

No.5-44/2018-S&S
Government of India
Ministry of Human Resource Development
Department of Higher Education
(S&S Section)

Shastri Bhawan, New Delhi.

Dated: ~~May, 2019~~

03-06-2019

CORRIGENDUM

Subject: E-Tender for Annual Maintenance Contract of computers, laptops, servers, printers, scanners, ups etc., installed in both the departments of the Ministry of HRD –
CORRIGENDUM - reg.

The undersigned is directed to refer to Notice Inviting Tender published in the e-Procurement System on 14th May, 2019 under Tender Reference No.5-44/2018-SnS Tender ID No.2019_DHE_469385_1 and to say that Annexure-IV "Performa for financial bid", \$ Note (ii), where formula for calculation of minimum cost per unit for A₁₃ and A₁₄ has been written, the value of ESI (current rate of employer contribution = 1.75%) **may be read as "ESI (current rate of employer contribution = 4.75%)"**.

Hence the \$ Note (ii) will read as:

"\$ Note (ii): The minimum cost per unit for A₁₃ and A₁₄ will include other statutory benefits like PF (current rate of employer contribution = 12%) and ESI (current rate of employer contribution=4.75%).

Minimum base salary for team leader is Rs 35400,

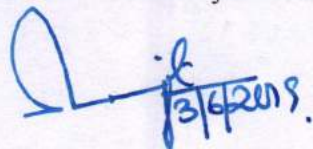
hence, min acceptable value for A₁₃ = 35400 + (12%+4.75%) of 35400 = 35400 + 5930 = Rs. 41330

Minimum base salary for computer engineer is Rs 29200,

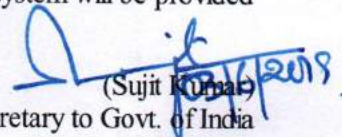
hence min acceptable value for A₁₄ = 29200 + (12%+4.75%) of 29200 = 29200 + 4891 = Rs. 34091"

Also **B. Condition of Bidding, ix will read as:** While quoting the rates in this tender, the bidder shall also note the requirement for 6 (Six) resident engineers on daily basis as specified in sub-para C (ix) for maintenance of computers and other systems, MHRD is conscious of the fact that the quality of maintenance contract depends inter-alia on the quality of manpower deployed by the contractor. In order to ensure this, these resident engineers will be paid by the prospective contractor an amount not less than the minimum base salary of Rs 35400 per month for team leader and Rs 29200 per month for computer engineer (see details in the price bid in annexure IV). Based on this, the minimum acceptable value for A₁₃ in price bid is Rs. 41330 per month. The minimum acceptable value for A₁₄ in price bid is Rs. 34091 per month. Bids with value lower than Rs 41330 for A₁₃ and Rs 34091 for A₁₄ will be considered unresponsive and will be summarily rejected. Payment for a given quarter by MHRD to a prospective contractor will be subject to a certificate about having made payment to the engineer at the prevailing rate in the preceding quarter.

2. It is also clarify regarding **C. Terms and Conditions of the Contract, S.No. xvii** that latest antivirus software to all the system which are not connected to LAN (like Laptops etc.) will


13/6/2019

be provided by AMC holder firm. The antivirus for all the LAN connected system will be provided by the NIC.



(Sujit Kumar)
Under Secretary to Govt. of India
Tel. No. 23073109.

No.5-44/2018-S&S
Government of India
Ministry of Human Resource Development
Department of Higher Education
(S&S Section)

TENDER DOCUMENT

Annual Maintenance Contract of Computers, Laptops, Servers, Printers, Scanners, UPS etc., installed in both the Departments of the Ministry of HRD – reg.

Date of issue of Tender Document:	14 th May, 2019
Date, time and venue of Pre-Bid Meeting :	21 st May, 2019
Last Dates & Time for submission of Tender Document	Up to 1.00 P.M. on 21 st June, 2019
Date & Time for opening of Tender Document	
Technical Bids	At 3:00 P.M. on 24 th June, 2019
Financial Bids of eligible Tenderers	Would be informed later.

CONTENTS OF TENDER DOCUMENT

Sl. No.	Description of Contents	
1.	e-Tender Notice	
2.	Scope of work & Terms and Conditions	Annexure - I
3.	Eligibility Criteria	Annexure - II
4.	Proforma for Technical Bid	Annexure - III
5.	Proforma for Financial Bid	Annexure - IV
6.	Instructions for Online Bid Submission	Annexure - V
7.	Tender Acceptance Letter	Annexure - VI



No.5-44/2018-S&S
Government of India
Ministry of Human Resource Development
Department of Higher Education
(S&S Section)

Shastri Bhawan, New Delhi.
Dated: _____, 2018

E-Tender Notice

Subject: E-Tender for Annual Maintenance Contract of Computers, Laptops, Servers, Printers, Scanners, UPS etc., installed in both the Departments of the Ministry of HRD – reg.

Ministry of Human Resource Development invites e-tenders on CPP portal in two bid system (**Part-I: Technical Bid and Part II: Financial Bid**), from eligible and reputed firms for the comprehensive 'Annual Maintenance Contract' in respect of Computers, Laptops, Servers, Printers, Scanners, UPS etc. installed in the Ministry of Human Resource Development for a period of One year on the terms and conditions enumerated in detail in the tender document. The contract may be extended beyond one year at the option of MHRD (see para C.vii of terms and conditions in this bid document). The tender document can be downloaded from the website <http://eprocure.gov.in/eprocure/app>.

2. The last date of receipt of quotation is by 1.00P.M. on 21.06.19. The Technical and Financial bids, in prescribed format and other required document as per tender notice should be submitted on CPP portal website i.e. <http://eprocure.gov.in/cppp>. Bidders are requested to furnish/upload scanned copies of all documents in pdf format. **EMD of Rs. 50,000/-** (Rupees Fifty Thousand Only) drawn in favour of "Pay & Account Officer (Education), Ministry of Higher Education, Ministry of Human Resource Development, Shastri Bhawan, New Delhi-110001 must be submitted to the Section Officer, S&S-I Section, Room No. 123-C, Shastri Bhawan, New Delhi on or before last date/time of bid submission without which the quotations will not be considered. The scanned copy of EMD should also be uploaded with other documents. The successful bidder will be required to provide a **Performance Security Deposit of 10% of the contractual value**, upon award of the contract. The technical bid will be opened on 24.06.19 at 3.00 P.M.

3. At any time prior to the bid due date, MHRD, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents.

4. Bidders may also contact toll free No. 18002337315 of Central Public Procurement portal for obtaining guidance to fill online tender.


(Sujit Kumar)
Under Secretary to Govt. of India
Tel. No. 011-23073109.

