



**EG & IT Division
Ministry of External Affairs**

NOTICE INVITING E-TENDER

for

**Annual Maintenance Contract for computers and peripherals, servers and
network equipment and internet cabling work in the Ministry**

Tender No: Q/Comp/885/12/2019	
Critical Dates:	
Date of Publishing	08.08.2019 (17:00 hrs.)
Bid Document Download Start Date	09.08.2019 (09:00 hrs.)
Clarification Start Date	09.08.2019 (15:00 hrs.)
Clarification End Date	23.08.2019 (17:30 hrs.)
Bid Submission Start Date (Online)	12.08.2019 (09:00 hrs.)
Bid Submission End Date(Online)	29.08.2019 (10:30 hrs.)
Date of Technical Bid Opening(Online)	30.08.2019 (10:30 hrs.)
Date of Financial Bid Opening(Online)	04.09.2019 (14:30 hrs.)
EMD to be submitted in the form of Demand draft Rs. 1,50,000/- in favour of "Pay & Accounts Officer, Ministry Of External Affairs, New Delhi" by 1030 Hrs on 28/08/2019	

Manual bids shall not be accepted. The bid shall be submitted online only at
Central Public Procurement Portal Website i.e.
<http://eprocure.gov.in/eprocure/app>.

E-Governance & Information Technology Division
Ministry of External Affairs
Jawaharlal Nehru Bhawan, 23-D Janpath,
New Delhi, INDIA

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SECTION –I

INVITATION FOR ONLINE BIDS (IFB)

1. Notice Inviting E-Tender:-Online bids are invited from reputed Firms/Companies engaged in providing maintenance services for the following:

- Annual Maintenance Contract for Computers/Laptops/Printers/Servers/ UTMs/ FMs/ UPS and other IT related peripherals installed in various offices located at South Block, Jawaharlal Nehru Bhawan, Akbar Bhawan, ISIL Building, Patiala House, ShastriBhawan, Pravasi Bharatiya Kendra (PBK), FSI building ,and other buildings of the Ministry of External Affairs in New Delhi and at the residences of entitled officers within the National Capital Region (NCR);
- Repair and Laying of Internet cable in various offices of the Ministry of External Affairs in New Delhi;

iii. The two bid system (Technical and Financial) shall be followed for this tender.

• **General Scope of Work:-**

- The Annual Maintenance Contract (AMC) shall cover the maintenance of the IT hardware and software infrastructure and internet cabling work of the Ministry. This will include maintenance and troubleshooting of Linux /Windows/Mac based computers, maintenance of switches, Unified Threat Management (UTMs) Devices, Servers, Firewall Managers (FMs) and also coordination with OEM/Firms for support of IT devices and also coordination with OEM/Firms for support of IT devices which are under warranty. An indicative list of IT equipments in the Ministry is attached at “Annexure-I”. The number of equipments may vary during

the contract period since older/dysfunctional equipment continue to be disposed-off and new equipment purchased by the Ministry;

- The contract includes maintenance of hardware and software and repair /laying of Internet cables. The software maintenance includes, but is not limited to, troubleshooting, re-configuration, re-formatting and re-installation of operating systems (Windows, Linux, Mac, etc.); servers; browsers; email clients; office software; virtual machines; antivirus; data retrieval and installation / configuration / removal of any other software approved by the Ministry. It also includes identification and removal of malware, that are not detected by anti-virus software from the computer system. Before installations of any software/hardware, vendor has to ensure that there is no malware or bug. The contractor is also responsible for timely anti-virus upgradation on the IT systems of the Ministry.
- The contractor shall provide twenty two (22) engineers/technicians on all working days from 0900 hrs to 1730 hrs. Out of these, five shall be Senior Engineers with B.E./B.Tech with minimum two years of relevant experience. The two senior engineers out of the five should have at least certified diploma in Network/System administration in addition to B.E./B.Tech Degree. These five senior engineers will be interviewed by the committee appointed by the Ministry for their suitability and technical efficacy. These senior engineers will be responsible for leading the teams stationed at JNB, South Block, Akbar Bhawan/PravasiBharatiya Kendra (PBK), Patiala House, and ShastriBhawan and will be responsible for maintenance & troubleshooting in IT devices which needs technical acumen of higher level. The rest of the engineers/technicians shall have minimum qualification of 3-year diploma in Computer/IT/ICT/Electronics Engineering or BCA/B.Sc(IT)/M.Sc(CS)/MCA/B.Tech, with minimum 2 years of experience in maintenance/repair of IT equipment; software trouble-shooting; internet cabling etc. All tools required for the maintenance shall be made available by the contractor at the Ministry;
- The engineers/technicians deployed shall be Indian citizens only and shall be required to report on all working days at 0900 hrs, and if and when required on a non-working day, and shall sign the attendance register everyday kept at the Ministry. All the engineers/technicians deployed by the contractor shall be under the control and supervision of US(Computer), Ministry of External Affairs, Jawaharlal Nehru Bhawan, New Delhi hereinafter referred to as the Coordinator or any other person authorized by the Ministry;
- The team of engineers/technicians deployed shall include at least three persons with expertise & experience of laying/repairing of network cabling. The tools (crimping, optical splicing, LAN cable tester, and other testing tools such as Digital multi-meter, OTDR etc.) shall be made available by the contractor at the Ministry;

- The engineers/ technicians shall work under the instructions of the coordinator or any person authorized by the Ministry and shall submit complaint sheets to such person for each complaint attended by them. The complaint sheet shall clearly define the nature of complaint, location of office and time taken for rectification of a complaint. The engineers are also required to get the complaint sheets signed by the respective end users, who shall rate the quality and promptness of service. The contractor shall provide a computerized network based system for logging and monitoring of complaints within one month from the date of the award of the contract;
- The engineers/technicians shall be equipped with Mobile phones to ensure their availability. An amount at the rate of 0.02% of the annual contract value shall be deducted for each day of absence/leave of Service Engineer/Technician, without the contractor providing a substitute;
- A complaint shall be attended to within one hour and in exceptional cases within two hours. As far as possible, the repairs shall be carried out on-site itself. The equipment shall have to be repaired in-house and in no case shall it be taken out of the building without prior written authorisation of the coordinator. Hard-Disks shall not be taken out of the Ministry's building under any circumstances;
- The contract shall include rectification of all Hardware and Software problems. The engineers shall have to ensure that all calls are attended within 1 (one) Hour and the maximum time for repair of any system shall be up to two working days. In case of failure to do so, a penalty shall be charged for downtime at the rate of Rs. 200/- (Rupees two hundred only) per day or part thereof beyond the demarked time limit (48 hours from the time a complaint was lodged);
- The maintenance and repair shall include replacement of parts whenever necessary up to a value of Rs 2500/- excluding GST in each case. This shall, however, not apply to consumables and new internet cabling work. The criteria of Rs2500/- shall apply to each item (mouse, key board, power-supply unit, patch cable, RJ-45 connector, etc, even if more than one item are required for repair of any single unit/system). This shall also apply to the repair/replacement of items that may be physically damaged/burnt. The defective equipment/item/part shall be replaced by the equipment/item/part of the same specification and in case, these are not available, the higher specification, acceptable to the Ministry, shall have to be installed. In no case, shall the defective equipment/item/part be replaced by old spares. The details of the defective equipment/item/part of those, which are replaced, will be specified in the maintenance record;
- Any other maintenance work to be undertaken related to the Computers/peripherals;

