



BUREAU OF INDIAN STANDARDS

MANAK BHAWAN

9-BAHADUR SHAH ZAFAR MARG

NEW DELHI-110 002

TENDER ENQUIRY

**For Comprehensive Annual Maintenance Contract (CAMC) of Computers, Laptops,
Printers, Scanners, Information Kiosk, Routers, Network Switches and Local Area
Network (LAN)**

Tender Reference No.: ITS/11-3-5

CONTENTS

Sl. No.	PARTICULARS	PAGE NO.
1	Notice Inviting Bids	3-4
2	Bidding Process and Bid Submission	5-13
3	Condition of Contract	14-21
4	Requirements	22-29
5	Allied Technical Details	30
6	Price Schedule	31
7	Contract Form	32
8	Other Standard Form	33
	Annexure	
I	Form of Bank Guarantee Bond	34-35
II	Details to be Furnished by the Bidder	36
III	Details Regarding Blacklisting	37
IV	Tender Acceptance Letter	38-39
V	Indicative list of computers, printers, scanners, laptops, information kiosks, network switches and routers	40-44
VI	Details of abiding by code of integrity in public procurement	45
VII	Integrity Pact Guidelines	46-48
VIII	Details of the similar type of services provided by the Bidder during last 3 years	49

BUREAU OF INDIAN STANDARDS
NOTICE INVITING BIDS (NIB)

Tender Reference No : ITS/11:3:5

Online bids are invited in two bid system (Technical Bid and Financial Bid) from reputed, eligible and qualified firms/manufacturers for following services:

Sl. No.	Brief Description of Goods/Services	Amount EMD (in Rs)
1.	Comprehensive Annual Maintenance of Computers, laptops, printers, scanners, Information Kiosk, Routers, Network Switches and Local Area Network (LAN)	1,50,000/-

CRITICAL DATE SHEET

Published Date & Time	16-01-2019 at 09 00 h
Bid Document Download Start Date	16-01-2019 at 09 00 h
Seek Clarification Start Date	16-01-2019 at 09 00 h
Seek Clarification End Date	27-01-2019 at 18 00 h
Pre Bid Meeting Date & Time	23-01-2019 at 11 00 h
Pre Bid Meeting Place & Address	Manak Bhawan, 9-Bahadur Shah Zafar Marg, New Delhi-110002
Bid Submission Start Date & Time	30-01-2019 at 09 00 h
Bid Submission End Date & Time	05-02-2019 at 18 00 h
Bid Opening Date & Time	07-02-2019 at 15 00 h

INSTRUCTIONS:

- 1 Bids shall be submitted online only at Central Public Procurement (CPP) portal: <https://eprocure.gov.in/eprocure/app>
2. The bidder shall download the tender document directly from the website <https://eprocure.gov.in/eprocure/app> and shall not tamper/modify it including downloaded financial bid template in any manner. In case if the same is found to be tempered/modified in any manner, the bid will be summarily rejected and EMD would be forfeited.
3. The complete bidding process is online. Bidders should be in possession of valid class-II Digital Signature Certificate (DSC) for online submission of bids. Prior to bidding, the DSC needs to be registered on the CPP portal.
4. Bidders are advised to follow the instructions provided in the “Instructions for Online Bid Submission” in Para No. 10 of Schedule 1 of Tender Enquiry Document.
5. Bidders are advised to visit the CPP portal regularly to keep themselves updated, for any changes/ modifications in the Tender Enquiry Document.
6. Intending bidder are advised to visit CPP portal till closing date of submission of bid for any corrigendum.
7. The documents to be submitted in their bid may be scanned with 100 dpi with black and white option which helps in fast uploading.
8. The EMD/bid security shall be deposited through Bank Guarantee/Demand Draft/FDR drawn in favour of **Bureau of Indian Standards, New Delhi.** The original Earnest Money/bid security must be delivered to **IT Services Department, Bureau of Indian Standards, Manak Bhawan, New Delhi-110002** before the bid opening date and time as mentioned in “Critical Date Sheet” failing which the bid shall be summarily rejected.

SCHEDULE – 1: BIDDING PROCESS AND BID SUBMISSION

1. Online bids are invited in two bid system (Technical Bid and Financial Bid) from reputed, eligible and qualified firms/manufacturer by the Bureau of Indian Standards (hereinafter referred to as the Bureau), from eligible Bidders for **Comprehensive Annual Maintenance Contract (CAMC) of Computers, Printers, Laptops, Scanners, Information Kiosk, Routers, Network Switches and Local Area Network (LAN)** as specified in **Annexure 5**.
2. The bidder shall bear all costs associated with the preparation and submission of its bid. The Bureau shall, in no case, be responsible or liable for these costs, regardless of the conduct or the outcome of the bidding process.
3. **LANGUAGE OF BID/CONTRACT:** The language of the bid shall be in English/Hindi and all correspondence, etc. shall conform to the English/Hindi Language.
4. **PRE-BID MEETING:** A pre-bid meeting of all intending bidders will be held at the scheduled date and time indicated in the **Critical Date Sheet**.
5. **MODE OF SEEKING CLARIFICATION:** A bidder requiring any clarification or elucidation on any issue of the Tender Enquiry Document may take up the same with the Bureau through the CPP portal or through e-mail only. The Bureau will respond through CPP portal or through e-mail to such request provided the same is received within the time schedule mentioned in “Critical Date Sheet”.
6. **CORRIGENDUM TO TENDER ENQUIRY DOCUMENT**
 - a) At any time prior to the deadline for submission of bids, the Bureau may, for any reason deemed fit by it, modify the Tender Enquiry Document by issuing suitable Corrigendum to it.
 - b) Corrigendum will be notified through the CPP Portal only.
 - c) In order to provide reasonable time to the prospective bidders to take necessary action in preparing their bids as per the amendment, the Bureau may, at its discretion extend the deadline appropriately for the submission of bids and other allied time frames, which are linked with that deadline.
7. **VALIDITY OF BIDS:** The Bids will be valid for a period indicated in **Schedule-4** from the date of its opening.
8. **EARNEST MONEY/ BID SECURITY:**
 - a) The bidder shall deposit with the Bureau a sum indicated in **Schedule-4**, as an interest free Earnest Money Deposit (EMD). The Earnest Money shall be deposited in the form of Demand Draft/Fixed Deposit Receipt/Banker’s Cheque/Pay Order in favour of Bureau of Indian Standards or a Bank Guarantee as per format indicated in **Annexure-1** of Schedule -7.
 - b) Micro Small and Medium Enterprises (MSMEs) as defined in MSME Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or one

registered with the central purchase organization or the concerned Ministry or Department are exempted from EMD/ Bid Security. A valid certificate for the same is required to be uploaded.

- c) The EMD/bid security shall remain valid for a period of forty-five days beyond the final bid validity period.
- d) The failure to deposit the Earnest Money shall disqualify the bid and the Bureau shall exclude from its consideration such disqualified bid(s).
- e) Bidder shall not revoke his bid or vary its terms and conditions without the consent of the Bureau during the validity period of the bid. If the bidder revokes the bid or varies its terms or conditions, the Earnest Money deposited by it shall stand forfeited to the Bureau without prejudice to its other rights and remedies and the Bidder shall be disentitled to submit a bid to the Bureau for supply of goods during the next twenty-four (24) months effective from the date of such revocation.
- f) If the successful bidder does not pay the Performance Security in the prescribed time limit or fails to sign the agreement, its Earnest Money Deposit will be forfeited by the Bureau.
- g) The Earnest Money of unsuccessful bidder shall be refunded after the successful bidder furnishes the required Performance Security to the Bureau and signs the agreement or within thirty (30) days of the expiry of validity period of bids, whichever is earlier.