ANNEXURE- I

SCOPE OF WORK

1.0 The Ministry of Human Resource Development is having about 1000 computers (HP/Dell/Lenovo/HCL/Zenith and othermake Desktop computers), 50 Laptop Computers, 900 printers & 750 UPS installed in the office / residential office of Ministers / Parliament House Office etc. The details of machines are **indicated below**. The maintenance work will have to be carried out in the premises of the Ministry, the offices of which are located in Shastri Bhawan, Jeewandee Building, R.K. Puram, in the Parliament House and residential offices of the Hon'ble Ministers and senior level officers of the Ministry.

The approximate number of server / computers and other supporting peripherals / accessories proposed to be covered under the comprehensive annual maintenance contract are indicated below:-

Sl. No.	Item Details	Quantity in Nos. (outside warranty)	Quantity in Nos. (within warranty as on 04.10.2018 date)*
1.	Server : HP	3	0
2.	Desktop Computers (i3, i5 and i7)	572	134
3	Desktop Computers (core 2 duo, Dual core, P-4)	244	0

4	Apple i-Mac	5	1
5	Laser(661) /Deskjet(1) / Dot Metrix(1) Printers	621	42
6	Laser Color Printers	9	2
7	MFP Laserjet	172	19
8	Scanners (Flat bed & Sheet Feeder)	212	0
9	UPS - Up to 1KVA	542	21
10	UPS - 2 KVA	181	0
11	Online UPS - 2 KVA (8)/5KVA(2)	9	1
12	Laptop computers	50	0
* These quantities have been indicated to enable the bidder to know the likely increase in the volume of work as and when the equipment comes out of warranty. Also see the note below.			

(Note: The number of equipment for the purpose of 'service maintenance contract' is liable to vary / change from time to time. In that situation, the amount of AMC will also vary according to the number of equipments.)

A. EVALUATION OF BIDS

- i. Offers of the firms who have submitted the correct amount of earnest money in the manner stipulated in this bid document (see para 2 of e Tender notice above), will be assessed for their fulfillment of the eligibility criteria as given in annexure II of this tender document. Only firms who fulfill the eligibility criteria, will be considered further for the price bid stage. Also such bidders who fulfill the eligibility criteria but are not reported to have satisfactory past performance by ministries/ departments/entities will be ignored and will not be considered further for price bid stage.
- ii. The price bids of only such bidders who are cleared in para (i) above, will be opened for assessment of L1. The price bid which on opening are seen to be conditional will however be summarily ignored. **Also price bids with value lower than the minimum acceptable value for A₁₇ and A₁₈ (see annexure IV) will be considered unresponsive and will be summarily rejected.** Further, bidders should quote rates keeping this in mind. MHRD reserves the right to reject bids quoting unreasonably low rates.
- iii. In case more than one bids are L1, all the bidders who are L1, would be invited together by MHRD for giving their revised offer in separate sealed covers to enable MHRD arrive at a single lowest bid. This process would be repeated till a single lowest bid is arrived at.
- iv. In the event of L1 bidder not submitting the requisite PSD within the stipulated time or reneges from its bid, it will stand to lose its EMD. Besides, it will also be debarred from further award of contract by MHRD in future.
- v. In that situation, MHRD will be at its liberty to consider L2 rate for finalization of contract.

B. CONDITIONS OF BIDDING

- i. It will be the sole responsibility of each bidder to fully acquaint him with all the local conditions and factors, which could have any effect on the performance of the contract and/or the cost. In this regard, bidder is free to visit and examine the locations of the MHRD to get to understand the circumstances and requirements of the contract.
- ii. Unsolicited change in price during its validity period would render the Bid liable for rejection. Unsolicited clarification after submission of the bid will not be considered in tender evaluation.
- iii. The supplier must agree to abide by the terms and conditions by signing in the technical bid failing which

the offer will be summarily rejected.

- iv. The **Earnest Money Deposit (EMD) of Rs.50,000/- (Rupees Fifty Thousand Only)** in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the commercial banks, in favour of the Pay and Accounts Officer (Edu), Shastri Bhawan, New Delhi is to be submitted to Section Officer (S&S-I) Section, Room No.123-C, Shastri Bhawan, New Delhi on or before last date / time of bid submission without which the tender will not be considered. EMD in any other form, i.e., in Cash, etc., shall not be accepted. The tenders received without EMD in the above said manner or the tenders incomplete in any other respect shall be summarily rejected, and no tenderer shall have any right to represent it even if his / her quotation happens to be the lowest.
- v. The EMD of the firms whose quotations are either not considered meeting the eligibility criteria (as detailed in annexure II) **or not finally accepted will be released after finalization of the contract.** The earnest money of the firm whose quotation is accepted will be released only after the firm deposits with the Ministry necessary Security Deposit mentioned in sub-para B(x) below.
- vi. Bids incomplete in any respect are liable to be rejected without assigning any reason therefor. MHRD also reserves the right to accept or reject any bid, in whole or in part thereof, without assigning / specifying any reason therefor. The decision of the competent authority shall be final and binding upon the bidder. The Ministry also reserves the right to award the maintenance work of all the systems / equipment or specified systems / equipments or a specified item of work to a particular firm.
- vii. The EMD shall stand forfeited if a bidder withdraws or amends the quotation / tender, or impairs or derogates from the tender in any respect during the period of bid, or in case successful bidder fails to sign or accept the contract within the stipulated period. No interest will be payable on the EMD. The EMD shall also stand forfeited in the event of premature withdrawal of the tender / quotation by any of the bidder.
- viii. The job of maintenance shall be entrusted on the basis of **all-inclusive rate(all spare parts, including battery for UPS to be supplied / provided by the contracted firm itself) contract on 'As is where is basis'**. The scope of maintenance will be full service maintenance. The 'full-service' maintenance shall mean general & breakdown maintenance, servicing and repairs / fixing / replacement of all or part of the electrical / electronic, and / or mechanical components & parts of the computer systems (including the Hard Disc), and of printers, scanners etc., during the currency of the contract at the complete risk, responsibility and the cost of the contractor. The term 'maintenance' shall also include rectification of all hardware and software problems (including operating systems) / defects and shall also include cost of all parts / repairs / replacements necessary for the proper maintenance / functioning of the aforesaid systems. No extra charges for any general wear and tear / spare parts, etc. shall be made by the Ministry.
- ix. **While quoting the rates in this tender, the bidder shall also note the requirement for 6 (Six) resident engineers on daily basis as specified in sub-para C(ix) for maintenance of computers and other systems,** MHRD is conscious of the fact that the quality of maintenance contract depends *inter-alia* on the quality of manpower deployed by the contractor. In order to ensure this, these resident engineers will be paid by the prospective contractor an amount not less than the minimum base salary of Rs 35400 per month for team leader and Rs 29200 per month for computer engineer (see details in the price bid in annexure IV). Based on this, the **minimum acceptable value for A₁₃ in price bid is Rs. 40268 per month. The minimum acceptable value for A₁₄ in price bid is Rs. 33215 per month. Bids with value lower than Rs 40268 for A₁₃ and Rs 33215 for A₁₄ will be considered unresponsive and will be summarily rejected.**

Payment for a given quarter by MHRD to a prospective contractor will be subject to a certificate about having made payment to the engineer at the prevailing rate in the preceding quarter.

x. **SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE**

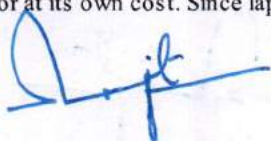
On placement of Letter of Intent or intimation of being successful tenderer, the service provider shall furnish Security Deposit-Cum-Performance guarantee in the form of demand draft / FDR/ Bankers Cheque or Bank Guarantee from any Schedule Bank in India in favour of the "Pay & Accounts Officer (Education), Department of Higher Education, Shastri Bhawan, New Delhi" for 10% of the annual value of the contract (as defined in price bid in annexure IV) within 15 days from the date of intimation to the firm to submit the security deposit. **It should be valid for a period of two**

Months beyond the period of contract, to ensure faithful execution of the contract.

