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Mukhyalaya
Tatrakshak Kshetra (Paschim)
मुख्यालय / Headquarters
तटरक्षकक्षेत्र (पश्चिम)/Coast Guard Region (West)
वर्ली सागर-मुख्य डाकघर/Worli Sea Face, PO
मुंबई - 400 030/Mumbai - 400 030

File No : IT/1001/AIAMC/18-19

16 Mar 18

दरसूची के आमंत्रण प्रस्ताव हेतु निवेदन
INVITATION OF QUOTATIONS FOR AIAMC OF COMPUTER & PERIPHERALS OF
INDIAN COAST GUARD AFLOAT & ASHORE UNITS AT MUMBAI

मान्यवर/Sir,

1. इस आर एफ पी के भाग-II में सूचीबद्ध वस्तुओं की आपूर्ति के लिये मोहरबंद लिफाफे में बोलियों (दो बोली प्रणाली के अंतर्गत) आमंत्रित की जाती हैं। बोली को अविधिमान्य घोषित होने से बचाने के लिये कृपया उपर्युक्त शीर्षक, आर एफ पी संख्या और बोलियों के लिफाफे खोलने की तारीख सीलबंद/मुहरबंद लिफाफे के ऊपर लिखें। कृपया संबंधित कवरों में तकनीकी एवं वाणिज्य बोली लिखें।

1. Bids (Under Two Bid System) in sealed cover are invited for supply of items/services listed in Part II of this RFP. Please super scribe the above mentioned Title, RFP number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid. Please super scale technical bid and commercial bid on the respective covers.

2. बोलियों प्रेषित करने के लिए अथवा इस आर एफ पी से संबंधित स्पष्टीकरण प्राप्त करने हेतु पता और संपर्क संख्याएँ नीचे लिखी हैं:-

मुख्यालय तटरक्षक क्षेत्र (पश्चिम)

मुख्यालय

तटरक्षक क्षेत्र (पश्चिम)

वर्ली सागर-मुख्य डाकघर, मुंबई - 400 030

2. The address and contact numbers for sending bids or seeking clarifications regarding this RFP are given below -

Mukhyalaya Tatrakshak Kshetra (Paschim)

Headquarters

Coast Guard Region (West),

Worli Sea Face PO, Mumbai - 400 030

3. यह आर एफ पी पांच भागों में विभजित है जो कि निम्नानुसार है:

(क) भाग I आईएस भाग में बोली लगाने वालों के लिये सामान्य सूचना और अनुदेश जैसे कि समय, निविदाएँ जमा / प्रस्तुत करने का और खोलने का स्थान, निविदाओं की वैधता की अवधि आदि दिये गये हैं।

(ख) भाग II इसमें चाही गयी वस्तुओं / सेवाओं के बारे में आवश्यक विवरण जैसे कि आवश्यकताओं की अनुसूची (एस ओ आर), तकनीकी विशिष्टताओं, सामान देने की समय-अवधि (डेलीवरी पीरियड), सामान देने का तरीका (एमओडी ऑफ डेलीवरी) और परेषिती /माल प्राप्त करने वाले का विवरण दिया गया है।

(ग) भाग III इसमें आर एफ पी की मानक शर्तें जो की बोली प्राप्त करने वाले/सफल बोली लगाने वाले के साथ अनुबंध करने का भाग / हिस्सा होगा के बारे में विवरण दिया गया है।

(घ) भाग IV इसमें आर एफ पी के संबंध में लागू विशेष शर्तों और सफल बोली लगाने वाले / बोली प्राप्त करने वाले के साथ अनुबंध करने का भाग / हिस्से के बारे में लिखा गया है।

(ड) भाग V इसमें मूल्यांकन करने के मापदंड और और बोलियों के मूल्य का प्रारूप लिखा हुआ है।

3. This RFP is divided into five Parts as follows:

- (a) Part I Contains General Information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.
- (b) Part II Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.
- (c) Part III Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.
- (d) Part IV Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.
- (e) Part V Contains Evaluation Criteria and Format for Price Bids.

4. यह आर एफ पी किसी वित्तीय प्रतिबद्धता के साथ जारी नहीं की गयी है और खरीददार किसी भी स्तर पर इसके किसी भाग को बदलने या परिवर्तन करने का अधिकार सुरक्षित रखता है। खरीददार किसी भी स्तर पर आवश्यक होने पर आर एफ पी को वापस लेने का अधिकार भी सुरक्षित रखता है।

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

5. जिस अनुच्छेद / क्रम पर "खाली/रिक्त/Blank" लिखा है उसे आर एफ पी का भाग नहीं माना जाये।

5. The para marked with "Blank" will not be considered as part of RFP.

6. आप से अनुरोध किया जाता है कि आप आरएफपी में दी गई सभी टर्म्स अंड कंडिशनस की पूर्ति करे और इस का प्रमाणपत्र अपने कोटेशन पर शामिल किया जाये।

6. You are requested to comply with the terms and condition mentioned in the RFP and certificate in this regard is to be endorsed on the quote submitted by your firm.

7. **Pre-Bid meeting:** A pre bid meeting will be conducted on **27 Mar 18 at 1500 hrs** at regional IT centre Headquarters Coast Guard Region (West) Worli prior submission of bids for clarification of AIAMC related issues. The participating firms are required to depute their rep(s) to attend the conference.

7. प्री-बिड बैठक : एक प्री-बिड बैठक 27 मार्च 18 को १५०० टाइम पर क्षेत्रीय सूचना एवं प्रौद्योगिकी, मुख्यालय तट रक्षक क्षेत्र (पश्चिम) वर्ली सी फेस डाकघर मुंबई - 400030 केन्द्र में होगी जिसमें ऐआइएमसी से संबंधित मुद्दों पर बातचीत होगी | जो फर्म भाग ले रही है सम्मेलन में, भाग लेने हेतु अपने प्रतिनिधि को नियुक्त करे |

भवदीय / Yours faithfully,


(संजय पाटील) / (SD Patil)
समादेशक (जेजी)/Commandant(JG)
क्षेत्रीय सूचना प्रौद्योगिकी अधिकारी
Regional IT Officer
कृते कमांडर/FOR COMMANDER
तटरक्षक क्षेत्र (पश्चिम)
COAST GUARD REGION (WEST)

अनुलग्नक: जैसा बताया गया है/बताये अनुसार

Encl: As Stated

Part I – General information

1. Last date and time for depositing the Bids:- **1500 HRS ON 05 Apr 2018** the sealed Bids (both technical and Commercial separately in case two bids are called for) should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.
2. Manner of depositing the Bids: Sealed Bids should be either dropped in the Tender Box Parked as Officer-in-Charge (LP Cell) or sent by registered post at the address given above so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/ non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered (unless they have been specifically called for by these modes due to urgency).
3. Time and date for opening of Bids: **1530 HRS ON 05 Apr 2018** as per DPM – 09 (If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer).
4. Location of the Tender Box: At Headquarters Coast Guard Region (W) premises (Guard Room) Only those Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.
5. Place of opening of the Bids: Headquarters Coast Guard Region (W) (Reception) The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.
6. Two-Bid system: Both technical and commercial bids are to be sealed, separately and placed in single envelope and dropped in the location mentioned at Para 4 above. Technical bid will be opened on the time and date mentioned Date of opening of the commercial bid will be intimated after acceptance of the technical bids at Sl. 3 above. Commercial bids of only those firms will be opened, whose technical bids are found complaint / suitable after technical evaluation is done by the buyer.
7. Forwarding of Bids – Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like TIN number, GST number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office.
8. Clarification regarding contents of the RFP: A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 14 (fourteen) days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.

