9-Bahadurshah Zafar Marg, New Delhi-110002

TENDER NOTICE

1. Bureau of Indian Standards invites sealed bids, under two bid system (*Technical bid and Financial bid*) for "**Maintenance of Computers, Laptops, Printers, Scanners, UPS and LAN** for its office buildings,(Manak Bhavan and Manakalaya) located at 9, Bahadur Shah Zafar Marg, New Delhi, from eligible bidders as per the details given below:

SI No.	Category of Items	*No.
1.	PCs	206
2.	Printers	208
3.	LAN switches	18

^{*} The number may increase or decrease

2 Eligible Bidder:

- 2.1 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.
- 2.2 The bidder shall have a minimum annual turnover of **Rs. 50 Lakhs** from maintenance contract of computers / printers/ net-work system in each of past three financial years i.e. 2011-12, 2012-13 & 2013-14.
- 2.3 At least two completion certificates from different government organizations/ PSUs to the effect that the bidder had maintained at least 200 computers on LAN in three financial years (2011-12, 2012-13, 2013-14)
- 2.4 The bidder must have at least twenty persons on its permanent roll/establishment who are competent to maintain computers, LANs etc.
- 2.5 The bidder should not have been blacklisted or deregistered by any central / state government department or public sector undertaking
- 2.6 The bidder must be ASP/back to back support provider of HP/Dell/HCL
- **3. Proposed validity of the contract** Three years.
- 4. Availability of Tender Documents:

- **a. Place:** General Service Department, Bureau of Indian Standards, Room No. 503, Manakalya, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and www.bis.org.in and www.eprocure.gov.in
- **b. Period: 21** July 2014 to 11 August 2014
- **5. Pre-bid Conference: 1** August 2014 (Friday) at 1500 h...
- **6. Method/manner for Submission of Bids:** An envelope having two envelopes containing "Technical Bid" and "Financial Bid" must bear the name & address of the party & shall be addressed to "Head(GSD), Bureau of Indian Standards, **Room No. 503**, Manakalya, 9 Bahadur Shah Zafar Marg, New Delhi-110002", The bid should reach by1400 h 11 August 2014 (Monday).
- 7. Earnest Money Deposit: Rs 50,000/-
- 8. Performance Security Deposit: 5% of total annual value of the contract
- **9.** Validity of Bids: 90 days from the date of opening of Technical bid.
- 10. Opening of Bids: Technical Bids shall be opened at 1530 h on 11 August 2014 (Monday) in the office of the Head(GSD), Bureau of Indian Standards, Room No. 503, Manakalya, 9 Bahadur Shah Zafar Marg, New Delhi-110002. Date of opening of financial bid shall be decided after technical evaluation of the bid.
- 11. The Bureau reserves the right to reject any or all the bids without assigning any reason.

(N. Ravi Shankar) Head (GSD)

SCHEDULE – 1: INSTRUCTIONS TO BIDDERS

1. Notice inviting Bids:

1.1 Sealed Bids, under two bid system (Technical bid and Financial bid), are invited by the Bureau of Indian Standards (BIS), from eligible Bidders for Maintenance of Computers, Laptops, Printers, Scanners, UPS and LAN at BIS HQ, New Delhi, as specified in the **Schedule-2.**

2. Issue of Tender Document

- **2.1** The Blank Tender Document will be available during the period indicated in the **Schedule-2**, during the office hours and can also be downloaded from the website of the Bureau (www.bis.org.in).
- **2.2** 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 Conference:

- **4.1** A Pre-bid conference of all intending Bidders will be held at the scheduled date and time as indicated in the **Schedule-4.** Intended Bidders will be allowed to seek clarification, if any.
- **4.2** Any change that will be made in the Tender document by the Competent Authority after issue of the Tender will be intimated to the prospective Bidders in the form of Corrigendum/Addendum for incorporating the same in the Bid before submitting the Bid. No after alterations and additions anywhere in the Bid document are permitted. If any of these are found, the Bid may be summarily rejected.

5. Validity of Bids:

5.1 The Bids will be valid for 90 days from the date of its opening.

6. Earnest Money/Bid Security:

- **6.1** The Bidder shall deposit with the Bureau a sum of Rs 50,000/- as an interest free Earnest Money Deposit (EMD). The Earnest Money shall be deposited in the form of Demand Draft/Pay Order in favor of Bureau of Indian Standards, or a Bank Guarantee as per proforma as indicated in Annexure-1.
- **6.2**`The failure or omission to deposit the Earnest Money shall disqualify the Bid and such bid will be summarily rejected.