- Xi. The Security Deposit in any other form such as cash etc. will not be accepted under any circumstances. The Security Deposit will be refunded only after the successful and satisfactory completion of the contract. This deposit is liable to be forfeited in full or in part, if during the period of contract, the services of the contractor firm are found to be unsatisfactory in any respect, and/or if any of the conditions of the contract is contravened / breached, and/or towards any damage caused to Government due to negligence on the part of the contractor or his employees. The decision of the Ministry in this regard shall be final and binding on the firm. Moreover, this forfeiture may be in addition to any action by the Ministry that the contractor firm may invite upon themselves due to any of the reasons specified in this tender document.
- Xii. In the event of failure to deposit the security deposit for the value and within the time stipulated above, MHRD, may at its discretion ignore the corresponding offer, forfeit its EMD and will be free to consider the next higher eligible offer. It is however permitted that EMD can be adjusted against part submission of SD. However, for this, the successful bidder will have to give his consent within the stipulated time of 15 days.
- Xiii. There is no obligation on the part of the Ministry to inform the unsuccessful tenderers of the outcome of the tender process, but successful tenderers will be informed.
- Xiv. The successful bidder will have to commence the work within 7 days of acceptance of contract. Otherwise the contract will be cancelled and EMD will be forfeited.

C. TERMS AND CONDITIONS OF THE CONTRACT

- i. The successful firm will be free to inspect the systems before taking them over for maintenance.
- ii. Immediately on award of contract, the contractor would be handed over a list of equipment by MHRD. The contractor will be required to take over the maintenance of all such equipment within 7 days from the submission of list to him by MHRD. It will be expected that the contractor will point out within the next seven days any deficiency in the hardware being taken over by him with an estimate for repair of the same. On the advice of MHRD, the contractor will set right/repair the deficiency within two weeks and submit its repair cost to MHRD. In the event of the contractor not doing the same within the stipulated time of 15 days, it will be presumed that the machines have been taken over by the contractor in good condition. It shall be the responsibility of the firm to keep all the machines in satisfactory condition thereafter, throughout the contract period and also to handover the system to the Ministry or to the next contractor in working condition on the expiry of the contract. While taking over the systems for maintenance, they shall be required to affix their 'identity' stickers showing the firm's name, contact telephone numbers etc., and also prepare a list containing all the relevant information of the computers, peripherals, etc., & UPS systems along with the name of the user-section / desk / office & the name of the contact person. These lists will be cross verified by the Ministry and modifications / corrections, if any, required will be carried out and the exact number of systems will then be accordingly decided and fixed / reckoned finally for the purpose of maintenance work.
- iii. For those machines whose warranty period would expire during the currency of contract, if agreed to by the competent authority, the tenderer would be required to maintain such machines on the same rates as approved by the Ministry.
- iv. The contractor firm should be in possession of necessary device drivers for the purpose of installation of computers & other peripherals and their components, wherever and whenever necessary. The maintenance service does not, however, include repair of damages resulting from accidents, high voltage fluctuation etc, and / or resulting from unauthorized tampering or mishandling of the equipment by persons other than the service engineers deputed by the contractor.
- v. In the case of Laptop Computers, the replacement of batteries would be procured & installed by the contractor at its own cost. Since laptop battery has not been in the scope of contract till now, the initial



replacement of battery of each of the existing laptops will be done by MHRD at its own cost. Thereafter the subsequent replacement of battery of laptop will be responsibility of the contractor.

- Vi. Few Additional components, like RAM memory modules which are not listed separately in the Schedule of Rates, will be provided by MHRD on the technical advice of the contractor. However, it will be installed in the main systems by the contractor.
- Vii. The contract will remain in force for a **period of one year** from the date of award. The Ministry, however, reserves the right to review the performance of the contractor firm whenever a need arises, and also to terminate the contract at any point of time during the currency of the contract in case the performance and the service rendered by the contracted firm is found to be unsatisfactory. The decision taken by the Ministry in this regard shall be final and binding upon the firm. The Ministry further reserves the right to renew the contract for such period(s) not exceeding three years after the initial one year, as it may deem necessary, taking into account the satisfactory performance of the contractor firm during the currency of the contract.
- Viii. **The Ministry also reserves the right to add into the contract additional number of systems during the currency of the contract for the purpose of maintenance on the same approved rates and the same terms & conditions. Likewise, the Ministry also reserves the right to exclude from the contract any number of computers and other items if they are found to be unserviceable at any point of time during the currency of the contract. The contractual charges payable will be modified accordingly.**
- ix. The firm entrusted with the work will have to do the 'maintenance' work during the entire period of contract, from the date of award, at the rates to be finally approved / accepted by the Ministry, which shall be valid for the whole of the period of contract (and any extension thereafter). For any material repair/replacement, it shall be the responsibility of the successful tenderer to carry out all the requisite servicing and all sorts of repairs and also to provide proper replacements for the damaged / worn out parts, etc, with the genuine and standard quality spare parts that are needed for proper maintenance / upkeep of the systems / equipment(s) concerned throughout the period of contract. If for any reason, the firm is not able to do so, the work will be got done through / from some other firm or from open market at the cost of the approved contractor and the expenditure so incurred shall be recovered from the security deposit by the contractor firm and/or from the dues payable to them. For the regular and proper maintenance / upkeep of the computer systems, printers and other systems that are covered under the contract, and for instantaneously attending to the complaints received from officers / members of the staff of this Ministry, **the firm shall have to depute to this Ministry at least (6) Six well-qualified service engineers** having adequate knowledge and experience in the relevant field, on full day basis, as Resident Engineers, in Shastri Bhawan or other premises of MHRD. The Service Engineers must possess the qualification from a University / Institution recognized by UGC/AICTE/MHRD {see Table below in sub para C(x) for details}. The bidder will furnish the details of the qualifications of the service engineers before deputing them in this Ministry. Any violation of this clause will be the sufficient reason to terminate the contract. Penalty of Rs.500/- per day will also be imposed for violation of this clause. The contractor firm should also ensure that the persons so deputed for the 'maintenance' work have adequate knowledge in the field of system software.