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

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

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

12. Validity of Bids: The Bids should remain valid till 120 days from the last date of submission of the Bids.

13. Earnest Money Deposit: – Bidders are required to submit Earnest Money Deposit (EMD) ₹ 75,000.00 (Rupees Seventy Five Thousand only). The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or private sector bank. Authorized to conduct government business as per from DPM-166 (Available in MOD website and can be provided on request). EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The bid security of the successful bidder would be returned, without any interest whatsoever, after the receipt PF Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organisation (e.g. DGS&D), National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself and Coast Guard. The EMD will be forfeited if the bidder withdraws or amends impairs or derogates from the tender in any respect within the validity period of their tender.

14. Cost of tender document : Cost of this tender document is Rs. 100.00. Same to be paid at the time of collection of RFP from this office. Vendors who are downloading RFP from website to attach demand draft of Rs. 100.00 in favour of The Principal Controller of Defence Account(Navy), Mumbai. Quote will become invalid if the same is not given.

Part II – Essential Details of Items/Services required

1. Schedule of Requirement (SOR): The seller would provide comprehensive AIAMC (All inclusive Annual Maintenance Charge) for Mumbai based Ashore and Afloat units for a period of one Year on the date at conclusive of contract further **extendable by 03 months** subject to satisfactory services and mutual agreement of the buyer and the seller against the same terms and conditions & Price. A Consolidated list of PCs and accessories requiring AIAMC for the period is placed at **Appendix - A** to this RFP. Other Criteria for AIAMC are as follows:-

(i) Manpower and Allocation: Provisioning of qualified and trained residential software / hardware / networking engineers with adequate field experience of minimum 3 years (possessing thorough knowledge regarding repair of equipment's mentioned in the contract and should be capable of maintenance and repair of hardware and software related problem). A pre-deployment interview will be conducted before deploying them in various locations of Coast Guard units by this headquarters after signing the contract.

Ashore	Timing	Afloat	Days/Timing
04 Engineer (01 Network, 02 resident Engineer, 01 printer Engineer) For RHQ(W), ROC(MB), DHQ-2 & ROS(MBI) & MRCC(MB) Note: - 01 Engineer out of above Engineers is worked as rotation basis on Saturday/Sunday /holidays	Monday to Friday (0900 – 1730 hrs) Saturday/Sunday /holidays (1000–1330 hrs)	05 (01 network Engineer, 03 resident engineers, 01 printer Engineer) For All Ships, CGRPT(MB), PRT (W) Note:- 01 Engineer out of above Engineers works on rotation basis on Saturday/Sunday /holidays	Monday to Friday (0900 –1730 hrs) Saturday/Sunday /holidays (1000–1330 hrs)
01 Engineer 842 Sqn, CGAIS(MB)	Monday to Friday (0900 – 1730 hrs)	--	Monday to Friday (0900 –1730 hrs)
02 Engineer CGSD(MB), 73ACV SQN Belapur	Monday – Friday (0900– 1730 hrs)	--	--

Note : Attendance register is to be kept at each nodal point for availability / monitoring the service engineers reported at respective nodal points for rectifying the defects of respective units .

(ii) Qualification Criteria: - The firm shall employ only qualified and trained engineers with following minimum qualification.

Sl	Field Of Engineer	qualification
(aa)	Desktop /Residual engineers	03 years Hardware engineer course
(ab)	Network Engineer	01 year Network Administrator Course
(ac)	Server Engineer	01 year Server Administrator Course
(ad)	Printer Engineer	06 Month printer Repair Certification Course

(iii) Workshop: IT workshop to be at following places for repair/renewal of IT accessories. Space will be provided.

Sl	Place of workshop	Providing Services to Units
(aa)	RHQ(W)	CGC(WS), RHQ (W), CGDHQ-2, MRCC(MBI), ROC(MBI), ROS(MBI)
(ab)	CGRPT(MBI)	CGRPT(MBI) and AFLOAT Units at Naval Dockyard, PRT(W)
(ac)	CGSD(MBI)	CGSD(MBI) and 73 ACV Sqn
(ad)	842 Sqn	842 Sqn , CGAIS(MBI)

(iv) The defect rectification of all items or its peripheral covered under AIAMC to be carried out by replacement and not by repair if the same defect occurs thrice in month. The repairs / replacements of all types of spare parts, accessories and software maintenance is included in the package except physical damage (certified by the IT Centre), consumables like cartridges / toners only. The replacement of defective / worn out /burnt components / defective PCB / TFT monitors in all respect (except physical damage)/ printer daisywheels /heads /scanner heads etc. are also in the scope of the contract. These items, if worn out / broken will have to be replaced by the firm without any additional cost.

(v) Firm to bear the cost of labour charges incurred towards maintenance / transportation / defect rectification. This includes the cost of special tools and test equipment, which may be utilized. No alteration should be made to the hardware being repaired that can decrease/reduce the actual capability of the machine. If any part being replaced by the firm, must be of same specification or higher quality. Regional IT Officers acceptance will be required for all items or its peripherals being replaced.

(vi) The Ship proceeding to other port for operational / maintenance requirements will be exploring repair / maintenance of their PCs & accessories. The Expenditure incurred by the ship will be borne by contractor.

(vii) The resident engineers are not to be changed / replaced without written permission from this headquarters. Engineer's details along with Photo to be submitted to Regional IT Centre for issuing permit of having engaged in contact for repairing IT equipment of CG units mentioned in the contract. Details are to be submitted during PNC meeting failing which the customer will reserve rights to give contract to L-2 firm.

(viii) The firm should be in existence for over 05 years in the maintenance business in IT field, specifically in maintaining networking, PCs and accessories mentioned at schedule of requirement (SQRs) at part-II of RFP. A service business turnover of minimum Rs. 2 Crores and above per annum during the last 5-year in the similar field of IT services. Documentary proof of eligibility criteria viz. photocopies of registration certificates, proof of annual turnover, copies of orders any other documentary evidence (Defence organization experience in terms of maintaining computers and accessories). In absence of these documents, the tender will not be entertained. The firm must provide a certificate from two existing customers from central/state Govt. having AMC or warranty on behalf of principle manufacture having satisfactory services being provided by AMC/warranty holder

(ix) The tendering firm must be registered with the GST department and the must submit the latest GST clearance certificate.

(x) The bidder should have his own complete setup (i.e. office, repair workshops etc.) in Mumbai.

(xi) Bidder with tie -up/service authentication from any major computer manufactures can directly participate in the AIAMC bidding process and produce a certificate from them.

(xii) All the terms participating in the tender must submit a list of their owners/partners etc. along with their contact telephone, fax numbers. Authorised service providers to produce valid certificate/documents as proof of service providers.

(xiii) A certificate of undertaking to the effect that the firm is neither blacklisted by any government department nor any criminal case is registered against the firm is to be enclosed.

(xiv) To enclosed undertaking by firm for paying minimum wages to Engineers likely to be deployed after contract signing. If customer requires, Engineers pay slips are to be provided.