9. ELIGIBLE BIDDERS: Only those bidders, who fulfill the eligibility criteria as mentioned in **Schedule-4**, are eligible to submit their bids.

10. 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>.

11. REGISTRATION ON CPP PORTAL:

- a) Bidders are required to enroll on the e-Procurement module of the CPP 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.
- b) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- c) 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.

- d) 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 / nCode / eMudhra etc.), with their profile.
- e) 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.
- f) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

12. SEARCHING FOR TENDER ENQUIRY DOCUMENT

- a) 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.
- b) 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.
- c) 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.

13. PREPARATION OF BIDS

- a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b) Please go through the tender advertisement and the Tender Enquiry 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.
- c) Bidder, in advance, should get ready the documents/BoQ to be uploaded as indicated in the Tender Enquiry Document and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Scanned documents to be uploaded may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document and

resulting in fast uploading. It is the responsibility of the bidder to ensure that uploaded scanned documents are legible.

- d) 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 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 uploaded again and again. This will lead to a reduction in the time required for bid submission process.

14. SUBMISSION OF BIDS

- a) 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.
- b) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the Tender Enquiry document.
- c) Bidder has to select the payment option as “offline” to pay the Bid Security/ EMD as applicable and enter details of the instrument.
- d) Bidder should prepare the Bid Security/EMD as per the instructions specified in the Tender Enquiry Document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the Tender Enquiry Document. 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 the uploaded bid will be rejected.
- e) 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.
- f) 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.
- g) 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 Bureaus/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- h) The uploaded Tender/Bid shall become readable only after the tender opening by the authorized bid openers.
- i) Upon the successful and timely submission of bids (i.e., after Clicking "Freeze Bid Submission" 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.
- j) 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.

15. ASSISTANCE TO BIDDERS

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.

16. OPENING OF BID: E- Bids will be opened after due time and date and the bidders may check the status etc. on CPP portal.

17. DOCUMENTS COMPRISING THE BID: The **two bid system**, i.e. "Technical Bid" and "Financial Bid" prepared by the bidder shall comprise the following:

A) Technical Bid (Un-priced Bid)

- i. Scanned copy of the tender acceptance letter (**Annexure-4**) duly signed by the authorized signatory of the bidder.
- ii. Scanned Copy of EMD/Bid Security or valid certificate of exemption issued by the Central Purchase Organization, National Small Industries Corporation (NSIC) or the concerned Ministry or Department.
- iii. Scanned copies of GST Registration Certificate and PAN.
- iv. Scanned copy of certificate from Chartered Accountant/Cost Accountant clearly stating the turnover from **maintenance contracts of computers, networking items and peripherals** within India during each of financial years 2015-16,

2016-17 and 2017-18. Provisional (un-audited) balance sheet may be uploaded for the year 2017-18.

- v. Certificate of Incorporation.
- vi. Duly signed declaration regarding black-listing and/ or litigations (**Annexure-3**).
- vii. At least two completion certificates from different government organizations/PSUs/corporate/banks to the effect that the bidder had maintained at least 300 computers with peripherals on Local Area Network (i.e., within the same premises in any of the past three financial years (2015-16,2016-17,2017-18).
- viii. Duly signed photocopies of receipt of salaries, challans of payments of ESI and EPF or any other statutory compliance for last one year.
- ix. Documentary evidence that the bidder is an Authorized Service provider or back to back support provider or an authorized Reseller/Business partner of Cisco and any of the following OEMs-
 - HP, Dell, HCL, Lenovo, Samsung
- x. List of at least thirty persons on its permanent roll/ establishment who are competent to maintain computers with peripherals and LANs etc.

B) Financial Bid :

- a) Price Schedule(s) as per the BoQ format filled up with all the relevant information to be uploaded in the form of BOQ_PriceBid.xls.

The price bid format is provided as BoQ_PriceBid.xls along with this Tender Enquiry Document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BoQ_XXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. **Bidder shall not tamper/modify downloaded price bid template in any manner.** In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and tenderer is liable to be banned from doing business with the Bureau.

The authorized signatory of the bidder must digitally sign the bid. Bid sent by fax/email shall be ignored.

- b) **Scanned copy of duly filled and signed Annexure-5.**

18. CORRUPT OR FRAUDULENT PRACTICES: The Bureau requires that the bidders under this bid observe the highest standards of ethics during the procurement and execution of such Contracts. Accordingly, the Bureau defines the terms set forth as follows:

- a) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution; and
- b) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or a execution of a contract to the detriment of the Bureau, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Contract Prices at artificial non-competitive levels and to deprive the Bureau of the benefits of the free and open competition.
- c) The Bureau shall reject a proposal for award, if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question; The Bureau shall deem a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at anytime determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.

19. CODE OF INTEGRITY

The bidder shall furnish a declaration for abiding by the Code of Integrity in public procurement as per the format given at **Annexure-6**. The bidder shall enter into an integrity pact with the Bureau. The contents of the pact are mentioned at **Annexure-7**.

20. SCRUTINY AND EVALUATION OF BIDS

- a) **Basic Principle:** Bids will be evaluated on the basis of the terms & conditions already incorporated in the tender, based on which bids have been received and the terms, conditions etc. mentioned by the bidders in their bids. No new condition will be brought in while scrutinizing and evaluating the bids.
- b) **Scrutiny of Bids**
 - i) The Bureau will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required Bid Securities have been furnished and whether the Bids are generally in order.
 - ii) The Bureau’s determination of a bid’s responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
 - iii) The bids will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the Tender Enquiry Document. The bids, which do not meet the basic requirements, are liable to be treated as non-responsive and will be rejected.

c) Criteria for Technical Evaluation of bids

The criteria defined in Para 1 of **Schedule-4** of this tender would be followed for evaluation of technical bids.

d) Criteria for evaluation of Financial Bids

Financial bids of only technically qualified bidders shall be opened on the specified date and time. The bidder who quotes the lowest cumulative rate will be the L1 bidder.

21. ACCEPTANCE OF BID

Acceptance of bid shall be done by the Competent Authority of the Bureau. The Bureau is not bound to accept the lowest or any bid. The Bureau reserves the right to reject any or all bids received without assigning any reason whatsoever. The acceptance of bid will be communicated to the successful bidder in writing by the authorized officer of the Bureau.

22. CONFIDENTIALITY

Information relating to the examination, evaluation and comparison of bids and the award of a contract shall not be disclosed to bidders or any other person not officially concerned with such process until the award to the successful bidder has been announced.