X. Experience and Qualification:

MAIN HELPDESK TEAM (Computer AMC)			
Manpower	Minimum/Qualifications	Experience	Qty
Team leader cum Helpdesk In-charge	BE/B.Tech in Computer Science/IT or MCA	5yrs	01
Computer Engineer	BE/B.Tech in Computer Science /IT or MCA	3yrs	05

These resident engineers will be paid by the prospective contractor an amount not less than the minimum base salary of Rs 35400 per month for team leader and Rs 29200 per month for computer engineer (see details in the price bid in annexure IV). Payment for a given month by MHRD to a prospective contractor will be subject to a certificate about having made payment to the engineer at

the prevailing rate in the preceding month.

- Xi. The service engineers deputed for the maintenance work should report to the CMIS unit of this Ministry at 9.00 AM daily on all working days and should attend to the complaints as per the complaint register being maintained in CMIS unit for this purpose. Before leaving at the close of office at 5.30 PM, the engineer should indicate in the said register the status of the complaints attended to by him during the day. Once a person is deputed as a 'Resident Engineer' to this Ministry, he should be changed only after intimating the US(S&S) / MHRD giving due reasons. However, the firm shall be bound to change the person, if so desired by US(S&S)/MHRD, within 24 hours on intimation.
- Xii. The 'Full Service Maintenance Contract' shall essentially consist of 'Preventive' as well as 'Corrective' maintenance. Hence the successful contractor should undertake / carry out necessary exercises to ensure corrective as well as preventive maintenance of the systems concerned.
- Xiii. **Corrective maintenance:**

The contract firm should ensure that all the complaints are attended to by the resident service engineers immediately. The complaint calls received directly from the users concerned shall also be duly honoured and the defects noticed in the systems shall be rectified immediately to put back the systems to normal working conditions. The firm should specify the downtime for a system, which should not, in any case, be more than 24 hours. In case, the systems concerned remain either unattended or defective even after the specified downtime for want of repairs / replacements, etc. or due to fault / neglect of the contractor firm or its service engineers, **a deduction at the following rates per day & per machine will be made as (or towards) compensation for delay in maintenance from out of the contractual charges payable for the maintenance, etc.:-**

(a)	Main computer systems	:	Rs. 200 per day
(b)	LaserJet printers	:	Rs. 100 per day
(c)	DeskJet/Inkjet/Dot Matrix printers	:	Rs. 50 per day
(d)	UPS systems	:	Rs. 75 per day
(e)	Other peripherals	:	Rs. 50 per day

In the event of more number of complaints on a particular day and/or the resident engineers deputed are not in a position to attend to all such complaints, the contractor firm should immediately arrange to depute additional one or more service engineers, as may be required, in order to ensure that work of the Ministry does not suffer under such an exigent situation/condition. No extra payment will be made for this purpose.

Any deviation in the quality of spare parts replaced quantity quoted will also invoke penalty as above

XIV. **Preventive maintenance:**

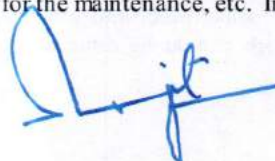
(a) Since the firm awarded the contract will be solely responsible, in terms of the terms & conditions of the contract, for the smooth and satisfactory working/functioning of all the systems/machines covered under this contract, the contractor firm should undertake preventive maintenance and also conduct **periodical and regular check-ups** (at least once in a month) of all the computer systems, printers, scanners, UPS systems etc., so as to maintain them in a perfect working condition with the requisite fittings, parts, accessories, etc. and by carrying out repairs/replacements, wherever necessary, within the all-inclusive maintenance rates quoted/tendered and subsequently accepted/approved by the Ministry. **The contractor shall also obtain a certificate every month from the In-Charge of CMIS Unit that all complaints have been attended and rectified within 24 hours and specify the details of the complaints which are not attended in the prescribed time.** If the Ministry has sufficient reasons to infer/conclude that the system/equipment concerned has not been properly maintained and serviced by the Contractor firm, deduction as stipulated in clause xiii above will be made. In addition, MHRD reserves the right to short close the contract if it is of the opinion that the contractor has not been able to performance its preventive maintenance responsibility to MHRD satisfaction.

(b) The firm will also undertake **regular cleaning** of the cabinet of system units, monitors, printers, keyboards, mouse units and other items from outside using appropriate liquid cleaning agents. The cleaning work should be done at least once in every quarter. Moreover, they will also take care of

cleaning the inside of the systems as well.

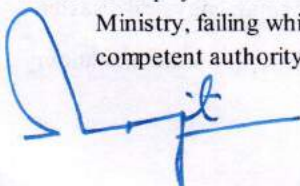
(c) Contractor should note that some of the systems and other associated Peripherals are currently under Comprehensive Warranty support up to different point of time with respective OEMs/ Vendors of the Systems. It will be the responsibility of the contractor to contact (on behalf of MHRD), the OEM/vendor of hardware for managing the warranty commitment. During the Warranty period, it shall be the responsibility of the contractor to get the IT system repaired by the OEM/ vendor. Further, such Systems shall also be maintained by the contractor for defects other than manufacturing defect (which are to be attended by the OEM/Vendor). It is to be noted that the number of different IT hardware which are under warranty is mentioned in para 1 of scope of work under annexure I. The bidder is however expected to quote a single price by averaging its expected cost of maintaining the hardware outside warranty and the expected cost of maintaining hardware inside warranty.

- XV. The contractor firm should also submit periodically certificates obtained from the users concerned as evidence in support of the 'satisfactory' functioning/working of the equipment concerned during the period of report and also to establish that the job work carried out by the contractor firm had been as per the instructions of the Ministry and that the equipment had not remained out of order for want of repairs/replacements, etc.
- XVI. The firm will replace all the parts/components in case of damage. The defective parts should be replaced with genuine and brand new parts conforming & compatible to the model/configuration of the system, and if it is found that the parts replaced are inferior in quality, recovery as mentioned in sub para xiii above will be imposed on the firm. The replaced parts should also carry a warranty for a period of time as allowed by the OEM of the spare. The Ministry reserves the right to reject any part of the items found inferior in quality or workmanship. The defective parts can be taken in their possession by the contractor firm after due replacements.
- XVII. **The firm will carry out preventive virus checks in all the computers periodically and also will remove viruses, if found at any point of time in any of the computer systems. The engineer should, therefore, be equipped with the latest versions of appropriate virus-removal software-packages and their 'updates' for this purpose.**
- XVIII. The work shall be carried out in the premises of Shastri Bhavan & R.K. Puram, West Block, residences of ministers and senior officers of MHRD and Jeevan Deep Building where the offices of Ministry of HRD are located. The Annual Service Maintenance Contract shall also extend to the computer systems, Printers, Scanners etc., installed at the residences of the Hon'ble Ministers and the Senior Level officers of the Ministry. A complete list showing the locations where the equipment to be covered under the contract is installed / presently available will be handed over to the successful contractor firm. Only such work as is not possible to be executed in the premises of Shastri Bhavan / R.K. PURAM / Jeevan Deep Building and at the residences of Ministers / Senior Officers of the Ministry shall be allowed to be carried out in the workshop of the firm. No system shall be taken out of the Ministry without prior written permission of the Ministry. The charges for transporting of equipment / machines from the premises of Shastri Bhavan / R.K. PURAM / Jeevan Deep Building and other places to the workshop and back & freight charges, if any, as well as the payment to the labourers for this purpose shall have to be borne by the successful contractor firm itself. The system or part thereof taken out of the Ministry should be brought back in perfect working condition, and if it is found that any alteration has been done within the system causing subsequent damage to it, penalty as deemed fit by the competent authority, will be imposed on the firm. The decision of the Ministry in this regard shall be final and binding on the firm. **In any case, no machine shall be kept away from the premises of the Ministry for more than 4 working days in succession, failing which a sum of Rs.300/- per day will be charged towards the delay till the date the system is installed back in the Ministry in a perfect working condition.** This deduction as a penalty will be made from the contractual charges payable for the maintenance, etc. In case the



