



RFP
for
COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT
of
ON-LINE UPS

Government of India
Ministry of Statistics and Programme Implementation
Computer Centre
East Block-10. R. K. Puram
New Delhi – 110 066
Web site: www.mospi.gov.in


भारत सरकार
संगणक केन्द्र
सांख्यिकी और कार्यक्रम कार्यान्वयन मंत्रालय
पूर्वी खण्ड-10, रामकृष्ण पुरम् ,
नई दिल्ली-110066

Government of India
Computer Centre, Ministry of Statistics &
Programme Implementation
East Block-10, R.K. Puram,
New Delhi - 110066

NOTICE INVITING TENDER (NIT)

Computer Centre, Ministry of Statistics & Programme Implementation invites Advertised e-Bids for Comprehensive ANNUAL MAINTENANCE CONTRACT of On-line UPS at Computer Centre (MoSPI) from OEM/ authorized distributors/ dealers as per the Technical specifications and scope of works mentioned in this RFP for Three Years on annual basis, extendable for one more year. Mode of Biding is e-Tender (online) on URL <https://eprocure.gov.in/eprocure/> app in Two-Bid System as Technical Bid and Financial Bid.

2. The RFP is available on <https://eprocure.gov.in/eprocure/app> and www.mospi.gov.in.
3. Bids has to be submitted online on URL [tps://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app). **Manual bids shall not be accepted.** Bidders are advised to follow the instructions provided in the RFPs for the e-submission of the bids online.
4. EMD (Bid Security) :Rs. 7,000/- (Rupees Seven Thousand only)
5. Date & Time Of Publishing Of RFP: 09/09/2016
6. Last Date & Time For Submission Of Bid: 29/09/2016; 12:00 Hrs
7. Date & Time For Opening Of Bids: 29/09/2016;15:30Hrs
8. Validity Of Bid :180 Days From The Last Date Of Closing


(Manju Sharma)
Head of Office
T.No.26103956

2. INSTRUCTIONS TO THE BIDDERS

This section provides the information necessary for bidders to prepare online responsive bids, in accordance with the requirements of the Purchaser. It also provides information on online bid submission, opening, evaluation and contract award. The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement (CPP) Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

2.1 REGISTRATION

- (i) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal by using the “Click here to Enroll” option available on the home page. Enrolment on the CPP Portal is free of charge.
- (ii) During enrolment / registration, the bidders should provide the correct/true information including valid email-id & mobile no. All the correspondence shall be made directly with the contractors/bidders through email-id provided.
- (iii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- (iv) For e-Bidding, Valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) is mandatory which can be obtained from SIFY/TCS/nCode/eMudra or any other Certifying Authority recognized by CCA India on eToken/ SmartCard.
- (v) Upon enrolment on CPP Portal for e-Bidding, the bidders shall register their valid Digital Signature Certificate with their profile.
- (vi) Only one valid DSC should be registered by a bidder. Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse and should ensure safety of the same.
- (vii) Bidders can then log into the site through the secured login by entering their user ID / password and the password of the DSC / e Token.

2.2 PREPARATION OF BIDS

- (i) For preparation of bid, Bidders shall search the tender from published tender list available on site and download the complete RFP and should take into account corrigendum, if any published, before submitting their bids. After selecting the RFP same shall be moved to the ‘My favorite’ folder of bidders account from where bidder can view all the details of the RFP.
- (ii) Bidder shall go through the RFP carefully to understand the documents required to

be submitted as part of the bid. Bidder shall note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. **Any deviations from these may lead to rejection of the bid.**

- (iii) Any clarifications, if required, then same may be obtained online through the Bids site, or in writing through the contact details given in the RFP.
- (iv) Bidder should get ready in advance the bid documents to be submitted as indicated in the RFP/schedule in PDF/xls/rar/zip/dwf formats. If there is more than one document, they can be clubbed together using zip format.
- (v) Bidder can update well in advance, the documents such as experience certificates, financial reports, PAN, TIN, service tax, VAT, registration certificate and other relevant details etc., under “My Space” option, which can be submitted as per Bids requirements.

This will facilitate the bid submission process faster by reducing upload time of bids.