(xv) Police verification/identity verification of the engineers must be done prior signing of the contract to avoid security issue. Police verification of engineer is essential/required for work in defence premises.

(xvi) Registration of defects using register/Help Desk:- Defects will be reported by users and logged at AIAMC Nodal points, as intimated by firm to all concern in writing two working days after acceptance of the contract. A helpdesk should be accessible through a web interface for logging, viewing, updating and closing of incidents either manually or intercom/telephone provided by successful bidder for spares/status of the defect. The Complaint log/register is a legal document and its proper maintenance is the sole responsibility of the firm. The registration number with date will be primary reference data for deciding any down time, delay in repair and subsequent levy of penalty etc. The engineer/technician's entry in the register would be taken as record of repair action taken by firm. In case a register is not maintained exclusively or regular monthly validation/signature of the respective AMC controller is not obtained in the register, the entry will not be valid. In all such cases the written or verbal statement of complaint/IT Officer will be valid and taken as primary reference data for deciding any downtime, delay in repair and subsequent levy of penalty etc.

(xvii) Standby Systems and accessories:

(aa) Following items are required to be provided as standby for units (latest configuration) within a week of signing the contract at below mentioned places.

Sl. No	Total Nos			For
	PCs	UPS	Laserjet Printers	
(a)	08	08	08	RHQ(W), ROC(MBI), MRCC(MBI) DHQ-2 & ROS(MBI) AT IT CENTRE
(b)	08	08	08	All ships and CGRPT (Mumbai) At CGRPT(MB), Naval Dockyard
(c)	03	03	03	CGSD(MB) and 73 ACV SQN
(d)	02	02	02	842 SQN AND CGAIS(MB)
(e)	01	01	01	PRT(W) AT MAZGAON, MUMBAI

(ab) The firm should provision of 10% of total quantity mentioned in the RFP as standby and fast moving items like keyboard, Mouse, Cable and Cables and CMOS batteries need to be stock 20 each nodal point.

(ac) Vender to provide third-party warranty management and should liquidate warranty defects in timely manner. In case of warranty defect is not liquidated within 48 hrs, vender to provide standby IT asset and ensure user data in local hard-disk is made available in standby IT computer.

(ad) Workshops should always equipped with basic IT software's/drivers like Operating system , basic application and printer drivers Software CDs, Tool kit, recovery software's etc.

(xviii) Spare parts for all equipments at an average of one-month use from total quantity mentioned in RFP to be kept al units within 07 days of awarding contact.

(xix) The cost of items to be mentioned clearly per PC/printer/Scanner/UPS/Server/Laptop, LAN connectivity, etc. finally overall cost for all items will be taken into consideration for deciding L-1 as per price bid format.

- (xx) Inspection of all systems projected under AIAMC may be thoroughly carried out during pre-bid meeting to avoid ambiguity at a later stage. NO clarification will be entertained after signing the contract.
- (xxi) AIAMC firm to be forwarded monthly defect rectification / pending defects status to IT Officer Regional Headquarters (West) on 30th of each month for validation of defects raised by units.
- (xxii) Firm can take the major defects to their workshop by providing proper replacements / standby system so that the office work does not effect. All the costs, charges and expenses in respect of transporting the defective system / equipment's shall be firm's responsibility as the same is deemed to be included in the contract.
- (xxiii) All the PCs do not have internet facility; hence the updates/patches of softwares will be downloaded and installed. Firm to provide internet data card / USB Modem to engineers on each nodal point for updating / downloading of software's when required.
- (xxiv) The seller will be responsible for maintaining a minimum stock of spare parts as mentioned in Enclosure II. Seller to provide detailed stock possession report to the office in letter head.
- (xxv) During the contract period, if items declared BER, the firm to be provided standby system during the period of AIAMC against BER item and intimated and forward a copy of BER certificate to IT Centre, RHQ(W) for updating the inventory.
- (xxvi) Dress Code: Wear business casuals with ID card and shoes. They will remain at relevant offices from 0900Hrs to 1730 Hrs on all working days and as projected by concerned units on other than working days and beyond normal working hours as per the demand of the situation foreseen or experienced by the unit concern. No over time charges are applicable for the same.
- (xxvii) Information Security: Ensure that no information/ Data of customer (ICG) are not be disclosed/leaked by the service engineer / network engineer & service manager or any other personnel employed by AIAMC firm. Any information/data provided to Vendor for the purpose of AIAMC and information/data generated during the management of AMC, unless otherwise explicitly excluded by Coast Guard is the property of Buyer, hence all such information to be destroyed/returned to Coast Guard on termination/expiry of contract. Under no circumstances information related Coast Guard shall be disclosed to third-party without the permission of Coast Guard. The firm and your employees who are employed for this AIAMC purpose as per Para 2 above and any other personnel involved in the contract shall be subjected to Indian Official Secret Act,1923. Non-compliance of same will lead to termination of contract without any prior written notice. Hard disk not to be taken out of office premises. If necessary, explicit approval of CG unit Commanding Officer/ Officer-in-charge should be obtained to take hard disk outside the campus for data recovery/repair. Vender may undertake every possible effort for data recovery.
- (xxviii) Alternate Engineer should be provided while engineer proceeding on leave /sick .

(xix) Antivirus Support:-

- (a) Vendors shall provide necessary support by taking help from OEM on behalf of Coast Guard. OEM support shall be procured by Coast Guard as part of antivirus software licensing.
- (b) Vendor shall maintain server based antivirus deployment. Search support includes installation, configuration, regular patch update, backup and recovery etc. Vendor shall obtain available support from OEM directly on behalf of Coast Guard.
- (c) Coast Guard IT in-charge of respective units is responsible for patch updates for standalone antivirus installation. Vendors shall handover regular antivirus patches to Coast Guard IT in-charges of respective CG units.
- (d) Vendors shall provide installation of antivirus, support for virus incidents of both servers based and standalone installations.
- (e) vendors should carry the wireless modem for downloading antivirus patch update.

2. Technical Details:- Configuration of Computers, laptops, printer and other equipment's are as follows :-

- a) Server : Latest version
- b) PC : INTEL I3and above
- c) Laptop : INTEL I3 and above
- d) Scanner : Latest model
- e) UPS : Latest model
- f) MFD : Latest Model
- g) Printer : Latest Model
- h) LAN switch : Latest Model

3. Two Bid System:- The Bidders to furnish clause by clause compliance of specifications bringing out clearly the deviations from specification as per Appendix 'B' , 'C' and 'D", if any. The Bidders are advised to submit the compliance statement along relevant documents in the following format along with Technical Bid.