contractor firm fails to rectify the defect and is not able to put back the system into normal working condition, the Ministry shall then have the discretion to cancel the contract forthwith and the security money will also be forfeited.

- XIX. In the event of any or part of the systems covered under the AMC to be taken to workshop for repair etc., the contractor firm should also provide appropriate stand-by equipment / system etc., so as to ensure that the work of the users concerned is not hindered. For full system standby, 5 nos each of PC, printer and UPS is the minimum quantity that the contractor will keep as standby. Further, at the level of components, the contractor shall keep sufficient quantity of spare parts which will include CPUs, Mother Boards, HDDs, HP Laserjet / Deskjet printers, CD ROMs, DVD Writers, LAN & Sound Cards, SVGA Card, Keyboards & Mouse, Printer & power cables, Adaptors, Teflon, batteries, SMPS etc, ready in Shastri Bhavan. The contractor will make its own arrangement for internal carriage of hardware/its components within the office of MHRD and also (if there is a need) to carry/transport the parts/components from its place of installation at an office of MHRD to the place of repair of the contractor's workshop outside MHRD at its own risk and cost. No separate labour or transport will be provided for this by MHRD. Thus it is advisable that the contractor keeps suitable labour for this purpose.
- XX. In the event of the computer system requiring formatting of hard disk, etc., for the immediate restoration of normalcy, the contractor firm shall, before carrying out such a formatting, shall make arrangement for necessary backup of the important data / files stored on the system. The firm shall provide adequate number of hard disc media for taking the back up. The contractor firm shall also render every possible assistance in the 'data' security & in the recovery of 'data' in case of system failure and crashing of HDD of server / any computer system under the maintenance contract.
- XXi. Should any need or eventuality arise, the Ministry shall, within its competence, requisition the services of the resident service engineers / mechanics of the contractor firm outside the working hours, including on Saturdays / holidays. No payment or any additional remuneration shall, however, be made for this purpose.
- XXii. The selected contractor firm shall also provide functional Mobile Phones to the service engineers for contact and urgent communications.
- XXiii. The contractor firm will be entirely responsible for any loss caused to Government by way of inflicting any damage to the systems / equipment or to any other Government property as a result of negligence or carelessness on the part of the contractor firm or its authorized engineers / representatives or for any default occasioned due to use of parts / spares supplied by the firm. The contractor firm should make good the financial or any other losses caused to / suffered by the Government on this account. In case, the Security deposit falls short or is found to be insufficient to meet / adjust the loss thus incurred by the Ministry, the balance, as may be necessary, shall be recovered from the contractual charges due to the contractor firm. The decision of the competent authority in the context shall be final and binding on the contractor. All disputes arising out of or in connection with the contract shall be settled by the sole arbitration appointed by competent authority in this behalf.
- XXIV. In case, the contractor fails to cope up with the workload or doesn't render satisfactory services or dishonour the contract in any way, the contract awarded shall be liable for summary cancellation / termination forthwith, without any notice, and the security deposit and payment due to him, if any, shall also be forfeited. The Ministry is free to entrust the job to any other firm / party at the risk and cost of the defaulting contractor. In this connection, decision of the authority competent in the Ministry shall be final and binding on the contractor.
- XXV. **Under no circumstances shall the successful contractor firm appoint any sub-contractor or sub-lease the contract. If it is found that the contractor has violated these conditions, the contract will be terminated forthwith without any notice, by the competent authority.**
- XXVI. The contractual charges payable for the maintenance of items indicated above will be released in four installments and on quarterly basis.
- XVII. On expiry of the contract, the firm will have to hand over the systems in perfect working condition to the Ministry, failing which suitable amount will be deducted from the security deposit. The decision of the competent authority shall be final and binding upon the contractor firm.



xviii. DEMOBILISATION/ HANDOVER ON CONTRACT COMPLETION.

- a. Demobilization period will be a period of up to 30 days before the date of expiry/ completion of contract. Demobilization here means setting right all the hardware that has been under the AMC of the contractor.
- b. The Contractor would have to complete the demobilization process including closing all pending calls, and handing over all site related information to the MHRD or the next contractor during this period.
- c. Within 30 days of the expiry of the Contract, the Contractor's representative and MHRD representatives, including any third party so deputed by the MHRD for the purpose, may carry out Joint survey/service desk reports/ physical inspection to identify the status of the equipments deployed at their locations. If any of the equipment is found non-working/ irreparable, MHRD shall ask the contractor to repair/ replace the same as part of the existing contract.
- d. In case the Contractor is not able to repair MHRD at its sole discretion, may get the equipment restored/ repaired/substituted by any third party at the risk and cost of the Contractor. The mode and mechanism of choosing the third party for the said purpose shall be at the sole discretion of the MHRD. In this case, the cost of the resolution of the equipment restoration/ repair/ substitution by the third party will be deducted from the bills of the contractor or from the security amount or otherwise as applicable.
- e. Ceiling on deductions / penalty stipulated in this document, if any, shall not be applicable on deductions applicable during Demobilisation/ handover on contract completion.
- f. Final Payments of the Contractor shall be cleared only after, in addition to any other condition necessary for final payment, all the pending calls have been closed successfully.
- g. On expiry/ completion of the contract, the Contractor shall clear away and remove from the MHRD site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and works clean and in a workmanlike condition to the satisfaction of the MHRD. No final payment in settlement of the accounts for the Contract shall be paid, held to be due or shall be made to the Contractor till, in addition to any other condition necessary for final payment, site clearance has been affected by him, and such clearance may be made by the MHRD at the expense of the Contractor in the event of his failure to comply with this provision within 15 days after receiving notice to that effect. Should it become necessary for the MHRD to have the site cleared at the expenses of the Contractor, the MHRD shall not be held liable for any loss or damage to such of the Contractor's property as may be on the site and such removal may also be effected by means of public sales of such materials and property or in such a way as deemed fit and convenient to the MHRD.

