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REGISTERED

Headquarters Coast Guard Region (E) Near Napier Bridge Chennai- 600 009

25 May 18

File No.: 2831

INVITATION OF BIDS FOR CONCLUDING OF ALL INCLUSIVE MAINTENANCE CONTRACT FOR COMPUTERS & PERIPHERALS OF INDIAN COAST GUARD UNITS AT CHENNAI FOR TWO YEARS (2018-20)

(TITLE- REQUEST FOR PROPOSAL)

REQUEST FOR PROPOSAL (RFP) NO. 2831 DATED 25 MAY 18

Dear Sir,

M/s

- Bids in sealed cover are invited for jobs listed in Part II of this RFP. Please super scribe the above mentioned Title, File number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid.
- The address and contact numbers for sending bids or seeking clarifications regarding this RFP are given below:-

The Commander

{for RITO }

Headquarters, Coast Guard Region (East) Near Napier Bridge, Chennai – 600009

Tel: +91-44-23460420

Email: - rhq-east@indiancoastguard.nic.in

- 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.

(Preeti Udgiri)

Deputy Commandant

Regional IT Officer for Commander

Coast Guard Region(East)

PART I - GENERAL INFORMATION

Last date and time for depositing the Bids. 1500 HRS on 26 Jun 18:-

The sealed Bids should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.

- Manner of depositing the Bids:- Sealed Bids should be either dropped in the Tender Box kept in RHQ(East) marked as LP 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).
- Time and date for opening of Bids. 1530 Hrs on 29 Jun 18:-

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.

Location of the Tender Box. [Main Gate of CGRHQ (East)]:-

Only those Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.

- 8. Place of opening of the Bids: [CGRHQ (East)]:- The technical bids will be opened at the Headquarters Coast Guard Region (East), Chennai. The bidders may depute their representatives duly authorized in writing, to attend the opening of bids on the due date and time. You are invited to attend the Tender opening. The qualifying bid will be considered on assessment of compliance/suitability after Technical evaluation is done by the Technical Evaluation Committee. A Technical Committee will be constituted to scrutinize/finalize the Contract. The Committee reserves the right to reject any or all the tenders without assigning any reason thereof. The qualifying bid should be inclusive of all tax and levies applicable. Rate for each item for a period of two year as well as for part therein, is to be indicated as per column given in Appendix-D. The AMC will have to be carried by the firm to which the contract is awarded. The firm is to give an undertaking that the contract will not be subcontracted.
- Two-Bid system: Yes. Pre-bid conference scheduled at 1430 hrs on 08 Jun 18, Headquarters, Coast Guard Region(East), Chennai-9.
- 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. The technical bid should conform
 to the following: -
 - (a) EMD is to be enclosed.
 - (b) The tendering firm must be registered with the Service Tax Department and they must submit the latest Service Tax Clearance Certificate.
 - (c) All the firms participating in the Tender must submit a list of their owners/partners etc. along with their contact telephone numbers and 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.
 - (d) The firm must have expertise in the requisite preventive measures on site maintenance and repair of servers, clients, standalone computers, Laser/ Inkjet printer's/network components, scanners peripherals and other hardware parts and accessories.
 - (e) Availability of trained/ skilled manpower is to be indicated. List of resident engineers/personnel as elicited by RFP is need to be furnished.
 - (f) Duly completed compliance grid.

- 11. 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 7 (seven) 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.
- 12. 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.
- 13. Clarification regarding contents of the bids:- Due to paucity of time, any clarifications on the TE should be obtained by email rhq-east@indiancoastguard.nic.in. 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.
- 14. Right of Acceptance or 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. The Competent Financial Authority i.e. The Commander, Coast Guard Region (East), Chennai reserves the right to accept or reject any or all tenders without assigning any reasons whatsoever.
- 15. <u>Unwillingness to Quote:-</u> Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.
- Validity of Bids:- The Bids should remain valid till 90 days from the last date of submission of the Bids.
- 17. Earnest Money Deposit:- Bidders are required to submit Earnest Money Deposit (EMD) for amount of Rs. 2,05,843.00 (Rupees Two lakh five thousand eight hundred forty three only) in favour of DCDA (Navy), Chennai along with their bids. 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 a private sector bank authorized to conduct government business as per Form DPM-16 (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 of 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 Organization (e.g. GeM), National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself. 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

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PART II – ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

Schedule of Requirements: The Vendor would provide comprehensive AIAMC for a period
of for items/services as mentioned in Annexure-1 of Appendix-A.

19. Obligation of Vendor:-

- (a) Vendor is obliged to provide IT Services as described in Appendix-A.
- (b) Failure to provide services or degradation of services shall invite penalty clauses as per Annexure-4 of Appendix-A.

20. Obligation of the Customer:-

The Customer shall:

- (a) Ensure the installation area, electrical outlets, power supplies and Electrical connections are supplied in accordance with requirements.
- (b) Pay the AIAMC charges as per the payment schedule enumerated in succeeding paragraphs.
- (c) Provide all necessary assistance such as security clearance at site to the Contractor in maintenance during the visit.

21. Financial:- The financial terms will be as follows:

- (a) Payment will be made in four equal installments on three monthly bases after satisfactory completion of AIAMC for respective period.
- (b) In the event of Contractor not able to meet the clauses in Appendix-A the contractor shall be legible for 'Liquidated Damage (LD)' penalty clause or any other penalty clauses as deemed appropriate by buyer. The buyer shall intimate such deductions by a written communication to the Contractor and shall deduct from the amount due. If any system /equipment/ printer is not made operational within 07 days, the Risk & Expense clause of the contract shall be applicable and contract may also likely to be terminated. This office shall entertain no correspondence or counter claim in this regard.

22. General Terms:-

- (a) The contract comes into force when signed by or on behalf of the Customer and the Contractor.
- (b) The Contract together with Appendix-A, hereto affixed constitutes the Binding Agreement entered into by and between the customer and the Contractor for the maintenance of the systems, and on the terms and conditions specified in this contract.
- (c) The contract will remain in force for a period of 24 months w.e.f 01 Oct 2018 and expires as on 30 Sep 20 for all ICG units based at Chennai provided if not terminated earlier for reasons as mentioned in this RFP.
- (d) 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 contrary contained herein, without being liable in any manner, terminate this contract for the same. The proportionate amount for the remaining part of the contract period shall be recovered from the balance amount.