4. Delivery Period: Delivery period for service of items will be 20 days (for positioning of standby items) and spare parts as and when required basis during the contract period from the effective date of contract. Please note that Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

5. INCOTERMS for Delivery and Transportation "E" / "F" / "C" / "D" Terms): BLANK

6. Consignee/Contract signature details-
The Commander
(for Regional IT Officer)
Regional Headquarters (West),
Worli Sea Face P.O.
Worli, Mumbai- 400 030

Part III – Standard Conditions of RFP

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

1. Law: The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

2. Effective Date of the Contract: The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.

3. Arbitration: All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM-7.

4. Penalty for use of Undue influence: The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offence by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

5. Agents / Agency Commission: The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

6. Access to Books of Accounts: In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information.

7. Non-disclosure of Contract documents: Except with the written consent of the Buyer/Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

8. Liquidated Damages: In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.

9. Termination of Contract: The maintenance contract shall stand terminated if either party gives two month notice in writing with reasons for the termination. The User can also terminate the contract if the firm is found not to be abiding by the guidelines laid above and there is specific complaint against the performance of the firm.:-

- (a) In the event of the meaning of repairs exceeding 10 days
- (b) In the event of repair work being found unsatisfactory and as reported by the user in writing
- (c) In the event of absence of service engineer for a continuous period of five working days without permission/ proper relief provided.

- (d) Any other reasons which effects the quality of service under the terms of the contract
- (e) Any service engineer misbehaves with the staff or malpractice by means of interchanging IT assets without permission or pilferage of organisational data or abnormal activities found if any.
- (f) When the contractors fails to honour any part of the contract including failure to deliver the contracted stores / render services in time.
- (g) When the contractor is found to have made any false or fraudulent declaration or statement to get the contract or he is found to be indulging in unethical or unfair trade practices when both parties mutually agree to terminate the contract.
- (h) Should the contractor fail to provide satisfactory service, the customer shall have full right to cancel the contract. In addition the contract shall get ceased on the following events:-
- (i) The warning will be given in written Performa and the contractor is required to respond in writing within 24 hours of the receipt of the letter.
 - (ii) Three warning will lead to cancellation of the contract. After issuing such warning, 10 days' time will be given for the explanation after which the contract will get ceased.
 - (iii) Non stocking / replenishment of inventory of standard spares and poor performance as reported by the customer on overseeing the same from time to time.
 - (iv) Non rectifying of the defects within stipulated time period (10 Working days)
- (k) Should the maintenance contract be terminated / ceased at any time, the firm shall be solely responsible to hand over the equipment in serviceable condition, failing which the unit is at liberty to get the equipment repaired through any other source and the cost will be attributed to the firm and will be deducted from the dues to the firm till the contract was terminated.
- (l) Any special circumstances, which must be recorded to justify the cancellation or termination of a contract
- (m) If the contractor is in breach of any or all terms hereof the customer may during the validity of this agreement, notwithstanding anything to the contract contained, herein, without being liable in any manner to this contract for the same, the proportionate amount for the remaining part of the contract period shall be recovered from the balance amount /future payment.

(n) The Seller is declared bankrupt or becomes insolvent.

(p) The Buyer has noticed that the Seller has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.

(q) As per decision of the Arbitration Tribunal.

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

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

12. Patents and other Industrial Property Rights: The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

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

14. Taxes and Duties

(a) In respect of Foreign Bidders: Blank

a) In respect of Indigenous bidders

i) General:-

1. Bidders must indicate separately the relevant taxes/duties likely to be paid in connection with delivery of completed goods specified in RFP. In absence of this, the total cost quoted by them in their bids will be taken into account in the ranking of bids.

2. If a Bidders is exempted from payment of any duty/tax upto any value of suppliers from them, he should clearly state that no such duty/tax will be charged by them up to limit of exemption which they may have. If any concession is available in regard to rate/quantum of any duty/tax, it should be brought out clearly. In such cases, relevant certificate will be issued by the Buyer later to enable the seller to obtain exemptions from taxation authorities.

3. Any changes in levies, taxes and duties levied by Central/State/Local governments such as excise duty, VAT, service-tax, octroi/entry tax, etc on final product upward as a result of any statutory variation taking place within contract period shall be allowed reimbursement by the Buyer to the extent of actual quantum of such duty/tax paid by the seller. Similarly, in case of downward revision in any such duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the buyer by the seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc, if any, obtained by the seller. Section 64-A of Sales of Goods Act will be relevant in this situation.

4. Levies, taxes and duties levied by Central/State/Local governments such as excise duty, VAT, Service tax, Octroi/entry tax, etc on final product will be paid by the Buyer on actual, based on relevant documentary evidence. Taxes and duties on input items will not be paid by Buyer and they may not be indicated separately in the bids. Bidders are required to include the same in the pricing of their product.

- (ii) Customs Duty – NA
- (iii) Excise Duty: - NA
- (iv) Sales Tax / VAT: - NA
- (v) Octroi Duty & Local Taxes: - NA
- (vI) GST: - As Applicable

Part IV – Special Conditions of RFP

The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder.

1. Performance Guarantee:

a. Indigenous cases: - The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 10% of the contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of contract. The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request). The PBG will be returned to the firm on successful completion of all his obligations under the contract / work order. In case the execution of the contract / work order is delayed beyond the contracted period and the client grants extension of delivery period, with or without LD, the supplier must get the PBG revalidated, if not already valid.

b. Foreign cases: Blank

2. Option Clause: Blank

3. Repeat Order Clause: Blank

4. Tolerance Clause: Blank

5. Payment Terms for Indigenous Sellers: -

Quarterly payments on submission of user work done certificate in respect of AIAMC contract. The quarterly payments will be made by PCDA (N) on submission of the work done certificates from units covered under AIAMC. The AIAMC firm will be responsible for collecting and submitting the WDC of units at Regional IT centre.

6. Payment terms for Foreign Sellers: – Blank

7. Advance Payments: - No advance payment to be made

8. Paying Authority:

(a) Indigenous Sellers: (Name and address, contact details). The payment of bills will be made on submission of the following documents by the Seller to the Paying Authority along with the bill: -

i. Ink-signed copy of contingent bill / Seller's bill.

- ii. Ink-signed copy of Commercial invoice / Seller's bill.
- iii. Copy of Contract with U.O. number and date of IFA's concurrence, where required under delegation of powers.
- iv. Details for electronic payment viz. Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract).
- v. Any other document / certificate that may be provided for in the Supply Order / Contract.
- vi. Photocopy of PBG.
- vii. Work Done Certificate

(Note – From the above list, the documents that may be required depending upon the peculiarities of the procurement being undertaken, may be included in RFP)

(b) Foreign Sellers: Blank

9. Fall clause:

a. The price charged for the stores supplied under the Supply Order by the Seller shall in no event exceed the lowest prices at which the Seller sells the stores or offer to sell stores of identical description to any persons/Organisation including the purchaser or any department of the Central government or any Department of state government or any statutory undertaking the central or state government as the case may be during the period till performance of all supply Orders placed during the currency of the rate Supply Order is completed.

b. If at any time, during the said period the Seller reduces the sale price, sells or offer to sell such stores to any person/organisation including the purchaser or any Dept, of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the Supply Order, the shall forthwith notify such reduction or sale or offer of sale to the Director general of Supplies & Disposals and the price payable under the Supply Order for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced. The above stipulation will, however, not apply to: --

- i. Exports by the Seller.
- ii. Sale of goods as original equipment at price lower than lower than the prices charged for normal replacement.
- iii. Sale of goods such as drugs which have expiry dates.
- iv. Sale of goods at lower price on or after the date of completion of sale/placement of the order of goods by the authority concerned under the existing or previous Rate Supply Orders as also under any previous Supply Orders entered into with the Central or State Govt. Depts, including their undertakings excluding joint sector companies and/or private parties and bodies.

c. The Seller shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the Rate Supply Order – “We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government under the Supply Order herein and such stores have not been offered/sold by me/us to any person/organisation including the purchaser or any department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central or state Government as the case may be upto the date of bill/the date of completion of supplies against all supply orders placed during the currency of the Rate Supply Order at price lower than the price charged to the government under the Supply Order except for quantity of stores categories under sub-clauses (a),(b) and (c) of sub-para (ii) above details of which are given below -”.