XXIX. Any sum of money due and payable to the contractor, including the Security Deposit, under this contract shall be appropriated by this Ministry or by any other person(s) contracting for and on behalf of the President of India, and set off against any claim to this Ministry and of such person(s) for the payment of a sum of money arising out of other or under any contract with this Ministry or such persons.

XXX. The jurisdiction for legal disputes, if any arising during the currency of the contract will be settled in Delhi Courts only.

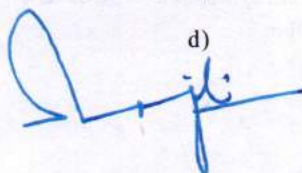
XXxi. The Service Provider shall be responsible for payment of wages/settlement of dues with workers engaged by the firm as per prevailing labor / wage laws in force in NCT of Delhi and the department shall not be party to any dispute between the contractor and the workers.

XXii. The bidder should ensure to maintain the adequate number of Service Resident Engineers. In case the service resident engineer absents from duty, a reliever of equal status shall be provided by the bidder or else a penalty @ **Rs. 500/-**per engineer per day will be deducted from the bill.

XXiii. Force majeure

Shall mean and be limited to the following:-

- a) War/hostilities.
- b) Riot or Civil commotion.
- c) Earthquake, flood, tempest, lightning or other natural physical disaster.
- d) Statutory restrictions imposed by the Government or other statutory



bodies, which prevents or delays the execution of the Contract by the CONTRACTOR.

The CONTRACTOR shall advise MHRD by a registered letter duly certified by the local Chamber of Commerce or statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over 15 working days, if arising out of causes of Force Majeure, MHRD reserves the right to terminate the Contract.

Neither MHRD nor CONTRACTOR shall be liable to pay extra costs provided it is mutually established that Force Majeure Conditions did actually exist.

In the event of termination of the Contract under this clause, the Performance Guarantee shall not be forfeited.

(xxxiv) ARBITRATION:

In case of any dispute or difference arises out of or in connection with or carrying out of works (whether during the progress of the works or after their completion and whether before after determination, abandonment or breach of contract) except as to any of the matters, provided hereunder, the parties hereto, shall first endeavor to settle such dispute or differences amicably.

If both the parties fail to reach such amicable settlement, then either party (MHRD or Contractor) may (within 21 days of such failure) give a written notice to other party requiring that all matters in dispute or differences be arbitrated upon. Such written notice shall specify the matters which are to be referred for arbitration matters shall be referred to the arbitration of a single arbitrator to be appointed by both the parties or in case of disagreement as to the appointment of a single arbitrator, to two arbitrators who will be appointed one each by each party. Further, the two arbitrators, may like to appoint an umpire, in writing before entering upon the references. In the event of the two arbitrators not agreeing to a common award, the umpire will adjudicate upon the matter and will give his award which will be binding on both the parties. Provisions of **Arbitration and Conciliation Act 1996 or any statutory modification or reenactment**, thereof and rules framed there under from time to time shall apply to such arbitrations.

Venue of arbitration shall be New Delhi, India. The award of the arbitrator shall be final, conclusive and binding on all parties to this contract. The arbitrator or arbitrators appointed under this Article shall have the power to extend the time to make the award with the consent of the parties. Pending references to arbitration, the parties shall make all endeavors to complete the work in all respects and all disputes, if any will finally be settled in the arbitration. Upon every or any such references to the arbitration, as provided herein the cost of an incidental to the reference and Award respectively shall be in the discretion of the Arbitrators or the Umpire, as the case may be.

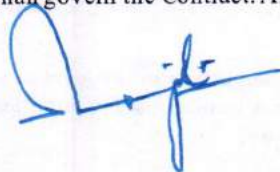
It is agreed that the Contractor shall not delay the supplies by reason of any such matter, question or dispute being referred, to arbitration, but shall proceed with the works with all due diligence. The Purchaser and the Supplier hereby also agree that arbitration under this clause shall be a condition precedent any right of action under the contract.

(xxxiii) RISK CLAUSE

Ministry reserves the right for termination of contract at any time, if the services are found unsatisfactory and also has the right to award the contract in the manner MHRD deems fit to any other agency at the risk and cost of the bidder and excess expenditure if incurred on account of this will be recovered by the Ministry from his security deposit or pending bill or by raising a separate claim.

(xxxiv) JURISDICTION & APPLICABLE LAW

The Laws of India shall govern the Contract. All disputes shall be decided within Jurisdiction of Hon'ble Delhi High Court.



(xxxv) **CORRESPONDENCE**

All information, correspondence letters & details that accompany the tender documents and all further correspondence in connection with tender to be submitted in two copies to:

**The Under Secretary (S&S),
123-C, Department of Higher Education, Ministry of Human Resource Development,
Dr. Rajendra Prasad Road, Shastri Bhawan, New Delhi-110001**

(xxxvi) **Payment:** No advance payment will be made in any case and TDS will be deducted as per rules. The firm will prefer the bills – quarterly, for payment of the AMC charges along with satisfactory report duly signed by the officers/sections and to the satisfaction of in-charge, CMIS that all complaints have been attended to.

(xxxvii) The firm will be entirely responsible for any loss caused to Government or to any other Government property as result of negligence or carelessness of firm. The firm should make good the financial or any other losses caused to /suffered by the Government on this account. In case of the security deposit falls short or found to be insufficient to meet/adjust the loss thus incurred by the Ministry, the balance, as may be necessary, shall be recovered from the contractual charges due to the firm. The decision of the Ministry in the context shall be final and binding on the contractor.

(xxxviii) The contract awardee firm has to ensure that it fulfills all the requirements as per tax laws and other laws applicable to his firm. Ministry of Human Resource Development will not be liable for any violation of any laws/rules & regulations on the contractor and his firm.



(Sujit Kumar)
Under Secretary to Govt. of India
Tel. No. 23073109.

Annexure-II

ELIGIBILITY CRITERIA

Based on the following eligibility criteria, the technical bid given in annexure III will be filled by the bidder along with the documentational requirement indicated in annexure III (to support the fulfillment of the eligibility criteria) for consideration and evaluation of their technical bids.

1. Firms should have minimum experience, of **3 years**, in the maintenance of all types & models of computer systems and the supporting peripherals / accessories in the Government Ministries / Departments / Government or autonomous organizations, including Public Sector Undertakings.
 - 1.1 Experience certificates, award letters and performance certificates of each of the last three years in AMC of Computer and Peripherals issued by officers of the level of section officer or above should be uploaded (for years 2015-16, 2016-17 & 2017-18).
2. The firm must have executed single contract of maintenance of 800 computers (this includes laptop) along with their supporting peripherals equipments/accessories like printer, scanner during 2015-16, 2016-17 or 2017-18 in the Government Ministries / Departments / Government or autonomous organizations and Public Sector Undertakings.
3. (a) The firm must have *cumulative* annual turnover of value equal to or exceeding Rs. 60 lakhs per annum during **each** year of the last 3 financial years from Annual Maintenance Contract of computer and peripherals. i.e. 2015-16, 2016-17 & 2017-18 in the Government Ministries / Departments / autonomous organizations/ Public Sector Undertakings.

