within the time limit specified in the clarification letter from IPA.

6.5 The comparison shall be of the total price offered inclusive of all taxes.

## 7. ELIGIBILITY CRITERIA

7.1 The Bidder company/firm/service provider should be registered in India.

7.2 The Bidder company/firm/service provider should be in existence for over 5 years in the trade. Supporting evidence should be attached. The Bidder company/firm/service provider should have more than 3 years of experience in computer hardware & software maintenance field.

Copy of Work Order and Completion certificate to be submitted as proof of above.

7.3 The Bidder company/firm/service provider should be financially sound i.e., it must have made profits in the immediately preceding three financial years. **(Copy of audited annual accounts for the last three years should be enclosed.)**

7.4 The Bidder company/firm should have an annual financial turnover of at least Rs. 1,50,00,000 (Rupees One Crore Fifty Lakh) during the last 3 (Three) years. Copy of Annual Accounts, certified by CA.

7.5 The Bidder company/firm/service provider must have executed satisfactorily, a minimum of Two (2) AMCs of 100 or more computers in LAN environment for Ministries/Departments of Government of India/PSUs/Banks/State Govt in the last two (2) years with at least one (1) such ongoing contract with such departments. (Sanction letters of the contracts alongwith completion certificate/ last payment receipt copy may be attached). **Satisfactory performance certificate from these organizations along with copies of the sanction letter may be attached.**

7.6 The Bidder company/firm/service provider must have a VAT registration, Service Tax Registration Number and PAN Number. **(Enclose attested copy of the relevant document).**

7.7 The Bidder company/firm/service provider should have its own office(s) at New Delhi for the systems service support. Supporting document(s) to be enclosed for above or else bids will be rejected.

7.8 The Bidder company should have copy of valid ISO/IEC 20000-1:2011. Supporting evidence should be attached.

7.9 The bidder should have toll free and email based 24 X 7 call logging and ticket generation facility.

7.10 Firms claiming exemption from depositing **EARNEST MONEY** must enclose copy of their registration certificate with NSIC/MSME along with all its amendments (if any) for the subject item/work, otherwise specifications offers received without these details and without **EARNEST MONEY** will not be entertained

## **8. Black Listing**

The bidder should not be blacklisted or penalized by any Central /State Government /PSU organization for failure to perform or delivery of services during the last 3 years (2014-15, 2015- 16 & 2016-17).

## **9 DISCLAIMER**

9.1 The information contained in the Request for Proposal (RFP) document provided to Bidders on behalf of IPA is being provided to all interested Bidders on the terms and conditions set out in this RFP document.

9.2 This RFP document is not an agreement and is not an offer or invitation to any other party. The purpose of this RFP document is to provide Bidders with information to assist the formulation of their proposal submission. This RFP document does not purport to contain all the information Bidders may require. This RFP document may not be appropriate for all persons, and it is not possible for IPA to consider the investment objectives, financial situation and particular needs of each Bidder. Each Bidder should conduct its own investigation and analysis, and should check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources. IPA and their advisors make no representation or warranty and shall incur no liability financial or otherwise under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

9.3 IPA may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

9.4 IPA reserves the right to accept or reject any quotation, and to annul the quoting process and reject all quotations, at any time prior to the award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected Company/Firm or Company/Firms on the grounds for the Purchaser's action.

**SECTION II**  
**SCOPE OF WORK**

**1.0 Scope and Services**

The Bidder company/firm/service provider should agree to maintain systems including Laptops & UPS` and peripherals as listed in Section-IV in accordance with the provisions laid down in the tender document, at yearly charges as given in the contract.

The Service Provider should provide the following type of services

- i. Preventive maintenance
- ii. Corrective maintenance
- iii. Software services for system operations
- iv. Assistance in H/w & S/w Upgradation

1.1 Maintain the systems inventory details of all the items under the scope of contract which would be taken to service centre for necessary repairs in proper manner.

1.2 Scheduled Preventive Maintenance (PM) once in six Months for all systems, printers, UPS etc covered under this contract. PM can be clubbed with corrective maintenance. Service Provider would maintain the preventive maintenance record in a separate register exclusively meant for this task.

1.3 Unscheduled, on call corrective and remedial maintenance service to set right the malfunctions of the system. This includes replacement of unserviceable parts. The parts replaced will be new part. Whether defective item/components are to be replaced or repaired shall be at the sole discretion of Service Provider.

1.4 Replacement: The defective components including broken mouse and keyboards etc shall be replaced by new one at no extra cost and should be of the same make as of the equipment(OEM) OR Equivalent. No compromise on the replaced spares shall be accepted.

1.4.1 Computer power cables, printer port, chords and power cable etc. are also covered under AMC. Hard Disk, Logic Cards, SMPS, Mother Boards should not be repaired and shall be replaced with OEM branded parts/products only.

1.5 Anti Virus Software Support: This contract includes the Anti-virus software support on the systems covered under this contract. Any problem related with System Virus will be attended and rectified by the service provider engineer. Service Provider will update the anti virus software as and when required and also during preventive maintenance of the systems of the anti-virus software provided by IPA.