- **6.3** 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 providing their services during the next twenty-four (24) months effective from the date of such revocation.
- **6.4** 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.
- **6.5** The Earnest Money of unsuccessful Bidder shall be refunded within 30 days after the successful Bidder furnishes the required Performance Security to the Bureau and signs the contract or within thirty (30) days of the expiry of validity period of Bids, whichever is earlier.

7. Eligible Bidder:

- **7.1** 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.
- **7.2** The bidder shall have a minimum annual turnover of **Rs. 50 Lakhs** from maintenance contract of computers / printers/ net-work system in each of past three financial years i.e. 2011-12, 2012-13 & 2013-14.
- **7.3** At least two completion certificates from different government organizations/ PSUs to the effect that the bidder had maintained at least 200 computers on LAN in three financial years (2011-12, 2012-13, 2013-14) in each of those organizations are required to be submitted along with the bid in the proforma enclosed (Please see **Annexure 2**).
- **7.4** The bidder must have at least twenty persons on its permanent roll/ establishment who are competent to maintain computers, LANs and infrastructure to carry out the work specified in this tender. A statement is to be obtained about the personnel being engaged by the bidder showing proof that they are on the rolls of that bidder. At least one of them should be a hardware engineer and another one should be a network engineer. At least one person should be capable of carrying out PCB level repairs.
- **7.5** The bidder should not have been blacklisted or deregistered by any central/state government department or public sector undertaking (Please see **Annexure 4**).
- **7.6** The bidder must be ASP/back to back support provider of HP/Dell/HCL

8 How to Quote the Rates

8.1 The bidder is expected to work out and note his rates keeping in view the technical specifications & terms and conditions. The Bidder shall be deemed to have satisfied itself before Bidding as to the correctness and sufficiency of its Bid and of the rates quoted in the attached schedules, which rates shall, except as otherwise

provided, cover all its obligations under the contract and all matters and things necessary for proper fulfilling his obligations under the contract.

8.2 The Financial Bid shall be inclusive of all taxes including Local taxes, etc. to be paid by the Bidder for the Maintenance of Computers, Laptops, Printers, Scanners, UPS and LAN at BIS, New Delhi and claim for extra payment(s) on account of maintenance charges shall not be entertained.

9. Manner of Submission of Bid

- **9.1** The complete Bid will be received as indicated in the **Schedule-2**, by depositing the same through the Bid Box which reaches the specified place before the specified time.
- **9.2** E-mail or fax offers will be rejected.

10. Last Date for Submission

- **10.1** Sealed Bids shall be received at the address specified above not later than the time and date as specified in the Tender Notice. Bids received after the specified date and time for receipt of bids shall not be considered. Hence, such bids shall be rejected and returned unopened to the Bidder.
- **10.2** In the event the specified date for the submission of Bid offers is declared a holiday, the offers will be received on the next working day.

11 Modification and Withdrawal of Offer

11.1 The Bidder may withdraw its offer after its submission, provided that written notice of withdrawal is received by the Bureau prior to the closing date an time prescribed for submission of offer.

12. Contents of Bid Document

- 12.1 Bids are invited in two-bid system (Technical bid and Financial bid). The completed Bid shall be submitted in sealed envelope, super-scribing "Tender for Maintenance of Computers, Laptops, Printers, Scanners, UPS and LAN at BIS, New Delhi".
- **12.2** The envelopes shall contain the following:
- (a) **Envelope No.1 (Technical Bid):** This should contain all technical details along with commercial terms and conditions such as:
- (b) List of all the documents enclosed;
- (c) The EMD as indicated in clause **7.1** above or valid certificate of exemption issued by the concerned Ministry or Department;
- (d) Attested copy of the valid registration document of the firm;

- (e) Attested Copies of Income Tax Returns and Service Tax Returns filed with the concerned Authorities;
- (f) Details of the firm(s) including details of the proprietor/partner/director with regard to name, address for communication, telephone number, e-mail etc. (Annexure-2);
- (g) In case of a firm, each partner or power of attorney holder shall sign the Bid. The attested copies of power of attorney of person signing the Bid shall be enclosed with the Bid. The power of attorney shall be signed by all partners. In case of private limited/public limited companies, the power of attorney shall be supported by board resolutions and appropriate and adequate evidence in support of the same shall be provided;
- (h) All pages and pasted slips should be signed by the Bidder and no page shall be added or removed from the set of Bid Document. Duly signed Bid document is to be returned as a token of its acceptance;
- (i) A statement showing the type of Maintenance of Computers, Laptops, Printers, Scanners, UPS and LAN Service done in the last <u>three (3)</u> years (with effect from 2011 to 2014) (**Annexure-3**);
- (j) A declaration regarding black-listing and/ or litigations (Annexure-4)
 - **Envelope No.2** (**Financial Bid**): This envelope shall contain item-wise rate for Maintenance of Computers, Laptops, Printers, Scanners, UPS and LAN as per **Schedule-5**, duly filled in and initialed on each page and signed by the Bidder at prescribed places of the Bid. The instructions contained in clause 8 may please be noted.
- 12.3 Covering Envelope: Both the envelopes 1 and 2 shall be put together in a common sealed envelope super-scribing "Tender for Maintenance of Computers, Laptops, Printers, Scanners, UPS and LAN at BIS, New Delhi" and the name and address of the Bidder at the bottom left.