10. Exchange Rate Variation Clause: Blank

11. Risk & Expense clause:

(i) Should the stores or any installment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores or any installment thereof, the Buyer shall after granting the Seller 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

(ii) Should the stores or any installment thereof not perform in accordance with the specifications / parameters provided by the SELLER during the check proof tests to be done in the BUYER’s country, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.

(iii) In case of a material breach that was not remedied within 45 days, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good: -

a. Such default.

b. In the event of the contract being wholly determined the balance of the stores remaining to be delivered thereunder.

iv) Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER.

(v) In case the company is not able to repair the equipment within Two working days or not able to provide suitable standby system within Two Working days or not able to repair within seven days even after providing the system, the customer has rights to rectify the defect outside firm and amount will be deducted from AIAMC payments.

12. Buy-Back offer: Blank

13. Force Majeure clause: -

(a) Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

(b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

(c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

(d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

(e) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

14. Specification: Blank

15. OEM Certificate: Blank

16. Export License: Blank

17. Earliest Acceptable Year of Manufacture: Blank

18. Buyer Furnished Equipment: Blank

19. Transportation: - Blank

The following Transportation clause will form part of the contract placed on successful Bidder

a. CIF/CIP : Blank

OR

b. FOB/FAS : Blank

OR

c. FCA : Blank

20. Air lift: Blank

21. Packing and Marking: Blank

22. Quality: Assurance of quality is the responsibility of the firm and firms are to indicate exclusively and submit proofs of quality assurance norms being followed.

23. Quality Assurance: Seller would provide the Standard Acceptance Test Procedure (ATP) within with the supply of items month of this date of contract. Buyer reserves the right to modify the ATP. Seller would be required to provide all test facilities at his premises for acceptance and inspection by Buyer. The details in this regard will be coordinated during the negotiation of the contract. The item should be of the latest manufacture, conforming to the current production standard and having 100% defined life at the time of delivery.

24. Inspection Authority: The Inspection will be carried out by the IT Centre, RHQ(W). The mode of Inspection will be Departmental Inspection.

25. Pre-Dispatch Inspection: - Blank

26. Joint Receipt Inspection: - Blank

27. Franking clause: – Blank

28. Claims: - The following Claims clause will form part of the contract placed on successful Bidder –

(a) The claims may be presented either: (aa) on quantity of the stores, where the quantity does not correspond to the quantity shown in the Packing List/Insufficiency in packing, or (ab) on quality of the stores, where quality does not correspond to the quality mentioned in the contract.

(b) The quantity claims for deficiency of quantity shall be presented within 45 days of completion of JRI and acceptance of goods. The quantity claim shall be submitted to the Seller as per Form DPM-22 (Available in MoD website and can be given on request).

(c) The quality claims for defects or deficiencies in quality noticed during the JRI shall be presented within 45 days of completion of JRI and acceptance of goods. Quality claims shall be presented for defects or deficiencies in quality noticed during warranty period earliest but not later than 45 days after expiry of the guarantee period. The quality claims shall be submitted to the Seller as per Form DPM-23 (Available in MoD website and can be given on request).

(d) The description and quantity of the stores are to be furnished to the Seller along with concrete reasons for making the claims. Copies of all the justifying documents shall be enclosed to the presented claim. The Seller will settle the claims within 45 days from the date of the receipt of the claim at the Seller's office, subject to acceptance of the claim by the Seller. In case no response is received during this period the claim will be deemed to have been accepted.

(e) The Seller shall collect the defective or rejected goods from the location nominated by the Buyer and deliver the repaired or replaced goods at the same location under Seller's arrangement.

(f) Claims may also be settled by reduction of cost of goods under claim from bonds submitted by the Seller or payment of claim amount by Seller through demand draft drawn on an Indian Bank, in favour of Principal Controller/Controller of Defence Accounts concerned.

(g) The quality claims will be raised solely by the Buyer and without any certification/countersignature by the Seller's representative stationed in India.

29. Warranty:

a. The following warranty will form part of the contract placed on the successful bidder.

(i) Except as otherwise provided in the invitation tender, the seller hereby declares that the services provided to the buyer under this contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars contained / mentioned in contract. The seller hereby guarantees that the said services would continue to confirm to the description and quality aforesaid for a period of 12 months from the date of provisioning of the said services to the buyer whichever is earlier and that notwithstanding the fact that the buyer may have inspected and / or approved the said services, if, during the aforesaid period of 12 months the services provided are discovered not to confirm to the description and quality aforesaid not giving satisfactory performance or have deteriorated , and the decision of the buyer in that behalf shall be final and binding on the seller and the buyer shall to be defective by the buyer within a responsible period, or such specified period as may be allowed by the buyer in his discretion on application made thereof by the seller, and in such an event, the above period shall apply to the services provided from the date of rectification mentioned in warranty thereof, otherwise the seller shall pay to the buyer such compensation as may arise by reason of the breach of the warranty therein contained.

30. Product Support: -: Blank

31. Annual Maintenance Contract (AMC) Clause –

(i) Scope of Work: Undertake All Inclusive Annual Maintenance Contract (AIAMC) for computers, accessories, networking and services for the ICG units as per Appendix-A. The Computer Maintenance Contract shall be fully Comprehensive On-site Maintenance Contract. Maintenance service shall consist of preventive, breakdown and superlative maintenance of computers, printers, scanners, Fax and Local Area Networking accessories at the specified locations. The contract will include repair/replacement of all defective parts i.e. motherboard, graphics/sound/ Ethernet/modem /SCSI/ other cards, HDDs, FDDs, CGA/VGA/ SVGA/XGA monitor, key board, mouse, hard disk media house, CD-ROM Drive, DVD ROM Drives, Multi Media Kit etc. and other associated LAN accessories and other spare parts of the computer, printer and accessories. Scanner head and CD Writer head etc. are all part of maintenance contract and would have to be replaced if defective during the period of maintenance contract. **The only parts that are not part of maintenance contract are consumables like printer head, formatter, fuser assembly, printer ribbons, ink cartridges and paper.** The requisite consumables viz. printer cartridges, paper etc will be provided by the user. In case of defective printer head/formatter/fuser assembly the vendor has to repair/ replace the same with genuine spares from OEM only. In case vendor intend to declare any repair/ replacement is beyond economical/ feasible, then vendor need to submit service certificate from Coast Guard approved OEM service center. The hard disk would have to be replaced, if rendered defective by the firm. **The old hard disk would not be handed over to the firm under any circumstances.** AIAMC also includes restoration of operating system in case of failure, Installation of Antivirus software & regular updates. The general services as part of AIAMC as follows:

(ii) General services as part of AIAMC as follows: -

- (a) Preventive and Breakdown Maintenance
- (b) Comprehensive Liability and Replacement of Part.
- (c) Contract Operation and Downtime Liability
- (d) Care of Equipment by Firm
- (e) ITIL complaint software assisted Service Desk
- (f) IT Desk side end user management
- (g) Maintenance Contract Repair Cell at User Premises
- (h) Centralized IT inventory and Spare management using software
- (j) Patch management for OS, Anti-Virus and other installed software
- (k) Resident Service Engineer
- (m) Items for stocking as follows:-

Items for stocking	Focal point	For Units
Mother boards, RAM, HDD, DVD ROM/DVD Writers, SMPS, Processor, printer head, power supply cords, power supply adapters, USB Cables, Printers PCBs, Cat-6 cables, RJs connectors.	IT Centre RHQ(W), Worli	CGRHQ(W), CGDHQ-2, ROS(MB) & ROC(MB), MRCC(MB)
	842 SQN, Colaba	842SQN, CGAIS(MB)
	Hoverport, Belapur	73 ACV SQN
	CGRPT(MB), Naval Dockyard, Colaba	For Afloat Units & CGRPT(MB)
	CGSD(MB), Mankhurd	CGSD(MB)
	CGPRT(MB), Ferry Wharf	CGPRT(MB)

(iii) Replacement of Spares: -

All the defective parts of PCs, Monitors, UPS, Scanner, Servers, LAN Switch, Laptop, printers will be repaired / replaced with new with OEM specifications only. The defective Hard Disk Drive (HDD) and replaced HDD would not be handed over to the firm under any circumstances.

(iv) UPS and Batteries: - Spare parts required for repair of defective UPS will be provided by firm or replaced by suitable working UPS for the duration of AIAMC. Batteries for defective ups will be replaced with new ones.

32. Details of Penalty clauses: -

(i) The defective CPU not repaired for more than 48 hours or Ten days in case of suitable standby computer provided whichever is later – Rs. 200 per day.

(ii) The defective mouse not repaired for more than 48 hours or Ten days in case of suitable standby computer provided whichever is later – Rs. 25 per day.

(iii) The defective Keyboard not repaired for more than 48 hours or Ten days in case of suitable standby computer provided whichever is later – Rs. 50 per day.

(iv) The defective Printer, UPS, Scanner, Monitor not repaired for more than 48 hours or Ten days in case of suitable standby computer provided whichever is later – Rs. 100 per day.

(v) The Server not repaired for more than 48 hours or Ten days in case of suitable standby computer provided whichever is later – Rs. 500 per day.

(vi) Failure to maintain spares stock level – Rs. 1000 per day (list of required spares as per enclosure –II). Stock level to be maintain as per the agreement and under no circumstance stock level to dip below 60% of authorised stock level to be brought back to 100% within week, if it is goes below 60%. Failure to replenish or dipping below 50% shall invite penalty clause.

(vii) Late reporting of service engineers at work place / focal point Rs. 500 per day (service engineers need to report for work place/focal point at 0900 hrs. In a monthly maximum 06 late reporting is permissible for entire resident engineers subject to maximum 02 late engineers per focal point. Late reporting time is not exceeds to 1000 hrs).

(viii) In the event of service engineer remaining absent / on leave without suitable relieve / substitute there is Rs. 500 for each day of absence.

(ix) Failure to submit PBG within 30 days of date contract awarded – Rs. 200 per day.

(x) Failure to adhere dress code (Formal) by service engineers Rs. 150 per day.

(xi) Failure to submission of police verification documents and qualification document to service engineers within 15 working days from the date of award of contract – Rs. 150 per day engineer.

(xii) In addition, the company is not able to repair the equipment within two working days or not able to provide suitable standby system within two working days or not able to repair within Ten days even after providing the system, the customer has rights to rectify the defect outside firm and amount will be deducted from AIAMC payments.

(xiii) All the penalty amounts may be deducted from outstanding bills/performance bank guaranty as applicable.

33. Engineering Support Package (ESP) clause - The following ESP clause will from part of the contract.

(a) Maintain an inventory of standard spares as per requirement of various system held by the customer and sufficient stock for a period of 01 years for maintenance of the system. The contractor will produce a list of same to the customer within one week of signing of this contract. The rep of the Coast Guard will inspect the inventory of the spares held with the firm initially on submission and also from time to time. Average spares anticipated for a month are to be stock up at places where engineers report.

(b) Undertake repair as per the specifications of the original equipment Manufacturer and utilize only the standard spares.

34. Preventive Maintenance Service :- The tenderer shall carry out preventive maintenance at least once in three months in respect of each of equipment's under AIAMC. A certificate should be obtained by the tenderer from the concern users that the preventive maintenance has been carried out at least once in three months and shall be enclosed along with log book meant for carrying out preventive maintenance while submitting the quarterly bill of AIAMC payment. The scheduled of preventive maintenance shall be as follows :-

(a) Cleaning of all equipment using dry vacuum air, brush soft muslin clothes.

(b) Running of test programme to ensure quality print/data reliability.

(c) Checking of power supply source for proper grounding and safety of equipment.

(d) Ensuring the covers, screws, switches etc. are fastened in respect of each equipment.

(e) Scanning of all types of virus and elimination and vaccination of the same.

(f) Shifting of equipment within the building as and when required.

(g) Running of diagnostic software for system performance.

35. Price Variation (PV) Clause – Blank

Part V – Evolution Criteria Price Bid issue

1. Evaluation Criteria :- The broad guidelines for evaluation of bids will be as follows :
 - a. Only those bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP.
 - b. Blank
 - c. The L-1 firm will be decided upon the lowest quote submitted for the entire package of all items as per the price format given at para 2 below. The consideration of taxes and duties in evaluation process will be as follows :
 - i) In cases where only indigenous Bidders are competing, L-1 bidder will be determined by excluding levies, taxes and duties levied by Central/State/Local Governments such as excise duty, VAT, Service tax, Octroi/entry tax, GST etc on final product as quoted by bidders.
 - d. Blank
 - e. The Buyer reserves the right to evaluate the offers received by using discounted cash flow method at a discounting rate of 10%. In case cash flow involves more than one currency, the same will be brought to a common denomination in Indian Rupees by adopting exchange rate as BC Selling rate of the State Bank of India on the date of the opening of price Bids.
 - f. The lowest Acceptable Bid will be considered further for placement of contract/ Supply order after complete clarification and price negotiations as decided by the buyer. The Buyer will have the right to award contracts to different Bidders for being lowest in particulars items. The Buyer also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.
 - i. Any other criteria as applicable to suit a particular case.

2. Price Bid Format: (Both Ashore + Afloat units items)- The price Bid format for commercial bids placed at Appendix "D' and Bidder are requested to fill this up correctly with full details as required. The determination of L-1 will be done as total of basic prices not including levies by central/state/local Govts such as excise duty, VAT, Service tax, Octroi/entrytax,etc

Note: 1. Determination of L1 will be done based on total of basic prices (not including levies, taxes and duties levied by Central/state/Local governments such as excise duty, VAT, Service Tax, Octroi/entry tax, etc on final product) of all items.

2. Determination of L1 will be done based on the lowest quote submitted for the entire packages of all equipments above and fulfilling all the eligibility and qualifying requirement of the RFP.

