



National Centre for Medium Range
Weather Forecasting
(MINISTRY OF EARTH SCIENCES)

RFP for
Hardware Maintenance Service (HMS)

September, 2017

Tender No: HMS-I/2015

**Invitation of bids for Hardware Maintenance Services (HMS)
at NCMRWF A-50, Institutional Area, Sector-62, NOIDA**

MINISTRY OF EARTH SCIENCES

National Centre for Medium Range

Weather Forecasting (NCMRWF)

A-50, Institutional Area, Sector-62, NOIDA-201307

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TENDER NOTICE

Invitation for bids for Comprehensive Hardware Maintenance Service (CHMS)

E-tenders in two cover system (TECHNICAL BID -CUM COMMERCIAL TERMS AND FINANCIAL BID are invited, on behalf of Head, NCMRWF from experienced firms in the prescribed format for **Comprehensive Hardware Maintenance Service (HMS)** at NCMRWF A-50, Institutional Area, Sector-62, NOIDA for a period of two (02) years.

The 02 year contract shall be awarded initially for a period of 01 year which may be extended to further one year if services are found satisfactory during the first year of contract and extendable to subsequent 02 (two) years at same terms & conditions if services are found satisfactory during the first 02 years of contract.. However, Bidders will quote only annual rates in Price Bid Format.

The tender document containing detailed specification, terms & conditions and Pre-qualification criteria etc can be downloaded from the website: <http://www.ncmrwf.gov.in/tender> and <https://eprocure.gov.in/eprocure/app>. Such bids should be submitted along with the cost of tender document in form of Demand Draft drawn on any Nationalized Bank in favor of "DDO, NCMRWF", payable at New Delhi for an amount of ₹ 500/- (Rupees Five Hundred only) (non-refundable), submitted along with the pre-qualification bid..

Address for Communication: The Head, NCMRWF, A-50 Institutional Area, Sector-62, Noida Phone: 0120-2419501 fax: 0120-2419484, 2419494

Document Control Sheet

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Contact Person	THE HEAD, NCMRWF, A-50 Institutional Area, Sector-62, NOIDA, UP: 201 309.

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1. Definitions and Abbreviations

MoES	Ministry of Earth Sciences
NCMRWF	National Centre for Medium Range Weather Forecasting
HMS	Hardware Maintenance Services
FMS	Facility Management Services
NMS	Network Management System
HOD (C & N)	Head Of Department (Computer & Network)
OEM	Original Equipment Manufacturer
AMC	Annual Maintenance Contract
O&M	Operations and Maintenance
EMD	Earnest Money Deposit
RFP	Request for Proposal
SLA	Service Level Agreement
DDO	Drawing & Disbursing Officer

2. Invitation for Bids

2.1. Invitation for Bids

NCMRWF, a subordinate office of Ministry of Earth Science (MoES), Government of India located at A-50, Institutional Area, Sector -62, Noida, UP invites online bids (Technical & Financial) from reputed IT companies for Comprehensive Hardware Maintenance Services (CHMS).

The scope of Comprehensive HMS work includes maintenance and trouble shooting of Servers, Workstations, Desktops, Laptops, Printers and related peripherals for a period of one year.

Note: There should be a single bid from reputed OEMs /Hardware Maintenance Service Provider. Consortium and subcontracting is not allowed.

2.2. Due Diligence

The bidder is expected to examine all instructions, forms, terms and specifications in the bidding document. Failure to furnish all information required by the bidding document or submission of a bid not responsive to the bidding documents in every respect will be at the bidder's risk and may result in rejection of the bid.

2.3. Clarifications of the Bidding Documents

NCMRWF shall respond to any request for clarification of the bidding documents, which it receives no later than **pre bid meeting date**. NCMRWF shall convene a pre-bid meeting **as mentioned in critical date sheet** to provide the clarifications. Corrigendum, if any will be published on web site **<http://www.ncmrwf.gov.in/tenders>** and **<https://eprocure.gov.in/eprocure/app>**.

2.4. Amendment of Bidding Documents

At any time before the deadline for submission of bids, NCMRWF may, for any reason, whether at own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding document by amendment.

3. Instruction to Bidders

3.1 Language of Bids

The online bid to be submitted by the Bidder, as well as all correspondence and documents relating to the bid exchanged between the Bidder and NCMRWF, shall be written in English language only.

3.1.1 This specification describes the technical specification & general terms and conditions for maintenance of Computer Hardware System at NCMRWF, NOIDA.