13 Other Important Points to be noted by the Bidder

- (a) The Financial Bid should be written both in words and figures at appropriate places.
- (b) The Bidder shall submit the Bid which satisfies each and every condition laid down in **Schedule-2**, failing which the Bid shall be liable to be rejected. **Conditional Bids will be rejected**.
- (c) BIS reserves the right to add new computers which are under warranty for which BIS shall not be liable to pay any additional charges.

14. Opening of Bid

The Bid received before the time and date specified in Tender Notice, will be opened as per the specified schedule in the office as mentioned in the **Schedule-2** (if possible), in the presence of Bidders or their authorized representatives who choose to remain present on the opening day, at the scheduled time.

15. Short listing of Bidders

The Bureau will short-list technically qualified Bidders for opening financial bids. The Financial Bids of those Bidders will be considered who qualify technically, will be opened at a date and time to be intimated.

16. Opening of Financial Bids

The Bureau shall open Envelope No.2, on notified date, and the rates quoted by the bidder in price schedule (Schedule-2) shall then be read out.

17. Acceptance of Bid

The acceptance of technically as well as financial bid will be communicated separately to the successful bidder in writing by the authorized officer of the Bureau. The Bureau reserves the right to reject any or all bids received without assigning any reason.

18. Process to be Confidential

Information relating to the examination and evaluation of Bids and the award of a Contract shall not be disclosed to Bidders or any other person even not officially concerned with such process until the award to the successful Bidder has been announced

19. Execution of Contract Document

- 19.1 The successful Bidder after deposit of Performance Security, is required to execute an Agreement as per **Schedule-5** of the tender document in duplicate on a stamp paper of Rs. 100/-. The Agreement should be signed within 10 days from the date of acceptance of the Bid. The Contract will be governed by the Agreement, the Conditions of the Contract (CoC) and other documents as specified in the CoC.
- **19.2** 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.

20. Rights of Bureau

20.1 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.

21. Notice to form Part of Contract

21.1 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 means 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, UPS and LAN at BIS, New Delhi and remedying of any defects therein in accordance with the 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, 1986.
- f) 'Commencement Date' means the date upon which the Contractor receives the notice to commence for the Maintenance of Computers, Laptops, Printers, Scanners, UPS and LAN at BIS, New Delhi.
- **Gompetent 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.
- 1) 'Letter of Acceptance' means the formal acceptance by the Bureau.
- **m)** 'Services' shall mean the Maintenance of Computers, Laptops, Printers, Scanners, UPS and LAN 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 Maintenance of Computers, Laptops, Printers, Scanners, UPS and LAN at BIS, 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.

2. Parties to the Contract:

- **2.1** The parties to the contract shall be the Contractor, whose offer is accepted by the Bureau; and the Bureau.
- 2.2 The person signing the Contract document 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

- 3.1 To ensure due performance of the contract, an interest-free Performance Security, for an amount equal to 5% of the total annual value of the contract has to be deposited by the contractor 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**.
- **3.2** Performance Security will remain valid for a period of sixty days beyond the date of completion of all contract period.
- 3.3 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 <u>fifteen (15)</u> 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.

- 3.4 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.
- 3.5 Nothing herein mentioned shall debar the Bureau from recovering from 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.
- 3.6 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 Documents:

- 4.1 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:
 - i) The Agreement
 - ii) Minutes of pre-bid meetings, clarifications
 - iii) The Conditions of Contract
 - iv) Tender Notice and Tender Document
 - v) Letter of Acceptance.
 - vi) Any other correspondence exchanged between the parties in connection with the contract.
 - vii) The Contractor's Offer

5. Validity of Contract

5.1 The Contract shall be valid for a period of three years from the date of signing this Contract. However, the contract will be reviewed on yearly basis and extended subject to the satisfactory performance of the contractor and on the mutual consent of both the parties.