2.3 BID SUBMISSION

Bidder shall submit only one Bid either by himself or as a partner. Only Online Bids need to be submitted on [“https://eprocure.gov.in/eprocure/app”](https://eprocure.gov.in/eprocure/app). The Bids shall be of 2 bid system (Technical Bid & Commercial Bid). **Manual bids will not be accepted.** While submitting the bids online, the bidder shall read the terms & conditions and accepts the same in order to proceed further to submit their bid. The bidders are cautioned that uploading of financial bid elsewhere i.e. other than in cover 2 will result in rejection of the Bids. The bidder is expected to examine scope of work, Specifications, all instructions, Forms, Terms and Conditions in the RFP. Failure to furnish all information required by the RFP or submission of Bid not substantially responsive to the RFP in every respect will be at the bidder’s risk and may result in rejection of his bid.

2.3.1 Submission of EMD: Demand Draft/Bankers cheque for EMD or Copy of EMD Exemption should be submitted in the Administration Unit, Computer Centre (MoSPI) on or before the closing date and time at the following address:

The Head of Office,
Computer Centre (MoSPI)
East Block-10, R.K.Puram
New Delhi-110066.

2.3.2 Submission of Technical Bids

The bidder should upload the scanned copy of the entire following document as part of the Technical Bid.

- a. OEM Self Participation Letter or OEM Authorization Letter (in original) as per PQR.
- b. Audited balance sheet and IT returns for the last three years as per PQR.
- c. Documentary evidence for having office and support center at Delhi/ NCR as per PQR.
- d. Documentary evidence (like copies of Work Orders) for having successfully completed 3 (Three) similar works as per PQR.
- e. Documentary evidence to meet the statutory requirement as per PQR - Certification of Registration of the firm and Copy of registration of Sales & Service tax.
- f. Copy of EMD or EMD Exemption certificate.
- g. Duly filled and signed Bids acceptance Letter as per **Annexure-‘A’**

2.3.3 Submission of Financial Bid

Price Bid (Scanned copy of Financial Bid) should be submitted online only.

2.4 Deadline for submission of Bids

Bids must be submitted online on URL <https://www.eprocure.gov.in/eprocure/app> within the due date and time given in notice inviting Tender.

2.5 Computer Centre (MOSPI) reserves its right to extend the Bids date and reject the Bids at any stage without assigning any reason.

2.6 Computer Centre (MoSPI) reserves the right to accept the offer in full or in parts or reject summarily.

2.7 Except for any written clarification by the Computer Centre (MoSPI), which is expressly stated to be an addendum to the RFP issued by Computer Centre (MoSPI), no written or oral communication, presentation or explanation by any other employee of Computer Centre (MoSPI) shall be taken to bind or fetter Computer Centre (MoSPI) under the contract.

3. Pre-Qualification Requirement (PQR)

- 3.1 **Bidder:** should be OEM or authorized distributors/ dealers of the On-line UPS installed in the Computer Centre. Bidders, If not OEM, should submit an Authorization Letter from OEM (in original) stating that the bidder is the authorized distributor/dealer for the proposed product for service and maintenance.
- 3.2 **Financial status:** Annual financial turn over during the last 3 financial year (i.e, 2012-13, 2013-14 and 2014-15) should be at least Rs. 2 Crore every year.
- 3.3 **Office and Service Centre:** The Bidders must have their office and Service Centre in Delhi/NCR from where after-sales support is to be provided. It must conform to norms of the Government pertaining to registration and taxation.
- 3.4 **Experience:** Experience of having successfully completed 3 (Three) similar works during the last 5 financial years (i.e, 2011-12, 2012-13, 2013-14, 2014-15 and 2015-16) **in Center Govt./ State Govt./PSU/Autonomous Bodies.**
- 3.5 **Statutory Requirement:** The Bidders must meet the entire statutory requirement required for run the business for the proposed product/services. The bidder has to submit the copies of the certificates in evidence of meeting the entire statutory requirement. Initially, the vendor has to upload copies of following documents:
- a. Certification of Registration of the firm/ company along with Article of Association and Memorandum of Understanding (to be certified by Company Secretary with Membership Number).
 - b. Copy of registration of Sales & Service tax along with copy of PAN/ TIN/TAN/ VAT as applicable.