- (e) The Customer at their option, may terminate this contract at any time giving to the other party in writing ninety days (90 days) notice of their intent to do so.
- (f) There is no Beyond Economical Repair condition of any system being all the components are well covered in AIAMC for whatsoever may be the reasons and the final decision shall be that of the Customer. However, the Contractor will continue to be liable to repair such equipment till the completion of the AIAMC. The remaining proportionate amount will be adjusted to the future payments against the AIAMC from the date of rendering the equipment BER.
- (g) This agreement shall continue to be applicable under the same terms and conditions in the event of system being transferred temporarily/ permanently to any other Coast Guard ships/ Establishments in the Eastern Region, with prior intimation to the Contractor. The removal, installation and transportation, if any and if undertaken by the Contractor, will be charged by the contractor on actual.
- (h) In the event of firm not able to repair within the time period as specified at clause 3.18 due to **reasons beyond their control**, such as strike at OEM, civil disturbance, Rail/Airways strikes, ships sailing the contractor may request customer for additional period by a written communication. The customer shall exempt such additional period from penalty as per clause 5.3 subject to approval of extension by the customer.
- (j) All disputes and differences arising between the Customer and the Contractor in relation of this contract shall be settled under provisions of the **Indian Arbitration Act 1940** or any modification or re-enactment thereof for the time being in force and shall be subject to the jurisdiction of the Court of Chennai.
- (k) Should the customer decide to induct additional system into the service or decide to exclude any system from the service falling under the same category under existing rate of AIAMC then the Customer will have the discretion to direct the contractor to include or exclude that system also within the ambit of the contract starting from the date of induction of the equipment up till expiry of the AIAMC or for any other period in between and the contractor is bound to carry out the same.
- Two-Bid System:- Yes. In respect of Two-bid system, Bidders are required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specification, if any. The Bidders are advised to submit the compliance statement in the following format along with Technical Bid —

Para of RFP specifications item- wise	Specification item offered	of	Compliance to RFP specification – whether Yes / No	In case of noncompliance, deviation from RFP to be specified in unambiguous terms

- Delivery Period: One Week for submission contract paper on formal issue of work order.
- 25. INCOTERMS for Delivery and Transportation: ("E" / "F" / "C" / "D" Terms).BLANK

TERMS OF DELIVERY/ DATE OF DELIVERY:-

(a) to (e). Blank

- (f)F.O.R. Destination. CGRHQ (East), Near Napier Bridge, Chennai
- (g) to (k). Blank
- 26. Consignee details: CGRHQ (East), Near Napier Bridge, Chennai

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.

- 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.
- 28. <u>Effective Date of the Contract</u>: 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.
- 29. 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.
- 30. Penalty for use of Undue influence:- The Selier 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 favor or disfavor 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 offers 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 favor 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 Buver.
- 31. 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.

- 32. 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 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.
- 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.
- 34. 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.
- Termination of Contract: The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases: -
 - (a) The delivery of the material is delayed for causes not attributable to Force Majeure for more than (02 months) after the scheduled date of delivery.
 - (b) The Seller is declared bankrupt or becomes insolvent.
 - (c) The delivery of material is delayed due to causes of Force Majeure by more than (02 months) provided Force Majeure clause is included in contract.
 - (d) 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.
 - (e) As per decision of the Arbitration Tribunal.
- 36. 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.
- 37. <u>Transfer and Sub-letting</u>: 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.
- 38. Patents and other Industrial Property Rights: Blank.



39. <u>Amendments</u>: - 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.

40. Taxes and Duties: -

- (i) <u>General</u>: If Bidder desires to ask for GST & other charges extra, the same must be specifically stated in the quotation. In the <u>absence of any such stipulation</u>, it will be presumed that the prices include all such charges and no claim for the same will be entertained.
- (ii) <u>Custom Duty</u>: Items are to be imported if required, under your own arrangement as per the current policy. Custom duty is to be indicated separately in quotation.

41. Pre-Integrity Pact Clause: - Blank

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.

- 42. Performance Guarantee (PBG)/Warranty Bond: The firm shall submit a Performance Bank Guarantee (PBG) for 10 % of the total estimated value of the contract in favor of 'The Commander, Coast Guard Region (East), Chennai' issued by a public sector bank or a private sector bank based at Chennai authorized to conduct government business in the prescribed format within 10 days from the date of contract/issue of work order. The PBG should remain valid for a period of sixty days beyond the date of completion of contractual obligations/warranty. The BG 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.
- 43. Option Clause:- The contract will have an Option Clause, wherein the Buyer can exercise an option to extend the AMC for two years in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the Buyer to exercise this option or not.
- 44. Repeat Order Clause:- The contract will have a Repeat Order Clause, wherein the Buyer can order upto 50% quantity of the items under the present contract within six months from the date of supply/successful completion of this contract, the cost, terms & conditions remaining the same. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of the Buyer to place the Repeat order or not.
- 45. Tolerance Clause:- To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, Buyer reserves the right to increase or decrease the quantity of the computer hardware proposed for AMC without any change in the terms & conditions and prices quoted by the Seller.

46. Payment Terms:-

(a) Maintenance charges commence from the date of commencement of contract or with effect from the date mentioned therein and shall be effective for the period of the contract.



- (b) No advance payment will be made. The payment will be made through DCDA (Navy) either on quarterly basis or on completion of the contract as desired by the firm. Bank details including bank A/c No., MICR Code may please be indicated to enable e-payment by PCDA(N) Mumbai.
- 47. Advance Payments:- No advance payment to be made

48. Paying Authority:-

- (a) <u>Indigenous Sellers</u>:- (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 Work Order/Contract with U.O. number and date of IFA's concurrence, where required under delegation of powers.
 - (iv) Work done certificate in duplicate.
 - (v) Claim for statutory and other levies to be supported with requisite documents / proof of payment such as Excise duty challan, Customs duty clearance certificate, Octroi receipt, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc as applicable.
 - (ix) Guarantee / Warranty certificate.
 - (x) Performance Bank guarantee / Indemnity bond where applicable.
 - (xi) DP extension letter with CFA's sanction, U.O. number and date of IFA's concurrence, where required under delegation of powers, indicating whether extension is with or without LD.
 - (xii) 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).
 - (xiii) Any other document / certificate that may be provided for in the Supply Order / Contract.
 - (xiv) User Acceptance.
 - (xv) Photocopy of PBG.

(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

49. Fall clause:-

- (a) The price charged for the material/services supplied under the contract 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 annual contract is completed.
- (b) If at any time, during the said period the Seller reduces the sale price, sells or offer to sell such material/services to any person/organisation including the Buyer 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 contract, he shall forthwith notify such reduction or sale or offer of sale to the Director general



of Supplies & Disposals and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced.

50. <u>Premature Termination of Contract</u>:- The Coast Guard reserves the right to terminate the AIAMC prematurely if the firm fails to provide services in a stipulated time frame or if the services are found to be of inferior quality on account of poor material / workmanship or without assigning any reasons.

51. Exchange Rate Variation Clause:- Blank

52. <u>Risk & Expense clause:-</u> In event of the firm failing to honor contractual obligation within stipulated period, risk offloading will be invoked by the Coast Guard at the expense to the firm. Whenever, the risk off-loading is resorted to, the firm is liable to pay the additional amount spent by the Coast Guard. It may be adjusted against Performance Bank Guarantee (PBG) or running payment.