6. Scope of Work

Services to be hired under this Contract:

6.1 The purpose of this contract is for the maintenance and repair/replacement of computers and peripherals, printers and LAN switches at BIS HQs in serviceable condition at all times during the period of contract. The details of approximate number of items to be maintained is as mentioned below:

SI No.	Category of Items	*No.
1.	PCs	206
2.	Printers	208
3.	LAN switches	18

6.2 The following works would be done by the contractor:

- a) Provide onsite technical personnel to attend to and redress the problems related to the equipments.
- b) Repair defective parts, components and other accessories of the equipments. Provide standby if repairing is likely to take more time than stipulated. The repair includes repair of operating system, commonly used office softwares and their installation and all hardware parts
- c) Preventive maintenance (PM) of the equipments to ensure minimum down-time and smooth functioning of all equipments being maintained.
- d) Healing/Cleaning of virus, updating system software/anti-virus software, system & network configuration, drivers loading, recovery of data from crashed hard disk, laying/fixing/crimping of cables, LAN troubleshooting, software support/troubleshooting to keep the equipments fully operational.
- e) Provide support to the users of computers, laptops, printers, scanners, UPS and LAN in connection with problem faced by them in using the equipments.
- f) Carry out any other maintenance work of the relocated equipments as per the requirements of BIS.
- g) Maintain and carry out work related to chip level basic computer components on site.
- h) Provide and man a networking engineer related to networking issues on site. The contractor should be fully responsible for proper functioning of network connectivity for all the users of both the buildings at BIS HQs.

Office Hours/Time Frame for Attending Complaints

- 6.3 The maintenance service is required to be provided on all working days, during working hours of BIS (0900 h to 1730 h, Lunch time 1300 to 1330 h). In case of exigency, the bidder will be required to work on holidays/closed days to attend to the problems related to the equipments
- 6.4 At present about 400 computers and printers (approximately) are installed at BIS Headquarters in two separate buildings which are connected through LAN using UTP cables. The tentative list of equipments to be maintained is given in **Schedule-5** (The number may increase or decrease). The contractor is expected to provide onsite technical personnel to attend and redress the problems related to the equipments
- 6.5 New equipments 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 BIS 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.
- 6.6 After signing the contract, the bidder may examine all the equipments and inform BIS 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 bidder 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 equipments.
- 6.7 BIS may also provide MS Office software and antivirus software for desktops, work stations and servers . The contractor's engineers will be required to load/install as well as regular updating of antivirus software on all PCs, workstations and servers during contract period.
- 6.8 The contractor shall cannibalize the parts of the equipments which are not being used for replacement of faulty parts. In case it is not possible to cannibalize the parts of the equipments available in BIS, the replacement of parts will be provided by BIS on case to case basis at its cost. Except for consumables e.g., printer toner/cartridges, scanner lamp, cables and information outlets (in case of LAN), UPS batteries and Laptop batteries the contractor will replace all other parts/components/sub-assemblies including fuser assembly of laser printer, as and when provided by BIS as part of the contract.

- 6.9 The contractor shall be responsible for preventive maintenance of the equipments once in every six months. 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 equipments/components at the site (BIS, New Delhi), to meet the contractual obligations.
- 6.10 The contractor shall be responsible for connecting new PCs in LAN and laying/fixing/crimping of cables in proper manner. The networking infrastructure at BIS Headquarters comprises modems, CISCO routers, L3 and L2 switches. The switches installed in each floor of the two buildings are interconnected through OFC and they have to be maintained by the contractor to ensure uninterupted internet connectivity to all the departments at BIS HQs
- 6.11 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.
- 6.12 The contractor shall prepare a disc to install the standard software being used in BIS namely Windows OS, Office Suite, PDF reader and antivirus.

Catagorization of Users

- 6.13 The contractor shall abide by the following criteria for rectification of complaints pertaining to Maintenance of Computers, Printers, & Peripherals. All complaints shall be categorized as defined below:
 - a) <u>Critical Users</u>: Critical Users are those users who shall be accorded priority over attending the complaints and their uptime may be therefore higher.

Critical Users include:

- i) Server Room computers and peripherals
- ii) All computers & peripherals installed at Conference Hall & Auditorium.
- iii) All officers of the rank of HODs & above.
- iv) The total number of computers under critical category is 100 approximately
- b) <u>Non-Critical Users:</u> All other users of computers, laptops, printers and any LAN components not covered under the above category are non-critical users and shall be accorded subsequent priorities.

- **6.14** The contractor is required to ensure that:
 - i) All complaints lodged for critical users shall be attended to within half an hour from the time of lodging the complaint.
 - ii) All complaints lodged by other officers must be attended and redressed within two hours from the time of lodging the complaint to the satisfaction of the user.
 - iii) If the problem in an equipment is not resolved within the stipulated time frame as mentioned above, suitable replacement shall be provided.
 - iv) Any problem relating to the networking should be resolved within half an hour from the time of lodging the complaint.