Note: The bidder should upload/ submit entire documents in evidence of above.

Any deviations may lead to rejection of the bid.

4. GENERAL CONDITIONS OF CONTRACT (GCC)

4.1 The Bids should be submitted online only on <https://www.eprocure.gov.in/eprocure/app>.

4.2 Bid Validity:

- (i) The Bids submitted should be valid for 180 days from the date of closing.
- (ii) Computer Centre (MoSPI) may ask for the bidder's consent to extend the period of validity. Such request and the response shall be made in writing only. The bidder is free not to accept such request without forfeiting the EMD. A bidder agreeing to the request for extension will not be permitted to modify his bid to this extent only.

4.3 Earnest Money Deposit (EMD)

- (i) **EMD Exemption certificate** or Earnest Money Deposit of Rs. 7,000 (Rs. Seven thousand Only) in the form of a Banker's Cheque or Demand Draft drawn on any Commercial/ Nationalized Bank in favor of Pay and Account Officer, Ministry of Statistics and PI payable at New Delhi should reach 'The Head of Office, Computer Centre, Ministry of Statistics and PI, East Block-10, R.K.Puram, New Delhi -110066 on or before the last date for submission of bids failing which offer will be rejected. **The EMD exemption shall be provided in line with rule 157 of GFR 2005.** Bidders, however, have to attach scanned copies of Earnest Money Deposit/**exemption certificate** while submitting the bids online. Bids submitted without EMD/**exemption certificate** will stand rejected. EMD will not be accepted in the form of cash / cheque. No interest is payable on EMD.
- (ii) The EMD will be returned to all un-successful bidders after finalization of Bids and shall bear no interest. EMD will be refunded to the successful bidder after submitting Performance Security Deposit (PSD).
- (iii) The EMD shall be forfeited, if the bidder withdraws the bid during the period of bid validity specified in the Bids.

4.4 The contracts concluded by Computer Centre (MoSPI) are subjected to the final approval of the competent authority.

4.5 Interpretation of the clauses in the RFP

Misinterpretation of the Bids Notice by the bidders is not the responsibility of the Computer Centre. In case of any ambiguity / dispute in the interpretation of any of the clauses in this RFP, **the Deputy Director General, Computer Centre (MoSPI)'s interpretation of the clauses shall be final and binding on all parties.**

4.6 BID OPENING & EVALUATION:

- a. The Technical bids will be opened online at the time & date as specified in the RFP. All the statements, documents, certificates, DD etc. uploaded by bidder will be verified & downloaded, for technical evaluation.
- b. The bidder can witness bid opening from their respective locations logging in through their login ID, password at the designated time of bid opening.
- c. The Technical Bid will be evaluated against the specified parameters/criteria & the technically qualified bidders will be identified.

- d. Bids Evaluation Committee of this Centre may inspect the premises of the technically qualified firms. During the inspection if the Committee finds any shortcomings, the firms which are already technically qualified will be disqualified. This is binding and final.
- e. Price bids of only the technically qualified bidders as mentioned in the above para will be opened online for evaluation.

4.7 AWARD CRITERIA FOR AWARD OF CONTRACT

- a. Computer Centre (MOSPI) will award the Contract to the successful Bidder whose bid would be determined to be substantially responsive, technically complied and determined as the best evaluated bid in terms of lowest rates. The lowest rates (L1) will be evaluated as per Commercial Bid.
- b. The successful bidder shall be required to furnish a Performance Security within 15 days of receipt of 'Letter of Offer' for an amount of 10% of total order value in the form of a Bank Guarantee from any nationalized/commercial bank in an acceptable form in favour of Pay and Accounts Officer, Ministry of Statistics and PI as per the payment terms. The Performance Security shall remain valid for a period of sixty days beyond the warranty period.
- c. Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds for the annulment of the award and forfeiture of Performance Security.
- d. The Computer Centre (MoSPI) shall reserve right to change the conditions partially or fully with prior intimation on the web-site.