53. Force Majeure clause:-

- (a) Neither party shall bear responsibility for the complete or partial nonperformance 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.
- 54. Buy-Back offer:- Blank
- 55. Specification:- Blank
- 56. <u>OEM Certificate</u>:- In case of Vendor has no existing installation of the similar ITSM software at any of customer sites for at-least one year within last three years, the vendor need to produce OEM certificate on support for deployment, configuration, maintenance and Coast Guard specific customization of ITSM software for the duration of AMC contract.
- 57. Export License:- Blank
- 58. Earliest Acceptable Year of Manufacture:- Blank



- 59. Buyer Furnished Equipment:- Blank
- 60. Transportation:-

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
- 61. Air lift:- Blank
- 62. Packing and Marking:- Blank
- 63. Quality:- Blank
- 64. 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.
- Inspection Authority:- The Inspection will be carried out by the consignee. The
 mode of Inspection will be Departmental Inspection.
- 66. Pre-Dispatch Inspection: Blank
- 67. Joint Receipt Inspection: Blank
- 68. Franking clause: Blank
- 69. <u>Claims:-</u> The following claims clause will form part of the contract placed on successful Bidder:-
 - (a) The claims may be presented either: (a) on quantity of the stores, where the quantity does not correspond to the quantity shown in the Packing List/Insufficiency in packing, or (b) 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

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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.

70. Warranty:-

- (a) The following Warranty will form part of the contract placed on the successful Bidder:-
 - Except as otherwise provided in the invitation tender, the Seller hereby declares that the goods, stores articles sold/supplied 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 goods/stores/articles would continue to conform to the description and quality aforesaid for a period of 12 months from the date of delivery of the said goods stores/articles to the Buyer or 15 months from the date of shipment/dispatch from the Seller's works whichever is earlier and that notwithstanding the fact that the Buyer may have inspected and/or approved the said goods/stores/articles, if during the aforesaid period of 12/15 months the said goods/stores/articles be discovered not to conform 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 be entitled to call upon the Seller to rectify the goods/stores/articles or such portion thereof as is found to be defective by the Buyer within a reasonable 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 goods/stores/articles rectified 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.

(ii) to (iv) Blank

OR

(b) Blank

71. Confidentiality:-

(a) Non-disclosure and Non-use:- Each party receiving Confidential Information shall treat such information as strictly confidential, and shall use the same care to prevent disclosure of such information as such party uses with respect to its own confidential and proprietary information, which shall not be less than the care a reasonable person would use under similar circumstances. The firm will abide by the "Non-Disclosure Clause" and the Official Secret Act and DPM-09. In any event, each party receiving Confidential Information shall (a) disclose such Confidential Information to (i) only those authorized employees and directors of such party whose duties justify their need to know such information and who have been clearly informed of their obligation to maintain the confidential and/or proprietary status of such Confidential Information; or (ii) only those third parties required for the performance of the receiving party's obligations under this Agreement pursuant to a written confidentiality

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agreement at least as extensive as the confidentiality provisions of this Agreement; and (b) use such Confidential Information only for the purposes set forth in this Agreement.

- (b) Terms of This Agreement: Notwithstanding anything to the contrary in this Agreement, neither party shall disclose the terms of this Agreement (including the fees set forth herein) to any third party without the express prior written consent of the other party; provided, however, that either party may disclose the terms of this Agreement to its affiliates, attorneys and accountants, or to any potential investor or acquirer of a substantial part of such party's business (whether by merger, sale of assets, sale of stock or otherwise), or as may be required by law. The vendor agrees that the Coast Guard can initiate legal action for negligence or failure to abide by the terms and contract.
- 72. Product Support: Blank
- 73. Annual Maintenance Contract (AMC) Clause:- Blank
- 74. Engineering Support Package (ESP) clause:- Blank
- 75. Price Variation (PV) Clause: Blank

PART V - EVALUATION CRITERIA & PRICE BID ISSUES

- 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 tender Enquiry, both technically and commercially. The format for submission of Technical bid is placed at **Appendix-B**.
 - (b) The Technical evaluation of only those firms would be carried out who qualify the Vendor qualification criteria as mentioned in **Appendix –E** and Technical Evaluation Compliance Matrix as mentioned in **Appendix-C**. The board of officers evaluating the technical bids may call for additional documents, site visits, presentation etc in support of the facts and figures provided by the firms in the technical bids. Firms not cooperating in the bid evaluation or failing to produce the additional documents etc as required by the Technical committee will be rejected.
 - (c) The Technical Evaluation Committee report will be approved by the CFA post which the Price Bids of only those Firms will be opened whose Technical Bids would clear the technical evaluation.
 - (d) The L-1 will be established on the basis of lowest cost quoted by the particular bidder. All taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders on final cost will not be used in evaluation criteria for L-1 determination.
 - (e) The Lowest Acceptable Bid will be considered further for placement of contract after complete clarification and price negotiations as decided by the BUYER.

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Conditions under which this RFP is issued:-

77. This RFP is being issued with no financial commitment; and the Coast Guard reserves the right to withdraw the RFP and change or vary any part thereof at any stage. The Coast Guard also reserves the right to disqualify any vendor should it be so necessary at any stage without assigning any reasons.

List of Enclosures:-

Appendix A	-	Details of Functional, Operational, Technical Services Obligations by Vendor
Annexure 1	-	List of IT Assets for AIAMC
Annexure 2	100	List of Resident Engineers/Personnel
Annexure 3	-	Technical Specification for IT Services Management (ITSM) Software
Annexure 4		Details of penalty clauses
Annexure 5	180	Spare parts list
Appendix B		Format for Technical Bid
Appendix C		Technical Evaluation Compliance Matrix
Appendix D	-	Format for Commercial Bids for Annual Maintenance Contract of IT Assets
Appendix E		Vendor Compliance Reports and Information



DETAILS OF FUNCTIONAL, OPERATIONAL, TECHNICAL SERVICES OBLIGATIONS BY VENDOR

The Obligations of Vendor as follows:

- Scope of maintenance/repair:- Undertake All Inclusive Annual Maintenance Contract (AIAMC) for computers, accessories, networking and services for the ICG units as per Appendix-A & E. 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/ LAN/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:
 - (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
 - Patch management for OS, Anti-Virus and other installed software
 - (k) Resident Service Engineer
- Resident Engineers/Personnel:- Provide qualified resident engineers/personnel for each unit as mentioned in Annexure-2. Vendor to provide complete details of resident engineers and reserve pool of personnel as part of technical proposal. A separate engineer to be catered to conduct Preventive Maintenance of IT Assets and peripherals quarterly.
- 3. <u>Dress Code</u>:- Wear business casuals with ID card and shoes. They will remain at relevant offices from 0830 Hrs 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.
- 4. Qualification and Responsibilities of AIAMC personnel:- Personnel of adequate qualification shall be positioned to provide obliged services. The detailed qualification of service engineer, service manager and networking & domain engineer is as following:

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- (a) Service Engineers must be having minimum 03 years' experience and Degree/ 03-year diploma in Engineering. Responsible for maintenance, repair, configuration of computers, printers, scanners and other associated accessories. He also carryout installation of OS, Antivirus, regular patch updates etc.
- (b) Service manager must be having 03 years' experience in similar field and degree/three-year diploma in engineering. He is responsible for management of entire AIAMC related activities and reporting to Regional IT Officer. He shall be updating ITSM software on daily basis and provide regular status reports to this Headquarters. He is authorized to monitor/control/manage vendor provided human resources and spares in consultation with this Headquarters to offer better services to Coast Guard.
- (c) Windows Domain Engineer must be having 03 years' experience in similar field and degree/three-year diploma in engineering. He shall be of qualified in Microsoft Certified IT Professional (MCITP)/Microsoft Certified Solutions Expert (MCSE) in Windows 2012 Server/Desktop Infrastructure. He will be responsible for upto L2 level of support to manage existing Regional Server Room (RSR) infrastructure. Maintenance of RSR includes management, backup & recovery of Active Directory, DNS, DHCP, KMS, WSUS, Antivirus Patch Management, Microsoft Windows 2012 virtualization, Microsoft Windows 2012 System Center etc. Vendor should provide L3 support with backend engineers and responsible to close all management related tickets. He shall be required to visit CG units at Chennal on vendors cost.
- (d) Networking Engineer must be having 03 years' experience in similar field and degree/three-year diploma in engineering. He shall be of qualified in Cisco Certified Network Associate (CCNA). He shall be responsible to manage all network related activities such as to configure, maintain Local Area Networking related infrastructure, RSR server networking, Unified Threat Management device, Network Firewall, Coast Guard WAN routers, switches, Internet infrastructure etc. He will be responsible for upto L2 level of support to manage existing networking infrastructure. Vendor should provide L3 support with backend engineers and responsible to close all management related tickets. He shall be required to visit CG units at Chennai on vendors cost.
- (e) List of reserve engineers and regular engineers shall be provided by AIAMC firms for approval on regular intervals. Only engineers from approved list shall be deputed to CG units. Stringent penalty clauses shall be included for failure to adherence. To enable AIAMC firm to attract/retain qualified manpower, the duration of AIAMC contract may be increased further two years only. Initial list of reserve pool should be provided as part of Technical Bid.
- 5. Antecedent verification: Verify antecedents, experience and qualification of above staff's prior appointment for working at CG premises and the same will be cleared by Buyer. Also Obtain antecedents/character of the personnel being appointed including reserve engineers from Chennai City Police or from a reputed Private detective agency at Chennai (who is authorized by Police authorities in this regard) and submit within 15 days from the date of signing of contract. Non-verification and/ or Non-qualification and /or Non-submission of above for any of employee will attract closure of contract.
- Conduct of Personnel: Be responsible for welfare, discipline and conduct of the personnel employed.
- 7. <u>Information Security:-</u> 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.

- Attendance of Personnel: Present on every day at the working places ear-marked by the customer and an attendance register for all staff to be maintained and put up for daily signature of IT Staff.
- 9. Availability of reserve personnel:- Position personnel with requisite qualification and well familiar with Coast Guard duties as standby at your office in case any engineer/staff required go on leave / fall sick or any other reasons. Names of these engineers along with bio-data to be given to customer for verification/ approval by the competent authority on regular intervals.
- Continuity of Personnel:- Maintain continuity of same engineer/staff employed for ICG units. If any person has to be changed approval of Coast Guard should be obtained well in time.

11. Service Level:-

- (a) General support by vendor
 - (i) Take all reasonable and proper care of the Assets.
 - (ii) Keep all the tangible Assets in good and serviceable condition (reasonable wear and tear excepted) and/or the intangible Assets suitably upgraded subject to the relevant standards as at the date the vendor takes control of and/ or first uses the Assets and during the entire term.
 - (iii) Take such steps as may be recommended by the manufacturer of the Assets or as may be necessary to use the Assets in a safe manner.
 - (iv) Train the team which will be in place during hand-holding and will be responsible for trouble shooting all post-implementation and maintenance activities.
- (b) Required Service Level from vendor
 - Measurable service level.

Parameter	Formula	Baseline	Penalty	Example	Measurement
Average System Uptime Time period for which the specified IT Components are available to the internal and external users of the system averaged for all locations	System Uptime = (1- {[(A)/(8 - C)]*100}) Where A= Time for which system is down B = Total Time C= Scheduled downtime Total Time will be calculated based on hours as mentioned in Point b) above in this section	98.0%	0.1% of TCV for drop in Service level by every 1% on a pro rata basis	If Average System Uptime is 95.0%, total penalty calculation is as follows: Total drop in service level = (99.0 - 95.0) = 4% Total penalty = (4/1 %)*0.1 = 0.4% TCV	This includes Servers, storage, Backup, LAN, OS, Network any other IT infrastructure, their sub- components etc in the existing infrastructure of the Department as part of this Project at the locations



- (ii) The vendor will manage SLA through reports, measurement, alerting and escalation.
- (iii) Not, knowingly or negligently use or permit any of the Assets to be used in contravention of any statutory provisions or regulation or in any way contrary to law; and
- (iv) Use the Assets exclusively for the purpose of providing the services as appropriate; and
- (v) Not sell, offer for sale, assign, mortgage, encumbrance, pledge, sub-let or lend out any of the Assets; and
- (vi) Use the Assets only in accordance with the terms hereof and those contained in the SLAs; and
- (vii) Obtain a sign off from Department or its nominated agency at each stage as is essential to close each of the above considerations.
- ITSM Software:- IT Service Management software to provide ITIL based services of Service Desk and Asset Management. The functional, operational and technical details of software should qualify requirements at Annexure-3.
- Help Desk:- The vendor has to support with a help desk with sufficient man power to.
 - (a) Manage ITIL aligned Incident/Problem/Change and Request Fulfillment processes.
 - (b) Implement organization service support processes through Service Desk Forms and Work Flow customization.
 - (c) Automatically convert support emails to requests for roaming users.
 - (d) Mobile version should support minimum of self-service service request and monitoring of service request.
- Centralized AIAMC monitoring and controlling: Headquarters, Coast Guard Region (East) at Chennai shall be the controlling & monitoring authority for AIAMC for Chennai based Coast Guard units.
 - (a) Web-based dashboard be provided to this Headquarters using ITIL compliant ITSM software should be deployed the vendor. The detailed functional, operational and technical specifications are enumerated in **Annexure-3**. Software should have integrated features to provide all services of Service Desk and Asset Management related processes. Vendor should submit relevant certification documents and valid software license proof/OEM undertaking as part of Technical Bid. Vendor should host Service Desk & Asset Management software in fully secured public/private cloud at no additional cost.
 - (b) Dashboard should provide availability of all computers status, spare availability, inventory status, complaint status etc and should be updated on daily basis by AMC personnel.
 - (c) Remarks on each complaint by resident engineer, end user, unit IT officer, vender authority, Coast Guard internal arbitration authority and Headquarters should be made available.
 - (d) Dash board, compliant creation/tracking shall be provided through two distinct user groups with independent login credentials. Each unit shall be provided with each one login for



Dash board and complaint creation/tracking respectively to manage their own assets. In addition, this Headquarters shall be provided with Dash board for entire Chennai based units.