3.1.2 The work shall be done as per standard specification of Bureau of Indian Standards, other National /International Standards, IE rules and statutory requirement of Govt. of India as may be applicable at the work site.

3.1.3 The work shall be done as per direction of supervising personnel of NCMRWF.

3.1.4 All parts of the specification shall be read in conjunction with each other. In case where requirements given in different parts differ, the most stringent shall govern.

3.1.5 The specification states the scope and requirements as completely and clearly as possible. Any additional work/equipment or technical requirement not mentioned in the specification but required to make the system operative shall be deemed to be included in the offer.

3.1.6 Bidders may contact and obtain clarifications required (if any) at any stage, before submission of offer from NCMRWF, Sector-62, NOIDA.

3.1.7 The bidder shall provide all necessary manpower, tools and tackles, consumables etc. required to carry out work as per this documents/direction of supervising personnel of NCMRWF. The bidder shall also provide site transport, power tools, and movable ladders/any other device to approach the equipment/fittings to be operated/maintained (in required quantity as well as height) etc. as required.

3.1.8 The manpower deployed shall have minimum working experience of four years after acquiring professional qualification. Manpower deployed shall also have experience configuring the workstation/ desktop and printers and other jobs which may be required to be undertaken. The professional qualification and the working experience of the deployed manpower will be verified by the officer-in-charge at NCMRWF.

3.1.9 The Bidder shall have on their rolls/appoint full time engineer. The manpower deployed shall also have at least four years experience of carrying out similar work. The qualifications of such Supervisors are liable to be checked by NCMRWF Supervising staff.

3.1.10 Where the proper execution of the work depends upon the performance of the other agencies or where the bidder considers that his work is being unreasonably interrupted by the activities of the other agencies he shall so notify to NCMRWF immediately. If the bidder fails to do so, it shall be deemed that he is satisfied with the prevailing conditions.

3.1.11 Work permits shall be issued while giving shut downs to other agencies/deputing the persons for carrying out job taking full care of safety and security of equipment and personnel. Records of issue of work permits and their release shall be maintained.

3.1.12 The bidder shall complete and fulfil all formalities with the statutory authorities having jurisdiction in the area.

3.1.13 The bidder shall attend review meetings and all other meetings called by the NCMRWF.

3.1.14 The bidder shall provide the monthly progress report in duplicate. The report shall clearly define all major activities completed during the previous month and identify programs that are proposed to be undertaken incoming month etc. The report format shall be finalized after discussion with the supervising engineer.

3.1.15 In case of non-deployment of manpower and/or service is not provided to the satisfaction of NCMRWF, NCMRWF reserves the rights to rectify the problem through

other agency at the risk and cost of the bidder and suitable amount shall be deducted from the payment of the bidder.

3.1.16 The rates quoted by the bidder shall be inclusive of all payments to be made by the bidder to the labour and all costs toward workmen compensation, PF, insurance etc. There should be no delay in making the system up for want of spares. Payment of EPF and ESI to employees and other statutory dues will be the responsibility of the bidder. Payment shall not be released if any violation is done in this regard. The responsibility of spares planning rests with the bidder.

3.1.17 No Sales Tax exemption forms shall be issued by NCMRWF to the successful bidder.

3.1.18 The Unit rates shall remain firm for the contract period from the date of order.

3.1.19 The successful bidder should submit the a certificate that the payments to the manpower deployed have been made as per the minimum wages act of the state and all necessary provision of state/central govt. has been adhered to.

3.1.20 The vendor fails to provide the requisite manpower on shift and not providing the satisfactory service a heavy penalty (refer penalty clause (10.1) will be imposed.

3.1.21 NCMRWF administration will monitor the day to day activities of the service provider and will give satisfactory certificate during the payment process.

3.1. Documents Constituting the Bids

The bid prepared by the Bidder shall comprise the following components.

- Prequalification Document, EMD & Tender fee
- Technical Bids & Commercial terms
- Financial Bids

The bids not conforming to the requirements shall be summarily rejected.

3.2. Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of the Bid and NCMRWF will in no case be responsible for those costs, regardless of the conduct or outcome of the bidding process.

3.3. Bid Prices

3.3.1. Prices in the Price Schedule

The Bidder(s) shall quote price in clear terms. Break up should abide by the Format for Financial Bid described in BOQ Format as uploaded at e-procurement site. The taxes applicable should be shown separately and clearly. No further taxes existing as on date will be applicable. Any change in taxes or levies structure by the Government of India will be applicable at the time of billing.

The Financial Bids should strictly conform to the formats to enable evaluation of bids and special care may be taken that the bids having any hidden costs or conditional costs will be liable for straight rejection.