4.8 PAYMENT TERMS

- a) No part of the contract price shall become due or payable until the vendor has delivered and provided service to the complete satisfaction of Computer Centre (MOSPI). Payment for the contract will be processed on quarterly basis only after receiving bill from the service provider attached with performance report for the quarter from In-charge, Operation Unit, Computer Centre (MOSPI). Processing will be effective after the expiry of said period as per the rates quoted in commercial terms and (agreed mutually) on the basis of **actual working machines**. The payment is subject to necessary deduction towards penalty for down time of machines. A pre-receipted bill shall be submitted induplicate to the Head of office, Computer Centre (MOSPI), New Delhi. The Bill must accompany the 'Performance Report', as above.
- b) Payment shall be made through Electronic Clearing System (ECS) only.

4.9 RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:-

- (i) Computer Centre (MoSPI) is not bound to accept the lowest or any bid and may at any time by notice in writing to the bidders terminate the Bidding process.
- (ii) Computer Centre (MoSPI) may terminate the contract if it is found that the contractor

is black listed on previous occasions by the any of the Departments/Institutions/Public Sector Undertakings, etc.

- (iii) Bids without EMD/ EMD Exemption certificate will be summarily rejected.
- (iv) If price is mentioned in the “Technical Bid” it shall lead to rejection of the bid.

4.10 TERMINATION BY DEFAULT:

The Computer Centre (MoSPI) may, without prejudice to any other remedy for breach of contract, by written notice of default sent to supplier, terminate the Contract in whole or part:

- i. If the Supplier fails to provide services /rectify the fault within the time Period specified in the contract or any extension thereof granted by the Computer Centre (MoSPI).
- ii. If the Supplier fails to perform any other obligations under the Contract.

4.11 FORFEITURE OF EMD /SECURITY DEPOSITS:

- a. If the successful bidder refuses/fails to accept work order within **seven days**, EMD will be forfeited.
- b. If the Bidder withdraws Bids before/after finalization of the Bids, EMD will be forfeited.
- c. If the successful bidder abandons the contract, EMD will be forfeited.
- d. If the contract is terminated by Computer Centre (MOSPI) due to poor performance/variation of any clause of agreement or any bad act of selected bidder, EMD will be forfeited.

4.12 REJECTION OF THE BID

- (i) The bidder is expected to examine all instructions, formats, terms & conditions, & scope of work in the bid document. Failure to furnish all information required as per bid document or submission of bid which is not substantially responsive to the bid document in every respect may result in rejection of bid. In respect of interpretation/clarification of this bid document and in respect of any matter relating to this bid document, the decision of Computer Centre (MoSPI) will be final.
- (ii) No prices are to be indicated in the Technical bid and if price is mentioned in the “Technical Bid”, it shall lead to rejection of the bid.
- (iii) The bidder will have to furnish the requisite document supporting the qualification/eligibility criteria and credential as specified in the bid document, failing which the bid is liable to be rejected.
- (iv) The discount, if any, should be merged with the quoted prices. If the bidder does not follow this stipulation, the bid is liable to be rejected.
- (v) The bids received after specified date & time will not be considered.
- (vi) The bids received through Fax / Telex/photocopy will not be considered.

4.13 BLACKLISTING

Company/Firm blacklisted by Govt./PSU/Corporate organization are not eligible to Bid. If at any stage of bidding process or during the currency of contract, such Information comes to knowledge of Computer Centre (MOSPI), the Computer Centre (MOSPI) shall have right to reject the bid and forfeit the EMD or terminate the contract, as the case may be, without any compensation to the bidder.

4.14 DISPUTE RESOLUTION:

a) Any dispute and/or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities' representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Deputy Director General, Computer Centre (MoSPI).

b) The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time.

c) The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Delhi/New Delhi only.

4.15 JURISDICTION OF COURT:

The courts at Delhi/New Delhi shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

4.16 ARBITRATION

All disputes or difference whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of the purchase order/work order or the breach thereof shall be settled by reference to sole arbitration by the Deputy Director General, Computer Centre (MoSPI). The award made in pursuance thereof shall be binding on both parties. The venue of arbitration shall be New Delhi.