- The contractor, if required, shall tie-up with the Original Equipment Manufacturers (OEMs) to facilitate repair and maintenance of specialised equipment;
 - The contractor shall carry out preventive maintenance of each machine once in every three months, in order to forestall any major failure of the same. The preventive maintenance shall include physical cleaning of the equipment (both from outside and inside after opening of the system/unit); system cleaning; software updates and system hardening as directed by the coordinator. A Preventive Maintenance Report shall be submitted to the coordinator every quarter. A penalty of Rs. 25/- per equipment not attended to under preventive maintenance, shall be levied;
 - The necessary support for maintaining malware free computer environment in the Ministry and help in upgrading the Software/Virus Detection Mechanism shall be provided by the contractor;
 - The contractor shall maintain Division-wise/Section-wise list of all the hardware as per Performa prescribed by the Ministry and update the same every quarter. Separate maintenance records for each hardware equipment shall be maintained and unique ID would be given and the list of inventory should be handed over to the official of eG&IT.
 - To provide original OEMs and maintain the required drivers (CDs & Floppies) for maintaining the equipment;
 - The contractor shall coordinate with O.E.M. for the repair/maintenance of under-warranty items (existing or purchased after signing of the contract);
 - The Contractor shall ensure that the engineers/technicians are present in appropriate attire and possess valid ID cards on all working days and when required on a non-working day. In case of engineers/technicians going on leave, alternate arrangements shall be made well in advance under prior intimation to the coordinator;
 - Maintenance and service of servers located at various offices of the Ministry.
- **Two Bid System (Technical and Financial):**
 - The two bid system (Technical and Financial) shall be followed for this tender. In this system, the bidder shall submit offer online only at Central Public Procurement Portal Website : <http://eprocure.gov.in/eprocure/app>. Manual bids will not be accepted under any circumstances.

- The bids shall be valid for a minimum of 180 days from the last date of submission of bids. A bid for a shorter period shall stand rejected.
- The technical bids shall be opened on the appointed date at 2:30 PM. After scrutiny of technical bids, the Ministry shall shortlist the eligible bidders and inform them of the date and time of opening of the Financial Bids;
- The Ministry reserves the right to reduce or increase the number of items offered for maintenance contract during the currency of AMC;
- All documents submitted shall be numbered and self-attested with the seal of the bidder;
- The rate quoted shall be net (exclusive of applicable taxes) and no discount, free services/offers quoted shall be considered;
- Unrealistic rates quoted by the bidders shall not be considered. Therefore, bidders are required to quote realistic rates keeping in view the cost of deployment of service engineers including statutory compliance on the part of bidding firm on account of (i) Payment of latest notified Minimum Wages by the Govt. of NCT of Delhi applicable for skilled/qualified person; (ii) ESI; (iii) EPF; (iv) EDLI & Admin. Charges; (v) GST; (vi) Bonus; etc.
- This tender is not transferable;
- Consortium, Joint Venture, subletting, sub-contracting or hiring services of other entity for execution of the Services under this tender is not allowed;
- Mere quoting lowest rate shall not amount to commitment on the part of Ministry for award of contract;
- In case the date of opening of tender is declared a holiday for unexpected reasons, the tender shall be opened same time on the next working day;
- The Ministry reserves the right to reject one or all of the bids without assigning any reason;
- The online bids (complete in all respects) must be uploaded online in two covers (Technical and Financial Bids) as explained below :

"Technical Bid" (following documents to be uploaded Serial-wise online in .pdf format)

Sl.No/Document	File Type
i. EMD of Rs. 1,50,000/- (Rs. One lakh Fifty Thousand only) (scanned copy) and Bank Details (certified copy) ;	.pdf
ii. The bidder should be in existence for over 10 years in the business of such annual maintenance contracts. Also, the bidder should have successfully completed two AMC contracts of worth more than Rs. 25 Lakhs per annum with Government Department in Delhi NCR during the last 3 years;	.pdf
iii.Audited balance sheets for last three years;	.pdf
iv.The bidder also shall have expertise and experience in LAN troubleshooting. The bidder shall have executed satisfactorily minimum one Annual Maintenance Contract of more than 900 Computers connected in LAN under Novell/Window NT environment for at least two years consecutively. A Performance Certificate to this effect from Government Departments shall be furnished;	.pdf
v.The bidder shall have GSTIN, PAN, TAN, ESIC &EPFO Registration.The firm/company shall have ISO 9001:2015, ISO 20000:2011 and ISO 27001:2013 or latest certification. The bidder shall submit self-attested photocopies of these documents;	.pdf
vi. The bidder must attached tender specific back to back support letter from preferably two OEMs, HP and Dell.	.pdf
vii.The bidder shall produce the self-attested photocopies of Income Tax Returns for the last three financial years;	.pdf
viii.The bidder shall furnish a list of companies, organization including foreign companies in India, foreign embassies with whom they have a professional relationship such as carrying out repairs/AMC/internet cabling work either current or in the past;	.pdf

<p>ix.Any information/data/credentials that the bidder or any of his employees may come to possess or acquire during the course of their work shall not be disclosed to any one in any form and the relevant portions of the Official Secrets Act shall be applicable. The bidder shall submit an undertaking in this regard;</p>	.pdf
<p>x. The bidder must have toll free number (24X7)</p>	.pdf
<p>xi. The bidder shall undertake on stamp paper that</p> <p>(i) he agrees to terms &conditions of tender document;</p> <p>(ii) The rates quoted are realistic keeping in view the cost of deployment of service engineers including statutory compliance on the part of bidding firm on account of (a) Payment of latest notified Minimum Wages by the Govt. of NCT of Delhi applicable for skilled/qualified person; (b) ESI; (c) EPF; (d) EDLI &Admin. Charges; (e) GST; (f) Bonus; etc.</p> <p>(iii) The company is neither blacklisted by any Government department nor is any criminal case registered against the bidder / organisation or its owner or partner anywhere in India.</p> <p>(iv) Documents submitted by the company are genuine and if found fake /duplicate, the bid / contract will be cancelled and the company will be debarred from future contracts of MEA.</p>	.pdf

3.14 "Financial Bid"

The rate may be quoted on comprehensive basis for Annual Maintenance Contract of the indicative list of equipment's (specified in Annexure I) and laying/repair of internet cabling in the Ministry of External Affairs in the prescribed Performa at Annexure-II with proper seal and signature of bidder/authorized person.