Complaint Handling and Monitoring System

- 6.15 The contractor will be required to monitor the complaints relating to the equipments 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 BIS, at the end of each working day.
- **6.16** 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 shall establish a system of complaint recording and monitoring. The help desk will also manage asset management of all the computers, printers, LAN and other peripherals of BIS HQs..

Qualification and Experience for Technical Persons

- 6.17 For maintenance of the equipments, the contractor shall depute adequate qualified technical persons (Indian nationals only) at BIS, New Delhi during working hours of BIS on all working days. One of the technical person shall supervise and manage the maintenance work which shall include noting the complaints, deputing the concerned technical person for the work, maintaining record of equipments repaired and under repair and to interact with General Services Department of BIS. The technical supervisor may also attend to the complaints, if required.
- 6.18 The technical persons deputed at BIS for maintenance of hardware should possess at least a Diploma in Engineering (or B.Sc) and also a certificate/diploma course in maintenance of IT equipments and three years of post qualification experience in the field of networking, maintenance, installation of software and in the maintenance of UPS and printers Any higher qualification like Degree in Engineering will be desirable. Qualification provided must be checked and verified and must be for the work concerned. The Contractor should see that there is no chance of ambiguity. The engineer shall also be competent to repair and maintain the equipments. The qualification and experience certificate of the technical persons will be

- verified by BIS. The contractor shall depute adequate number of trained and competent personnel so as to meet the service levels as indicated below.
- **6.19** The contractor personnel will maintain the confidentiality of data stored of the computer systems. The contractor will be required to take appropriate actions in respect of his personnel to ensure that obligations of non-use and non-disclosure of confidential information
- **6.20** Bureau will provide sufficient working space, storage space and communication facility to the contractor for their smooth functioning at no cost.

Procedure at the End of Validity of Contract

6.21 At the end of the validity of the contract or at the time of termination of the contract, the bidder shall handover all the IT equipments back to BIS in proper working condition failing which it shall be open to BIS to get the equipment(s) repaired from anywhere at the cost and risk of the bidder and the expenses incurred by BIS 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 BIS, which shall be entitled to recover it from him. The decision of BIS in this regard shall be final and binding upon the contractor.

7. Contractor's Obligation

- 7.1 The Contractor shall provide adequately trained and experienced supervisor to ensure correct performance of the services in accordance with the prevailing requirements agreed upon between the two parties.
- 7.2 The Contractor shall exercise adequate supervision to ensure performance of maintenance services in BIS.
- 7.3 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.
- 7.4 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.
- 7.5 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.
- 7.6 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.

- **7.7** The Bureau shall have the right, within reason, to have any personnel removed who is considered to be undesirable or otherwise and similarly the Contractor has no right to remove any personnel without prior approval of the Bureau, emergencies, exempted.
- **7.8** 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.
- **7.9** 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.
- **7.10** 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.
- **7.11** 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.
- **7.12** All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the Bureau.
- **7.13** 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.

8. Payments Terms

- **8.1** The payment towards the services will be made by the Bureau directly to the Contractor on receipt of bill after its satisfactory services. The rates quoted shall be inclusive of all taxes.
- **8.2** Bills for services under this contract shall be prepared in duplicate by the Contractor immediately after the completion of month. 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.
- **8.3** 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.

9 Imposing of fines / penalty

9.1 BIS will have the right to impose penalty on the bidder, as per details given below, if the work done by the contractor is found unsatisfactory, it will be intimated in writing to the contractor by the Bureau for taking immediate corrective action, failing which the penalty amount will be deducted from the monthly bill of the same month:

Penalty rates for non-compliance of time norms by service engineers

User type	0-1 Hour	1-4 Hour	4Hours-	More than
			1Day	One day
Critical users	Rs. 500.00	Rs. 1000.00	Rs. 1500.00	Warning
				letter +Rs.
				3000/- per
				day
Non-critical	Rs. 250.00	Rs. 500.00	Rs. 750.00	Warning
users				letter +Rs.
				1500/- per
				day
Networking/LAN	Rs 1000.00`	Rs 2000.00	Rs 3000.00	Warning
is not restored in				letter + Rs
stipulated time				5000/- per
				day

- 9.2 The penalty imposed by BIS will be binding on the contractor. BIS 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 the contractor. The decision of BIS in this regard will be final and binding on the contractor.
- 9.3 If the contractor fails or is unable to repair/replace a faulty equipment, BIS shall have the right to get the same repaired from anywhere and the expenses incurred by BIS in this regard shall be deducted from the outstanding dues, if any, and performance security deposit of the contractor.
- **9.4** In case a problem persists in an equipment even after replacement of parts/components/sub-assemblies on chargeable basis as per the recommendations of the technical persons, BIS shall have the right to deduct the expenses incurred in this regard from the outstanding dues, if any, or from the performance security deposit of the contractor.