3. Additional information in Price Bid on taxes and duties (not in scope of L1 determination)

- (a) Is Excise Duty extra?
- (b) If yes, mention the following –
 - i) Total value of items on which Excise Duty is leviable:
 - ii) Rate of Excise duty (item-wise if different ED is applicable):
 - iii) Surcharge on Excise duty, if applicable?
 - iv) Total value of excise duty payable:
- (c) Is Excise Duty Exemption (EDE) required:
- (d) If yes, then mention and enclose the following:
Excise notification number under which EDE can be given:
- (e) Is VAT/GST extra?
- (f) If yes, then mention the following:
 - i. Total value on which VAT/GST is leviable:
 - ii. Rate of VAT/GST:
 - iii. Total value of VAT/GST leviable:
- (g) Is Service Tax /GSTextra?
- (h) If yes, then mention the following:
 - i. Total value of Services on which Service Tax/GST is leviable:
 - ii. Rate of Service Tax/GST leviable:
 - iii. Total value of Service Tax/GST leviable:
- (j) Is Custom Duty Exemption (CDE) required
- (k) If yes, then mention the following-
 - i. Custom notification number under which CDE can be given (enclose a copy)
 - ii. CIF value of stores to be imported
 - iii. Rate of Customs Duty payable
 - iv. Total amount of Customs Duty payable
- (l) Octroi/Entry taxes
- (m) Any other taxes/duties

(a) Afloat Units

S No	Unit	Server	PCs	Laptop	Printer	Scanner	UPS	LAN Switch	MFD
1	ICGS S Prahari	01	25	05	08	03	26	02	01
2	ICGS Sangram	00	20	00	09	01	13	00	01
3	ICGS Sankalp	01	14	00	11	02	20	01	01
4	ICGS Samrat	01	10	00	05	02	11	01	01
5	ICGS Achook	01	05	06	10	02	07	01	01
6	ICGS SK Chauhan	00	06	---	05	01	08#	--	--
7	ICGS Agrim	01	05	06	12	01	07	05	01
8	ICGS C-154	00	02	01	02	--	02	--	01
9	73ACV SQN	00	06		04	02	04	--	01
10	CGRPT (MBI)	00	06	00	05	00	02	01	01
Total		05	99	18	71	14	100	11	09

(b) Ashore Units

S No	Unit	Server	PCs	Laptop	Printer	Scanner	UPS	LAN Switch	MFD
01	CGC(W.S)	00	25*	00	16	05	25	00	00
02	CGRHQ (W)	01	153	05	41	09	97	21	10
03	CGDHQ-2	00	39	00	19	02	17	--	05
04	CGSD (MB)	01	16	00	05	00	16	01	00
05	CGPRT (W)	00	07	00	05	02	09	01	01
06	842 SQN (CG)	01	17	02	07	00	00	03	01
07	CGAIS (MB)	--	05	02	02	01	07	01	01
08	MRCC (MB)	---	09	00	04	02	00	00	01
09	ROC (MBI)	--	05	00	05	--	--	--	01
10	ROS(MBI)	--	04	00	03	--	--	--	01
Total		03	280	09	106	21	171	27	21

(*25 Computers of HQ, CGC(W.S) has to accumulate from Oct 18 after expiry of warranty period.)
(#08 UPS of SK Chauhan has to accumulate from Oct 18 after expiry of warranty period.)

TECHNICAL COMPLIANCE MATRIX

<u>SL.</u>	<u>PART</u>	<u>PARAMETER/TERMS & CONDITIONS</u>	<u>RELEVANT PARA NO.</u>	<u>COMPLIANCE TO SPECIFICATION BY FIRM WHETHER YES/NO</u>	<u>IN CASE OF NON COMPLIANCE, DEVIATION TO BE SPECIFIED IN UNAMBIGUOUS TERMS</u>
1	PART I	Validity of Bids 120 days	Clause 13 of Part I of RFP		
2		Earnest Money Deposit Firms seeking EMD waiver must enclose required registration certificate	Clause 14 of Part I of RFP		
3	PART II	All technical / physical parameters as per specifications and part number	Para 2 of Part II of RFP		
4		Two-Bid system	Para 3 of Part II of RFP		
5		Delivery period 20 days	Clause 4 of Part II of RFP		
6		INCOTERMS for delivery and Transportation (FOR basis to consignee) acceptable to firm	Clause 5 of Part II of RFP		
7	PART III	LD clause of RFP	including LD clause mentioned at para 8 of Part III of RFP		
8		Taxes and Duties	Clause 14 of part III of RFP		
9	PART IV	Acceptable of Performance guarantee	Clause 01 of Part IV of RFP		
10		Acceptable of Payments terms	Clause 5 to 8 of part IV of RFP		
11		Inspection Authority clause	Clause 24 and 31 to 34 of part IV of RFP		
12		Warranty /Guarantee terms	Clause 29 of part IV of RFP		
13	PART V	Price Bid format	Clause 2 of part V of RFP		
14		Acceptance of all terms and conditions of RFP			

Signature of Authorized signatory
With office seal

TECHNICAL COMPLIANCE MATRIX

<u>PARAMETER</u>	<u>COMPLIANCE TO SPECIFICATION BY FIRM WHETHER YES/NO</u>	<u>IN CASE OF NON COMPLIANCE, DEVIATION TO BE SPECIFIED IN UNAMBIGUOUS TERMS</u>
<p>(a) The firm should be in existence for over 5 years in the maintenance business in IT field, specifically in maintaining networking, PCs and accessories mentioned at schedule of requirement (SQRs) at part-II of RFP.</p> <p>(b) A service business turnover of minimum Rs. 2 Crores and above per annum during the last 3-year in the field of IT services. Documentary proof of eligibility criteria viz. photocopies of registration certificates, proof of annual turnover, copies of orders any other documentary evidence (Defence organization experience in terms of maintaining computers and accessories). In absence of these documents, the tender will not be entertained.</p> <p>(c) The tendering firm must be registered with the GST and they must submit the latest GST Clearance Certificate.</p> <p>(d) The firm must have previous experience in the field of maintaining hardware and network systems and must provide a Certificate from two existing customers from central / state Govt. having AMC or Warranty on behalf of principle manufacture having satisfactory services being provided by the AMC / warranty holder.</p> <p>(e) The bidder should have a complete setup (i.e. office, repair workshops etc) in Mumbai.</p> <p>(f) Bidder with tie-up/service authentication from any major computer manufacturers can directly participate in the AIAMC bidding process and produce a certificate from them.</p> <p>(g) All the firms participating in the Tender must submit a list of their owners/partners etc. along with their contact telephone, Fax numbers. Authorised service providers to produce valid certificate/documents as proof of service providers.</p> <p>(h) A Certificate of Undertaking to the effect that the firm is neither blacklisted by any Government Department nor any criminal case is registered against the firm is to be enclosed.</p>		

(j) The firm must have expertise in the requisite preventive measures on site maintenance and repair of servers, clients, standalone computers, Laser/ Inkjet printers/network components, scanners peripherals, networking components and other hardware parts and accessories.

(k) Availability of trained/skilled manpower is to be indicated.

(l) The firm shall employ only qualified and trained engineers with Min. 03 years experience for Desktop/Residual engineers with 03 year Hardware engineer course qualification, 03 Years experience for network engineer with CCNA or network qualified certificate from any organization,

(m) Once service engineer is employed, he should not be changed during the maintenance contract period in view of the security reasons.