Data loss due to virus will be the responsibility of the bidder. Bidder will be responsible for recovery of data due to non-function of Antivirus without any cost to IPA

1.6 Projection Items: Maintenance & upkeep of Overhead projector & Motorized Screen.

1.7 Network Management Services : LAN Management

1.7.1 Management of Router, Proxy Server, Switches, Hubs, I/O Ports/Boxes and cabling.

1.7.2 Identifying and trouble-shooting physical connectivity problems at the desktop (user) as well as at the Hubs / Switches / Router ends i.e. giving point-to-point network connectivity solution, even crimping and laying of fresh cables. However, cost of fresh cables shall be provided extra on actual.

1.7.3 Identifying and trouble shooting of defective parts on the Hubs / Switches / Router.

1.7.4 Ensuring print services for network printers.

1.8 Projection Items Management Services

1.8.1 Support for all types of listed Projection items installed in the premises including guiding the staff the proper upkeep of the same.

1.8.2 Maintenance of all related items including replacement of defective boards/circuits and connectors';

1.8.3 Preventive/proactive maintenance of the projection items

1.9 Equipments under warranty: Vendor may also take up the service calls during the warranty period with the respective OEM.

1.10 Installation of client software(s) and other application tools as desired by IPA at client systems.

1.11 Online support to users in systems, application and printer configuration.

1.12 Update of the software/drivers required for the networking components during the contract period.

1.13 Half-yearly cleaning of hardware using standard isopropyl alcohol.

1.14 Transport: Transportation of any equipment from IPA premises to the bidders workshop & vice versa for attending repairs, when it become necessary shall be done at their own cost.

During transportation of hardware for repair/ maintenance activity, safety of the hardware is the responsibility of the bidder. Any damages due to transportation, if any occurs, the bidder will replace the hardware at its original condition without any additional cost to IPA.

1.15 The equipment taken to bidder's workshop for attending major repairs should be brought back in good working condition within two days. Failing the above,

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substitute equipment of similar make & capacity by the bidders own arrangements should be put up in service till the departmental equipment is refixed.

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### SECTION III

#### GENERAL AND SPECIAL TERMS & CONDITIONS TO BIDDERS

##### **1.0 Cost of Bidding**

1.1 The bidder shall bear all costs associated with the preparation and submission of the offer and IPA shall in no case be responsible or liable for such costs regardless of the result of the tendering process.

##### **2.0 Amendments of Bid Documents**

2.1 IPA reserves the right to make revisions or amendments to the tender documents prior to the closing date of the tender. Such revisions or amendments shall be announced by an addendum or addenda. In such case, the addendum shall include an announcement of the new closing date set for the submission of offers, if any.

2.2 The amendments shall be notified on [www.ipa.nic.in](http://www.ipa.nic.in) and these amendments will be binding on bidders.

2.3 In order to afford the bidders reasonable time to take the amendments into account in preparing their bids, the IPA may, at its discretion, extend the deadline for the submission of bids suitably.

##### **3.0 Period of validity of bids:**

The bid shall remain valid for 120 days from the last date of submission of bids. If any bidder withdraws his tender before the said period, IPA shall without prejudice to any right or remedy, be at liberty to forfeit the Bid Security absolutely.

##### **4.0 Late bids:**

Any bid received by IPA after the deadline for submission of bids prescribed by the IPA, shall be rejected and returned unopened to the bidder.

**5.0 Clarification of Bid:**

To assist in the examination, evaluation and comparisons of bids, IPA may, at its discretion, ask the bidder for the clarification of its bids. The request of clarification and the response shall be in writing. **However, no post bid clarification at the initiative of the bidder shall be entertained.**

**6.0 Contacting IPA:**

Subject to Clause 5.0, no bidder shall try to influence IPA on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.

**Any effort by a bidder to influence IPA bid evaluation; bid comparison or contract award decisions shall result in the rejection of the bid.**

**7.0 Penalty:**

7.1 The successful bidder should resolve the hardware problems between 9:30 AM to 5:30 PM on all working days. The engineer will be attending the complaint and should continue in office till the problem is resolved. No hit & trial method will be allowed while attending the complaint. In case the equipment is taken to the workshop, the firm would provide a **Stand by equipment** for the same. If the equipment or any part of the equipment is not repaired within 2 days and stand-by not provided, **penalty of Rs. 500/- per day equipment will be imposed subject to maxim penalty of 25% of the quarterly payment.**

7.2 The successful bidder will ensure 90 per cent uptime in respect of desktop PCs, UPS & printer and 99% uptime in respect of Projection Items.

**8.0 Period of Contract:**

The contract will be awarded initially for a period of two year which can be extended upto another 1 year based on successful performance. The rates quoted shall remain firm and in force for initial period of two years. The next year AMC Cost will be

renewed on mutually agreed rates. No demand for revision of rates on any account shall be entertained during the contract period.

If at any point of time, any IT item is/are deleted or added in the IPA inventory for AMC purpose, then the contract amount shall be re-calculated accordingly on a pro-rata basis as per the price quoted for individual item in Section – IV.

**9.0 Hard & Soft Copies**

All technical offers shall be made available in **hard and soft** copies as specified in the tender document and should be signed by the authorized signatory of the firm on all pages of the hard copy and must have page numbers on each page properly.

**10.0 Option Clause**

After expiry, if the AMC is not awarded to anyone within the stipulated time, the existing vendor shall continue his support on request of IPA till awarding of tender for next year and charges may be given to vendor on pro-rata basis of AMC.

**11.0 Earnest Money Deposit**

11.1 All firms who are not specifically registered with NSIC or MSME for which the offers are invited, are required to deposit EARNEST money equivalent to the amount as mentioned in the Tender Schedule, failing which their offers will be summarily rejected.