- Tenderer/Bidders are advised to follow the instructions provided in the '**Instruction to Tenderer**' specified at Annexure-V of this Tender document fore-submission of the bids online through Central Public Procurement Portal Website: <http://eprocure.gov.in/eprocure/app> before proceeding with the tender;

•All documents as per tender requirement shall be uploaded online through Central Public Procurement Portal Website: <http://eprocure.gov.in/eprocure/app> and further **no documents will be accepted offline.**

- Bidders not submitting any of the required documents online will be summarily rejected;
 - Both technical and financial bid are to be submitted concurrently duly digitally signed on the Central Public Procurement Portal;
 - The bidders shall have a valid digital signature certificate for participation in the online tender. The cost of digital signatures, if any, will be borne by respective tenderer;
 - Prospective bidders are accordingly advised to go through instructions provided at Central Public Procurement Portal;
- vii. The original hard copy of **Earnest Money Deposit (EMD)** of Rs. 1,50,000/- (Rs. One Lakh Fifty Thousand only) in the form of Demand Draft / Pay Order in favour of **“Pay & Accounts Officer, Ministry of External Affairs”** is also required to be submitted in a sealed envelope superscribed **“Tender for AMC for computers and peripherals, servers and network equipment and internet cabling work in the Ministry”**, **on or before 24 hours from the closing date and time of e-submission of online bids** to Section Officer (Computer), Room No. : 1061, A-Wing, Jawaharlal Nehru Bhawan, 23-D Janpath, New Delhi-110011. Failing which the bids will not be considered.

•**NSIC & MSME**- Bidder seeking exemption from EMD on the basis of certificate issued by NSIC/MSME shall ensure that ‘scope of work’ of the tender is clearly mentioned in the NSIC/MSME certificate. NSIC/MSME certificate not covering the ‘scope of work’ of the tender will not be considered and bid will be summarily rejected.

4. Important Dates:

Date of Publishing	08.08.2019 (17:00 hrs)
Bid Document Download Start Date	09.08.2019 (09:00 hrs)
Clarification Start Date	09.08.2019 (15:00 hrs)
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Date of Technical Bid Opening(Online)	30.08.2019 (10:30 hrs)
Date of Financial Bid Opening (Online)	04.09.2019 (14:30 hrs)

•All prospective bidders / authorized representative of the bidders who have downloaded the Tender document may send their queries, if any, in writing to SO(Computer)/US(Computer) through email to socomp2@mea.gov.in and uscomp@mea.gov.in.

•**Extension of last date at the Discretion of the Ministry:** The Ministry, may in its discretion extend the last date for e-submission of the online bids and such extension shall be binding on all the Bidders. Addendum/Corrigendum, if any in this regard, will be published on the Ministry of External Affairs' website:www.mea.gov.in and Central Public Procurement Portal Website: <http://eprocure.gov.in/eprocure/app>

•**Opening of Technical Bid & Financial Bid :**

•Online bids (complete in all respect) received along with demand draft of EMD (Physically) will be opened as per stipulated time and date indicated in Page 1 of the tender document in presence of bidders representative, if available at Room No. 1061, A Wing, Jawaharlal Nehru Bhawan, 23-D Janpath, New Delhi-110011.

•Bid received without EMD will be rejected straightaway.

•A duly constituted committee will evaluate eligibility criteria of bidders.

•Technical bid of only those bidders, whose bids are declared eligible by the committee, will be evaluated.

•It shall be noted that required documents submitted online along with the technical bid will be perused/examined and in case of any deficiency, the technical bid will be rejected and financial bid will not be opened;

- The representatives of the bidders willing to attend tender opening process will have to submit a letter of authorisation to this effect;

•In case the date of opening of tender is declared a holiday for unexpected reasons, the tender shall be opened same time on the next working day;

•Bids shall be summarily rejected, if it is received other than online through Central Public Procurement Portal;

•No bidders will be allowed to withdraw after e-submission of bids/ opening of the tender; otherwise the EMD submitted by the firm will be forfeited;

----- End of Section I-----

SECTION -II
GENERAL CONDITIONS OF CONTRACT (GCC)

1. The other terms and conditions:

- The bidding Company must have a minimum annual turnover of Rs. 2 crores . The Bidder should have been in the business for a minimum of 10 years and should have been physically located in the current premises for the last 10 years.
- The contract shall be valid for a period of 4+1 years from the date of its award, subject to satisfactory services provided by the bidder. The rate quoted shall remain in force for the full period of the contract. No demand for revision of rate on any account shall be entertained during the contract period;
- The awardee has to provide services in South Block, Jawaharlal Nehru Bhawan, Akbar Bhawan, Shastri Bhawan, Patiala House, ISIL building, FSI building, Pravasi Bharatiya Kendra (PBK) and other buildings of the Ministry in New Delhi and at the residence of entitled Officers of this Ministry at different locations in the National Capital Region;
- The payment for services shall be made on quarterly basis, at the end of each quarter, on the basis of satisfactory report from the coordinator. The quality of service shall be evaluated on the basis of excellent service feedback from the users. A penalty @ 1% of quarterly payment shall be levied for every 5% drop in the excellent service below 95% upto 80% and penalty @ 2% of quarterly payment shall be levied for every 5% drop below 80%;
- In case the contractor backs out midway without the explicit consent of the Ministry, he shall be liable for recovery at higher rates, vis-a-vis, those contracted with contractor, which may have to be incurred by this Ministry on maintenance of machines for the balance period of contract through alternative means. The above act of backing out shall automatically debar the contractor from any further dealing with this Ministry & the Performance Bank Guarantee amount shall stand forfeited;
- The contractor shall not change the engineers/technicians without prior written clearance from the Ministry. Further that the contractor shall provide a substitute for a deployed engineer, if required by the coordinator, within ten days of such

requisition. Failure to do so may lead to termination of the contract and/or imposition of penalties by the Ministry not exceeding 10% of the total value of the contract;

- The Bidder shall abide by and comply with the Labour Laws, Workmen Compensation Act, EPF Laws, ESIC Laws, Income Tax and Minimum Wages Law, Contractor Labour (Regulations Abolition Act) or any other law in force. It is the responsibility of the contractor to ensure that all relevant laws and regulations are followed particularly with respect to payment of wages to its employees;
- If any damage/loss of equipment is caused by the contractor or any of its representatives, an amount equivalent to the loss, so caused, shall be recovered from the quarterly payment made to the contractor. The decision of the Head of EG&IT Division shall be final and binding in this regard;
- At the time of completion of contract, it shall be duty of contractor to hand over all related software/drivers/maintenance records/register/inventories etc. to the coordinator. The payment of the last quarter shall be released, only after successful handing over, as specified above;
- The contractor shall not further sub-contract, the whole or any part of the contract, under any circumstances to a third party;
- The contractor shall keep sufficient quantity of spare parts and peripherals including (but not limited to) processor/motherboard, laser jet/inkjet printers, LCD/TFT monitors, CD Rom/DVD Rom, LAN Cards, SVGA Cards, External Hard Disk, etc. at all Ministry buildings to serve as standby replacement till the faulty item is repaired by the contractor/O.E.M. (items under warrantee) or the replacement is provided by the Ministry (if the cost is more than Rs.2500/- excluding GST)/O.E.M. (if the item is under warrantee) if such item is irreparable. The items costing less than Rs. 2500/- excluding GST shall be replaced by the contractor at his own cost;
- The contractor shall be responsible for data recovery and data security in case of system failure and crashing of hard drive/disk/USB drive of any computer system and related peripheral under this maintenance contract. The contractor shall keep, in ready stock, appropriate software for the recovery of the data;
- The engineers/technicians shall not change the setting of any computer and related peripherals and shall not install any unauthorised software without seeking the prior permission of the coordinator;