- Submit the bill on quarterly basis as per stipulated terms conditions which will be cleared through DCDA(Navy), Chennal by a Cheque / ECS.
- 16. In case, customer is not satisfied by service provided by you and also for not able to meet the requisite criteria as mentioned above, AIAMC will be terminated after giving warning letter/notice of one month for all the ICG shore units. It is to be clearly understood that during the grace period of one month, firm will continue to provide services for repairs.
- Intimate the customer, in case firm desires to surrender before expiry of AIAMC, two months
 in advance and during that period the firm has to provide service with free of cost.
- 18. Attend the system on reporting of the defect, identify the fault, repair and restore to working condition without data loss within 24 hrs of call logged/ identifying of fault what so ever is earlier.
- 19. Provide a standby unit(s)/computer/peripherals if the defective equipment is not made serviceable within 48 hrs. from the time (Call Log timing as per the software) it becomes unserviceable. In case of printer, Standby printer should be provided of similar cartridge. In case of non-availability of similar printer, seller to provide any available printer along with minimum cartridge for yield of 2000 pages approx. In case consumption goes beyond 2000 pages, vendor to provide of printer for which cartridges are available through Annual Rate Contract (ARC) of Coast Guard. List of cartridges on existing ARC shall be provided to seller on demand.
- 20. Standby IT asset for assets under warranty: Vendor 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, vendor to provide standby IT asset and ensure user data in local hard-disk is made available in standby IT computer.
- 21. Comprehensive Liability and Replacement of Part:- The maintenance contract is fully comprehensive on-site package. The repair/replacements of all spare parts, accessories and software maintenance is included in the package. The replacement of defective/worn out scanner heads and CD writer 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. Maintenance of laptop computers will be comprehensive which will include all parts of the laptop excluding the battery. The firm is not allowed to carry the hard disk while taking the laptop to workshop for repairs. The hard disk will have to be removed and deposited with the contract operating officer of the unit. Maintenance of UPS will be comprehensive and including batteries. Any additional item provided by the firm would have to be fitted without any additional cost as the fixing charges are deemed to be included in the annual maintenance contract. During the AMC period, the Seller shall carry out all necessary servicing/repairs to the equipment/system under AIAMC at the current location of the equipment/system.
- 22. If the time taken for rectification of a fault goes beyond 48 hours of principal period without providing a standby unit, this office will reserve the right to employ another firm to get the fault rectified to avoid any further delay. The expense so incurred for the rectification will be deducted from Performance Bank Guarantee or AIAMC payment for the outstanding/subsequent period. In addition, penalty may also be levied as mentioned in Annexure-4 as deemed fit by the CG authorities.
- Complete details such as configuration, location, QC ID shall be made available in centralized ITSM software.
- Return all systems in working/ serviceable condition as per the configuration accepted in AIAMC to Coast Guard before termination of AIAMC, in working/serviceable condition as per the configuration accepted in AIAMC.

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- Bear the cost of all spares consumed and labour charges towards maintenance/defect rectification. This includes the cost of all special tools and test equipment's which may be utilized.
- 25. Not to be liable in any manner what so ever to the Customer in the event of Contractor being prevented or delayed in performance of any of its obligation under this agreement due to conditions constituting force majeure such as natural calamity, strike by Air Lines/ Railways, civil disturbances etc.
- Not to be responsible to the customer for system rendered unserviceable due to accidents/explosion, drowning and/or outside cause.
- Responsible for proper operation and maintenance of all internet connections of ICG units.

28. Quality of spares:-

- (a) OEM parts should be replaced with OEM genuine spares.
- (b) Non-OEM parts should be replaced by spares from anyone of well-known minimum pool of reputed three brands as approved by this Headquarters.
- (c) If OEM parts/repair is not feasible as approved by this Headquarters, then vendor may resort to equivalent/better Non-OEM parts/services of well-known minimum pool of reputed three brands as approved by this Headquarters.
- (d) To ensure continuation of availability of IT Assets, Coast Guard approved spares should be used as a temporary arrangement, if procurement of OEM/Equivalent spares getting delayed by more than 48 hours.
- (e) ITSM software should include spare replacement history and spare's technical specification. Web based dashboard of inventory management to be provided to this Headquarters for managing inventory stock consists of spares.
- (f) All spares have to undergo strong QC before sent to units for stock/replacement.
- (g) Each QC cleared spares shall be affixed with special QC Coast Guard hologram stickers.
- (h) Spare should be of well-known reputed pool of minimum three brands duly approved by this Headquarters.
- (j) Spares stock level should be brought up to 100% of authorized level as mentioned in Annexure-5 of Appendix-A on the first week of every month.

29. Maintenance of UPS batteries

- (a) Vendor is responsible to repair / replacement of defective batteries under warranty from OEM's. Vendor has to bear all cost such as transportation, testing, servicing charges etc.
- (c) Vendor to stock sufficient spare batteries to maintain UPS availability during repairs/replacement of batteries under warranty.
- (d) Vendor to provide standby UPS of similar rating in case of delay in repair/ replacement within 48 hrs.
- (e) UPS batteries shall be provided by ICG for non-warranty UPS batteries and vender to replace batteries.

30. Call Escalation

- (a) End user is provided with facility to place complaints in central call desk, web based interface and mobile interface.
- (b) Each complaint should be given unique complaint ID.
- (c) For unresolved/disputed complaints minimum four level of call escalation should be maintained using help desk software. At first level the resident engineer update his comments and respective unit IT officer shall provide reply comments. At second level, a senior official duly authorized by vendor shall provide his official reply. At third level, internal CG official who is authorized for internal arbitration/resolution shall provide his comments/recommendations to this Headquarters. Based on the recommendation suitable action shall be initiated.
- (d) ITSM Service desk software should provide necessary provisions to comments/remarks at each call escalation level.

31. Replacement of Fuser / Head assemblies of printer

- (a) Vendor has to replace all the consumable accessories such as fuser assembly, drum, head assemblies etc of printers other than printer cartridge. All such accessories should be of genuine spares sourced from OEM.
- (b) In case of vendor declaring obsolete/ beyond economical repairs, Coast Guard may insist AIAMC firms to produce defect/obsolescence certificate from OEM authorized service center at venders cost. If OEM authorized service is not available at Chennai, then certificate from reputed other service center may be produced. In any case Coast Guard approval for service center is essential prior obtaining of such certificates. However, decision on acceptance of vendor declaration is at the sole discretion of Coast Guard. Vendor should continue to provide standby printer/ assets till such time final resolution is provided by Coast Guard.

32. Support for Afloat units

- (a) One qualified service engineer and adequate quantity of CG QC cleared spares shall be placed inside Chennai port trust at PRT (East) office of Coast Guard.
- (b) One resident engineer shall be made available during 0830 hrs to 1730 hrs at RHQ (East)/ICGS (CH) on Sunday /Holidays. He shall support nearby CG units of ships, RHQ(East) and ICGS (CH).
- (c) Ship shall be removed from AIAMC if not available at Chennai for more than 02 months and shall be included on return to Chennai.
- (d) Any addition of unit/ship at Chennai shall be included in AIAMC with same terms and condition.

33. Antivirus Support

- (a) Venders 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) Vender shall maintain server based antivirus deployment. Search support includes installation, configuration, regular patch update, backup and recovery etc. Vender shall obtain available support from OEM directly on behalf of Coast Guard.