4.17 FORCE MAJEURE

If, at any time, during the continuance of the agreement, the performance in whole or in any part by either party of obligation under the agreement shall be prevented or delayed by reasons of any war, hostile acts of the enemy, civil commotion, subrogate, fire, floods, earthquakes, explosions, epidemics, strikes and quarantine

restrictions by acts of God,(herein after referred to as eventualities) then provided notice of the happening of any such eventualities is given by either party to the other within two days from the date of occurrence thereon, neither party shall, by reason of such eventualities be entitled to terminate this contract agreement nor shall either party have any claim of damages against the other in respect of such non performance or delay in performance. Performance of the contract agreement shall, however be resumed as soon as practicable after such eventuality has come to an end.

4.18 Delivery/ Execution of the Work Order

1. Delivery of Services

- a) The vendor shall deliver/provide the services through its qualified and well cultured Engineer(s)at the office of Computer Centre (MOSPI), New Delhi.
- b) The vendor will have to do preventive maintenance of UPS at least once in each quarter. Reports to this effect will be submitted by the vender to the In-charge, Operation Unit of the Computer Centre in each quarter.

2. Call attendance and Penalty

The company has to rectify the call within 08 hours of call placement and provide the service/solution to keep the machine up. The company will provide replacement of machine of same or higher configuration when machine is not working after the period of 08 hours, penalty will be levied @ 0.5% of the contract value per instance per day, subject to maximum deduction of 5% of contract value.

4.19 Support Center

The bidder or OEM should have support Centre at Delhi/ NCR region. The bidder or OEM should furnish the Escalation matrix including names, locations, complete postal address, telephone numbers and fax numbers of all technical support centers and also alternate contact persons including bidder. Any change in the above details shall have to be intimated in writing by the supplier to the in charge of the purchaser at the earliest.

4.20 Safety Measures

- a) The Vendor shall take all precautionary measures in order to ensure the safety of their personnel (his representative, agent, workmen) working in the office while executing the work.
- b) The Vendor shall ensure that unauthorized careless or inadvertent operation of installed equipment, which may result in accident to their staff and / or damage

to the equipment, does not occur.

- c)** The vendor shall assume all liability for and give to Computer Centre (MOSPI) the complete indemnity against all actions, suits, claims, demands cost charges or expenses arising out of and in connection with any accident, death or injury, sustained by any of their person or persons within the office premises and any loss or damage to Computer Centre (MOSPI)' property sustained due to the act or omissions of the vendor irrespective of whether such liability arises under the workmen compensation act or any other statute in force from time to time.

4.21 Agreement

The successful bidder has to enter into agreement. The agreement shall be submitted along with the acceptance of the Purchase Order.

5. **Scope of Work**

The successful bidder shall maintain all the equipment as listed in the Tender document under a "List of items to be maintained under CAMC" initially for a period of 3 (three) years. However order from Computer Centre (MOSPI) will be placed on annual basis based on the satisfactory performance of the services. It may further be extendable for fourth year on mutual agreement without increase in CAMC Cost. A formal letter from the Computer Centre (MOSPI) to this effect & acceptance from the vendor will suffice.

2. The contract charges shall be Fully Comprehensive including changing of parts of the UPS like cards, transformer, paralleling unit, internal & external interconnected wires, LCD display section including contactors, relays, exhaust fans, time, expertise, cost of travel, transportation in case of sending faulty machine at repair centre or alternate arrangements shall be inclusive in the contract. NO OTHER CHARGES ARE APPLICABLE.

3. Bidder shall maintain & repair the said equipment to keep it under normal working condition for normal usage for entire contract period. The maintenance services are to be provided by 365*24*7 basis with 02 hrs response time & 08 hrs resolution time. In case, the problem is not resolved in 08 hours, standby of similar configuration must be provided immediately to ensure the trouble free service.

4. The Company has to maintain Logbook for all visits and the same will be kept at Operation Unit of the Computer Centre.

5. The Company has to ensure Preventive and Proactive Maintenance of UPS including monthly cleaning of parts/ Covers with appropriate non-corrosive cleaner and periodical testing of UPS batteries for their functional condition. Preventive Call Report must be submitted for respective quarter payment.

6. The bidder firm agrees that have adequate Technical expertise / Field experience/ Infrastructure facilities/ Spares in stock / Business arrangement with OEM/ Back up facilities, Telephone contacts, Manpower and Statutory Government approvals /registrations. Documentary evidences will be produced on demand.