- If any dispute(s) arises with reference to any provision of the contract, the decision of the Head of EG&IT Division shall be final and binding;
- The Ministry reserves the right to terminate the contract in case, the contractor consistently fails to provide service upto satisfactory level or on security ground;
- The contractor shall have to ensure their employees during the contract have an appropriate insurance of granting compensation of upto Rs. 25 lakh or more for unforeseen circumstances (death/permanent disablement resulting from loss of both upper limbs / lower limbs / loss of vision).
- The selected bidder shall be required to sign an AMC Agreement (Annexure-IV) and the applicable stamp duty shall be borne by the bidder. The agreement shall be signed within a week from the date of award of the contract by the Ministry;

6. Non-Disclosure Agreement and Security Clearance:

- i. The selected bidder shall submit a Non-Disclosure Agreement (NDA) to the effect that the bidder and the personnel deployed by the bidder shall not disclose any information/data which they may obtain/acquire while providing services to the Ministry;
- ii. All engineers/technicians deployed by the bidder shall require prior security clearance of the Ministry which shall have the right to reject any employee proposed to be deployed by service provider without assigning any reasons. The service provider shall furnish full details of these personnel as may be required to facilitate background checks;
- iii. Only permanent employees of the Company will be deputed in the Ministry. No temporary employees may be deputed in the Ministry by the contractor.
- iv. The contractor will be responsible for providing Police Clearance Certificate for all its employees to be deputed in the Ministry.
- v. At least three years before the contract period and during the contract period, the contractor will be responsible for informing the Ministry about legal, civil, criminal, or security cases against the contractor or its employees.

7. Validity of Contract:

The initial period of contract shall be for four year from the date of award of contract. The rate quoted shall remain in force for the full period of contract. No demand for revision of rate on any account shall be entertained during the contract period. The period of Annual Maintenance Contract can be extended by a further period of 1 years at the same rate, terms and conditions after completion of AMC period based on the performance of the service provider and if mutually agreed by both the parties in writing;

8. Earnest Money Deposit (EMD)

- The tender documents shall be accompanied by Earnest Money Deposit of Rs. 1.5 Lakhs in the form of a Demand Draft (DD), valid for a minimum of six months, drawn on any Nationalized/Scheduled Bank, in favour of Pay and Accounts Officer, Ministry of External Affairs, New Delhi. Bids submitted without EMD shall stand rejected. EMD shall not be accepted in the form of cash/cheque/FDR or any other form except DD. No interest shall be payable on EMD;
- The scanned copy of EMD shall be submitted online with the technical bid and the original may be submitted to the SO(Computer), Room No. 1061, JNB, Ministry Of External Affairs 24 hours before closing of bid submission end date & time i.e. ---/0--/2019 1030 Hrs;
- The EMD shall be returned to the bidder(s) whose offer is not accepted by the Ministry within 30 days from the date of signing the agreement with the successful bidder. In the case of the bidder whose offer is accepted, the EMD shall be returned on submission of Performance Bank Guarantee. However if the return of EMD is delayed for any reason, no interest/penalty shall be payable to the bidder;

9. Forfeiture of EMD:

The EMD will be forfeited:

- If the bidder withdraws the bid during the period of bid validity specified in the tender;
- If the bidder fails to furnish the acceptance in writing, within 7 days of award of contract/order;

- In case a successful bidder, fails to furnish the Performance Bank Guarantee;

10. Amendment of Bidding Document

- At any time prior to the deadline for submission of bids, the Ministry may, for any reason, whether on its own initiative or in response to the clarification request by a prospective bidder, modify the bid document;
- Ministry at its discretion may extend the deadline for the submission of bids if the bid document undergoes changes during the bidding period, in order to give prospective bidders time to take into the consideration the amendments while preparing their bids;

11. Corrupt or Fraudulent Practices

- It is expected that the bidders who wish to bid for this tender have highest standards of ethics;
- Ministry shall reject bid if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices while competing for this contract;
- Ministry may declare a bidder ineligible, either indefinitely or for a stated duration, if it at any time determines that the bidder has engaged in corrupt and fraudulent practices during the execution of contract;

12. Performance Bank Guarantee:

- Successful bidder shall deposit a "Performance Bank Guarantee" within a period of two weeks from the date of award of contract and valid upto six months after expiry of the contract @ 10% of the total bid value in favour of the Pay & Accounts Officer, Ministry of External Affairs, New Delhi in the format attached at Annexure III;
- If successful Tenderer fails to furnish the required "Bank Guarantee" within the specified period, its EMD shall be forfeited, and the bidder shall be barred from participating in future Tenders of the Ministry;

13. Penalty:

- The AMC shall include rectification of all Hardware and Software problems. The engineers shall have to ensure that all calls are attended within 1 (one) Hour and the maximum time for repair of any system shall be up to two working days. In case of failure to do so, a penalty shall be charged for downtime at the rate of 200/- (Rupees two hundred only) per day or part thereof beyond the demarked time limit (48 hours from the time a complaint was lodged);
- The quality of service shall be evaluated on the basis of service feedback from the users. A penalty @ 1% of quarterly payment shall be levied for every 5% drop in the excellent service below 95% upto 80% and penalty @ 2% of quarterly payment shall be levied for every 5% drop below 80%;
- A Preventive Maintenance Report shall be submitted to Computer Section every quarter. A penalty of Rs. 25/- per equipment not attended to under preventive maintenance, shall be levied;
- The contractor shall not change the engineers/technicians without prior clearance from the coordinator. Further that the contractor shall provide a substitute for a deployed engineer/technician, if required by the coordinator, within ten days of such requisition. Failure to do so may lead to termination of the contract and /or imposition of penalties by the Ministry not exceeding 10% of the total value of the contract;
- The penalties, if any shall be recovered from quarterly payments/Performance Bank Guarantee;
- The Ministry reserves the right to terminate the contract in case the contractor consistently fails to provide services upto satisfactory level or on security ground;
- Any information security breaches attributed to the contractor's employees will attract penalties graded as per the nature and severity of the breach. The gradation of breaches and penalties attracted for each will be decided at the discretion of the competent authority in eG&IT Division. Security breach scenario penalties may be deducted from the Performance Bank Guarantee provided by the contractor.

14. Force Majeure :

- i. Ministry may consider relaxing the penalty and delivery / service requirements, as specified in this Tender Document, if and to the extent the delay in performance or failure to perform its obligations under the contract is the result of a 'Force Majeure'.
- ii. Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as natural disasters, act of states, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes at successful bidders premises, etc.

15. Governing Laws, Arbitration and Settlement of Disputes :

- All disputes, differences and questions arising out of or in any way touching or concerning this agreement or subject matter thereof or the representatives rights, duties or liability or the parties shall be referred to the sole arbitration of the Foreign Secretary, MEA or any person nominated by him/her. The arbitration shall be in accordance with ICADR Arbitration Rules of the Arbitration Act 1996 or any other law that takes place in this regard.
- The seat of arbitration proceedings will be New Delhi and language shall be English.
- The Ministry reserves the right to terminate the contract at any time, if the performance of the agency so selected is not to the satisfaction of the Ministry after giving 15 days notice. In that case the competent authority may forfeit the Performance Security Deposit.
- In case of material breach of any of terms and conditions mentioned in the Tender Document, the Competent Authority will have the right to terminate the contract, cancel the work order without assigning any reason and nothing will be payable by this Ministry in that event and the Performance Security deposit may also be forfeited.