23. EXECUTION OF CONTRACT DOCUMENT

- a) The successful bidder after deposit of Performance Security is required to execute an Agreement in duplicate in the form attached with the bid documents on a stamp paper of proper value to be purchased in New Delhi. The proper value at present is Rs. 100.00. The Agreement should be signed within 7 (seven) days from the date of the deposit of Performance Security. The Contract will be governed by the agreement, the Conditions of the Contract (CoC) and other documents as specified in the CoC.
- b) It shall be incumbent on the successful bidder to pay stamp duty, legal and statutory charges for the agreement, as applicable on the date of the execution.

24. RIGHTS OF THE BUREAU

- a) The Bureau reserves the right to suitably increase/reduce the scope of work put to this tender document.
- b) In case of any ambiguity in the interpretation of any of the clauses in tender document or the conditions of the Contract, interpretation of the clauses by the Bureau shall be final and binding on all Parties.

25. NOTICE TO FORM PART OF CONTRACT

Tender Notice and these instructions shall form part of the Contract.

SCHEDULE – 2: CONDITIONS OF CONTRACT

1. DEFINITIONS:

- a) **‘Annexure’** referred to in these conditions shall mean the relevant annexure appended to the Tender Document and the Contract.
- b) **‘Approved’** shall mean approved in writing including subsequent confirmation of previous verbal approval and **‘Approval’** shall mean approval in writing including as aforesaid.
- c) **‘Contractor’** shall mean the individual or firm or company whether incorporated or not, undertaking the contract and shall include legal representatives of such individual or persons composing such firm or unincorporated company or successors of such firm or company as the case may be and permitted assigns of such individual or firm or company.
- d) **‘Bid’** means the Contractor’s rate offer to the Bureau for the Maintenance of Computers, Laptops, Printers, Scanners and LAN at BIS , New Delhi and remedying of any defects therein in accordance with provision of the contract, the installation and services as accepted by the Letter of Acceptance.
- e) **‘Bureau’** shall mean Bureau of Indian Standards established under the Bureau of Indian Standards Act, 2016.
- f) **‘Commencement Date’** means the date upon which the contractor receives the notice to commence for the Maintenance of Computers, Laptops, Printers, Scanners, Audio Visual and LAN at BIS, New Delhi
- g) **‘Competent Authority’** shall mean any officer authorized by the Bureau to act on behalf of the Bureau under this contract.
- h) **‘Contract’** shall mean and include the Tender Notice, instructions to bidders, terms and conditions of contract, Letter of Acceptance, the offer, the Agreement and mutually accepted conditions in the authorized correspondence exchanged with the bidder by the Bureau and any other document forming part of the contract.
- i) **‘Contract Amount’** shall mean the sum quoted by the Contractor in his bid and accepted by the Bureau.
- j) **‘Director General’** shall mean the Director General of the Bureau, for the time being holding that office and also his successor and shall include any officer authorized by him
- k) **‘Government’** shall mean the Central Government.
- l) **‘Letter of Acceptance’** means the formal acceptance by the Bureau.
- m) **‘Services’** shall mean the Maintenance of Computers, Laptops, Printers, Scanners, Information Kiosks, Audio-Visual systems and LAN (including passive LAN

components) at BIS, New Delhi by the contractor as stated in the contract and shall include installation and other services that are prescribed in the Tender document.

- n) **‘Specification’** means the specification referred to in the tender. In case where no particular specification is given, the relevant specification of the Bureau, where one exists, shall apply.
- o) **‘Tender’** means formal invitation by the Bureau to the prospective bidders to offer fixed rates for Comprehensive Maintenance of Computers, Laptops, Printers, Scanners, Information Kiosk, Routers, Network Switches and LAN (including passive LAN components) at BIS Headquarters, New Delhi.
- p) **‘Time for Completion’** means the time for completing the job as stated in the contract calculated from the time of lodging the complaint.
- q) **‘Equipment’** means Computers, laptops, printers, scanners, information kiosks, routers, network switches, audio-visual systems and Local Area Network (LAN).

2. PARTIES TO THE CONTRACT:

The parties to the contract shall be the Contractor, whose offer is accepted by the Bureau; and the Bureau.

The person signing the offer or any other document forming the part of contract on behalf of other persons of a firm shall be deemed to have due authority to bind such person/s or the firm as the case may be, in all matters pertaining to the contract. If it is found that the person concerned has no such authority, the Bureau may, without prejudice to any other Civil/Criminal remedies, terminate the contract and hold the signatory and / or the firm liable for all costs and damages for such termination.

3. PERFORMANCE SECURITY

To ensure due performance of the contract, an interest-free Performance Security, for an amount equivalent to 10% (ten percent) of the total annual rate quoted has to be deposited by the successful bidder in the form of an Account payee Demand Draft in favour of ‘Bureau of Indian Standards’ payable at ‘New Delhi’ or a Bank Guarantee as per format indicated in **Annexure-1** within 15 days from the date of award of contract.

Performance Security will remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations.

Any amount due/recoverable from the Contractor under the terms of this contract or any other account, may be deducted from the amount of Security Deposit. In case, the amount of Security Deposit is reduced by reason of any such deduction, the Contractor shall, within fifteen (15) days of receipt of notice of demand from the Bureau, make good the deficit. In case, security is deposited by way of bank guarantee by the Contractor, then any penalty

for damages liquidated or unliquidated or for any breach or failure or determination of contract, not previously paid to the Bureau, shall immediately on demand be paid by the said bankers to Bureau under and in terms of the said guarantee.

If during the term of this contract, the Contractor is in default of the due and faithful performance of its obligations under this contract, or any other outstanding dues by the way of fines, penalties and recovery of any other amounts due from the contractor, the Bureau shall, without prejudice to its other rights and remedies hereunder or at the applicable law, be entitled to call in, retain and appropriate the Performance Security.

Nothing herein mentioned shall debar the Bureau from recovering from the contractor by a suit or any other means any such losses, damages, costs, charges and expenses as aforesaid, in case the same shall exceed the amount of the Performance Security.

The Performance Security shall be retained until all disputes, if any, between both the parties have been settled to the entire satisfaction of the Bureau. The Performance Security shall be returned to the Contractor by the Bureau within sixty days following the completion date or termination date of this contract provided that there are no outstanding claims of the Bureau on the Contractor.

4. CONTRACT DOCUMENT

The several contract documents forming the contract shall be taken as mutually explained to one party by the other, but in case of ambiguities or discrepancies the same shall be explained and harmonized by the Competent Authority of the Bureau who shall issue to the Contractor necessary instruction thereon and in such event unless otherwise provided in the contract the priority of the documents forming the contract shall be as follows:

- a) The Agreement
- b) Minutes of pre-bid meetings, clarifications
- c) The Conditions of Contract
- d) Tender Notice and Tender Document
- e) Letter of Acceptance.
- f) Any other correspondence exchanged between the parties in connection with the contract.
- g) The Contractor's Offer.

5. VALIDITY OF CONTRACT

The contract shall be valid for a period of three year from the date of signing. However, the contract will be awarded initially for one year and can be extended subject to the satisfactory performance of the contractor and on the mutual consent of both the parties either with the

same terms and conditions or the terms and conditions mutually agreed by both the parties, one year at a time for a maximum period of two years.

6. IMPOSITION OF FINES / PENALTY

The Contractor shall be liable for the penalties for deficiency services as indicated in **SCHEDULE-3**.