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- (c) Coast Guard IT in-charge of respective units is responsible for patch updates for standalone antivirus installation. Venders shall handover regular antivirus patches to Coast Guard IT in-charges of respective CG units.
- (d) Venders shall provide installation of antivirus, support for virus incidents of both servers based and standalone installations
- 34. <u>Sealing of computer and accessories, Asset id and QC stickers</u>: Tamper proof stickers may be affixed as sealing on each IT asset. Each asset should be given a unique ID. Water proof and scratch proof stickers carrying unique Asset ID should be affixed at two places of each IT asset. QC stickers should be made of good quality stickers embossed with this Headquarters logo.
- 35. Working time for resident engineers/personnel: Regular weekday working hour is 0830 Hrs -1730 hrs (Mon-Friday). One resident engineer should be positioned at RHQ(E)/ICGS Chennai during weekend (Sat & Sunday) and holidays providing support of urgent/important in nature. All resident engineers should be available in case of extended working hours/working days at no additional cost.
- 36. Data loss in Hard disk: 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. Vendor may undertake every possible effort for data recovery.
- Security Gate pass: Vendor has to pay nominal gate pass charges at Chennal Port Trust for entry of AMC personnel. Coast Guard shall provide necessary security clearance and facilitate in obtaining security gate pass.
- OEM Service Certificate: In case of OEM spare/repair is not feasible/advisable, the relevant OEM Service Certificate should be produced for brands having OEM Service Centers at Chennai. Vendor to provide standby unit/spares till such time certificate is produced.



Annexure 1 (Refers to Appendix 'A')

LIST OF IT ASSETS FOR AIAMC

SI.	List of Items	Denom	Qty
1.	Server	Nos.	24
2.	Desktop Computer	Nos.	480
3.	Laptop	Nos.	24
4.	Dot Matrix Printer	Nos.	5
5.	Deskjet/Inkjet	Nos.	70
6.	LaserJet	Nos.	240
7,	Scanner	Nos.	40
8.	MFD	Nos.	40
9.	UPS 500-800VA and above	Nos.	420
10.	UPS 1KVA and above	Nos	36
11.	LAN switch	Nos.	59
12.	Service Desk Support	Nos.	1
13.	Domain Engineer	Nos.	1
14.	Service Engineer	Nos.	5
15.	Service Manager	Nos.	1
6.	Network Engineer	Nos.	1

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Annexure - 2 (Refers to Appendix 'A')

LIST OF RESIDENT ENGINEERS/PERSONNEL

SI	Unit	Location	Skill set	Qty
	RHQ(E)	On-site	Service Engineer	01
(a) (b)	RHQ(E) for all units & Regional Server Room	On-site	Windows Domain & System Administrator-II for Regional Server Room. Engineer should be suitably qualified in MCITP/MCSE.	01
(c)	RHQ(E) for all units	On-site	Network Engineer of CCNA/ CCNP qualified	01
(d)	RHQ(E) for all units	On-site	Service Manager	01
(e)	DHQ-5	On-site	Service Engineer	01
(f)	CGAS(CH)	On-site	Service Engineer	01
(g)	BMU(CH), ICGSMA & CGSD(CH)	On-site	Service Engineer	01
(h)	Ships and PRT(E)	On-site	Service Engineer	01
(j)	RHQ(E)	On-site	Service Desk Support	01



TECHNICAL SPECIFICATION FOR IT SERVICES MANAGEMENT (ITSM) SOFTWARE

- ITSM software should support Asset Lifecycle Management and Service Desk as prescribed by 'Information Technology Infrastructure Library (ITIL)' standards. ITIL is the most widely accepted approach to IT service management in the world. ITIL provides a cohesive set of best practice, drawn from the public and private sectors internationally.
- The ITSM software should be an enterprise-grade IT Service Management System that support
 end-to-end IT Service Management functionality through a modular and seamlessly integrated
 package and includes Service Desk, Asset Lifecycle Management, and Service Automation. It should
 assist the vendor to align their IT service management delivery with Coast Guard organizational
 process and helps to continuously monitor and improve IT services delivery.
- 3. The ITSM software should support following conditions in addition to para 2,3 above:
 - (a) ITSM software should hold current and valid certification issued by ITIL body authorized Licensed Software Assessors, preferably by PinkVerify™. Alternatively, vendor could deploy ITIL compliant open source software such as GLPI, duly configured to meet Coast Guard requirements.
 - (b) It should be certified for minimum three processes of Incident Management (IM), Problem Management (PM) and Request Fulfillment (RF).
 - (c) In addition to para 3(b) above, it should have integrated features to support Service Asset & Configuration Management (SACM), Knowledge Management (KM).
- Asset Lifecycle Management module should provide following services:
 - (a) Discover and manage heterogeneous assets using standard protocols.
 - (b) Stay in control of all the inventory information including any changes to the base lined inventory.
 - (c) Map assets with additional fields like an inventory-tag, Warranty period, AMC period, Location, Service provider.
 - (d) Manage asset Control, organize, centralize and up-to-date the information, and use the appropriate information to make critical and key business decisions. Track assets from procurement to retirement.
 - Get detailed inventory and asset reports in standard document formats.
 - Integrate the ITSM process seamlessly with service desk.
- Service Desk module should support following services:
 - (a) Manage ITIL aligned Incident/Problem/Change and Request Fulfillment processes.
 - (b) Seamlessly integrate with directory services like Active Directory, Open LDAP.
 - (c) Implement organization service support processes through Service Desk Forms and Work Flow customization.

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- (d) Implement approval processes through approval mechanisms in the workflow.
- (e) Automate tasks using pre and post action controls during workflow state movement.
- (f) Manage SLA through reports, measurement, alerting and escalation.
- (g) Manage service offerings through Service Catalogue.
- (h) Use an integrated Knowledge Base to publish KB Articles to users.
- Automatically convert support emails to requests for roaming users.
- (k) Self-service portal based on web and mobile.
- Mobile version should support minimum of self-service service request and monitoring of service request.
- (m) Integrated with manned Call Desk.
- ITSM software to be deployed and maintained at data centers of ISO 27001 certified managed service providers. Vendor should be in position to deploy the same software at customer private network with no additional cost.
- 7. Vendor should have deployed the same software for atleast one customer having atleast 100 computers for duration of minimum one year during the past three years. Otherwise, Vendor should have obtained technical support for installation, maintenance, Coast Guard specific customization from OEM/Authorized Partner for the duration of this contract. Proof for previous deployment of ITSM software/Undertaking by ITSM Software OEM for required support should be provided as part of technical bid.
- Vendor shall collect, analyze, reformat data from Customer/On-site and subsequently initiate, configure, maintain 'Configuration management database (CMDB)' of ITSM Software.
- Dashboard should provide availability of all computers status, spare availability, IT Asset inventory status, complaint status etc. and should be updated on daily basis by vendor/resident engineers. Failure to update daily status shall be liable for penalty.
- Software shall be customized by Vendor to meet the requirements before commencement of AMC.
- 11. Each CG units shall be given two dedicated login credentials for unit level dashboard and create/manage service request respectively. In addition, during working hours centralized call desk should be provided. Each complaint should be assigned unique complaint ID. For asset related complaints the system should enforce users to enter asset ID. Dashboard at this Headquarters shall provide entire IT inventory status.
- Training on ITSM software features shall be given to Coast Guard personnel during the initiation of contract and subsequently as per the requirement projected by Coast Guard.
- During Technical Evaluation, vendor should provide demonstration of all the above mentioned features.