(Jaswant Singh)
Under Secretary (Computers)
Ministry of External Affairs,
New Delhi - 110011
Tel No. 4901 5305

----- End of Section II -----

ANNEXURE I

Table No. 1 Indicative list of IT Equipments in the Ministry of External Affairs

Sl. No.	Item	Qty*
1.	Desktop	1866
2.	All in One Desktop	60
3.	Printer	1688
4.	UPS (1, 2 &5 KVA)	1175
5.	Scanner	675
6.	Laptop	150
7.	Servers	22
8.	Manageable switch	40
9.	Switch	40
10.	Router	5
11.	UTMs	2
12.	Firewall Manager	2

***Actual number of units may vary at the time of the award and during the currency of the contract.**

Server Details				
Serial No.	Server			
1	HP ProLiant DL180G5			
2	HP ProLiant DL180G5			
3	IBM Think Center (CPU)			
4	xSeries 260 IBM (Server)			
5	HP ProLiant DL580G7			
6	HP ProLiant DL380e G8			
7	HP ProLiant DL580G7			
8	HP ProLiant DL580G7			
9	HP ProLiant DL580G7			
10	HP ProLiant DL580G7			
11	HP ProLiant DL580G7			
12	HP ProLiant DL580G7			

There may be some more to be attached/replaced by the MEA from time to time.

Table No. 3 Estimated Number of Existing Internet Nodes

Size of existing LANs.	South Block	385
	Jawahar Lal Nehru Bhawan	990
	Akbar Bhawan	104
	ShastriBhawan	80
	Patiala House	100
	ISIL Building	45
	MEA Hostels & Mission Support Centre (FSI)& FSI building	60
	ParvasiBhartiya Kendra(PBK)	40

Table No. 4 Location of Ministry of External Affairs' Offices

1.	South Block
2.	Jawahar Lal Nehru Bhawan
3.	Akbar Bhawan
4.	Shastri Bhawan
5.	Patiala House
6.	ISIL Building
7.	Missions Support Centre–FSI
8.	FSI building
9.	MEA Hostels(Chanakya Puri, Dwarka, K.G. Marg, Gole Market)
10.	Hyderabad House
11.	C1 Hutments
12.	GHO
13.	Parvasi Bhartiya Kendra (PBK)

Financial Offer

1.	Name of the Company	
2.	Address	
3.	Tel. No. Fax /E-mail No.	
4.	Contact Person	
5.	Rate for AMC (exclusive of taxes) as per the Manpower requirement and indicative list of IT Equipments mentioned at Annexure-I and structured internet cabling in the Ministry of External Affairs	

NOTE:

- The quoted rates are exclusive of taxes etc.
- Rates also include the transportation charges, cost of spare parts upto Rs.2500/- excluding GST etc.
- Replacement of Consumables like Printer Head, Ribbons, Cartridges, batteries, floppies & CDs are not included.

I hereby certify that the information furnished above is full and correct to the best of our knowledge. We understand that in case any deviation is found in the above statement at any stage, the company shall be black-listed and shall not have any dealing with the Ministry of External Affairs in future.

(Signature of authorised signatory)

**PERFORMA FOR PERFORMANCE BANK GAURANTEE
(On Non-judicial paper of appropriate value)**

In consideration of the President of India (hereinafter called "The Government") having offered to accept the terms and conditions of the proposed agreement betweenand (here in after called "the said contractor(s)" for the (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs..... (Rupees.....only) as a security/ guarantee from the contractor(s) for compliance of his / her obligations in accordance with the terms and conditions of the said agreement.

1. We (hereinafter referred to as the "Bank") hereby undertake to pay to the Government an amount not exceeding Rs. (Rupees.....only) on demand by the Government.

2. We do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....only).

3. We, the said Bank, further undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this Guarantee being absolute and unequivocal. The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment there under, and the contractor(s) shall have no claim against us for making such payment.

4. We further agree that the Guarantee herein contained shall remain in full force and effect during the period that shall be taken for the performance of the said agreement, and it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till the Government certifies that the terms and conditions of the said agreement

have been fully and properly carried out by the said contractor(s), and accordingly discharges this guarantee.

5. We further agree with the Government that the Government shall have the fullest liberty without our consent, and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s), and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties shall, but for this provision, have effect of so relieving us.

6. This Guarantee shall not be discharged due to the change in the constitution of the Bank or the contractor(s).

7. Welastly undertake not to revoke this Guarantee except with the previous consent of the Government in writing.

8. This Guarantee shall be valid up tounless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs (Rupeesonly), and unless a claim in writing is lodged with us within six months of the date of expiry or extended date of expiry of this Guarantee all our liabilities under this Guarantee shall stand discharged.

Dated theday of..... For

(Indicate the name of the Bank)

ANNEXURE-IV

ANNUAL MAINTENANCE CONTRACT BETWEEN THE MINISTRY OF EXTERNAL AFFAIRS, GOVERNMENT OF INDIA AND M/S NEW DELHI FOR THE MAINTENANCE OF COMPUTERS, LAPTOPS, PRINTERS, SCANNERS, UPS, SERVERS, NETWORK EQUIPMENT ETC. AND INTERNET CABLING WORK IN THE MINISTRY OF EXTERNAL AFFAIRS, NEW DELHI.

SCOPE OF THE AGREEMENT

- The Annual Maintenance Contract (AMC), signed between the President of India (represented by the Under Secretary (Computer), Ministry of External Affairs, Government of India (hereinafter referred to as “The Customer”) and M/S (hereinafter referred to as “The Contractor”) covers the maintenance of the IT hardware and software infrastructure and internet cabling work of the Ministry. An indicative list of IT equipment in the Ministry is attached at “Annexure-I”. The number of equipments may vary during the contract period since older/dysfunctional equipment continue to be disposed-off and new equipment purchased by the Ministry;
- The hardware are installed in various offices of Ministry of External Affairs in New Delhi and residences of Ministers and entitled officers of the Ministry within National Capital Region of Delhi. The contract includes maintenance of hardware and software and repair/laying of Internet cable. The software maintenance includes, but not is limited to, troubleshooting, re-configuration, re-formatting and re-installation of operating systems (Windows, Linux, Mac, etc.); browsers; email clients; office software; virtual machines; antivirus; data retrieval and installation / configuration / removal of any other software approved by the Ministry. It also includes identification and removal of malware that are not detected by anti-virus software from the computer system;
- The contractor shall provide Twenty-two (22) engineers/technicians on all working days from 0900 hrs to 1730 hrs. Out of these, five shall be Senior Engineers with B.E./B.Tech with minimum two years of relevant experience. The two senior engineers out of the five should have at least certified diploma in Network/System administration in addition to B.E. Degree. These five senior engineers will be interviewed by the committee appointed by the Ministry for their suitability and technical efficacy. These senior engineers will be responsible for leading the teams stationed at JNB, South Block, Akbar Bhawan/PravasiBharatiya Kendra (PBK), Patiala House, and ShastriBhawan and will be responsible for maintenance & troubleshooting in IT devices which needs technical acumen of higher level. The rest of the engineers/technicians shall have minimum

qualification of 3-year diploma in Computer/IT/ICT/Electronics Engineering or BCA/B.Sc(IT)/M.Sc(CS)/MCA/B.Tech, with minimum 2 years of experience in maintenance/repair of IT equipment; software trouble-shooting; internet cabling etc. All tools required for the maintenance shall be made available by the contractor at the Ministry;