11.2 For claiming exemption from depositing earnest money, the tenderers should be Registered with NSIC or MSME specifically with specifications as mentioned in the Tender Schedule. Firms which are not specifically registered with specifications mentioned in the Tender Schedule, either with NSIC or MSME, shall be treated as unregistered and shall be required to deposit earnest money as above.

11.3 The earnest money of the successful tenderer shall be returned after Performance Bank Guarantee as required in terms of the contract is furnished by the tenderer.

11.4 Earnest Money of all the unsuccessful tenderers shall be returned by IPA as early as possible after the expiry of the bids.

11.5 No interest shall be payable by IPA on the Earnest Money deposited by the tenderer.

#### **12.0 Performance Bank Guarantee**

The successful bidder/ firm will be required to furnish Performance Bank Guarantee equivalent to 10% of the contract value within a month of the placement of order of AMC for due performance as per provisions contained in the tender document, which will be released on completion of the contract. Failure at the part of the firm in furnishing the PBG within stipulated time will make the work order NULL and VOID. The PBG submitted by the vendor shall remain valid till 45 days from the last date of the contract.

It may be noted that in case of bidder/firm backing out in between without any explicit consent of IPA, will be liable to recovery at higher rates, vis-a-vis, those contracted with it, which may have to be incurred by this office on maintenance of machines for the balance period of contract through alternative means.

#### **13.0 Payment Terms**

13.1 The comprehensive maintenance charges shall be payable to the service provider in four equal **quarterly installments** and paid at the end of each quarter of AMC period after deducting penalties, (if any) and relevant TDS. The payment would be made against the pre-receipted invoice (in triplicate).

13.2 Any increase or decrease of taxes, duties or prices of components, etc. will not affect the AMC rates during the entire period of AMC.

#### **14.0 Arbitration**

14.1 All disputes or difference whatsoever arising between the parties out of this contract or the breach thereof shall be settled by reference to arbitration by a sole arbitrator to be nominated by the Managing Director (MD) of IPA. The award made in pursuance thereof shall be binding on both parties.

14.2 The venue of arbitration shall be New Delhi.

**15.0 Termination of the Contract**

In case of unsatisfactory performance by the bidder, IPA without prejudice to any other remedy, by written notice of default, sent to the bidder, terminate this Contract in whole or in part.

**Technical Bid****FORM A-1****BIDDER'S PARTICULARS**

1.	Name of the Company/Firm/Sole Proprietorship			
2.	Registered office Address			
3.	Office for correspondence: Contact person's name Designation Address Telephone No/s, Mobile No. Fax No/s E-mail ID			
4.	Financial (for last 3 years) :	2015-16	2014-15	2013-14
	Turnover (Rs. In lakhs)			
	Profit after Tax			

**Technical Bid****FORM A-2****BIDDER'S EXPERIENCE**

1	Name & Address of the Client	
2	Type of Client (Government/Semi-Government etc.) Place (s) of Service (List of places/Venues where Service was provided)	
3	Period of Project	
4	Total Number of Manpower deployed	
5	Approximate value of Service (in Indian Rs.)	
6	Details of Hardware & number under AMC	
7	Specify Whether any termination of contract or litigation or arbitration was involved	
8	Name, title & Address of the Client's person who can be contacted	

Signature of the Vendor

Name

Place

Date

Company Seal

**Note: Separate sheet for each projects/Clients shall be enclosed.**

**Technical Bid****FORM A-3****Compliance Statement for Eligibility Criterion**

<b>S. No</b>	<b><u>Description</u></b>	<b><u>Compliance (Y/N)</u></b>		<b><u>Documents Attached, if any</u></b>
1	The bidder company/firm should be registered in India.			Please indicate bid page no. where document is attached
2	The Bidder company/firm/service provider should be in existence for over 5 years in the trade. (Supporting evidence should be attached)			- do -
3	The bidder company/firm should have more than 3 years of experience in computer hardware & software maintenance field.			- do -
4	The Bidder company/firm should be financially sound i.e., it must have made profits in the immediately preceding three financial years. (Copy of Balance Sheet & P&L accounts for the last three years should be enclosed).			- do -
5	The Bidder company/firm should have an annual financial turnover of at least Rs. 1,50,00,000 (Rupees One Crore Fifty Lakh) during the last 3 (Three) years.			- do -
6	The Bidder company/firm/service provider must have executed satisfactorily, a minimum of Two (2) AMC's of 100 or more computers in LAN environment for Ministries/ Departments of Government of India/PSUs/Banks with at least one (1) such ongoing contract with such departments. <b>Performance certificate from these organizations along with copies of the sanction letter may be attached.</b>		<b>Please write the name of organization.</b> <b>1.</b> <b>2.</b> <b>3. &amp; so on.</b>	- do -
7	The Bidder company should have copy of valid ISO/IEC 20000-1:2011. (Supporting evidence			- do -



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	should be attached.)			
8	The bidder must have a Service Tax Registration Number and PAN Number, Employee Provident Fund Organization Registration No. and ESI No. (Enclose attested copy of the relevant document).			- do -
9	The Bidder company should have its own office(s) at New Delhi for the systems service support.			- do -
10	EMD amount of Rs. 25,000/- (Rupees Twenty Five Thousand only) attached. Please specify details of instrument.			- do -
11	The bidder should have toll free and email based 24 X 7 call logging and ticket generation facility.			- do -
12	A declaration by the bidder to have back to back support from OEM in respect of Laptops under Note of Section-IV respectively.			- do -

**Technical Bid**

**FORM A-4**

**TERMS AND CONDITIONS AS AGREED**

Our Company/Firm is agreeable to the terms and conditions of the RFQ. A copy of the same duly signed by us is attached.