7. PAYMENTS TERMS

- 7.1 The payment towards the services will be made by the Bureau directly to the Contractor on receipt of bill if the services are satisfactory. The rates quoted shall be inclusive of all taxes.
- 7.2 Bills for services under this contract shall be prepared in duplicate by the Contractor immediately after the completion of a quarter. The payment of bills and other claims arising out of the contract will be credited directly in Bank Account of the Contractor. The payment will be subject to the provisions of the Income Tax Act, 1961 i.e., Tax will be deducted at source with cess/surcharge, at the prevailing rates, from the gross amount of each bill submitted.
- 7.3 Prices shall be valid for a period of one year. However, on revision of minimum wages by Govt. of India the same shall be revised by the Bureau. However, even on revision of minimum wages, the contractor's profit in absolute terms (not in percentage terms) shall remain the same throughout the contract period as was quoted by the contractor in his bid.
- 7.4 The Bureau reserves the right to add new equipment to the contract or withdraw equipments to the contract. The maintenance charges shall be payable on the basis of actual number of equipments maintained by the contractor on pro-rata basis.
- 7.5 The Bureau also reserves the right to increase or decrease the number of technical personnel deputed during the contract period, the Contractor shall provide the same at the same rates and having same or higher qualification / and experience. In that case, the contractor will be paid on pro-rata basis.
- 7.6 The Bureau reserves the rights to retain and set off against any sum which may be from time to time due to the Contractor under any claim, which the Bureau may have under this or any other Contract/Agreement such as Performance Security.

8. INDEMNITY

The Contractor shall indemnify and keep indemnified the Bureau against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the Contract and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto under the provisions of various labour laws as amended from time to time.

The Contractor shall indemnify, protect and save the Bureau against all claims, losses, costs damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements.

.

9. TERMINATION / SUSPENSION OF CONTRACT

The Bureau shall be at liberty at any time to suspend temporarily this Contract on giving 24 hours notice in writing the Contractor for breach of any of the terms and conditions of this Contract for poor quality of the Goods, insufficient service or misconduct of the Contractor as to which the decision of the Bureau shall be final and the Contractor shall not be entitled to any change or compensation by reason thereof.

An event of default on the part of the Contractor, which results from the Contractor being unable to fulfill its service obligations under the Contract, shall be deemed as a serious default, and is said to have occurred due to any of the following causes:

- a) In the opinion of the Bureau, the Contractor has repudiated the Contract.
- b) Without reasonable excuse has failed to commence supply of Goods or Services in accordance with this Contract, or failed to complete the supply the Goods or provide Services within the time stipulated for completion;
- c) Despite previous warning from the Bureau, in writing, or otherwise persistently or flagrantly neglecting to comply with any of its obligations under the Contract;
- d) Serious discrepancy in the quality of the Goods is noticed during the inspection.
- e) Delays in delivery and installation beyond a period of 30 days from the scheduled date of delivery / Installation.
- f) If the Contractor is in breach of any law or statute governing the supply of Goods/ Services;
- g) The Contractor, in the judgement of the Bureau, has engaged in corrupt or fraudulent practices in competing for or in carrying out the Services under the Contract.
- h) The Contractor enters into voluntary or involuntary bankruptcy, or liquidation;
- i) The Contractor becomes insolvent;
- j) A receiver, administrator, trustee or liquidator is appointed over any substantial part of its assets;

- k) Any act is done or event occurs with respect to the Contractor or its assets, which, under any applicable law has substantially similar effect to any of the foregoing acts or events;
- l) The Contractor (in case of a consortium) has modified the composition of the consortium and/or the responsibility of each member of the consortium without prior approval of the Bureau.

10. TERMINATION BY THE BUREAU

It shall also be lawful for the Bureau to terminate the Agreement at any time without assigning any reason and without being liable for loss or damage which the Contractor may suffer by reason of such termination, by giving the Contractor 45 days notice in writing by the Bureau for such termination. Any such termination shall be without prejudice to any other right of the Bureau under the contract.

11. CONTRACTOR'S RIGHT TO TERMINATE

If the Contractor decides to terminate the contract before the end of contract period, the Contractor has to give an advance intimation of at least 60 days.

If the Contractor terminates the agreement without prior notice of 60 days, then the entire security deposit will be forfeited.

12. FORCE MAJEURE CLAUSE

If at any time during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by the reasons of any war, hostility, acts of the public enemy, epidemics, civil commotion, sabotage, fires, floods, explosion, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as such acts) provided notice of happening of such event is given by one party to the other within 21 days from the date of occurrence thereof, neither party shall be by reasons of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or the delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Director General of the Bureau as to whether the deliveries have been so resumed or not, shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that the Bureau shall be at liberty to take over from the Contractor at a price to be fixed by Director General, which shall be final, all unused, undamaged and accepted material, bought out components and stores in course of manufacture in the possession of

the contractor at the time of such termination or such portion thereof as the Bureau may deem fit excepting such materials, bought out components and stores as the contractor may with the concurrence of the Bureau elect to retain.

13. CONFIDENTIALITY

The Contractor shall not divulge or disclose proprietary knowledge obtained while delivering Goods and services under this Contract to any person, without the prior written consent of the Bureau.

14. PUBLICITY

Any publicity by the Contractor in which the name of the Bureau is to be used, should be done only with the explicit written permission of the Bureau.

15. DISPUTES & ARBITRATION

The Bureau and the Contractor shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract.

If a dispute(s) of any kind whatsoever that cannot be resolved the same shall be referred to the Arbitrator, appointed by the Authorized Officer indicated in **Schedule-4**. The provisions of the Indian Arbitration and Conciliation Act, 1996 shall apply.

16. MODE OF SERVING NOTICE

Communications between Parties which are referred to in the Contract are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

All notices shall be issued by the authorized officer of the Bureau unless otherwise provided in the Contract. In case, the notice is sent by registered post to the last known place or abode or business of the Contractor, it shall be deemed to have been served on the date when in the ordinary course of post these would have been served on or delivered to it.

17. GOVERNING LANGUAGE

Governing language for the entire contract and communication thereof shall be English only.

18. LAW

The contract shall be governed and interpreted under Indian Laws.

19. LEGAL JURISDICTION

No suit or other proceedings relating to performance or breach of Contract shall be filed or taken by the Contractor in any Court of law except the competent Courts having jurisdiction within the local limits of Delhi only.

20. STAMP DUTY:

The Contractor shall bear and pay any stamp duty and registration charges in respect of the Contract.

21. RETENTION OF THE ORIGINAL AGREEMENT

The original agreement shall be retained by the Bureau, after providing copy of the same to the Contractor.

SCHEDULE – 3: REQUIREMENTS

1. SCOPE OF THE TENDER:

The contractor is required to do the following:

- a) Attend to and redress the problems related to the IT equipment.
- b) Repair/replace defective parts, components and other accessories of the equipment. Provide standby if repairing is likely to take more time than stipulated.
- c) Preventive maintenance (PM), once in each quarter, of the equipment to ensure minimum down-time and smooth functioning of the equipment being maintained.
- d) Healing/Cleaning of virus, updating system software/anti-virus software, system configuration, drivers loading, recovery of data from crashed hard disk, laying/fixing/crimping of CAT cables, LAN troubleshooting, software installation/support/troubleshooting to keep the equipment fully operational. LAN also includes optic fibre cable.
- e) Provide support to the users of computers, laptops, printers, scanners and LAN in connection with problem faced by them in using the equipment.
- f) Maintain, replace and carry out work related to chip level basic computer components on site.
- g) Provide onsite technical assistance in conducting video conferencing in meeting rooms at Headquarters of the Bureau. Onsite Engineer(s) shall also operate audio-visual equipment installed in the Bureau.
- h) The contractor will be responsible for configuring new computers, connecting them with LAN and laying/fixing/crimping of cables in proper manner.