(n) The firm should provision of 10% of total quantity mentioned in the RFP as standby and fast moving items likes Keyboard, Mouse, Cables and CMOS batteries need to be stock min. 20 each in each nodal point.

(p) The units are inside the restricted area a thorough search of all persons and transport may be carried out at the entrance gate for as many times as the gate is used for entry and exit. High Standard of conduct expected from service engineers. Service engineers to wear proper dress code and Identity proof of company.

(q) To enclose undertaking by firm for paying minimum wages Engineers likely to be deployed after contract signing. If customer requires, Engineer Pay slips are to be provided.

(r) Police verification/identity verification of the engineers must be do prior signing of the contract to avoid security issues. Police verification engineers is essential / required for work in defence premises.

(s) The defect rectification of all items or its peripherals covered under AIAMC to be carried out by replacement and not by repair, if the same defect occurs thrice in a month.

(t) In case of major defects, Defect to be repaired within 48 hours (02 working days) else standby system /machine to be provided. After Providing the Standby System / Machine, the defective system to be rectified /repaired within 10 Woking days.

(u) A firm should provide defect register for monitoring defects from the various AMC units. Defects should be accessible through a web interface for logging, viewing, updating and closing.

(v) In case of Firm fails to rectify the defect within stipulated period (10 working days), The customer will hold the rights to rectify the defect from outside sources and amount will be deducted from AIAMC Payments

<p>(w) If the service engineer will not attend the defects within 48 hours (two working days) the quoted amount as per the successful bid for each description / defect will be deducted from firm account. These type defects will be recorded by IT Centre. If any regular residential engineer is leave / absent, standby engineer be send to this office by 1100 hours, if not the quoted amount as per the successful bid will be deducted from firm account for per person per day.</p> <p>(x) In case the company is not able to repair the equipment within Two working days or not able to provide suitable standby system within Two Working days or not able to repair within Ten days even after providing the system, the customer has rights to rectify the defect outside firm and amount will be deducted from AIAMC payments.</p> <p>(y) Registration of defects using Register/Help Desk: - Defects will be reported by user and logged at AIAMC Nodal points, as intimated by the firm to all concerned in writing two working days after the acceptance of the contract. A helpdesk should be accessible through a web interface for logging, viewing, updating and closing of incidents either manually or intercom / telephone provided by successful bidder for spares / status of the defect.</p> <p>(z) The Complaint log / register is a legal document and its proper maintenance is the sole responsibility of the firm. The registration number with date will be primary reference data for deciding any down time, delay in repair and subsequent levy of penalty etc. The site engineer/technician's entry in the register would be taken as record of repair action taken by the firm. In case a register is not maintained exclusively or regular monthly validation / signature of the respective AMC Controller is not obtained in the register, the entry will not be valid. In all such cases the written or verbal statement of complainant / IT Officer will be valid and taken as primary reference data for deciding any down time, delay in repair and subsequent levy of penalty etc.</p> <p>(aa) Duly completed compliance grid.</p> <p>(ab) Antivirus Support</p> <p>(ac) Standby IT asset for assets under warranty</p> <p>(ad) Centralized AIAMC monitoring and controlling</p> <p>(ae) Service Level from vendor</p> <p>(af) Information Security</p> <p>(ag) Dress Code</p>		
<p><u>DETAILS OF PENALTY CLAUSES</u></p> <p>(a) The Defective CPU not repaired for more than 48 hours or Ten days in case of suitable standby computer provided whichever is later – Rs. <u>200</u> per day</p> <p>(b) The Defective Mouse not repaired for more than 48 hours or Ten days in case of suitable standby computer provided whichever is later – Rs. <u>25</u> per day</p> <p>(c) The Defective Keyboard not repaired for more than 48 hours Ten days in case of suitable standby computer provided whichever</p>		

<p>later – Rs. <u>50</u> per day</p> <p>(d) The defective printer, UPS, Scanner, Monitor not repaired for more than 48 hours or Ten days in case of suitable standby system provided whichever is later Rs. <u>100</u> per day</p> <p>(e) The server not repaired for more than 48 hours or Ten days in case of suitable standby server provided whichever is later Rs. <u>500</u> per day.</p> <p>(f) Failure to maintain spares stock level – Rs. <u>1000</u> per day (list of required spares as per Enclosure –II). stock level to be maintained as per the agreement and under no circumstances stock level to dip below 60% of authorised Stock level to be brought back to 100% within week, if it is goes below 60%. Failure to replenish or dipping below 50% shall invite penalty clause</p> <p>(g) Late reporting of service engineers at work place /focal point Rs. <u>500</u> per day (service engineers need to be report for work place / focal point at 0900 hrs. In a month maximum 06 late reporting is permissible for entire resident engineers subject to maximum 02 late engineers per focal point. Late reporting time is not exceed to 1000 hrs)</p> <p>(h) In the event of service engineer remaining absent / on leave without suitable reliever /substitute there of Rs. <u>500</u> for each day of absence.</p> <p>(j) Failure to submit PBG within 30 days of date contract awarded - Rs. <u>200</u> per day</p> <p>(k) Failure to adhere dress code (Formal) by service engineers Rs. <u>150</u> per day</p> <p>(l) Failure to submission of police verification documents and qualification document of service engineers within 15 working days from the date of award of contract – Rs. <u>150</u> per day per engineer</p> <p>(m) In addition, the company is not able to repair the equipment within Three working days or not able to provide suitable standby system within Three Working days or not able to repair within Ten days even after providing the system, the customer has rights to rectify the defect outside firm and amount will be deducted from AIAMC payments.</p> <p>(n) All the penalty amounts may be deducted from outstanding bills / performance bank guarantee as applicable.</p>		
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Signature of Authorized signatory
With office seal

(a) Ashore Units

Equipment Description	1 st Quarter			2 nd Quarter			3 rd Quarter			4 th Quarter			Total for 1 st /2 nd /3 rd / 4 th QTR
	Total items	Price per unit	Total	Total items	Price per unit	Total	Total items	Price per unit	Total	Total items	Price per unit	Total	
PCs	255			255			280			280			280
Laptop	09			09			09			09			09
Printers	106			106			106			106			106
Scanner	21			21			21			21			21
UPS	171			171			171			171			171
LAN Switch	27			27			27			27			27
MFD	21			21			21			21			21
Server	03			03			03			03			03
Service Engg	07			07			07			07			07
Total Cost of 1 st Quarter				2 nd QTR			3 rd QTR			4 th QTR			
											GST		
Grand Total (In Words ₹.....)													

(b) Afloat Units

Equipment Description	1 st Quarter			2 nd Quarter			3 rd Quarter			4 th Quarter			Total for 1 st /2 nd /3 rd / 4 th QTR
	Total items	Price per unit	Total	Total items	Price per unit	Total	Total items	Price per unit	Total	Total items	Price per unit	Total	
PCs	99			99			99			99			99
Laptop	18			18			18			18			18
Printers	71			71			71			71			71
Scanner	14			14			14			14			14
UPS	92			92			100			100			100
LAN Switch	11			11			11			11			11
MFD	09			09			09			09			09
Server	05			05			05			05			05
Service Engg	05			05			05			05			05
Total Cost of 1 st Quarter				2 nd QTR			3 rd QTR			4 th QTR			
											GST		
Grand Total (In Words ₹.....)													