Signature:

Name:

Designation:

Company/Firm:

Date:

Place:

**SECTION - IV****(Financial Bid)****(TO BE FILLED BY THE BIDDERS AND ATTACHED IN PDF FORMAT IN SECOND COVER ON CPPP)****Commercials for AMC of Computers and Peripherals****(A)****1. Desktops**

<b>Sl. No</b>	<b>Description of the Desktops</b>	<b>Item Sl. No</b>	<b>Basic Rate without taxes, Item Wise (Rs)</b>	<b>Taxes/ Levie (Rs)</b>	<b>Rate in (Rs.) inclusive of all taxes Item Wise</b>
1.	HP Compaq, Intel (R) core™ Duo CPU 2.80GHz, Window Vista, RAM=6GB, DVD-RW	INA91501GY			
2.	LENOVO Intel core i III, 3.3GHZ, Window 7, RAM= 2GB, HDD= 500 GB, DVD	Processor 71Y3572 S.No. PGN6593			
3.	<b>IBM Think Centre</b> OS= Windows XP Professional / Server 2003, RAM= 1 GB, HD= 80 GB, FDD= 1.44 MB, CD=RCD	IS8124KQHL9A2362			
4.	HP Compaq dc5800SFF, Window Vista, RAM=2GB, 250GB, DVD-RW	INA91501HO			
5.	HP Compaq dc5800SFF, Window Vista, RAM=2GB, 250GB, DVD-RW	INA91501H2			
6.	HP Compaq Intel core DUO 2.8 GHZ, Window 7, RAM=2GB, HDD-250GB, DVD-RW	INA91501GZ			
7.	HP intel® Core™ e Duo-CPU Q 2.WGH2 Ram 1GB	INA7460MF3			
8.	HP Compaq intel core 2 DUO 2.8 GHZ , Window Vista, RAM=2GB, HDD-250GB, DVD-RW	INA91501H1			
9.	HCL INFINITI PRO Window 7 Professional (32 Bit), RAM=2GB DDRIII 1333MHz, HDD=160GB SATA,	B101AA402605			

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	DVD Writer				
10.	HP Compaq, Window Vista, RAM=2GB HDD=250GB, DVD-RW	INA91501GX			
11.	HCL INFINITI PRO HCL i3 RAM 4GB(2X2) DDRIII 1333MHz, HDD=300GB SATA (WD), DVD Writer	5121AA256829			
12.	HCL INFINITI PRO HCL i3 RAM 4GB(2X2) DDRIII 1333MHz, HDD=300GB SATA (WD), DVD Writer	5121AA256830			
13.	HCL INFINITI PRO HCL i3 RAM=4GB (2X2) DDRIII 1333MHz, HDD 300GB SATA (WD), DVD Writer	5121AA256831			
14.	HCL INFINITI PRO HCL i3 RAM 4GB(2X2) DDRIII 1333MHz, HDD=300GB SATA (WD), DVD Writer	5121AA256832			
15.	HCL INFINITI PRO HCL i3 RAM 4GB(2X2) DDRIII 1333MHz, HDD=300GB SATA (WD), DVD Writer	5121AA256833			
16.	Acer Veriton Series (AMD Phenom II X 2 550 Processor 3.50 GHz) 64-bit Operating System OS= Windows7 (Service Pack 1), RAM=8GB, HD= 280 GB, DVD Multi recorder	AWF46GV160B1734 563E			
17.	Acer, AMD Phenom II x 2 550 Processor, 3.10 Ghz, Windows 7 Professional, RAM=8 GB, HDD=320GB	AWF46GVI60B1734 553E			
18.	Acer, AMD Phenom II x 2 550 Processor, 3.10 Ghz, Windows 7 Professional, RAM=8GB, HDD=320GB	AWF46GVI60B1734 583E			
19.	Acer, AMD Phenom II	AWF46GV160B1734			

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	x 2 550 Processor, 3.10 Ghz, Windows 7 Professional, RAM=8 GB, HDD=320GB	593E			
20.	Acer i5, RAM=8GB DDRIII 1333MHz, HDD=300 GB	AWF45GT126B0318 223E			
21.	Acer i5, RAM=8GB DDRIII 1333MHz, HDD=300 GB	AWF45GT126B0318 373E			
22.	Acer i5, RAM=8GB DDRIII 1333MHz, HDD=300 GB	AWF45GT126B0318 383E			
23.	Acer i5, RAM=8GB DDRIII 1333MHz, HDD=300 GB	AWF45GT126B0318 483E			
24.	Acer V203HL, Intel( R ) core ( T M ) i7-3770 CPU @ 3.40 Ghz, Windows 7 Professional, RAM=4GB,	UDVEOSI003D1701 860			
25	Acer, AMD Phenom II x 2 550 Processor, 3.10 Ghz, Windows 7 Professional, RAM=4 GB, HDD=320GB	UDVEOSI003D1701 859			
26	Acer Intel core i7, 3.40GHZ, RAM=4GB DDRIII, HDD=1TB, Window -7	UXVEOS1003D1701 858			
27	Acer V203H, AMD Phenom(TM) II x 2 550 Processor, 3.10 Ghz, Windows 7 Professional, RAM=4 GB, HDD=320GB	AWF46QV160B1734 573E			
28	Acer i5, RAM=8GB DDRIII 1333MHz, HDD=300 GB Window -7	UXVJSSI408E26003 01 <b>(Warranty upto 03.8.2017)</b>			
29	LENOVO Think Centre window 8, Intel i5 RAM=8GB DDR-III 1600 MHZ, CD/DVD	PG00DRJS <b>(Warranty upto 27.06.2018)</b>			
30	LENOVO Think Centre Window 7 Intel i3-3220 CPU@3.30GHz Ram 2GB System Type 32 bit CD/DVD	PGN6592 <b>(Warranty upto 03.08.2018)</b>			
31	LENOVO Think Centre Window 8.I Pro Intel core(i5) Processor, Ram 4GB, 500GB HDD Operating System 64 bit, CD/DVD	PG00KD54 <b>(Warranty upto 26.01.2019)</b>			