- The engineers/technicians deployed shall be Indian citizens only and shall be required to report on all working days at 0900 hrs, and if and when required on a non-working day, and shall sign the attendance register everyday kept at the Ministry. All the engineers/technicians deployed by the contractor shall be under the control and supervision of US(Computer), Ministry of External Affairs, Jawaharlal Nehru Bhawan, New Delhi hereinafter referred to as the Coordinator or any other person authorized by the customer;
- The team of engineers/technicians deployed shall include at least one person with expertise & experience of laying/repairing of network cabling. The tools (crimping, pliers, hammer, LAN cable tester, etc.) shall be made available by the contractor at the Ministry;
- The engineers/ technicians shall work under the instructions of the Coordinator or any other person authorized by the customer and shall submit complaint sheets to such person for each complaint attended by them. The complaint sheet shall clearly define the nature of complaint, location of office and time taken for rectification of a complaint. The engineers are also required to get the complaint sheets signed by the respective end users who shall rate the quality and promptness of service. The contractor shall provide a computerized network based system for logging and monitoring of complaints within one month from the date of the award of the contract;
- The engineers/technicians shall be equipped with Mobile phones to ensure their availability. An amount at the rate of 0.02% of the annual contract value shall be deducted for each day of absence/leave of service engineer/technician without the contractor providing a substitute;
- A complaint shall be attended to within one hour and in exceptional cases within two hours. As far as possible, the repairs shall be carried out on-site itself. The equipment shall have to be repaired in-house and in no case shall it be taken out of the building without prior written authorisation of the coordinator. Hard-Disks shall not be taken out of the Ministry's building under any circumstance;

- The contract shall include rectification of all Hardware and Software problems. The engineers shall have to ensure that all calls are attended within 1 (one) Hour and the maximum time for repair of any system shall be up to two working days. In case of failure to do so, a penalty shall be charged for downtime at the rate of 200/- (Rupees two hundred only) per day or part thereof beyond the demarked time limit (48 hours from the time a complaint was lodged);
- The maintenance and repair shall include replacement of parts wherever necessary up to a value of Rs 2500/- excluding GST in each case. This shall, however, not apply to consumables and new internet cabling work. The criteria of Rs 2500 shall apply to each item (mouse, key board, power-supply unit, patch cable, RJ-45 connector, etc, even if more than one item are required for repair of any single unit/system). This shall also apply to the repair/replacement of items that may be physically damaged/burnt. The defective equipment/item/part shall be replaced by the equipment/item/part of the same specification and in case, these are not available, the higher specification, acceptable to the customer, shall have to be installed. In no case, shall the defective equipment/item/part be replaced by old spares. The details of the defective equipment/item/part of those, which are replaced, will be specified in the maintenance record;
- The contractor shall have arrangement with the Original Equipment Manufacturers (O.E.Ms) to facilitate repair and maintenance of specialised equipment, if required;
- The contractor shall carry out preventive maintenance of each machine once in every three months, in order to forestall any major failure of the same. The preventive maintenance shall include physical cleaning of the equipment (both from outside and inside); system cleaning; software updates and system hardening as directed by the coordinator. A Preventive Maintenance Report shall be submitted to the coordinator every quarter. A penalty of Rs. 25/- per equipment not attended to under preventive maintenance, shall be levied;
- If any damage/loss of equipment is caused by the contractor or any of its representatives, an amount equivalent to the loss, so caused, shall be recovered from the quarterly payment made to the contractor. The decision of the Head of EG&IT Division shall be final and binding in this regard;
- The contractor shall keep sufficient quantity of spare parts and peripherals including (but not limited to) processor/motherboard, laser jet/inkjet printers, LCD/TFT monitors, CD Rom/DVD Rom, LAN Cards, SVGA Cards, External Hard Disk, etc. at all Ministry

buildings to serve as standby replacement till the faulty item is repaired by the contractor/O.E.M. (items under warranty) or the replacement is provided by the Ministry (if the cost is more than Rs.2500/- excluding GST)/O.E.M. (if the item is under warranty) if such item is irreparable. The items costing less than Rs 2500/- excluding GST shall be replaced by the contractor at his own cost;

- The contractor shall be responsible for data recovery and data security in case of system failure and crashing of hard drive/disk/USB drive of any computer system and related peripheral under this maintenance contract. For this the contractor shall keep, in ready stock, appropriate software for the recovery of the data;
- The engineers/technicians shall not change the setting of any computer and related peripherals and shall not install any unauthorised software without seeking the prior permission of the coordinator;
- The contractor shall maintain Division-wise/Section-wise list of all the hardware as per Performa prescribed by the Ministry and update the same every quarter. Separate maintenance records for each of the hardware equipment shall also be maintained;
- To provide and maintain the required drivers (CDs & Floppies) for maintaining the equipment;
- The contractor shall coordinate with Original Equipment Manufacturer (O.E.M.s) for the repair/maintenance of under-warranty items (existing or purchased after signing of the contract);
- The Contractor shall ensure that the engineers/technicians are present in appropriate attire and possess valid ID cards on all working days and when required on a non-working day. In case of engineers/technicians going on leave, alternate arrangements shall be made well in advance under prior intimation to the Coordinator;
- The contractor shall not change the engineers/technicians without prior written clearance from the customer. Further that the contractor shall provide a substitute for a deployed engineer/technician, if required by the coordinator, within ten days of such requisition. Failure to do so may lead to termination of the contract and /or imposition of penalties by the customer not exceeding 10% of the total value of the contract;
- The payment for services shall be made on quarterly basis, at the end of each quarter, on the basis of satisfactory report from the coordinator. The quality of service shall be evaluated on the basis of excellent service feedback from the users. A penalty @ 1% of

quarterly payment shall be levied for every 5% drop in the excellent service below 95% upto 80% and penalty @ 2% of quarterly payment shall be levied for every 5% drop below 80%;

- The contract shall be valid for a period of one year from the date of its award. The rate quoted shall remain in force for the full period of the contract. No demand for revision of rate on any account shall be entertained during the contract period;
- It is the responsibility of the contractor to ensure that all local laws and regulations are followed particularly with respect to payment of wages to its employees;
- In case the contractor backs out midway without the explicit consent of the Ministry, he shall be liable for recovery at higher rates, vis-a-vis, those contracted with contractor, which may have to be incurred by this Ministry on maintenance of machines for the balance period of contract through alternative means. The above act of backing out shall automatically debar the contractor from any further dealing with this Ministry & the Performance Bank Guarantee amount shall stand forfeited.
- At the time of completion of contract, it shall be duty of contractor to hand over all related software/drivers/maintenance records/register/inventories etc. to the coordinator. The payment of the last quarter shall be released, only after successful handing over, as specified above;
- The contractor shall not further sub-contract, the whole or any part of the contract, under any circumstances to a third party;
- The contractor shall furnish Performance Bank Guarantee in the name of Pay & Accounts Officer, Ministry of External Affairs for an amount of Rs./- (@ 10% of the total bid value) which shall be released to the contractor on completion of the contract. Bank Guarantee may be invoked for the breach of the contract by the Contractor.
- If any dispute(s) arises with reference to any provision of the contract, the decision of the Head of eG&IT Division in the Ministry shall be final and binding.
- The Ministry reserves the right to terminate the contract in case the contractor consistently fails to provide services upto the satisfactory level or on security ground.