The maintenance work is required to be carried out as per the requirement of the Bureau.

2. SPECIAL CONDITIONS

- 2.1. The maintenance service is required to be provided on all working days, during working hours of the Bureau (0800 h to 1900 h, lunch time 1300 to 1330 h). In case of emergency, the contractor will be required to work beyond office hours or on holidays/closed days to attend to the problems related to the equipment at no extra cost.
- 2.2. At present about 755 computers and printers (approximately) are installed at Headquarters of the Bureau in two separate buildings which are connected through OFC. The tentative list of equipments to be maintained is given in **Annexure-5** (the number may increase or decrease during the contract period). The contractor is required to provide onsite technical personnel of this schedule to attend and redress the problems related to the equipment.

- 2.3. The onsite technical personnel deputed by the Contractor shall follow the office timings of the Bureau. The Contractor shall not shift the technical personnel without the permission of the Bureau. However, if the Bureau is not satisfied with the performance of any technical person, the Contractor shall depute a suitable substitute. The Contractor shall also provide a competent and experienced substitute during the period of absence of any technical person. The Contractor shall ensure that minimum number of technically qualified personnel as mentioned in clause 4 of Schedule-3 are deputed in the Bureau on all working days.
- 2.4. New equipment may be added to the contract or existing equipments may be withdrawn from the contract. The equipments that are not repairable due to obsolescence of technology or non-availability of spare-parts/components/assemblies will be withdrawn from the maintenance contract. The decision of the Bureau regarding non-availability of spare-parts and obsolescence of technology will be final. The annual maintenance charges payable will be based on the actual number of equipments maintained by the contractor on pro-rata basis.
- 2.5. After signing the contract, the Contractor may examine all the equipments and inform the Bureau if any equipment cannot be covered under maintenance contract along with reasons for the same. Otherwise all the equipments shall be deemed to have been handed over to the Contractor in proper working condition once the contract is entered. The Contractor is required to identify the equipments being maintained by him by affixing sticker etc. on the equipment.
- 2.6. The Bureau will provide MS Office software and antivirus software for PCs and work stations. The contractor's engineers will be required to ensure that the software installed on all PCs and workstations is regularly updated during the contract period.
- 2.7. The maintenance contract will include necessary repairs to the installed systems and replacement of defective/damaged parts, components and other accessories free of cost. The parts/components/sub-assemblies, used for repair/replacement are required to be of the same/equivalent or higher make, preferably OEM make and functional capability as originally available in the equipment. Except for consumables e.g., UTP cables and OFC, adapter, printer toner/cartridges, scanner lamp, floppies, CDs and Laptop batteries, the contractor will replace all other parts/components/sub-assemblies including fuser assembly of laser printer, free of cost.
- 2.8. The contractor shall be responsible for preventive maintenance of the equipment once in every six months of the period of the contract. It shall include cleaning of all hardware using suitable cleaning material e.g., dry vacuum air, brush, soft muslin clothes, etc. and updation of OS, AV patches. The contractor will be required to maintain sufficient number of standby equipment/components at the site (BIS, New Delhi), to meet the contractual obligations.
- 2.9. The contractor shall be responsible for connecting new equipment in LAN and laying/fixing/crimping of cables in a proper manner.

- 2.10. It shall be the responsibility of the contractor to liaise with the OEM/supplier/franchisee for maintenance and redressal of complaints of the equipments which are covered under warranty.
- 2.11. The contractor shall prepare a disc/USB and install the standard software being used in the Bureau namely Windows OS, Office Suite, PDF reader/editor, CAD, antivirus software or any other software in the Bureau. The contractor shall not disclose keys or provide setup files to anyone without authorization from the Bureau.
- 2.12. The contractor is required to ensure that all complaints lodged shall be attended and redressed (by way of repair or by providing standby equipment) to the satisfaction of the user latest by next working day following the date of complaint is lodged on. For example if the complaint is lodged on Tuesday, 05 March 2019 it should be resolved latest by 17 30 h on Wednesday, 06 March 2019.
- 2.13. In case of intermittent failures and repetitive problems due to improper diagnosis or repair, the system will be treated as continuously down.
- 2.14. If the problem in equipment is not resolved within the stipulated time frame as mentioned above, suitable replacement shall be provided. If the equipment is not repairable, the Contractor shall provide a suitable replacement having equivalent or higher specification permanently in consultation with the Bureau.
- 2.15. The contractor personnel should maintain the confidentiality of the data stored in the computer systems. The contractor will be required to take appropriate actions in respect of this personnel to ensure the obligations of non- use and non-disclosure of confidential information.

3. COMPLAINT HANDLING AND MONITORING SYSTEM

- 3.1. The Contractor will be required to monitor the complaints relating to the equipment and redress them in the stipulated time. A list of complaints not redressed and pending at the end of the day has to be prepared by the contractor and handed over to the representative of the Bureau, at the end of each working day.
- 3.2. The Contractor will maintain one help desk at site which will liaise with the people to maintain log of complaints and assist in handling complaints .The asset management of all the computers, printers, scanners and other peripherals at Bureau Headquarters shall be done by the Contractor.

4. MANPOWER DEPLOYMENT DURING CONTRACT PERIOD

- 4.1. Manpower Required: Altogether twelve technical personnel are required. Their qualification and experience is given below-

Type of technical personnel required	Number	Desired Qualification	Desired Experience
For maintenance of hardware and network	Eight (8)	Diploma /ITI or graduate in engineering preferably Electronics/IT/Computer Engineering /Science and CCNA /MCSE qualified.	Two technical personnel having minimum seven years of relevant experience. Rest six having minimum five years of relevant experience.
For maintenance of printers and scanners	Two (2)	Diploma /ITI or graduate in engineering preferably Electronics/IT/Computer Engineering /Science	Minimum five years of relevant experience.
For operation of audio – visual systems (including video conferencing)	Two (2)	Diploma /ITI or graduate in engineering preferably Electronics/IT/Computer Engineering /Science	Minimum three years of relevant experience.

The Contractor may deploy additional technical personnel to meet the response time stipulated by the Bureau. However, no additional payment will be made by the Bureau for deployment of the additional technical personnel.

One of technical personnel shall supervise and manage the maintenance work which shall include noting the complaints, deputing the concerned technical person for the work, vendor management, maintaining record of equipment repaired and under repair and to interact with the concerned department of BIS. The technical supervisor may also attend to the complaints, if required.

The qualification and experience of the technical personnel must be checked and verified and must be for the work concerned. The qualification and experience certificates of the technical personnel shall also be verified by BIS.