10. Indemnity:

- 10.1 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.
- **10.2** 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.

11. Suspension of Contract

- 11.1 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 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.
- 11.2 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 the Services in accordance with this Contract, or failed to 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) If the Contractor is in breach of any law or statute governing the Services;
 - (e) 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.
 - (f) The Contractor enters into voluntary or involuntary bankruptcy, or liquidation;
 - (g) The Contractor becomes insolvent;
 - (h) A receiver, administrator, trustee or liquidator is appointed over any substantial part of its assets;
 - (i) 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;

(j) 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.

12. Termination by the Bureau

12.1 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 15 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.

13. Contractor's right to terminate

13.1 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.

14. 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.

15. Corrupt or Fraudulent Practices

- 15.1 The Bureau requires that the Bidders under this Bid observe the highest standards of ethics during the 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 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.
- 15.2 The Bureau will terminate the contract if it determines that the Contractor has engaged in corrupt or fraudulent practices before, during or after the period of contract; The Bureau will hold the Contractor ineligible to be awarded a contract, either indefinitely or for a period of 24 months from the date of declaring the contractor ineligible if it at any time determines that the Contractor has engaged in corrupt and fraudulent practices in competing for, or in executing the Contract.

16 Confidentiality

16.1 The Contractor shall not divulge or disclose proprietary knowledge obtained while delivering services under this contract to any person, without the prior written consent of the Bureau. For this, the contractor should abide by the confidentiality clause and a confidentiality bond must be signed by the contractor and handed over to the Bureau at time of award of AMC Contract. In case, there is a breach of confidentiality clause signed by the contractor either by its personnel provided on site on behalf of AMC contractor or the contractor himself, the contract shall be terminated without giving any notice or reason. The decision of the bureau shall be final in that case.

17. 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.

18. Disputes & Arbitration

18.1 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.

18.2 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.

19 Mode of serving Notice

- 19.1 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).
- 19.2 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.

20. Governing language

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

21 Law

21.1 The contract shall be governed and interpreted under Indian Laws.

22. Legal Jurisdiction

22.1 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.

23. Stamp duty:

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

SCHEDULE - 3

BLANK PAGE

SCHEDULE- 4: SPECIFICATION & ALLIED TECHNICAL DETAILS

- **1 Proposed validity of the contract** Three years. However, The contract will be reviewed on yearly basis and further extended every year subject to the satisfactory services of the firm and on the mutual consent of both the parties.
- 2. Availability of Tender Documents:
- **a. Place:** General Service Department, Bureau of Indian Standards, Room No. 503, Manakalya, 9 Bahadur Shah Zafar Marg, New Delhi-110002
- b. Period: 21 July 2014 to 11 August 2014
- **3. Pre-bid Conference:** In the office of Head(GSD), Bureau of Indian Standards, Room No. 503, Manakalya, 9 Bahadur Shah Zafar Marg, New Delhi-110002 at 1530h, on 1 August 2014 (Monday).
- **4. Method/manner for Submission of Bids:** An envelope having two envelopes containing "Technical Bid" and "Financial Bid" must bear the name & address of the party & shall be addressed to "Head(GSD), Bureau of Indian Standards, **Room No. 503**, Manakalya, 9 Bahadur Shah Zafar Marg, New Delhi-110002", The bid shall reach in the office of the Head(GSD), Bureau of Indian Standards, **Room No. 503**, Manakalya, 9 Bahadur Shah Zafar Marg, New Delhi-110002 by 1400 h 11 August 2014 (Monday).
- 5. Earnest Money Deposit: Rs 50,000/-
- **6.** Performance Security Deposit: 5% of the total annual value of the contract
- 7. Validity of Bids: 90 days from the date of opening of Technical bid.
- **8. Opening of Bids:** Technical Bids shall be opened at 1530 h on 11 August 2014 (Monday) in the office of the Head(GSD), Bureau of Indian Standards, **Room No. 503**, Manakalya, 9 Bahadur Shah Zafar Marg, New Delhi-110002. Date of opening of financial bid shall be decided after technical evaluation of the bid.
- **9.** Authorized Officer on behalf of the Bureau for this tender/contract: Head (GSD)

SCHEDULE - 5: PRICE SCHEDULE

(To be submitted in Financial Bid envelope)

Financial Bid for Maintenance of Computers, Laptops, Printers, Scanners, UPS and Passive LAN components.