7. The bidder may inspect the site during working hours before quoting the rates and ascertain about the facilities/ hindrances and generally obtain their own information on matters effecting the rates and execution of the work. The rates quoted will be final.

8.Replacement of Original Parts:

The faulty parts of the UPS shall be replaced with new one of the same or higher rating/configuration and of the OEM or reputed brand. In case of replacement of defective parts, the parts should be accompanied with proper challan mentioning details of part replaced. In support of this the successful bidder will have to submit the Cash Memo/Bills from the OEM or reputed brand. In case, if the faulty part(s) is not replaced with the make of the OEM or reputed brand, the contract of the CAMC shall be terminated and the performance security deposit shall be forfeited without assigning any reason/notice in this regard.

Annexure A

BIDS ACCEPTANCE LETTER

(To be given on a Stamp Paper of Rs. 100/-)

Date:.....

To

The Deputy Director General,
Computer Centre,
Ministry of Statistics and PI
East Block-10, R.K.Puram
New Delhi -110066

Sub: Acceptance in respect of Terms & Conditions of RFP for Comprehensive AMC as per scope of work cited in the RFP at Computer Centre (MoSPI).

Ref: <Bids Ref No & Date>

Sir,

1. I/We have downloaded/ obtained the RFP(s) for the above mentioned 'Bids/Work' from the web site <https://www.eprocure.gov.in/eprocure/app>.
2. I/We hereby certify that I/we have read all the terms and conditions of RFP including the Scope of Works, all Annexure(s)/Para's, etc., which shall form part of the contract agreement and I/we undertake to abide by all the terms & conditions contained therein.
3. The corrigendum(s) issued from time to time by your department/organization too has also been taken into consideration, while submitting this acceptance letter.
4. I/ We hereby unconditionally accept all the terms and conditions of above mentioned RFP and corrigendum(s) as applicable.
5. In case any provisions of this Bids are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject my bid including the forfeiture of earnest money deposit.
6. I/ We confirm that our bid shall be valid upto 180 days from the date of closing bid.
7. I/ We hereby certify that all the statements made and information supplied in the enclosed Annexures/Para's etc. furnished herewith are true and correct.
8. I/ We understand that you are not bound to accept the lowest or any bid you may receive.
9. I/ We certify / confirm that we comply with the eligibility requirements as per Bid

documents.

10. I/We declare and confirm that (i) we have not been Black listed or deregistered by any Central/State government department or Public sector undertaking and none of our works had ever been terminated by client after award of contract during last three years. (ii) No agent, middle man or any intermediary has been or will be engaged to provide any service, or any other item of work related to the award and performance of this contract. We acknowledge the right of the employer, if he finds to the contrary, to declare our Bids to be non-compliant and even if the contract has been awarded to declare the contract Null and void.

11. I / We hereby unconditionally accept the Bids conditions of above mentioned RFP(s) / corrigendum(s) in its totality / entirety.

12. In case any provisions of this Bids are found violated by us, then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this Bids/bid including the forfeiture of the full said earnest money deposit absolutely.

Signature & Seal of the Bidder

Name and Address:

Annexure – B

To

The Deputy Director General,
Computer Centre (MoSPI),
East Block -10, R.K.Puram,
New Delhi-110066.

Sub: Authorization of OEM for Comprehensive AMC of On-line UPS

Sir,

I/We _____ (OEM) having my/ our registered office _____

2. I/we _____

(name of OEM) solely authorize

_____ (Name of the Bidders authorized partner) for service and maintenance support on our quoted product for above mentioned Bids.

3. I/we certify that above authorized partner is technically capable to meet the Bids eligibility requirement of this Bids defined for OEM's authorized partners. I/we have also **entered into an agreement with our authorized partners** that they will provide service and maintenance support for this Bids on behalf of us.

4. In case of default in execution of this Bids by our authorized partner viz _____ (name of the authorized partners), the _____ (OEM) shall own responsibilities for successful execution of contract/ warranty/ maintenance/ service support **through our self or another Authorized partner.**

(Authorized signatory)

Name & Designation: _____

Note: This letter of authority should be **on the letterhead of the manufacturer** and should be **signed by legal head or HR Head or CS of OEM**. This may be enclosed with the Bid. Any modification done to the above format will not be acceptable.