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32	LENOVO Think Centre Window 8.I Pro Intel core(i5) Processor, Ram 4GB, 500GB HDD Operating System 64 bit, CD/DVD	PG00KD3N <b>(Warranty upto 26.01.2019)</b>			
33	LENOVO Think Centre Window 8.I Pro Intel core(i5) Processor, Ram 4GB, 500GB HDD Operating System 64 bit, CD/DVD	PG00KD4J <b>(Warranty upto 26.01.2019)</b>			
34	LENOVO Think Centre Window 8.I Pro, Intel core(i5) Processor, 3.30GHZ Ram 4GB, 500GB HDD Operating System 64 bit	PG00KD57 <b>(Warranty upto 26.01.2019)</b>			
35	LENOVO Think Centre Window 8.I Pro, Intel core(i5) 3.30GHZ Processor, Ram -4GB, HDD-500GB Operating System 64 bit Operating System 64 bit	PG00KD1L <b>(Warranty upto 26.01.2019)</b>			
36	LENOVO All-in-one Window 8.I Pro Intel core(i3)-3.70GHZ, RAM - 4GB, HDD-500GB	PC0AU4UM <b>(Warranty upto 05.04.2019)</b>			
37	LENOVO Think Centre window 8, Intel i5 RAM=4GB DDR-III 1600 MHZ, CD/DVD	PG00DRL5 <b>(Warranty upto 05.04.2019)</b>			
38	LENOVO All-in-one Window 8.I Pro Intel core(i5) Processor, Ram 4GB, 500GB HDD Operating System 64 bit	PC0AU4U7 <b>(Warranty upto 05.04.2019)</b>			
39	LENOVO All-in-one Window - 8.1, Intel i5 8GB DDR-III 1600,HDD-500GHZ MHz expandable upto 16GB,	PC02QYZL <b>(Warranty upto 03.02.2018)</b>			
40	LENOVO Think Centre window 8, Intel i5, RAM=4GB DDR-III 1600 MHZ, CD/DVD	PGM8831 <b>(Warranty upto 28.10.2019)</b>			
41	LENOVO Think Centre	PG00SBJA <b>(Warranty upto</b>			

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	Window - 8.1, Intel i5 8GB DDR-III 1600,HDD-500GHZ MHz expandable upto 16GB,	<b>28.10.2019)</b>			
42	LENOVO Think Centre Window - 8.1, Intel i5 8GB DDR-III 1600,HDD-500GHZ MHz expandable upto 16GB,	PG00SPQ9 (Warranty upto <b>28.10.2019)</b>			
43	LENOVO Think Centre Window - 8.1, Intel i5 8GB DDR-III 1600,HDD-500GHZ MHz expandable upto 16GB,	PG00SPR9 (Warranty upto <b>28.10.2019)</b>			
44	LENOVO Think Centre Window - 8.1, Intel i5 8GB DDR-III 1600,HDD-500GHZ MHz expandable upto 16GB,	PG00SPRC (Warranty upto <b>28.10.2019)</b>			
45	LENOVO Think Centre Window - 8.1, Intel i5 8GB DDR-III 1600,HDD-500GHZ MHz expandable upto 16GB,	PG00SPR3 (Warranty upto <b>28.10.2019)</b>			
46	LENOVO Think Centre Window - 8.1, Intel i5 8GB DDR-III 1600,HDD-500GHZ MHz expandable upto 16GB,	PG00SPQT (Warranty upto <b>28.10.2019)</b>			
47	LENOVO Think Centre Window - 8.1, Intel i5 8GB DDR-III 1600,HDD-500GHZ MHz expandable upto 16GB,	PG00SPRD (Warranty upto <b>28.10.2019)</b>			
48	LENOVO Think Centre Window - 8.1, Intel i5 8GB DDR-III 1600,HDD-500GHZ	PG00SPQD (Warranty upto <b>28.10.2019)</b>			