Name of the firm:	
Address:	
Pin Code:	Telephone:
Fax:	Email:

Important Instructions:

- i) The bidder should quote the single rate per annum for each category of the items in the table A below. **Only one fixed price must be quoted against each category**. The bid may be rejected if quotation for any entry is not filled in or if it is incorrectly filled in.
- **ii)** The price quoted should be inclusive of all royalty, government taxes, duties, levies office and documentation expenses, consumables, cost of handling carriage, incidental expenses, etc., required for executing the work/providing the product. Service Tax is to be shown separately in the financial bid. Details of cost analysis giving break up and details of government tax, duty incidental charges, office expense etc may be attached to the financial bid. The price quoted must also be firm and should not be in terms of percentage of the total cost of work etc. The bidder will be responsible for paying all taxes, duties, levies etc payable by him.
- **iii**) Escalation of price quoted will not be permitted due to any reason including, change in government tax, duty etc. However, service tax will be paid to the contactor as per the prevailing rates. The quantity mentioned in column (b) of table given below is likely to vary. Actual quantity will be taken into account while signing the agreement for maintenance.
- **iv**) Other than the charges quoted in the financial bid, no other charges like transportation charges, travel charges, will be paid by BIS for any type of services.
- v) List of consumables: All parts/components other than those defined at **Clause** 6 of **Schedule 2** are non-consumable and required to be repaired/ replaced by the contractor without charging any extra amount for the same. Rate shall be quoted in the financial bid taking this into account.

25

Details of Computers, Printers & LAN

Sl. No.	Make / Model PC's (a)	Qty*	Year of Purchase	Single Rate in Rs. per annum For Sl No. 1 to 5
1	HCL PIV	2	2000	
2.	HP P-IV	14	2001-2002	
3.	HCL P-IV	95	2002-2006	
4.	HP Desktop	3	2009	
5.	DELL Core2Duo	92	2010	
	Total (a)	206		Rs
	Printers (b)			Single Rate in Rs. per annum For Sl No. 6 to 33
6.	Laser Printer	71	2000 - 2002	
7.	HP Laser Printer1100/1200	2	2002	
8.	HP Laser Printer 5100	1	2002	
9.	HP Laser Printer 197A	1	2003	
10.	HP Laser Printer	2	2003	
11	Laser Printer	2	2003	
12.	HP 1150	1	2003	
13.	HP 5100	1	2003	
14.	HP Deskjet Printer 5160	2	2003	
15.	Laser Printer	35	2004 - 2013	
16.	HP 9110	1	2006	
17.	HP 6502A	1	2006	
29.	HP Laser Printer 1600	1	2007	
22.	HP 3390	1	2008	
23.	HP 7580	1	2008	
24.	HP 2727	1	.2008	
26.	HP 1007	2	2010	
28.	HP 1606 dn	70	2011	_
30.	HP 4500	3	2013	
31.	HP 1025	2	2013	_
32.	HP 2250 dn	5	2013	
33.	MFP M1213	2	2013	
	Total (b)	208		

34.	LAN Switches (c) i. ii. iii.	CISCO Catalyst 3550G CISCO catalyst 2950G CISCO Catalyst 2950T 3Com Superte k 4228G	01 05 11 01	Single Rate in Rs. per annum For Sl No. 34
	Total (c) Service Tax (as applic			
	Grand Total a + b +			

^{*}The number of items may increase or decrease

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)