Annexure-C

EMD FORWARDING LETTER

To

The Deputy Director General,
Computer Centre,
Ministry of Statistics and PI
East Block-10, R.K.Puram
New Delhi -110066

Sub: Earnest Money Deposit

Dear Sir,

We, M/s. _____, having read and examined in detail the bid document and amendments for service and maintenance of On-line UPS
At the Computer Centre.

We hereby submit EMD as per details given below:

- a. Name of Issuing Bank :
- b. Demand Draft/ Banker's Cheque :
- c. Amount :
- d. Dated :

We, M/s. _____ having read and understand the clause no. _____
towards forfeit of EMD.

Yours Sincerely,
Signature & Seal of bidder

Annexure-D

FORM OF BANK GUARANTEE FOR WARRANTY PERFORMANCE SECURITY
(To be stamped in accordance with Stamps Act of India)

1. THIS DEED of Guarantee made this day of _____ between _____
(Name of the Bank) (herein after called the "Bank") of the one part and _____
(Name of the Department) (hereinafter called the "Department") of the other part.
2. WHEREAS _____ (Name of the Department) has awarded the contract for Security services contract for Rs. _____ (Rupees in figures and words) (hereinafter called the "contract") to M/s _____ (Name of the contractor) (herein after called the "contractor").
3. AND WHEREAS THE Contractor is bound by the said Contract to submit to the Employer a Performance Security for a total amount of Rs. _____
(Amount in figures and words).
4. NOW WE the Undersigned _____ (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of _____ (Full name of Bank), hereby declare that the said Bank will guarantee the Department the full amount of Rs. _____ (Amount in figures and words) as stated above.
5. After the Contractor has signed the aforementioned contract with the Department, the Bank is engaged to pay the Department, any amount up to and inclusive of the aforementioned full amount without demur upon written order from the Department to indemnify the Department for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Department immediately on demand without delay and demer without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to the Department any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator(s) relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. THIS GUARANTEE is valid for a period of _____ months from the date of signing. (The initial period for which this Guarantee will be valid must be for at least three months longer than the anticipated expiry date of the Contract period).
7. At any time during the period in which this Guarantee is still valid, if the Department agrees to grant a time of extension to the contractor or if the contractor fails to complete the works within the time of completion as stated in

the contract, or fails to discharge himself of the liability or damages or debts as stated under para-5 above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Department and at the cost of the contractor.

8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the contractor.
9. The neglect or forbearance of the Department in enforcement of payment of any moneys, the payment whereof is inBidsd to be hereby secured or the giving of time by the Department for the payment hereof shall in no way relieve the Bank of their liability under this deed.
- 10.10. The expressions "the Department", "the Bank" and "the Contractor" hereinbefore used shall include their respective successors and assigns.

IN WITNESS whereof I/We of the bank have signed and sealed this guarantee on the _____ day of _____ (Month)_____ (year) being herewith duly authorized.

For and on behalf of the _____ Bank.

Signature of authorized Bank official Name_____

Designation_____

I.D. No._____

Stamp/Seal of the Bank.

Signed, sealed and delivered for and on behalf of the Bank by the above named

_____ in the presence of:

Witness-1.

Witness-2.

Signature_____

Signature_____

Annexure –E

CONTRACT AGREEMENT FORMAT
AGREEMENT BETWEEN Computer Centre (MOSPI) AND M/s-----
-----PVT LTD.

This agreement made on this day-----between the President of India acting through Head of Department (HOD), Computer Centre (MOSPI), Government of India (herein after referred to as the “Computer Centre (MOSPI)”) of one part and-----of the Second part.

Whereas the M/s----- represented to the Computer Centre (MOSPI) that he is having the required technical resources and infrastructure for comprehensive maintenance of On Line UPS.

And Whereas the Computer Centre is desirous of availing the service of M/s-----for On Site Annual Maintenance Contract for On Line UPS set-up at Computer Centre (MOSPI), New Delhi -1100 66.

Now it is hereby agreed by and between the parties here to as follows.