5. PENALTY

- 5.1. The Bureau will have the right to impose penalty on the Contractor, as per details given below, if the work done is found unsatisfactory. It will be intimated in writing to the Contractor by the Bureau for taking immediate corrective action, failing which the penalty can be deducted from the payment due to the Contractor. Penalty rates for non-compliance of time norms shall be Rs. 500.00 per fault for per day.

- 5.2. Penalty of Rs. 200 per equipment per day will be imposed in case the preventive maintenance is not carried out within the stipulated timelines.
- 5.3. The penalty and liquidated damages shall be capped at the quarterly AMC cost of that particular defective equipment.
- 5.4. The penalty imposed by Bureau will be binding on the Contractor. Bureau will also have the right to en-cash the performance security deposit and get the work, in full or in part done through some other agency at the cost and risk of contractor. The decision of Bureau in this regard will be final and binding on the contractor.
- 5.5. If the Contractor fails or is unable to repair/replace faulty equipment within the stipulated time frame, Bureau shall have the right to get the same repaired from anywhere and the expenses incurred by the Bureau in this regard shall be deducted from the payment due to the Contractor at the end of quarter.
- 5.6. In case a problem persists in equipment even after replacement of parts/components/subassemblies on chargeable basis as per the recommendations of the technical persons, the Bureau shall have the right to deduct the expenses incurred in this regard from the outstanding dues, if any, or from the security deposit of the contractor.
- 5.7. If the onsite technical person is absent for a day (or a part thereof) and if no substitute is provided during his period of absence, a penalty of Rs. 500.00 per day for each technical person will be deducted from the quarterly amount payable to the Contractor.

6. PERFORMANCE EVALUATION:

Performance report of all persons deployed will be evaluated from time to time. If the performance or conduct of a technical person is found to be unsatisfactory, the contractor shall replace him immediately, not later than five working days after receipt of information from the Bureau.

7. ADDITION OF ITEMS TO THE CONTRACT:

Those equipment/parts, which are still under warranty, shall be included under the service contract after the expiry of their warranty period at the same rate.

8. DELISTING OF ITEMS FROM THE CONTRACT

- a) In case it is found that users are not using officially listed/notified item(s), the vendor will immediately report in writing to the Bureau for delisting of such items from the CAMC. In case of non-reporting of unutilized items, the payment made already towards all such items shall be recovered from the vendor and deducted directly from subsequent bills.
- b) Addition and deletion of items from CAMC will be done periodically or as and when required by the Bureau.

9. MAINTENANCE OF STOCK

The vendor will maintain adequate/ sufficient stock of spares, including but not limited to CPU, Printers, Scanners, Monitors, Keyboards, Mouse, HDDs, Mother Boards, portable HDDs for backup purposes, Network Cards, Teflons, SMPs (including thin clients), cables, patch cords, power strip and other network components (including provision for joining cables in case of cable cut) etc. at the Headquarters of the Bureau so that the work is not hampered during the contract period.

10. END OF VALIDITY OF CONTRACT

At the end of the validity of the contract or at the time of termination of the contract, the Contractor shall handover all the equipments back to the Bureau in proper working condition failing which it shall be open to the Bureau to get the equipment(s) repaired from anywhere at the cost and risk of the bidder and the expenses incurred by the Bureau in this regard shall be deducted from the performance security deposit and outstanding dues, if any, of the contractor. If the amount of performance security deposit and/or outstanding bills is found inadequate, the balance amount shall be payable by the Contractor to the Bureau, which shall be entitled to recover it from him. The decision of the Bureau in this regard shall be final and binding upon the Contractor.

11. CONTRACTOR'S OBLIGATIONS

- 11.1 The Contractor shall exercise adequate supervision to ensure performance of maintenance services in BIS.
- 11.2 The Contractor shall provide maintenance services through its well trained personnel for the performance of its services hereunder and these personnel of the Contractor only and the Bureau shall not in any manner be liable and all statutory liabilities (such as ESI & EPF etc.) as shall be paid by the contractor.
- 11.3 The Contractor shall submit to Bureau the details of amount deposited on account of EPF and ESI in respect of the deployed personnel to the concerned authorities from time to time.

- 11.4 The wages/salary of the personnel deployed by the contractor for maintenance services in BIS shall be made credited directly in the Bank Account of the individual. The contractor shall submit a proof of the same to the Bureau.
- 11.5 The Contractor shall produce to the Bureau the details of payment of statutory benefits like bonus, leave, relief etc. from time to time to its personnel.
- 11.6 The Bureau shall have the right, within reason, to have any personnel removed who is considered undesirable or otherwise, and similarly the Contractor has no right to remove any personnel without prior approval of the Bureau, emergencies, exempted.
- 11.7 The contractor shall cover its personnel for personal accident and death whilst performing the duty and the Bureau shall own no liability and obligation in this regard.
- 11.8 The Contractor after setting antecedents verified from police authorities shall issue identity cards/identification documents to all its personnel who will be instructed by the Contractor to display the same. The Bureau has the right to inspect the performance of the personnel deployed by the contractor and order for replacing them if the performance is not satisfactory.
- 11.9 The personnel of the Contractor shall not be the personnel of the Bureau and they shall not claim and salary or allowances, compensation, damages or anything arising out their deployment/duty under this contract. The Contractor shall make them known about this` position in writing before deployment under this agreement.
- 11.10 The Contractor shall also provide all benefits statutory or otherwise to its personnel and the Bureau shall not have any liability whatsoever on this account. The Contractor shall also abide by and comply with the Labour Laws, Workmen Compensation Act, EPF Laws, ESIC Laws, Income tax and Minimum Wages Laws, Contractor Labour (Regulations Abolition Act) or any other law in force.
- 11.11 All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the Bureau.
- 11.12 The Contractor shall not deploy any person below the age of 18 years old and more than 45 years old. Manpower engaged for the purpose shall be pre-trained and experienced in requisite field.

SCHEDULE – 4: ALLIED TECHNICAL DETAILS

1. ELIGIBILITY CRITERIA:

- a) The bidder shall be a legal entity having an office in Delhi/NCR including necessary requirements for carrying out such or related business of AMC of Maintenance of Computers and Peripherals.
- b) The bidder shall have a minimum annual turnover of **Rs. 1 Crore** from maintenance of computers and peripherals in any of the past three financial years i.e. 2015-16, 2016-17 & 2017-18.
- c) At least two completion certificates from different government organizations/ PSUs/Corporate/banks to the effect that the bidder had maintained at least 300 computers with peripherals on Local Area Network (LAN) within the same premises in any of the past three financial years (2015-16, 2016-17 & 2017-18).
- d) The bidder must have at least thirty persons on its permanent roll/ establishment who are competent to maintain computers with peripherals and LAN etc. The bidder shall provide the receipt of salaries, challans of payment of ESI and EPF or any other statutory compliance for last one year.
- e) The bidder should not have been blacklisted or deregistered by any central / state government department or public sector undertaking.
- f) The bidder must be Authorized Service Provider or back to back support provider or Authorized Reseller/Business Partner of Cisco and any of the following OEMs-
- HP, Dell, HCL, Lenovo, Samsung.