	MHz expandable upto 16GB,				
49	LENOVO Think Centre Window - 8.1, Intel i5 8GB DDR-III 1600,HDD-500GHZ MHz expandable upto 16GB,	PG00SBKH (Warranty upto 28.10.2019)			
50	LENOVO Think Centre Window - 8.1, Intel i5 8GB DDR-III 1600,HDD-500GHZ MHz expandable upto 16GB,	PG00SPQS (Warranty upto 28.10.2019)			
51	LENOVO Think Centre Window - 8.1, Intel i5 8GB DDR-III 1600,HDD-500GHZ MHz expandable upto 16GB,	PG00SPTZ (Warranty upto 28.10.2019)			
52	LENOVO Think Centre Window - 8.1, Intel i5 8GB DDR-III 1600,HDD-500GHZ MHz expandable upto 16GB,	PG00SPQK (Warranty upto 28.10.2019)			
53	LENOVO Think Centre Window - 8.1, Intel i5 8GB DDR-III 1600,HDD-500GHZ MHz expandable upto 16GB,	PG00SPRM (Warranty upto 28.10.2019)			
54	LENOVO Think Centre Window - 8.1, Intel i5 8GB DDR-III 1600,HDD-500GHZ MHz expandable upto 16GB,	PG00SBKA (Warranty upto 28.10.2019)			
55	LENOVO Think Centre Window - 8.1, Intel i5 8GB DDR-III 1600,HDD-500GHZ MHz expandable upto 16GB,	PG00SPQO (Warranty upto 28.10.2019)			



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				<b>Total</b>	
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**Note:** Vendor may take up the service call during the warranty period with the respective OEM.

**2. Printers**

Sl. No	Description of the Printer	Printer Sl. No	Basic Rate without taxes, Item Wise (Rs)	Taxes/ Levie (Rs)	Rate in (Rs.) inclusive of all taxes Item Wise
1	HP LaserJet P-1007	VNF5P 11024			
2	HP LaserJet P-1007	VNFP15096			
3	HP LaserJet 1012	SGFBJ22123			
4	HP LaserJet 1022	VNC3S62488			
5	HP DeskJet P1566	VNC3F46176			
6	HP LaserJet1536dnf MFP	CND9D59CYG			
7	HP Laser Jet 1022	VNRJ79309W			
8	HP LaserJet 1010	SGFB742919			
9	LaserJet Pro200 colour M25In(HP)	1935983HOPGN6593			
10	HP LaserJet1536dnf MFP	CNC9C61CF8			
11	HP LaserJet P1566	VNC3F46189			
12	HP LaserJet 1010	SGFBC79337			
13	HP LaserJet P-1007	VNF5P10980			
14	Canon (LBP6030B)	NBKA106884			
15	HP LaserJet P1566	VNC3Q16672			
16	HP OJ 4580	HP OJ 4580			
17	HP LaserJet P1007	VNF5P 11032			
18	HP LJ P2055D	VNC3G04535			
19	HP LaserJet P-1007	VNF5P11048			
20	HP DeskJet P1566	VNC3031706			
21	HP LaserJet P1007	VNF5P 12844			
22	HP Laser Jet 1000CJ	CNCJ114820			
23	HP Laser Jet P1008	VNFNN05721			
24	Canon (LBP6030B)	NBKA106857			
25	Canon (LBP6030B)	NBKA106878			
26	HP LaserJet 1022	VNRJ7931GV			
27	LaserJet 1566	VNC3F50452			
28	CANNON MF-3010B	WCM 64470 <b>(Warranty upto 12.7.2019)</b>			
29	CANNON MF-3010B	WCM 64642 <b>(Warranty upto 17.4.2019)</b>			
30	CANNON MF-3010B	WCM 64634 <b>(Warranty upto 17.4.2019)</b>			
31	CANNON MF-3010B	WCM 64432 <b>(Warranty upto 17.4.2019)</b>			
32	CANON LBP 7110CW	MMTA009347 <b>(Warranty upto 02.5.2019)</b>			
33	HP Color Laser jet MFP 476 dw	CNB7HDQ213 <b>(Warranty upto 18.2.2019)</b>			

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34	HP Color Laser jet MFP 476 dw	CNB7HDQ202 <b>(Warranty upto 17.2.2019)</b>			
35	HP Color Laser jet MFP 476 dw	CNB7J2G488 <b>(Warranty upto 17.2.2019)</b>			
36	HP 128 fn MFP	CNB7HCQFTN <b>(Warranty upto 17.2.2019)</b>			
37	HP 128 fn MFP	CNB7HCQDVI <b>(Warranty upto 17.2.2019)</b>			
38	HP 128 fn MFP	CNB7HDH9ZM <b>(Warranty upto 17.2.2019)</b>			
39	Line Printer (PRINTONIX)	15D805C00892 <b>(Warranty upto 30.3.2018)</b>			
				<b>Total</b>	