3.3.2. Separation of Price Components

The price components furnished by the Bidder in accordance with Section 3.4.1 above will be solely for the purpose of facilitating the comparison of bids by NCMRWF and will not in any way limit NCMRWF's right to contract on any of the terms offered.

3.3.3. Fixed Price

Prices quoted by the Bidder shall be fixed and no variation will be allowed under any circumstances.

3.3.4. Bid Currencies

Prices shall be quoted in Indian National Rupee.

3.4. Bid Security / Earnest Money Deposit (EMD)

3.4.1. Amount of EMD

The Bidder shall furnish, as part of its bid, a bid security of **₹ 30,000/- (Rupees Thirty thousand only)** in the form of Demand Draft / Bank Guarantee/ Pay Order drawn in favour of "DDO, NCMRWF, payable at any scheduled bank at New Delhi. Hard copy of original instrument of EMD must be delivered to the Director (Admin.), NCMRWF, Noida on or before Bid Submission End date/time as mentioned in critical date sheet. Exemption of EMD shall be applicable as per government rules.

3.4.2. Currency of EMD

The bid security shall be furnished in Indian National Rupees.

3.4.2.1. Tender Fee

This notice and the tender document can be downloaded from the site **<http://www.ncmrwf.gov.in/tender>** and **<https://eprocure.gov.in/eprocure/app>**. Such bids should be submitted along with the cost of tender document in form of Demand Draft for an amount of **₹ 500/- (Rupees Five Hundred only)** as mentioned above.

Hard copy of original instrument in respect of tender fee must be delivered to the Director (Admin.), NCMRWF, Noida on or before bid submission end date/time as mentioned in critical date sheet. The demand draft attached/submitted for tender fee shall be non-refundable. Exemption of Tender Fee shall be applicable as per government rules.

3.4.3. Requirement of EMD

The bid security is required to protect NCMRWF against the risk of Bidder's conduct, which would warrant the security's forfeiture.

3.4.4. Rejection of Bid

Any bid not secured in accordance with Sections 3.5.1, 3.5.2 and 3.6.1 mentioned below, will be rejected by NCMRWF as non-responsive.

3.4.5. Discharge of EMD of Unsuccessful Bidder

Unsuccessful Bidder's EMD will be discharged / returned as promptly as possible as but not later than 60 days after the expiry of the period of bid validity prescribed by NCMRWF without any interest accrued.

3.5. Period of Validity of Bids

3.5.1. Validity Period

Bids shall remain valid for 180 days after the date of bid opening prescribed by NCMRWF. NCMRWF shall reject a bid valid for a period shorter than 180 days as non-responsive.

3.5.2. Extension of Period of Validity

In exceptional circumstances, NCMRWF may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. The bid security provided under Section 3.5 shall also be suitably extended. A Bidder may refuse the request without forfeiting the bid security. A Bidder granting the request will not be permitted to modify its bid.

3.6. Format and Signing of Bid

3.6.1. Number of Copies of Bid

The Bidder shall prepare one Hard copy of the pre-Qualification Documents and EMD, clearly marking "Pre-Qualification Documents and EMD".

The Bidder shall prepare one Hard copy of the Technical Bid and Commercial terms, clearly marking "Technical Bid and Commercial Terms".

The Bidder shall prepare one Hard copy of the financial bid, clearly marking "Financial Bid".

Hard Copies of "Pre-Qualification Documents and EMD" and "Technical Bid and Commercial Terms" shall be signed by bidder with stamp of the Firm and scanned copies of the same shall be uploaded at <https://eprocure.gov.in/eprocure/app>.

The Bidder shall upload the financial bid in the BOQ format which may be downloaded along with Tender Document from <https://eprocure.gov.in/eprocure/app>.

3.6.2. Authentication of Bid

The original and all copies of the bid shall be type written and shall be signed by a person or persons duly authorized to bind the Bidder to the Contract. **The letter of authorization shall be indicated by a written power-of- attorney accompanying the bid.** The person or persons signing the bid shall initial all pages of the bid with seal/stamp.

3.6.3. Validation of interlineations in Bid

Any interlineations, erasures or overwriting shall be valid only if the person or persons signing the bid initial them.

3.7. Sealing and Marking of Bids

3.7.1. Enclosing of Bid

The Bid has to be submitted in 2 covers:

Cover 1- Pre-qualification documents and EMD amount as defined under relevant clause, Technical Bid- the scanned copies in PDF format of the technical offer should be uploaded.