OR

(b) The bidder must have executed at least one Annual Maintenance Contract of computer and peripherals of value equal to or exceeding Rs. 60 lakhs during **any** of the year 2015-16 to 2017-18 in the Government Ministries / Departments / autonomous organizations/ Public Sector Undertakings.

Document in support of the claim signed by an officer of the level of Section Officer or above may be uploaded with the tender. In case of Autonomous Organization, It should be issued by Assistant Manager/Assistant Director or above.

4. The firms participating in the tender must have PAN No., GST NO. The documentary proof of PAN No. registration certificate, VAT No. and Service Tax No/ GST No. is to be uploaded with the Technical Bid.
5. The bidder must have a valid (as on the date of tender opening) ISO 20000-2011 series certification covering Computer Maintenance and Repair services / Computer Facilities Management Services. The Certificate should be issued in the name of Office located in Delhi/Noida/Gr. Noida/ Gurgaon/Faridabad or Ghaziabad (The copy of the Certification to be submitted).
6. Bidder should submit an undertaking as incorporated in annexure – III that he has not been black listed currently and in the past three years in any Central/State government ministry/department/Public Sector Undertaking (PSU)/government Bank. In case, if it is found that this undertaking is false, the contract will be cancelled and the performance bank guarantee will be forfeited.
7. The firms participating in the tender must be registered in Delhi NCR with ESIC/EPFO if the number of manpower is more than 20.
8. Address, Telephone No. and E-mail is to be uploaded with the Technical Bid.
9. The financial bids are to be uploaded only in the BOQ in the CPP Portal. The rates quoted against each item in the **BOQ will be excluding taxes**. Taxes will be paid as per rules over and above the quoted rates.
10. It is cautioned that any firm which discloses its financial quote in the technical bid will be summarily rejected.

Annexure-III

PROFORMA FOR TECHNICAL BID

(AMC of Computers, Laptops, Servers, Printers, Scanners, UPS etc., installed in Ministry of HRD)

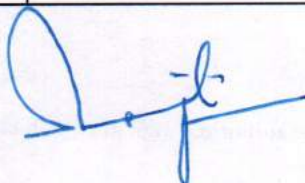
Qualifying Bid Documents

(Copies of all documents are required to be uploaded in the Technical Bid on the CPP Portal)

Tender No. 5-44/2018-S&S

Note: The documents to be uploaded should be legible, covered with index and have proper page no. In case the uploaded documents are not readable, the tender cannot be examined and the Technical Bids can be rejected, thereby rejecting the Tender of that firm.

SL.No.	Details	Documents to be uploaded
1.	Name of Company/Firm	
2.	Address with Tele. No., email	
3.	Contract person's name, phone number and mobile number.	
4.	Firms should have minimum experience, of 3 years, in the maintenance of all types & models of computer systems and the supporting peripherals / accessories in the Government Ministries / Departments / Government or Semi-government organizations, including Public Sector Undertakings.	Experience certificates, award letters and performance certificates of each of the last three years in AMC of Computer and Peripherals issued by officers of the level of section officer or above should be uploaded (years i.e 2015-16, 2016-17 & 2017-18).
5.	The firm must have executed a single contract of maintenance of 800 computers (this includes laptop) along with their supporting peripherals equipments/accessories like printer, scanner during 2015-16, 2016-17 or 2017-18 in the Government Ministries / Departments / autonomous organizations/ Public Sector Undertakings.	Document confirming the same must be uploaded issued by officers of the level of section officer or above (years i.e 2015-16, 2016-17 & 2017-18). In case of Autonomous Organization and PSUs, It should be issued by Assistant Manager/Assistant Director or above.



6.	<p>(a) The firm must have <i>cumulative</i> annual turnover of value equal to or exceeding Rs. 60 lakhs per annum during each year of the last 3 financial years from Annual Maintenance Contract of computer and peripherals. i.e. 2015-16, 2016-17 & 2017-18 in the Government Ministries / Departments / autonomous organizations/ Public Sector Undertakings.</p> <p style="text-align: center;">OR</p> <p>(b) The bidder must have executed at least one Annual Maintenance Contract of computer and peripherals of value equal to or exceeding Rs. 60 lakhs during any of the year 2015-16 to 2017-18 in the Government Ministries / Departments / autonomous organizations/ Public Sector Undertakings.</p>	<p>(a) Annual Turn Over to be clearly mentioned for 2013-14, 2014-15 and 2015-16. These can be established by CA certificate, Income Tax Return, Audited Balance Sheet, Profit & Loss Account or any other appropriate document (to the extent these documents can establish the same. The onus of submitting the appropriate document which can establish the same is that of the bidder)</p> <p style="text-align: center;">OR</p> <p>(b) Document in support of the claim signed by an officer of the level of Section Officer or above may be uploaded with the tender. In case of Autonomous Organization and PSUs, It should be issued by Assistant Manager/Assistant Director or above.</p>
7.	The firms participating in the tender must have PAN No., GST NO. The documentary proof of PAN registration certificate, GST number is to be uploaded with the Technical Bid.	Copy of PAN, GST registration.
8.	The bidder must have a valid (as on the date of tender opening) ISO 20000-2011 series certification covering Computer Maintenance and Repair services / Computer Facilities Management Services. The Certificate should be issued in the name of Office located in Delhi/Noida/Gr. Noida/ Gurgaon/Faridabad or Ghaziabad.	Scanned copy of Certificate
9.	The firms participating in the tender must be registered in Delhi NCR with ESIC/EPFO if the number of manpower is more than 20.	Documents confirming the registration with ESIC / EPFO.
10.	The firm should submit EMD worth 50,000/- (Rupee Fifty Thousand Only) in the form of Fixed Deposit Receipt/Bank Draft/Banker's Cheque/Bank Guarantee drawn in favour of "Pay & Account Officer(Education), Department of Higher Education, Ministry of Human Resource Development, Shastri Bhawan, New Delhi-110001.	Scanned Copy of EMD of Rs.50,000/-

Declaration

I hereby certify that the information furnished above is full and correct to the best of my knowledge. I understand that in case any deviation in the above statement at any stage, the company will be blacklisted and will not have any dealing with the MHRD in future.

2. It is hereby certified that the bidding company has not been black listed currently and in the past three years in any Central/State government ministry/department/Public Sector Undertaking (PSU)/government Bank. In case, if it is found that this undertaking is false, the contract will be cancelled and the performance bank guarantee will be forfeited.

3. The terms and conditions mentioned in the bid document including the proposed terms and conditions of contract are acceptable in full.