DETAILS OF PENALTY CLAUSES

- Computer not repaired for more than 48 hours or seven days in case of suitable standby units provided whichever is later - Rs 200 Per day.
- Printer and other IT assets not repaired for more than 48 hours or seven days in case of suitable standby units provided whichever is later - Rs 100 Per day.
- 3. Server not repaired for more than 48 hours or seven days in case of suitable standby units provided whichever is later Rs 500 Per day .
- 4. Failure to maintain spares stock level Rs 1000/- per day (List of required spares as per Para(1) Annexure-5 of Appendix-A. Stock level to be maintained as per the agreement and under no circumstances stock level to dip below 50% of authorized level. 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)
- Late reporting to work Rs. 500/- Per day (Service engineers need to report for work at 0830 hrs. In a month maximum ten late reporting is permissible for entire resident engineer subject to maximum 03 late reporting per Coast Guard units).
- In the event of service engineer/service manager remaining absent/on leave without substitute there of - Rs 500/ for each day of absence,
- In the event of network engineer/ windows domain engineer remaining absent/on leave without substitute there of - Rs 1500/ for each day of absence.
- 8. Failure to maintain/renew/extend performance bank guarantee Rs 1000/- per day (PBG should be restored to 100% if it is dip below 70% within 10 days. PBG should not fall below 60%. In case of AIAMC extension, PBG should be renewed for the same value irrespective viz-a-viz of period of such extension, i.e pro-rata not applicable. Coast Guard not mandated to return PBG before the expiry of initial validity period, and it is the responsibility of vendor to arrange PBG accordingly without any break in PBG availability).
- ITSM software should be updated on daily basis by AMC personnel/Vendor. Failure to update

 Rs.500 per day. (ITSM dashboard should be updated as per Para-9, Annexure-3 of Appendix-A).
- 10. ITSM portal should be available on 365x24x7 during the entire contract period with minimum availability of 99%. Non-availability of ITSM Portal for more than 24 hours Rs.1000 per day. Mutually agreed maintenance periods and other justifiable circumstances as accepted by Coast Guard are exempted.
- Failure to provide or discontinuation or unavailability of software features as per Annexure-3 of Appendix-A shall invite penalty of Rs. 1000 per day.
- 12. When the system is down continuously for more than 48 hours, alternate facilities, should be provided by vendor. In case the vendor is not in a position to provide alternative facility customer shall have the right to exercise 'Risk & Expense' clause of agreement without effecting the contractors' obligations for maintenance of the systems under the contract. Penalty of Rs. 250.00 per day per system other than computer/ printer/ server shall be applicable.

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- All penalty amounts may be deducted from outstanding bills/Performance Bank Guarantee as applicable.
- 14. It may also be noted that in case of vender backing out in mid-stream without any explicit consent of Coast Guard, the vender will be liable to recovery at higher rates vis- a- vis those contracted with, which may have to be incurred by Coast Guard on maintenance of IT inventory for the balance period of contract by alternative means.
- Under no circumstances, on each occasion the cumulative continuous penalty total shall not exceed 5% of the contract value.
- Coast Guard at its discretion may entirely/partly waive-off penalty under justifiable circumstances.
- 17. Preventive maintenance will be carried out once in quarter and if preventive maintenance is not carried out in any quarter or partially carried out, the item wise AIAMC rates will be deducted from the claim of the particular quarter. In addition, 2% of the contract value for the respective quarter will also be deducted as LD or penalty of Rs.500 per system whichever is deemed fit. The continuance of AIAMC from that point will be subjected to review.

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LIST OF SPARES

Vendor shall maintain required good quality spares at various CG units after undergoing QC at this Headquarters. Requirement of spares are as following:

SI	Unit	Pr	МВ	Me	HDD	Mon	КВ	Mou	SM	LC
(a)	RHQ(E)	03	05	08	04	02	08	08	05	05
(b)	DHQ-5	01	01	02	02	01	03	03	02	02
(c)	CGAS(CH)	01	02	02	02	02	03	03	02	02
(d)	BMU(CH)/CGSMA	01	01	02	02		01	01	01	**
(e)	CGSD(CH)	01	02	02	02	02	02	02	02	02
(f)	Ships and PRT(E)	02	02	05	03	02	03	03	03	03
(g)	Authorised Total-100%	09	13	21	15	09	20	20	15	14
(h)	MSL[5]- 60%	06	08	13	09	06	12	12	09	09
(j)	Limit-50%	04	06	10	07	04	10	10	07	07

Legend: Pr-Processor, MB-Motherboard, Mem-Memory, HDD-Hard disk, Mon-TFT Monitor, KB-Keyboard, Mou-Optical Mouse, SM-SMPS, LC-LAN Card.

Note:

[1] - MSL-Minimum Stock Level. Stock of spares units should not be allowed to go below MSL, MSL for spares is 60%. On MSL, items to be reordered and replenished to Maximum level within five working days. Stock level should not be allowed to go below 50% of Authorised level for spares.

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FORMAT FOR TECHNICAL BID

- 1. The Technical Bid should consist of the documents in the sequence given below-
 - (a) Index page indicating the technical bid contents with appropriate page numbers.
 - (b) The Vendor Compliance Report & Information at Appendix-E along with the required supporting documents in the same sequence.
 - (c) The Compliance matrix for Technical Evaluation Criteria stated at Appendix-C along with the required supporting documents in the same sequence.
 - (d) Assumptions, Exclusions, Concessions, Deviations on the <u>Standard</u> and <u>Special</u> <u>Conditions</u> of Tender Enquiry.
 - (e) Any additional relevant document on Company Profile, Employee Profile etc not exceeding 10 pages.

Note: Technical Bids not submitted in accordance with above format would be rejected.



TECHNICAL EVALUATION COMPLIANCE MATRIX

SI	Para of T.E	Criteria	Compliance (Yes/No)	Reasons for Non-	Supporting Documents
	Part -I	General Information	(,,,,,	compliance	Documents
(a)	10	Forwarding of Bids			
(b)	10	(a) (b) (c) (d) As per (e) (f)			Attach Photocopies
(c)	14	Right of Acceptance or Rejection of Tender			
(d)	16	Validity of Offer : 90 Days			
(e)	17	EMD deposit			
	Part II	Essential Details of Items/ Services Required			
(f)	18-26	Scope of work, Compliance to Specifications table			
	Part III	Standard condition of tender enquiry			
(g)	27	Law			
(h)	28	Effective Date of the Contract			
(j)	29	Arbitration			
(k)	30	Penalty for use of undue influence			
(l)	31	Agent/agency Commission			
(m)	32	Access to Books of Accounts			
(n)	33	Non-disclosure of Contract documents			
(p)	34-35	Liquidated Damages, Down time delays, Absenteeism, termination of Contract			
(p)	36	Notices			
(r)	37	Transfer and sub- letting			
(s)	39	Amendments			
(t)	40	Taxes and Duties			
0.	Part IV	Special Conditions			



(u)	42	Performance bond/ bank guarantee, security deposit	
(v)	43	Option clause	
(w)	45	Tolerance clause	
(x)	46	Payment Terms	
(y)	47	Advance Payments	
(z)	48	Paying Authority	
(aa)	49-50	Fall Clause, Premature termination of Contract	
(ab)	52	Risk & Expense clause	
(ac)	53	Force Majeure	
(ae)	56	OEM Certificate	
(af)	64	Quality Assurance	
(ag)	65	Inspection	
(ah)	69-71	Claims, Warranty, Confidentiality	

Note: In case necessary documentary proofs are not enclosed the firm would be rejected during Technical Evaluation.