**3. Laptops**

Sl. No	Description of the Laptop	Laptop Sl. No	Basic Rate without taxes, Item Wise (Rs)	Taxes/ Levie (Rs)	Rate in (Rs.) inclusive of all taxes Item Wise
1	DELL Latitute- E5420	MJF3FJ00			
2	DELL Latitute- E5420	2NSZVQ1			
3	DELL Latitute- E5420	DFSS3BS			
4	HP 240 Laptop Core Intel Core i3, OS : Windows 8.1, 3/4 GB Ram, 580GB HDD/Window 0.1 Pro	5CG5332H1K			
5	HP 240 Laptop Core Intel Core i3, OS : Windows 8.1, 3/4 GB Ram, 580GB HDD/Window 0.1 Pro	5CG5331FPQ			
6	HP 240 Laptop Core Intel Core i3, OS : Windows 8.1, 3/4 GB Ram, 580GB HDD/Window 0.1 Pro	5CG5332HJR			
7	Apple Mac Book Pro Model No. MF839HN/A	C02Q4X2XFVH3			
8	Apple Mac Book Pro Model No. MF839HN/A	C17QJ468FVH3			
9	Lenovo Think Pad E460 - Intel Core i5, OS : Windows 10, 4 GB Ram, 1 TB HDD	PFMUT1J <b>Under Warranty till Dec-17</b>			
10	Lenovo Think Pad E460 - Intel Core i5, OS : Windows 10, 4 GB Ram, 1 TB HDD	PF0K2EW7 <b>Under Warranty till Dec-17</b>			
11	Lenovo Think Pad E460 - Intel Core i5, OS : Windows 10, 4 GB Ram, 1 TB HDD	PF0K2H5R <b>Under Warranty till Dec-17</b>			
12	Lenovo Think Pad E460 - Intel Core i5, OS : Windows 10, 4 GB Ram, 1 TB HDD	PF0MUSZZ <b>Under Warranty till Dec-17</b>			
13	Lenovo Think Pad E460 - Intel Core i5, OS : Windows 10, 4 GB Ram, 1 TB HDD	PF0K2GSR <b>Under Warranty till Dec-17</b>			
14	Lenovo Think Pad E460 - Intel Core i5, OS : Windows 10, 4 GB Ram, 1 TB HDD	PF0MUSZN <b>Under Warranty till Dec-17</b>			

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<b>15</b>	<b>Apple Mac Book Pro Silver Model MLUQ2HN/A Intel Core i5 Ram 8 GB HDD 256GB</b>	<b>C02SP0MMGY25  Under Warranty till 27-02-2018</b>			
				<b>Total</b>	

**Please Note:** Items mentioned at Sl. No's 4 to 15 should have back to back support from OEM. A declaration to be enclosed by the bidder and once the PO is awarded to the eligible bidder; back to back contract document is to be submitted to IPA within 30 days of awarding of the contract.

**4. UPS**

Sl. No	Description of the Item	UPS Sl. No	Basic Rate without taxes, Item Wise (Rs)	Taxes/ Levie (Rs)	Rate in (Rs.) inclusive of all taxes Item Wise
1	APC	BB0917020914			
2	APC	BB0926004103			
3	APC	BB0950005074			
4	APC	BB0706005694			
5	APC	BB0950005083			
6	APC	BB0917020868			
7	APC	BB0917020966			
8	APC	BB0917020942			
9	APC	BB0917020868			
10	APC	JB0743003679			
11	Microtech	HTE600A2V3			
12	Adpha	20011063			
13	True Power	Y106			
14	True Power	Y098			
15	LDS	040902188C			
16	APC	Model BX600CI-IN  Purchased in March 2016 with 2 yrs warranty			
17	APC	6215500 12968  Purchased in March 2016 with 2 yrs warranty			
18	APC	E2154 4006 909  Purchased in Feb 2016 with 2 yrs warranty			
19	APC	E2155 1023 796  Purchased in Feb 2016 with 2 yrs warranty			
20	APC	E2155 1023 841  Purchased in Feb			

		2016 with 2 yrs warranty			
21	APC	E2155 1023 806 Purchased in Feb 2016 with 2 yrs warranty			
22	APC	E2155 1023 803 Purchased in Feb 2016 with 2 yrs warranty			
23	APC	E2159 0046 40 Purchased in Feb 2016 with 2 yrs warranty			
24	APC	E2155 1031 827 Purchased in Feb 2016 with 2 yrs warranty			
25	APC	E2155 0012 968 Purchased in Feb 2016 with 2 yrs warranty			
				<b>Total</b>	

### **5. Projector with Motorized Screen**

Sl. No	Description of the Item	Item Sl. No	Basic Rate without taxes, Item Wise (Rs)	Taxes/ Levie (Rs)	Rate in (Rs.) inclusive of all taxes Item Wise
1	PG-LX-3500 (Brand Sharp)	30911317			
				<b>Total</b>	

### **6. Switches**

Sl. No	Description of the Item	Brand/ Make	Basic Rate without taxes, Item Wise (Rs)	Taxes/ Levie (Rs)	Rate in (Rs.) inclusive of all taxes Item Wise
1	SG 300-28 ports managed	CISCO			
2	SG 300-28 ports managed	CISCO			
3	10/100 fast Ethernet	Dlink			
				<b>Total</b>	

### **7. Network Management Services (NMS)**

Sl. No	Description of the Item		Basic Rate without taxes (Rs)	Taxes/ Levie (Rs)	Rate in (Rs.) inclusive of all taxes
1.	LAN Management as indicated at Clause 1.7 of Section II				
				<b>Total</b>	
		<b>Total of all Items above at A</b>		<b>Grand Total</b>	

Please note while quoting above cost.

- i. All cost should be quoted. Non-quoting of any cost will disqualify the bid.
- ii. Costs should be indicated clearly.
- iii. **The cost should be inclusive of Taxes/ VAT/any other taxes etc.**
- iv. Prices should be indicated in Indian Rupees only and in the respective units indicated at each row.
- v. Prices should be mentioned against each column using both figures and words.
- vi. In case of any discrepancies in unit prices between the prices in figures and words, the prices quoted in words will be taken as authentic.
- vii. The number of units indicated against each item to be covered under AMC contract is near approximate & may undergo slight change.