2. PERFORMANCE SECURITY DEPOSIT: 10% (ten percent) of the amount quoted by the successful bidder.

3. VALIDITY OF BIDS: 180 days from the last date of submission of bids.

4. EARNEST MONEY DEPOSIT: Rs. 1,50,000

5. AUTHORIZED OFFICER ON BEHALF OF THE BUREAU FOR THIS TENDER/CONTRACT: Director General of The Bureau.

SCHEDULE – 5: PRICE SCHEDULE

BOQ may be uploaded as per instructions given in Tender Enquiry Document

SCHEDULE- 6: CONTRACT FORM

AGREEMENT

THIS AGREEMENT made on this _____ 2018 between M/s _____ (Name and Address of the Contractor) (hereinafter referred to as the CONTRACTOR, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART and the Bureau of Indian Standards, 9 Bahadur Shah Zafar Marg, New Delhi-110002 (herein after referred to as the BUREAU, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the OTHER PART.

WHEREAS the Bureau is a body corporate, enacted by Parliament. The Bureau intends to obtain services for Maintenance of Computers, Laptops, Printers, Scanners and LAN at its office on contract basis; therefore, invited bids through Open Tender enquiry dated _____

WHEREAS the Contractor (successful bidder) submitted his bid vide _____ in accordance with the bid document and was selected as 'successful bidder' pursuant to the bidding process and negotiation on contract rates, awarded the 'Letter of Acceptance' (LoA) No. _____ to the Contractor on _____.

BOTH THE PARTIES HERETO agree to abide the terms and conditions as mentioned in:

“Conditions of Contract of Tender Document”.

_____ (Signature of Contractor/ Bureau) Authorized Representative)	_____ (Signature of Authorized Officer of the
---	--

Name _____

Name _____

Designation _____

Designation _____

Address _____

Address _____

Seal of the Firm/Company

Seal of the Bureau

Witness:

Witness:

(Signature)

(Signature)

Name of Witness _____
Witness _____

Name _____ of

Address _____

Address _____

SCHEDULE - 7

OTHER STANDARD FORMS, IF ANY, TO BE UTILIZED BY THE BUREAU AND THE BIDDERS

1.	Annexure-1	FORM OF BANK GUARANTEE BOND
2.	Annexure-2	DETAILS TO BE FURNISHED BY BIDDERS
3.	Annexure-3	DECLARATION REGARDING BLACK-LISTING AND/ OR LITIGATIONS
4.	Annexure-4	TENDER ACCEPTANCE LETTER
5.	Annexure-5	INDICATIVE LIST OF COMPUTERS, PRINTERS, SCANNERS, LAPTOPS, INFORMATION KIOSKS, NETWORK SWITCHES AND ROUTERS
6.	Annexure-6	DETAILS FOR ABIDING BY CODE OF INTEGRITY IN PUBLIC PROCUREMENT
7.	Annexure-7	INTEGRITY PACT GUIDELINES
8.	Annexure-8	DETAILS OF SERVICES PROVIDED BY THE BIDDERS IN THE LAST 3 YEARS

ANNEXURE –1

FORMAT OF BANK GUARANTEE BOND

1. In consideration of Bureau of Indian Standards (hereinafter called 'The BUREAU') having agreed to exempt _____
(hereinafter called "the said Contractor(s)") from the demand under the terms and conditions of an Agreement dated _____ made between _____ and _____
for _____ (hereinafter called "the said Agreement of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. _____ (Rupees _____ Only) we, _____ (hereinafter referred to as (indicate the name of the bank)the bank') at the request of _____
[(Contractor (s) do hereby undertake to pay the Bureau an amount not exceeding Rs. _____ against any loss or demand caused to or suffered or would be caused to or suffered by the Bureau by reason of any breach by the said Contractor (s) of any of the terms or conditions contained in the said Agreement.

2. We _____ do hereby (indicate the name of the bank)undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Bureau of Indian Standards stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Bureau by reason of breach by the said Contractor (s) of any of the terms or conditions contained in the said Agreement or by reasons of the Contractor (s) failure to perform the said Agreement. 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.

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

4. We, _____ further agree that the Guarantee (indicate the name of Bank) herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Bureau under or by virtue of the said Agreement have been fully paid and its claims satisfied discharged or till the authorized officer of the Bureau (General Administration Department) certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor (s) and accordingly of the said Agreement have been fully and properly carried out by the said Contractor (s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the we shall be discharged from all liability under this guarantee thereafter.

5. We further agree with the Bureau that (indicate the name of Bank) the Bureau 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 to 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 Bureau 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 or commission on the part of the Bureau or any indulgence by the Bureau to the said Contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s)/ supplier(s).

7 We, lastly undertake not to revoke this (indicate the name of bank) guarantee during its currency except with the previous consent of the Bureau in writing.

Dated the day of 20

For

(Indicate the name of bank)

ANNEXURE –2

Details to be furnished by bidders:

- 1) Name of the Firm/Company.
- 2) Class of the Registration with validity date
- 3) Value of Registration
- 4) Address for communication
- 5) Telephone No.
- 6) Email
- 7) Details of proprietor/partner/director

Name	Address	Qualification and Experience

- 8) Annual Turnover of the Firm/Company during previous three Financial years
(Certified copies of audited Balance sheet to be submitted)

Financial Year	Annual Turnover	Copies of the audited Balance Sheet enclosed Yes/No
2015-16		
2016-17		
2017-18		

ANNEXURE-3

Declaration regarding black-listing and/ or litigations

I/we hereby declare that our firm/agency is not black-listed by any Ministry or Department of Central Government/State Government or PSU or other bodies under the Central Government/State Government. I/we further declare that no criminal case is registered or pending against the firm/company or its owner/partner/dealers/directors anywhere in India.

Date the day of 2018

Signature of Bidder_____

Name & Address of Bidder_____

Seal of the Firm/Company

OR

I/we hereby declare that our firm/agency and the OEM, (Name of the OEM) are not black-listed by any Ministry or Department of Central Government/State Government or PSU or other bodies under the Central Government/State Government. I/we further declare that no criminal case is registered or pending against the firm/company or its owner/partner/dealers/directors anywhere in India.

Date the day of 2018

Signature of Bidder_____

Name & Address of Bidder_____

Seal of the Firm/Company

(Strike off whichever is not applicable)

ANNEXURE-4

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

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 documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.), which form part of the agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organization too have also 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 totality / entirety.