Signature with date & Stamp of Firm



FORMAT FOR COMMERCIAL BIDS FOR AIAMC OF IT ASSETS

SI	List of Items ^[1]	Deno.	Qty (estimated)	Unit Price	Total Price
1	Server ^[3]	Nos.	24		
2	Desktop Computer	Nos.	480		
3	Laptop	Nos.	24		
4	Dot Matrix Printer	Nos.	5		
5	Desk Jet/Inkjet Printer	Nos.	70		
6	LaserJet Printer	Nos.	240		
7	Scanner	Nos.	40		
8	MFD	Nos.	40		
9	UPS 500-800 VA	Nos.	420		
10	UPS 1KVA and above	Nos.	36		
11	LAN Switch	Nos.	59		
12	Service Desk Support	Nos.	1		
Res	ident Engineers/Personne	ıl.			
13	Windows Domain Engineer	Nos.	1		
14	Network Engineer	Nos.	1		
15	Service Engineer	Nos.	5		
16	Service Manager ^[2]	Nos.	1		
17	Service Tax				
18	Any other Taxes				

- [1] List of IT inventory and technical specifications for each item shall be provided in softcopy.
- [2] The Service Manager is responsible to provide supports that includes installation, repair, configuration, maintenance, backup & restoration of Microsoft Server/Desktop infrastructure related identity management, systems management, virtualization, storage, networking and operating systems. Also includes installation, repair, configuration, maintenance, backup & restoration of Local Area Networking and related networking accessories. ITSM software customization, deployment and maintenance included. Resident Network Engineer shall support IT team of Coast Guard in planning, designing, implementation of various network/Microsoft Domain related activities. The Service Manager shall take the services of available onsite resources provided by the vendor and also backend technical resources available with the vendor to deliver the above mentioned IT services.
- [3] Back to back one-year OEM warranty of servers to be obtained by vender for 03-HP Rack Servers and 01-HCL Tower Server.



Appendix E

VENDOR COMPLIANCE REPORT& INFORMATION

<u>SI.</u>	<u>Particulars</u>	Compliance (Yes/No)	Supporting Documents
1.	The Bidder should be registered under the Companies Act, 1956, should have registered offices in India and should be in existence in India for at least the last 3 years, as on 31st December 2017. The Bidder should have an office in Chennai. One person at the local office to be designated as a local point of contact for the Department. At least 10 resources of the Company should be based out of this Office.		Declaration Letter for Office located in Chennai with required number of people (at least 10) or the declaration for opening an office within 30 days of signing the contract
2.	The Bidder should be engaged in IT related activities / services for at least last 3 years as on 31st Mar 2018. IT related activities/ services should mean Projects involving supply of hardware, providing networking support, providing operational and maintenance services for IT infrastructure.		Full Copy of Work order for Engagement in IT related activities/ services for at least 3 years as on 31/03/2018
3.	The Bidder must have on its roll IT staff of at least 100 professionally qualified personnel (relevant degree holders B.Tech/ B.E / MCA / M.Tech / MBA) or equivalent.		A letter from HR head for Staff with relevant degree (B.Tech / B.E / MCA / M.Tech / MBA or equivalent) on rolls of Bidder
4.	The Bidder should have minimum average turnover of Rs. 50 Crores from IT Services (supply of hardware, providing networking support, operational and maintenance services for IT infrastructure) over the last 3 audited financial years and a minimum annual turnover of Rs. 10 Crores from IT Services in each of the last three audited financial years (FY 15-16, FY 16-17, FY 17-18).		Audited Financial Statement and Statutory Auditor Certificate for IT Turnover
5.	The Bidder should have positive net worth (measured as paid-up capital plus free reserves) and should be a profit making company for each of the last three audited financial years. Solvency certificate from State owned bank for estimated contract value of Rs. 44 Lakhs should be produced in case of profit making is for any two audited years only.		Audited Financial Statement and Statutory Auditor Certificate for Net worth
6.	The Bidder (or partner providing the System Integration component of scope of work) should have experience of at least THREE Projects in the last 5 years (as on		Supporting Documents for verifying experience in System Integration



<u>SI.</u>	<u>Particulars</u>	Compliance (Yes/No)	Supporting Documents
	date of Submission of Bid). The Bidder's scope of work in each of the 3 Projects should include at least 3 of the following components: (a) Hardware procurement, deployment, commissioning at 10 or more locations (b) Networking (LAN / WAN) (c) Operations and maintenance of IT infrastructure. The 3 Projects put together should demonstrate experience of having completed all the 4 components above. Aggregate value of all 3 Projects should be at least Rs 2 Crores. Minimum value of each Project to be at least Rs. 25 Lakhs.		
7.	The Bidder should not be banned from participating in any of the Government in India as on date of submission of the Bid. Government in India refers to Government Departments, Public Sector Undertakings of the Government, Statutory Boards formed by the Government, Local Bodies, Co-operative Institutions, Universities and Societies formed by the Government.		Self-declaration letter from the authorized signatory of the Company
8.	The Bidder should have an active -ISO 9001: 2000 or higher quality certification -ISO 20000/ 27001 or higher Information Security certification as on date of submission of Bid.		Copy of the certificates
9.	Declaration of no Conflict of Interest.		To be produced as per the format prescribed
10.	Non-disclosure Agreement.		To be produced as per the format prescribed
11.	05 Microsoft Certified Solutions Expert (MCSE)/ Microsoft Certified IT Professionals (MCITP) with minimum 02 years experience after certification. Vendor may provide MoU with other certified firm to provide L2/ L3 support. Copy of undertaking from support partner should be provided as part of Technical Bid.		
12.	05 CISCO Certified minimum 02 years experience after certification.		
13.	Minimum 02 ITIL foundation level certified people must be in the pay role of the organization to manage and operate the ITSM tools.		
14.	24x7x365 helpdesk services availability through toll-free phone and website/email ticketing for at least since past 01 year.		



<u>SI.</u>	<u>Particulars</u>	Compliance (Yes/No)	Supporting Documents
15.	Experience in deployment of Helpdesk Services based on ITIL compliance software duly certified by Pink Verify.		
16.	Service Tax No.		
17.	GST Registration No.		
18.	Firm has ESIC registration No.		
19.	Firm has EPF registration No.		
20.	Firm has TIN Number		
21.	Firm has PAN Number		

Note:

For serial 11 to 13, A 'Certificate of Undertaking' from HR department stating that authenticity of information and all relevant documents shall be made available on demand by inspecting authorities. Such certificate is to be countersigned by tender submitting authority from vendor.