**Evaluation Criteria:** The tender will be finalized on the basis of the total bid amount for the PCs, Printers, Laptop, UPS, Projector, NMS etc. total of all item above at A and not the items-wise lowest rates quoted by the bidders.

### **Lowest of Cost at A**



\*\*\*\*\*

**(Undertaking from the Bidder on a Non-Judicial Stamp Paper of Rs. 5/- duly attested by Notary)**

**PERFORMANCE BOND/ GUARANTEE**

In consideration for the (hereinafter called the purchaser) having agreed to release the 100% payment of net contract value as per terms and conditions of a concluded Contract No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called the 'contract') for AMC of \_\_\_\_\_ (hereinafter called the goods and services) to us i.e. Messrs (hereinafter called 'the Bidder') on submission of a Performance Bond to the satisfaction of the purchaser for the due performance of the said contract.

We, Messrs \_\_\_\_\_ (hereinafter called 'the Bidder') hereby submit the TDR No. \_\_\_\_\_ issued by \_\_\_\_\_ (Name of the Bank) for Rs. \_\_\_\_\_ pledged in favour of \_\_\_\_\_, Chief Administrative Officer, Indian Ports Association, New Delhi as Performance Bank Guarantee amount and hereby irrevocably, unconditionally and absolutely undertake against any loss or damage caused or suffered by the purchaser by reason of any failure of the bidder to perform or omission or negligence to perform any part of its obligations to the satisfaction of the purchaser in terms of the contract.

We, the Bidder, do hereby authorize Chief Administrative Officer, Indian Ports Association, New Delhi to forfeit this Performance Guarantee amount/undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the purchaser by reason of any breach by us of any of the terms and conditions contained in a said contract or by reason of our failure or omission or negligence to perform the said contract or any part thereof.

We, the Bidder, undertake to pay to the purchaser any amount so demanded by the purchaser, notwithstanding.

- (a) any dispute or difference between the purchaser and the bidder or any other person or between the bidder or any person or any suit or proceeding pending before any court or tribunal or arbitrator relating thereto or
- (b) The validity irregularity or unenforceability of the contract or
- (c) any other circumstances which might otherwise constitute discharge of this guarantee, including any act or omissions or commission on the part of the purchaser to enforce the obligations by the bidder or any other person for any reason whatsoever.

Whether Bidder, further agree that the Performance Bond/ Guarantee herein contained shall be continued one and remained full force and effect during the period that would be

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taken for the performance of the said contract and that it shall continue to be enforceable till all the dues of the purchaser under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the office of the Chief Administrative Officer, Indian Ports Association, New Delhi certifies that the terms and conditions of the said contract have been fully and promptly carried out by us and accordingly discharges this Performance Bond/ Guarantee.

We, the Bidder, further agree with the purchaser that the purchaser shall have the fullest liberty without our consent and 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 us from time to time or to postpone for any time or from time to time and of the powers exercisable by the purchaser against us and forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extension being granted to us or for any forbearance, act or omission on the part of the purchaser or any indulgence by the purchaser to us or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

This Performance Bond/ Guarantee will not be discharged due to the change in the constitution of the Bidder.

We the Bidder, lastly undertake not to revoke this Performance Bond/ Guarantee except with the previous consent of the purchaser in writing.

The disputes relating to this bank Performance Bond/ Guarantee shall be resolved as per the terms and conditions of the contract.

Signature and seal of the Bidder

Place:

Date:

### **Instructions for Online Bid Submission**

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

- 1) Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the contractors/bidders on the eProcurement/ etender portal is a prerequisite for e-tendering.
  
- 2) Bidder should do the enrollment in the eProcurement site using the “Click here to Enroll” option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the bidders should provide the correct/true information including valid email-id. All the correspondence shall be made directly with the contractors/bidders through email id provided.
  
- 3) Bidder need to login to the site through their user ID/ password chosen during enrollment/registration.
  
- 4) Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/Smart Card, should be registered.
  
- 5) The DSC that is registered only should be used by the bidder and should ensure safety of the same.
  
- 6) Contractor/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.
  
- 7) After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.

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8) If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account the corrigendum published before submitting the bids online.

9) Bidder then logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of the eToken/Smart Card to access DSC.

10) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'my tenders' folder.

11) From my tender folder, he selects the tender to view all the details indicated.

12) It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.

13) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/xls/rar/zip/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted. Bidders Bid documents may be scanned with 100 dpi with black and white option. However of the file size is less than 1 MB the transaction uploading time will be very fast.

14) If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.

15) The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.

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16) Bidder should submit the Tender Fee/ EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender. Scanned copy of the instrument should be uploaded as part of the offer.

17) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.

18) The bidder has to select the payment option as offline to pay the Tender FEE/ EMD as applicable and enter details of the instruments.

19) The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable.

20) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.

21) The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.

22) If the price bid format is provided in a spread sheet file like PDF\_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/PDF template must not be modified/replaced by the bidder, else the bid submitted is liable to be rejected for this tender.

23) The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority(TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.

24) After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as

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a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.

25) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.

26) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.

27) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

28) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.

29) The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.

30) For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Parallely for any further queries, the bidders are asked to contact over phone: 0120-4200462, 0120-4001002 and 8826246593 or send a mail over to [cppp-nic@nic.in](mailto:cppp-nic@nic.in) ; [support-eproc@nic.in](mailto:support-eproc@nic.in).