SCHEDULE- 6: CONTRACT FORM

AGREEMENT

		this2014 between
	(Name and A	ddress of the Contractor) (hereinafter referred to
as the	CONTRACTOR, which expre	ssion shall, unless it be repugnant to the context
	•	an and include its successors and assigns) of the
		an Standards, 9 Bhadurshah Zafar Marg, New
		as the BUREAU, which expression shall, unless
	- -	ning thereof, be deemed to mean and include its
succes	sors and assigns) of the OTHE	R PART.
WHER	REAS the Bureau is a body	corporate, enacted by Parliament. The Bureau
	•	nance of Computers, Laptops, Printers, Scanners,
		ract basis, therefore, invited bids through Open
	enquiry dated	
WHER	REAS the Contractor (successf	ul bidder) submitted his bid vide in
	`	d was selected as 'successful bidder' pursuant to
		on on contract rates, awarded the 'Letter of
	tance' (LoA) No to the (
BOTH	THE PARTIES HERETO	agree to abide the terms and conditions as
mentio	oned in:	
"Scheo	dule 2- Conditions of Contra	ct of Tender Document".
"Scheo	dule 2- Conditions of Contra	ct of Tender Document".
"Scheo	dule 2- Conditions of Contra	ct of Tender Document".
"Scheo		
	(Signature of Contractor/	(Signature of Authorized Officer of the
"Scheo Bureau)	(Signature of Contractor/	
	(Signature of Contractor/ Authorized Representative)	(Signature of Authorized Officer of the
	(Signature of Contractor/ Authorized Representative) Name	
	(Signature of Contractor/ Authorized Representative)	(Signature of Authorized Officer of the Name
	(Signature of Contractor/ Authorized Representative) Name Designation	(Signature of Authorized Officer of the Name
	(Signature of Contractor/ Authorized Representative) Name Designation Designation Address	(Signature of Authorized Officer of the Name
	(Signature of Contractor/ Authorized Representative) Name Designation Designation	(Signature of Authorized Officer of the Name Address
	(Signature of Contractor/ Authorized Representative) Name Designation Designation Address Seal of the Firm/Company Witness:	(Signature of Authorized Officer of the Name Address Seal of the Bureau Witness:
	(Signature of Contractor/ Authorized Representative) Name Designation Designation Address Seal of the Firm/Company Witness: (Signature)	(Signature of Authorized Officer of the Name Address Seal of the Bureau Witness: (Signature)
Bureau)	(Signature of Contractor/ Authorized Representative) Name Designation Designation Address Seal of the Firm/Company Witness: (Signature) Name of Witness	(Signature of Authorized Officer of the Name Address Seal of the Bureau Witness:
	(Signature of Contractor/ Authorized Representative) Name Designation Designation Address Seal of the Firm/Company Witness: (Signature) Name of Witness Address	(Signature of Authorized Officer of the Name Address Seal of the Bureau Witness: (Signature) Name of
Bureau)	(Signature of Contractor/ Authorized Representative) Name Designation Designation Address Seal of the Firm/Company Witness: (Signature) Name of Witness	(Signature of Authorized Officer of the Name Address Seal of the Bureau Witness: (Signature) Name of

SCHEDULE -7: OTHER STANDARD FORMS, IF ANY, TO BE UTILIZED BY THE CLIENT AND THE BIDDERS.

1.	Annexure-1	FORM OF BANK GUARANTEE BOND		
2.	Annexure-2	DETAILS TO BE FURNISHED BY THE BIDDERS		
3.	Annexure-3	DETAILS OF THE SIMILAR TYPE OF SERVICES		
		PROVIDED BY THE BIDDER DURING LAST 3 YEARS		
4.	Annexure-4	DECLARATION REGARDING BLACK-LISTING AND/ OR		
		LITIGATIONS		

Annexure –1

FORM OF BANK GUARANTEE BOND

l.	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.
	(RupeesOnly) 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.
	restricted to an amount not exceeding Rs.
3.	We undertake to pay to the Pureau any manay so demanded not with standing any
).	We, undertake to pay to the Bureau any money so demanded notwithstanding any dispute or disputes raised by the Contractor (s) in any suit or proceeding pending
	before any Court or Tribunal relating thereto our liability under this 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) shall have no claim against
	us for making such payment.
1.	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 or discharged or till

the authorized officer of the Bureau (General Service 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 thewe shall be discharged from all liability under this guarantee thereafter.

5.	We
	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).
7.	We,
	Dated theday of20 For

Annexure-2

DETAILS TO BE FURNISHED BY THE BIDDERS

- 1. Name of the Firm/Company:
- 2. Class of Registration with validity date:
- 3. Value of Registration:
- 4. Address for Communication:
- 5. Telephone No.:
- 6. E-mail:
- 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 (Rs.)	Copies of audited Balance Sheet enclosed (Yes/No)
2013-2014		
2012-2013		
2011-2012		

- 9. PAN, TIN Number of the Firm/Company:
- 10. Service Tax Registration No.:
- 11. EMD Draft Number/Date & Name of the Bank:

This is to certify that the above facts are true complete and correct to the best of my knowledge and belief. Further, it is certified that I/We have read and understood the terms and conditions of the Tender Notice.

I/We give an undertaking and give our unconditional and unequivocal acceptance of all terms and conditions of the Tender and agree to abide by these terms and conditions.

Name and Signature of the Firm/Company Seal of the Firm/Company Dated: Place:

Annexure –3

Details of the similar type of services rendered by the Bidder during last 3 years

Name of the Bidder:

Year	Name & Type of Services	Name & Address of the Organization	Value of the Contract (Rs. in Lakhs)	Remarks
2013-2014				
2012-2013				
2011-2012				

 $\mbox{\bf Note:}$ - The turnover amount should be certified and audited by CA of firm and separate sheet should be enclosed

Annexure-4

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
he Central Government/State Government. I/we further declare that no criminal case
s registered or pending against the firm/company or its owner/partners/directors
nywhere in India.
Date the(Date) day of(Month)
2014
Signature of Bidder
Name & Address of Bidder