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

ANNEXURE- 5

Indicative list of Computers, Printers, Scanners, Information Kiosk, Routers and Network Switches

Sl. No.	Make/Model PC's (a)	Qty*	Year of Purchase	Single Rate in Rs. per annum for Sl. No. 1 to 4 (excluding manpower cost)
1.	Dell 780 Core 2 Duo	93	2010	
2.	HCL –I7	108	2012	
3.	HP 8300	97	2014	
4.	Dell 9020	149	2015	
Total (a)		93+108+97+149=447		Rs.
Sl. No.	Printers (b)	Qty*	Year of Purchase	Single Rate in Rs. per annum for Sl. No. 5 to 20 (excluding manpower cost)
5.	HP 2727	2	2008	
6.	HP 1007	3	2010	
7.	HP 1008	1	2008	
8.	HP 1606 dn	95	2011	
9.	HP 1025	3	2013	
10.	Brother 2250 dn	5	2013	
11.	HP MFP 1213	2	2013	
12.	HP CLJ 2025	3	2011	
13.	HP LJ 1022	12	2007	
14.	HP LJ 1320	3	2012	

15.	HP LJ MFP 1536dnf	4	2014	
16.	HP LJ 2055	5	2010	
17.	HP LJ 2015	3	2007	
18.	HP LJ M1136MFP	1	2013	
19.	HP LJ CP1215	1	2010	
20.	HP LJ 202DW	165	2017	
Total (b)		308		
Sl. No.	Information Kiosk (c)	Qty*	Year of Purchase	Single Rate in Rs. per annum for Sl. No. 21 (excluding manpower cost)
21.	Make: Agmatel India Pvt. Ltd. & Model No. Agmatel 1K PC-19)	1	2010	
Total (c)		01		
Sl. No.	Scanners (d)	Qty*	Year of Purchase	Single rate in Rs. per annum for Sl. No. 22 to 25 (excluding manpower cost)
22.	HP Scanjet P20 3000S2 CN556A9538			
23.	HP Scanjet Enterprise Flow 7000S3 CN82ABB0IN			
24.	HP Scanjet P20 3000S2 CN5YRA9187			
25	HP Scanner 8270			
Total (d)		03		
Sl. No.	Routers (e)	Qty*	Year of Purchase	Single rate in Rs per annum for Sl. No. 25 and 26 (excluding manpower cost)
26.	CISCO 2821	01	2011	

27.	CISCO 1941	01	2012	
Total (e)		02		
Sl. No.	Network Switches (f)	Qty*	Year of Purchase	Single rate in Rs. per annum for Sl. No. 27 and 28 (excluding manpower cost)
28.	CISCO 2960X-24TS-LV03 layer 2 switch	24	2015	
29.	CISCO 3750X layer 3 switch	02	2015	
Total (f)		24 + 02 =26		
Sl. No.	Laptop(g)	Qty*	Year of Purchase	Single rate inRs. Per annum for Sl. No . 30 to (excluding manpower cost)
30	HCL S.no-5143AE834983 AdaptorYA61113824040881600	1	2014	
31	HCL S.no-5143AE833756 adaptor YA61113824040882700	1	2014	
32	HCL S.no-5143AE834992 Adaptor –YA611138241700	1	2014	
33	Sony S.no-C1039CSY Adaptor 325456455566789	1	2014	
34	Dell S.no -5BV28R1 Adaptor-48661	1	2013	
35	HCL S.no -3773 Adaptor -44200	1	2014	
36	Dell DTVJW1 Adaptor-72438	1	2013	
37	HCL- 4984 Adaptor no 53500	1	2014	
38	HCL 4990 Adaptor 2019	1	2014	
39	Acer S.no- 5143AE83490 Adaptor 2019	1	2013	

40	HCL-4989 Adaptor-44800	1	2014		
41	HCL-1016 Adaptor-PU001N	1	2014		
42	Acer-3765 Adaptor-3100	1	2013		
43	Acer 6439	1	2013		
44	HCL -1016 Adaptor-PU001N	1	2014		
Total (g)		15			
Sl. No.	Man power skilled (h)		Number	Rate per head in Rs. per month (X)	
45.	For maintenance of hardware and network with atleast seven years of experience		02	Wages	
				ESI	
				EPF	
				EDLI	
Total (h) [(X) * 2]					
46.	For maintenance of hardware and network with atleast five years of experience		06	Wages	
				ESI	
				EPF	
				EDLI	
Total (i) [(X) * 6]					
47.	For maintenance of printers and scanners		02	Wages	
				ESI	
				EPF	
				EDLI	
Total (j) [(X) * 2]					
48.			02	Wages	

	For operation of audio – visual systems (including video conferencing)		ESI	
			EPF	
			EDLI	
Total (k) [(X) * 2]				
I. Total (a+b+c+d+e+f+g+h+i+j+k)*			Rs.	
II. Taxes (as applicable)			Rs.	
III. Grand Total (I + II)			Rs.	

B. Confirmation: It is hereby confirmed that all prices quoted above are inclusive of all taxes, duties, levies etc and it is clearly understood that escalation in price will not be permitted due to any reason whatsoever.

Signature of Authorized Signatory with Seal of the bidder

Place:

Date:

(Name and Designation)

ANNEXURE-6

Declaration for abiding by the Code of Integrity in Public Procurement

I/we hereby declare that I/we will abide by the Code of Integrity for Public Procurement (CIPP) as envisaged and prescribed in General Financial Rules, 2017.

I/we hereby further declare that in case of any transgression of this code, my/our name shall not only be liable to be removed from consideration for the present tender and from the list of registered suppliers/contractors/consultants/service providers (if already registered), but I/we will be liable for other punitive actions such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India as provided in the GFR, 2017.

Date the day of 2018

Signature of Bidder_____

Name & Address of Bidder_____

Seal of the Firm/Company

ANNEXURE-7

Integrity Pact guidelines

"The Bureau" And **"The Contractor"** hereby agree not to indulge in any corrupt practices including without limitation any activity or action to influence the transaction on any aspect of contract and commit to take all measures necessary to prevent corruption maintaining complete transparency and fairness in all activities related to BIS. Users agree to follow and adhere with the Integrity Pact guidelines as under:

Preamble

The Bureau values full compliance with all relevant laws of the land, regulations, economic use of resources and of fairness / transparency in its relations with its Contractor (s).

Section 1- Commitments of the Bureau.

1. The Bureau commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a. No employee of the Bureau, personally or through family members, will in connection with the bid for, or the execution of a person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Bureau will during the bid process treat all bidders with equity and reason. The Bureau will in particular, before and during the bid process, provide to all Contractor(s) the same information and will not provide to any Contractor(s) confidential/additional information through which the Contractor(s) could obtain an advantage in relation to the process or the contract execution.
 - c. The Bureau will exclude from the process all known prejudiced persons.
2. If the Bureau obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Bureau will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2- Commitments of the Contractor(s)

1. The Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the bid process and during the contract execution.
 - a. The Contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Bureau's employees involved in the bid process or the execution of the contract or to any third person any material or other

benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage before or during the execution of the contract.

- b. The Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Bureau as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Contractor(s) (s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from bid process and exclusion from future contracts

If the Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Bureau is entitled to disqualify the Contractor(s) from the bid process or take action as per the procedure mentioned in the "Incident Management Policy" available on GeM portal.

Section 4: Compensation for Damages

1. If the Bureau has disqualified the Contractor(s) from the bid process prior to the award according to Section 3, the Bureau is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Bureau has terminated the contract according to Section 3, or if the Bureau is entitled to terminate the contract according to Section 3, the Bureau shall be entitled to demand and recover from the Contractor damages of the amount equivalent to Performance Bank Guarantee.

Section 5: Previous Transgression

1. The Contractor declares that no previous transgressions occurred in the last three years with any Government Organization that could justify his exclusion from the bid process.
2. If the Contractor makes incorrect statement on this subject, he can be disqualified from the bid process and action can be taken as per the procedure mentioned in "Incident Management Policy".

ANNEXURE-8

Details of the similar type of services provided by the bidder during last three years

Name of the Bidder:

Year	Name & type of services supplied	Name & address of the customer	Value of the services sold	Remarks
2015-16				
2016-17				
2017-18				

Note: - Copies of completion certificates