DURATION OF AGREEMENT:

This maintenance contract shall be valid for a period of **Four Years** starting from forenoon of **01.10.2019** to afternoon of **30.09.2023**. The AMC may be extended after expiry for one year, on the same rates, terms and conditions, if agreed to by both the parties.

JURISDICTION OF COURT:

All dispute, legal matters, court matters, if any, shall be subject to New Delhi jurisdiction only.

PAYMENT:

The total annual maintenance charges shall be Rs./-
(..... only) inclusive of all taxes. The charges shall be payable on quarterly basis in arrears after satisfactory certification by the coordinators or person authorized by the customer. The penalty, if any, shall be deducted from the quarterly bill of the contractor.

For Customer:

Signature:

Name:

Designation: Under Secretary (Computer)

Seal of the Officer of GOI:

For Contractor:

Signature:

Name:

Designation:

Seal of the Company:

Signed on---- Day of ----2019.

Witness:

1.

Instruction to bidders

Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrolment**” on the CPP Portal which is free of charge.
- As part of the enrolment process, the bidders will be required to choose a unique user-name and assign a password for their accounts.
- Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- Bidder then logs in to the site through the secured log-in by entering their user ID / pass-word and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may

be directly submitted from the “My Space” area while submitting a bid, and need not be up-loaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by 24 hours before the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Other-wise the uploaded bid will be rejected.
- Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

- All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Over-all, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
 - The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Sub-mission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 3070 2232. Foreign bidder can get help at +91-7878007972, +91-7878007973.

ANNUAL MAINTENANCE CONTRACT BETWEEN THE MINISTRY OF EXTERNAL AFFAIRS, GOVERNMENT OF INDIA AND M/S _____ NEW DELHI FOR THE MAINTENANCE OF COMPUTERS, LAPTOPS, PRINTERS, SCANNERS, UPS, SERVERS, NETWORK EQUIPMENT ETC. AND INTERNET CABLING WORK IN THE MINISTRY OF EXTERNAL AFFAIRS, NEW DELHI.

SCOPE OF THE AGREEMENT

1. The Annual Maintenance Contract (AMC), signed between the President of India (represented by the Under Secretary (Computer), Ministry of External Affairs, Government of India (hereinafter referred to as "The Customer") and **M/S _____** (hereinafter referred to as "The Contractor") cover the maintenance of the IT hardware and software infrastructure and internet cabling work of the Ministry. An indicative list of IT equipment in the Ministry is attached at "Annexure-I". The number of equipments may vary during the contract period since older/dysfunctional equipment continue to be disposed-off and new equipment purchased by the Ministry;
2. The hardware are installed in various offices of Ministry of External Affairs in New Delhi and residences of Ministers and entitled officers of the Ministry within National Capital Region of Delhi. The contract includes maintenance of hardware and software and repair/laying of Internet cable. The software maintenance includes, but not limited to, troubleshooting, re-configuration, re-formatting and re-installation of operating systems (Windows, Linux, Mac, etc.); browsers; email clients; office software; virtual machines; antivirus; data retrieval and installation / configuration / removal of any other software approved by the Ministry. It also includes identification and removal of malware that are not detected by anti-virus software from the computer system;
3. The contractor shall provide twenty two (22) engineers/technicians on all working days from 0900 hrs to 1730 hrs. Out of these, five shall be Senior Engineers with B.E./B.Tech with minimum two years of relevant experience. The two senior engineers out of the five should have at least certified diploma in Network/System administration in addition to B.E. Degree. These five senior engineers will be interviewed by the committee appointed by the Ministry for their suitability and technical efficacy. These senior engineers will be responsible for leading the teams stationed at JNB, South Block, Akbar Bhawan/Pravasi Bharatiya Kendra (PBK), Patiala House, and Shastri Bhawan and will be responsible for maintenance & troubleshooting in IT devices which needs technical acumen of higher level. The rest of the engineers/technicians shall have minimum qualification of 3-year diploma in Computer/IT/ICT/Electronics Engineering or BCA/B.Sc(IT)/M.Sc(CS)/MCA/B.Tech, with minimum 2 years of experience in maintenance/repair of IT equipment; software trouble-shooting; internet cabling etc.

All tools required for the maintenance shall be made available by the contractor at the Ministry;

4. The engineers/technicians deployed shall be Indian citizens only and shall be required to report on all working days at 0900 hrs, and if and when required on a non-working day, and shall sign the attendance register everyday kept at the Ministry. All the engineers/technicians deployed by the contractor shall be under the control and supervision of US(Computer), Ministry of External Affairs, Jawaharlal Nehru Bhawan, New Delhi hereinafter referred to as the Coordinator or any other person authorized by the customer;
5. The team of engineers/technicians deployed shall include at least one person with expertise & experience of laying/repairing of network cabling. The tools (crimping, pliers, hammer, LAN cable tester, etc.) shall be made available by the contractor at the Ministry;
6. The engineers/ technicians shall work under the instructions of the Coordinator or any other person authorized by the customer and shall submit complaint sheets to such person for each complaint attended by them. The complaint sheet shall clearly define the nature of complaint, location of office and time taken for rectification of a complaint. The engineers are also required to get the complaint sheets signed by the respective end users who shall rate the quality and promptness of service. The contractor shall provide a computerized network based system for logging and monitoring of complaints within one month from the date of the award of the contract;
7. The engineers/technicians shall be equipped with Mobile phones to ensure their availability. An amount at the rate of 0.02% of the annual contract value shall be deducted for each day of absence/leave of service engineer/technician without the contractor providing a substitute;
8. A complaint shall be attended to within one hour and in exceptional cases within two hours. As far as possible, the repairs shall be carried out on-site itself. The equipment shall have to be repaired in-house and in no case shall it be taken out of the building without prior written authorisation of the coordinator. Hard-Disks shall not be taken out of the Ministry's building under any circumstance;
9. The contract shall include rectification of all Hardware and Software problems. The engineers shall have to ensure that all calls are attended within 1 (one) Hour and the maximum time for repair of any system shall be up to two working days. In case of failure to do so, a penalty shall be charged for downtime at the rate of 200/- (Rupees

two hundred only) per day or part thereof beyond the demarked time limit (48 hours from the time a complaint was lodged);