Cover2- Financial bid- the Financial bid in BOQ format (.xls file) to be uploaded along with signed and scanned copy of Price Bid Undertaking.

Both the covers should be uploaded at <https://eprocure.gov.in/eprocure/app> on or before bid submission end date and time.

3.8. Rejection of Bid

The Bid has to be submitted in the form of printed document. The bids submitted by Telex, fax or email bids shall be rejected.

3.9. Deadline for Submission for Bids

3.9.1. Last date for Submission

The Bids (Technical and Financial) must be received by NCMRWF, at the address specified not later than **Bid Submission End Date & Time**. In the event of the specified date for the submission of Bids being declared a holiday for NCMRWF, the Bids will be received up to the appointed time on the next working day.

3.9.2. Extension for Last date for Submission

NCMRWF may, at own discretion, extend this deadline for submission of bids by amending the bid document.

3.10. Late Bids

Any bid received by NCMRWF after the deadline for submission of bids prescribed by NCMRWF, will be summarily rejected and returned unopened to the Bidder. No further correspondence on this subject will be entertained.

3.11. Bid Opening and Evaluation of Bids

3.11.1. Opening of Bids

All the on-line bids received on time will be opened by the Evaluation Committee or its authorized Officials. Sequence of opening shall be as follows:

- Pre-Qualification Documents, EMD and Technical Bid and Commercial Terms
- Financial Bid

First, the technical bids containing pre-Qualification Documents and EMD and Technical Bid and Commercial Terms shall be opened. The bids without EMD and Tender Fee in specified from shall be summarily rejected by the Technical Committee.

Technical Bids of those who qualify will be considered for further evaluation by Technical Committee.

The second cover containing the detailed price offer will not be opened until technical evaluation has been completed and the report approved by evaluation committee/competent authority.

NCMRWF has the right to accept or reject any bid without assigning any reason.

3.11.2. Evaluation of Bids

A three-stage procedure will be adopted in evaluating the proposals with the pre-Qualification evaluation being completed prior to any technical evaluation; similarly, technical evaluation being completed entirely prior to any financial proposals being opened. The Pre-Qualification documents will be evaluated to ensure that all the stated criteria are met.

Note: No bidder will try to influence directly or indirectly the members of the Technical Committee, and if found doing so, that bid shall summarily be rejected

3.11.2.1. Evaluation of Technical Bids

Bidders need to comply with all the eligibility-qualifications conditions mentioned below;

S.NO	Pre-Qualification Criteria	Required Details
1.	Average Annual financial turnover during the last three years ending 31st March, 2017 should be at least ₹ 225, 000/- (Rupees two lakhs twenty five thousand only) from IT System Integration Services (Not from Hardware and Software sales).	Audited Balance Sheet
2	The Bidder should have minimum 5 years of experience in the Area of establishing “Comprehensive Hardware Maintenance Service” and having successfully executed at least one such work of “Comprehensive Hardware Maintenance Service” costing not less than ₹ 6 lakhs (Rupees six lakhs only) or two such works costing not less than ₹ 3.75 lakhs (Rupees three lakhs seventy five thousand only) each or three such works costing not less than ₹ 3 lakhs (Rupees three lakhs only) each in the	Copies of Work Orders and work completion report

	last three years,	
3.	The Bidder should have been making profit for the last two completed financial years	Profit and loss account statement
4,	The Bidder company should be registered under the Indian Companies Act 1956	Attach Registration No., MOA and Articles
5,	Experience in establishing “Comprehensive Hardware Maintenance Service”	Copies of Work Orders and work completion report
6.	The bidder should not be black-listed with any of the government project.	Submit an undertaking.
7,	Bidder should be the authorized channel partner/business partner of major equipment manufacturer namely: i) HP ii) DELL III) ACER	Submit authorization certificate

NCMRWF may request the bidders to make a presentation on their proposal, to an Evaluation Committee to be constituted for the purpose.

3.11.2.2. Evaluation of Financial Bids

The Technically qualified bidders shall be intimated about the date and time of finance bid opening. The Financial bids of thus short-listed bidder shall be opened publicly in the presence of two representatives from the respective bidders. The name of the vendor and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened.

NCMRWF shall however not bind itself to accept the lowest and / or any bids and reserves the rights to accept / reject any bids, wholly or in part without assigning any reason.

3.12. Clarification of Bids

During evaluation of bids, NCMRWF may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing. If the response to the clarification is not received before the expiry of deadline prescribed in the request, NCMRWF reserves the right to make its own reasonable assumptions at the total risk and cost of the Bidder. Also seeking clarification does not mean vendor’s bid has been accepted.