1. The Tender Document No.D-21002/2/2013-CC Dated.....attached hereto shall be deemed to form an integral part of this agreement.
2. The mutual right and obligations of the Computer Centre (MOSPI) and M/s..... shall be as set forth in the Contract, in particular;
 - (a) M/s shall carry out and complete the Services in accordance with the provisions of the Contract; and
 - (b) The Computer Centre shall make payment to the M/s..... in accordance with the provisions of the Contract.
3. This agreement constitutes legal, valid and binding obligations enforceable against it in accordance with the terms hereof.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

Signed by HOD Computer Centre (MOSPI) For and on behalf of the President of India	Signed by Authorized Representative For and on behalf of M/s.....
In Presence of:	In Presence of:

FINANCIAL BID

To

The Deputy Director General,
Computer Centre (MoSPI),
East Block-10, R.K.Puram
New Delhi – 110066

Sir,

I/we declare that I/we have gone through and shall abide by the terms & conditions detailed in the RFP. The rates are as under:-

S. No.	Name of items	Total quantity to be put under CAMC	Unit rates per annum in Rupees	Taxes if any in Rupees	Total amount per annum in Rupees
1.	Online 10 KVA On-line UPS (1 main and 1 standby) with automatic change over switch	2			
2.	Online 06 KVA On-line UPS	3			
3.	Online 05 KVA On-line UPS (2 main and 2 standby) with automatic change over switch	4			
4.	Uniline 05 KVA On-line UPS	5			
5.	Uniline 03 KVA On-line UPS	13			
Total UPS		27			
Total Annual Cost towards Comprehensive Systems Maintenance					

Total Cost (INR)-----

In words(Rs. _____)

Signature,
name &
address of
authorized
signatory with
seal

Special Instructions to the Bidders for the e-submission of the bids

1. Bidder should do the registration in the Bids site <http://eprocure.gov.in> using the option available. Then the Digital Signature registration has to be done with the e-token, after logging into the site. The e-token may be obtained from one of the authorized Certifying Authorities such as MTNL/SIFY/TCS / nCode/eMudhra.
2. Bidder then login to the site thro' giving user id / password chosen during registration.
3. The e-token that is registered should be used by the bidder and should not be misused by others.
4. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under **My Documents** option and these can be selected as per Bids requirements and then send along with bid documents during bid submission.
5. After downloading / getting the Bids schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise, the bid will be rejected.
6. If there are any clarifications, this may be obtained online thro' the Bids site, or thro' the contact details. Bidder should take into account of the corrigendum published before submitting the bids online.
7. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the Bids schedule and they should be in PDF/xls /rar/dwf formats. If there is more than one document, they can be clubbed together.
8. Bidder should get ready the EMD as specified in the Bids. The original should be posted/couriered/given in person to the Bids Inviting Authority, within the bid submission date & time for the Bids.
9. The bidder reads the terms & conditions and accepts the same to proceed further to submit the bids.
10. The bidder has to submit the RFP online well in advance before the prescribed time to avoid any delay or problem during the submission process.
11. After the bid submission, the acknowledgement number, given by the e-Bidding system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular Bids.
12. The details of the Earnest Money Deposit document submitted physically to the Dept and the scanned copies furnished at the time of bid submission online should be the same otherwise the Bids will be summarily rejected.
13. The **Bids Inviting Authority (TIA)** will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders.
14. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during Bids opening, the bid is liable to be rejected.
15. The time settings fixed in the server side & displayed at the top of the Bids site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-Bids system. The bidders should follow this time during bid submission.
16. 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 viewable by unauthorized persons during bid submission & not be viewable by any one until

the time of bid opening. Overall, the submitted RFPs become readable only after the Bids opening by the authorized individual.

17. 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.
18. The bidders are requested to submit the bids through online e - Bidding system to the TIA well before the bid submission end date & time **(as per Server System Clock)**.
19. **The bidder should logout of the Bidding system using the normal logout option available at the top right hand corner and not by selecting the (X) option in the browser.**
20. If the bidder submits the bid in manual form, he should have already registered in the Bids site and he has to inform the registration ID in the bid submitted otherwise his Bids will not be considered.

For any other queries, the bidders are asked to contact through Mail: cppp-nic@nic.in