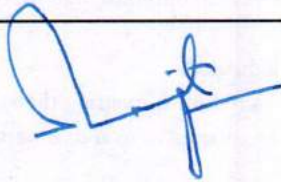
(Name & Signature of authorized signatory with stamp)

Annexure-IV

(AMC of Computers, Laptops, Servers, Printers, Scanners, UPS etc., installed in Ministry of HRD)

Tender No. 5-44/2018-S&S**PROFORMA FOR FINANCIAL BID****Important note: Bids with value lower than the minimum acceptable value for A₁₃ and A₁₄ will be considered unresponsive and will be summarily rejected.****Financial Bid to be furnished only in the BOQ attached with Tender Document**

S. No.	Details	Cost per unit per month (A)	Qty. (B)	Amount in Rs. C= (A x B)
1.	Server: HP	A ₁	3	C ₁ =3A ₁
2.	Desktop Computers (i3, i5 and i7)	A ₂	572	C ₂ =572A ₂
3	Desktop Computers (core 2 duo, Dual core, P-4)	A ₃	244	C ₃ =244A ₃
4	Apple i-Mac	A ₄	5	C ₄ =5A ₄
5	Laser(661)/Deskjet(1)/ Dot Matrix(1) Printers	A ₅	621	C ₅ =621A ₅
6	Laser Color Printers	A ₆	9	C ₆ =9A ₆
7	MFP Laserjet	A ₇	172	C ₇ =172A ₇
8	Scanners (Flat bed & Sheet Feeder)	A ₈	212	C ₈ =212A ₈
9	UPS - Up to 1KVA (with battery)	A ₉	542	C ₉ =542A ₉
10	UPS - 2 KVA (with battery)	A ₁₀	181	C ₁₀ =181A ₁₀
11	Online UPS - 2 KVA (8)/5KVA(2) (with battery)	A ₁₁	9	C ₁₁ =9A ₁₁
12	Laptop computers (with battery)	A ₁₂	50	C ₁₂ =50A ₁₂
13	Manpower cost (team leader) ^S	A ₁₃	1	C ₁₃ =1A ₁₃
14	Manpower cost (computer engineer) ^S	A ₁₄	5	C ₁₄ =5A ₁₄
for L1 Calculation		Total cost per month C= Sum of C1 to C14 Hence annual value of contract = 12C		



§ **Note (i):** These resident engineers will be paid by the prospective contractor an amount not less than the minimum base salary mentioned below. Payment for a given month by MHRD to a prospective contractor will be subject to a certificate about having made payment to the engineer at the minimum base salary in the preceding month.

§ **Note (ii):** The minimum cost per unit for A₁₃ and A₁₄ will include other statutory benefits like PF (current rate of employer contribution = 12%) and ESI (current rate of employer contribution=1.75%).

Minimum base salary for team leader is Rs 35400,

hence, min acceptable value for A₁₃ = 35400 + (12%+1.75%) of 35400 = 35400 + 4868 = Rs. 40268

Minimum base salary for computer engineer is Rs 29200,

hence min acceptable value for A₁₄ = 29200 + (12%+1.75%) of 29200 = 29200 + 4015 = Rs. 33215

Bids with value lower than the minimum acceptable value for A₁₃ and A₁₄ will be considered unresponsive and will be summarily rejected.

(Name & Signature of authorized signatory)

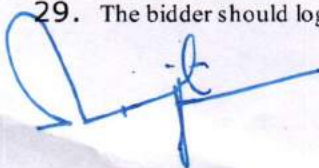
Annexure-V

Instructions of Online Bid submission

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

1. Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the contractors/bidders on the e-Procurement/e-tender portal is a prerequisite for e-tendering.
2. Bidder should do the enrollment in the e-Procurement site using the "Online Bidder Enrollment" option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the bidders should provide the correct/true information including valid email id. All the correspondence shall be made directly with the contractor/bidders through email id provided.
3. Bidder need to login to the site through their user ID/ password chosen during enrollment/registration.
4. Then the Digital Signature Certificate (Class II or Class III Certificate with signing key usage) issued by SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/SmartCard, should be registered.
5. The DSC that is registered only should be used by the bidder and should ensure safety of the same.
6. Contractor/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.
7. After downloading / getting the tender document/schedules, the Bidder should go through the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
8. If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
9. Bidder then logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of e-Token/Smartcard to access DSC.
10. Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'any tenders' folder.
11. From my tender folder, he selects the tender to view all the details indicated.
12. It is constructed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
13. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender documents/schedule and generally, they can be in PDF/xls/rar/jpg/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Bidders Bid documents may be scanned with 100 dpi with black and white option. It is advisable that each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through rar and the same can be uploaded, if permitted. However, of the file size

- is less than 1 MB the transaction uploading time will be very fast.
14. If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.
 15. The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
 16. Bidder should submit the Tender Fee/EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender or as indicated in the tender. Scanned copy of the instrument should be uploaded as part of the offer.
 17. While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
 18. The bidder has to select the payment option as offline to pay the Tender FEE/EMD as applicable and enter details of the instruments.
 19. The details of the DD/ any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable or liable for rejection.
 20. The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
 21. The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
 22. If the price bid format is provided in a spread sheet file like BoQ_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Priced-bid/BOQ template must not be modified / replaced by the bidder; else the bid submitted is liable to be rejected for this tender.
 23. The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bid online by the bidders at the eleventh hour.
 24. After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
 25. The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
 26. All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
 27. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
 28. The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
 29. The bidder should logout of the tendering system using the normal logout option available at the top



- right hand corner and not by selecting the (X) exist option in the browser.
30. For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Parallely for any further queries, the bidders are asked to contact over phone:1-800-233-7315 or send a mail over to cppo-nic@nic.in.

Annexure-VI

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date

To

The Under Secretary to the Government of India
S&S Section
Ministry of Human Resource Development
Department of Higher Education
Room No.123-C
ShastriBhawan
New Delhi.

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: 5-44/2018-S&S

Name of Tender / Work: - **Annual Maintenance Contract of Computers, Laptops, Servers, Printers, Scanners, UPS etc., installed in both the Departments of the Ministry of HRD.**

Dear Sir,

1. I/We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' for the web site(s) namely:
Annual Maintenance Contract of Computers, Laptops, Servers, Printers, Scanners, UPS etc., installed in both the Departments of the Ministry of HRD as per your advertisement, given in the above mentioned website(s).
2. I/We hereby certify that I/we have read the entire terms and conditions of the tender document {including all documents like annexure(s), schedule(s), etc.} which will also form part of the contract agreement (if the contract is awarded to me) and I/we shall abide hereby by the terms / conditions /clauses contained therein.
3. The corrigendum(s) issued from time to time by your Ministry/organisation too have all been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totally / entirely.
5. In case any provisions of this tender are found violated, then your Ministry/organisation shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours faithfully,
(Signature of the Bidder, with Official Seal)