10. The maintenance and repair shall include replacement of parts wherever necessary up to a value of Rs 2500/- excluding GST in each case. This shall, however, not apply to consumables and new internet cabling work. The criteria of Rs 2500 shall apply to each item (mouse, key board, power-supply unit, patch cable, RJ-45 connector, etc, even if more than one item are required for repair of any single unit/system). This shall also apply to the repair/replacement of items that may be physically damaged/burnt. The defective equipment/item/part shall be replaced by the equipment/item/part of the same specification and in case, these are not available, the higher specification, acceptable to the customer, shall have to be installed. In no case, shall the defective equipment/item/part be replaced by old spares. The details of the defective equipment/item/part of those, which are replaced, will be specified in the maintenance record;
11. The contractor shall have arrangement with the Original Equipment Manufacturers (O.E.Ms) to facilitate repair and maintenance of specialised equipment, if required;
12. The contractor shall carry out preventive maintenance of each machine once in every three months, in order to forestall any major failure of the same. The preventive maintenance shall include physical cleaning of the equipment (both from outside and inside); system cleaning; software updates and system hardening as directed by the coordinator. A Preventive Maintenance Report shall be submitted to the coordinator every quarter. A penalty of Rs. 25/- per equipment not attended to under preventive maintenance, shall be levied;
13. If any damage/loss of equipment is caused by the contractor or any of its representatives, an amount equivalent to the loss, so caused, shall be recovered from the quarterly payment made to the contractor. The decision of the Head of EG&IT Division shall be final and binding in this regard;
14. The contractor shall keep sufficient quantity of spare parts and peripherals including (but not limited to) processor/motherboard, laser jet/inkjet printers, LCD/TFT monitors, CD Rom/DVD Rom, LAN Cards, SVGA Cards, External Hard Disk, etc. at all Ministry buildings to serve as standby replacement till the faulty item is repaired by the contractor/O.E.M. (items under warranty) or the replacement is provided by the Ministry (if the cost is more than Rs.2500/- excluding GST)/O.E.M. (if the item is under

warrantee) if such item is irreparable. The items costing less than Rs 2500/- excluding GST shall be replaced by the contractor at his own cost;

15. The contractor shall be responsible for data recovery and data security in case of system failure and crashing of hard drive/disk/USB drive of any computer system and related peripheral under this maintenance contract. For this the contractor shall keep, in ready stock, appropriate software for the recovery of the data;
16. The engineers/technicians shall not change the setting of any computer and related peripherals and shall not install any unauthorised software without seeking the prior permission of the coordinator;
17. The contractor shall maintain Division-wise/Section-wise list of all the hardware as per Proforma prescribed by the Ministry and update the same every quarter. Separate maintenance records for each of the hardware equipment shall also be maintained;
18. To provide and maintain the required drivers (CDs & Floppies) for maintaining the equipment;
19. The contractor shall coordinate with Original Equipment Manufacturer (O.E.M.s) for the repair/maintenance of under-warrantee items (existing or purchased after signing of the contract);
20. The Contractor shall ensure that the engineers/technicians are present in appropriate attire and possess valid ID cards on all working days and when required on a non-working day. In case of engineers/technicians going on leave, alternate arrangements shall be made well in advance under prior intimation to the Coordinator;
21. The contractor shall not change the engineers/technicians without prior written clearance from the customer. Further that the contractor shall provide a substitute for a deployed engineer/technician, if required by the coordinator, within ten days of such requisition. Failure to do so may lead to termination of the contract and /or imposition of penalties by the customer not exceeding 10% of the total value of the contract;
22. The payment for services shall be made on quarterly basis, at the end of each quarter, on the basis of satisfactory report from the coordinator. The quality of service shall be evaluated on the basis of excellent service feedback from the users. A penalty @ 1% of quarterly payment shall be levied for every 5% drop in the excellent service below 95% upto 80% and penalty @ 2% of quarterly payment shall be levied for every 5% drop below 80%;

23. The contract shall be valid for a period of one year from the date of its award. The rate quoted shall remain in force for the full period of the contract. No demand for revision of rate on any account shall be entertained during the contract period;
24. It is the responsibility of the contractor to ensure that all local laws and regulations are followed particularly with respect to payment of wages to its employees;
25. In case the contractor backs out midway without the explicit consent of the Ministry, he shall be liable for recovery at higher rates, vis-a-vis, those contracted with contractor, which may have to be incurred by this Ministry on maintenance of machines for the balance period of contract through alternative means. The above act of backing out shall automatically debar the contractor from any further dealing with this Ministry & the Performance Bank Guarantee amount shall stand forfeited.
26. At the time of completion of contract, it shall be duty of contractor to hand over all related software/drivers/maintenance records/register/inventories etc. to the coordinator. The payment of the last quarter shall be released, only after successful handing over, as specified above;
27. The contractor shall not further sub-contract, the whole or any part of the contract, under any circumstances to a third party;
28. The Bidder shall abide by and comply with the Labour Laws, Workmen Compensation Act, EPF Laws, ESIC Laws, Income Tax and Minimum Wages Law, Contractor Labour (Regulations Abolition Act) or any other law in force. It is the responsibility of the contractor to ensure that all relevant laws and regulations are followed particularly with respect to payment of wages to its employees;
29. The contractor shall furnish Performance Bank Guarantee in the name of Pay & Account Officer, Ministry of External Affairs for an amount of Rs./- (@ 10% of the total bid value) which shall be released to the contractor on completion of the contract.
30. If any dispute(s) arises with reference to any provision of the contract, the decision of the Head of EG&IT Division in the Ministry shall be final and binding.
31. The Ministry reserves the right to cancel the contract in case the contractor consistently fails to provide services upto the satisfactory level or on security ground.

DURATION OF AGREEMENT:

This maintenance contract shall be valid for a period of **Four Years** starting from forenoon of 01.10.2019 to after noon of 30.09.2023. The AMC may be extended after expiry for up to one year, on the same rates, terms and conditions, if agreed to by both the parties.

JURISDICTION OF COURT:

All dispute, legal matters, court matters, if any, shall be subject to New Delhi jurisdiction only.

PAYMENT:

The total annual maintenance charges shall be Rs./- (..... only) inclusive of all taxes. The charges shall be payable on quarterly basis in arrears after satisfactory certification by the coordinators or person authorized by the customer. The penalty, if any, shall be deducted from the quarterly bill of the contractor.

For Customer:

Signature:

Name:

Designation: Under Secretary (Computer)

Seal of the Officer of GOI:

For Contractor:

Signature:

Name:

Designation:

Seal of the Company:

Signed on---- Day of ----2019.

Witness:

1.

2.

ANNUAL MAINTENANCE CONTRACT BETWEEN THE MINISTRY OF EXTERNAL AFFAIRS, GOVERNMENT OF INDIA AND M/S _____, NEW DELHI FOR THE MAINTENANCE OF COMPUTERS, LAPTOPS,PRINTERS, SCANNERS,UPS ,SERVER, NETWORK EQUIPMENT ETC. AND INTERNET CABLING WORK IN THE MINISTRY OF EXTERNAL AFFAIRS, NEW DELHI.

UNDERTAKING FOR NON-DISCLOSURE AND SECURITY CLEARANCE

•The Annual Maintenance Contract (AMC), signed between the President of India (represented by the Under Secretary (Computer), Ministry of External Affairs, Government of India (hereinafter referred to as “The Customer”) and **M/S _____** (hereinafter referred to as “The Contractor”) cover the maintenance of the IT hardware and software infrastructure and internet cabling work of the Ministry;

•I, the contractor, hereby undertake that any information/data which may come to the knowledge and/or possession of the company or any of the personnel of the company including those deployed with the Ministry, for execution of the Annual Maintenance Contract, shall not be disclosed under any circumstances;

•I, the contractor, hereby undertake to furnish full details, as may be required, of all personnel deployed for the execution of annual maintenance contract to the Ministry, to facilitate background checks. I further undertake to immediately intimate the Ministry of any information that may come to the knowledge of the company, which may have a security implication.

For Contractor:

Signature:

Name:

Designation:

Seal of the Company:

Signed on---- Day of ----2019.

Witness:

1.

2.