3.13. Preliminary Examination

3.13.1. Completeness of Bids

NCMRWF will examine the bids to determine whether they are complete, whether they meet all the conditions of the Contract and Technical Specifications and whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

3.13.2. Rectification of Errors

Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of errors, its bid will be rejected and its bid security may be forfeited.

3.13.3. Rejection of Bid

If a bid is not responsive and not fulfilling all the conditions it will be rejected by NCMRWF and may not subsequently be made responsive by the Bidder by correction of the non-conformity. Any bid without original instruments of EMD & Tender Fee before Bid Submission End Date/Time shall be rejected.

3.14. Notification of Award

3.14.1. Notification of Awards to Bidder

Before the expiry of the period of validity of the proposal, NCMRWF shall notify the successful Bidder in writing by registered letter or by fax, that its bid has been accepted. The Bidder shall acknowledge in writing receipt of the notification of award.

3.14.2. Formation of Contract

The notification of the award shall constitute the formation of the contract. However, NCMRWF may negotiate certain terms with successful Bidder before the finalization of contract.

3.14.3. Discharge of Bid Security

Upon the successful Bidder furnishing his acknowledgement, NCMRWF shall promptly request the Bidder to provide performance guarantee. On receipt of the performance guarantee NCMRWF shall prepare and sign the contract agreement (Service Level Agreement) and discharge the bid security. The successful bidder shall also sign a Non Disclosure Agreement (NDA) and an Integrity pact.

3.15. Performance Guarantee

3.15.1. Period for Furnishing Performance Guarantee

The Vendor has to furnish Performance Guarantee (PG) as part of the project. The selected vendor has to submit within 21 days of the receipt of notification of award from NCMRWF, the performance guarantee at the rate of revenue equals to 5% of the total contract value on pro rata rate basis in accordance with the Conditions of Contract, in the form of Bank Guarantee as per Annexure-5 or Demand Draft / Bankers' Cheque drawn in favour of "DDO, NCMRWF, payable at any scheduled bank at New Delhi". The bid security submitted by the successful bidder could be adjusted against this amount and the balance amount, if any, needs to be paid if the successful bidder chooses to furnish the performance guarantee in the form Demand Draft / Bankers' Cheque. The validity of PG shall be for two months beyond one year (14 months).

3.15.2. Annulment of Award

Failure of the successful Bidder to comply with the requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security of the bidder, in which event NCMRWF may make the award to the next lowest evaluated Bidder or call for new bids.

3.16. Termination of Contract

3.16.1. Termination by NCMRWF

1. NCMRWF reserves the right to suspend any of the Services and/or terminate this Agreement in the following circumstances by giving 30 days notice in writing: Bidder becomes the subject of bankruptcy, insolvency, winding up, receivership proceedings; or
In case NCMRWF finds illegal use of connections, hardware, software tools that are dedicated to NCMRWF only.
2. NCMRWF reserves the right to suspend any of the Services and/or terminate this Agreement in the following circumstances by giving 90 days notice in writing:
 - In case the Bidder fails to provide services at the minimum agreed service level continually for 1 (ONE) quarterly cycle.

3.16.2. Termination by Service Provider

Service Provider reserves the right to suspend any of the Services and/or terminate the agreement at any time within 90 days notice in the following case:

- If the payment to the Service Provider is due for more than 2 (two) consecutive quarterly cycle.

3.16.3. Termination for Default:

1. NCMRWF may without prejudice to any other remedy for breach of contract, (including forfeiture of Performance Security) by written notice of default sent to the **Service Provider**, terminate the Contract in whole or in part after sending a notice to the **Service Provider** in this regard.
 - a) If the **Service Provider** fails to deliver any or all of the services within the time period(s) specified in the Contract, or any extension thereof granted by NCMRWF, or
 - b) If **Service Provider** fails to perform any other obligation under the Contract.

3.16.4. Conditions for Termination

1. Upon occurrence of an event of default as set out in above mentioned Section 3.17.3, either Party will deliver a Default notice in writing to the other party which shall specify the event of default, and give the other party an opportunity to correct the default.
2. At the expiry of notice period specified in Section 3.17.1 unless the Party receiving the Default notice remedied the default, the party giving the Default notice may terminate the Agreement.

3.17. Force Majeure

Force Majeure shall mean any event or circumstances or combination of events or circumstances that materially and adversely affects, prevents or delays any Party in performance of its obligation in accordance with the terms of the Agreement, but only if and to the extent that such events and circumstances are not within the affected party's reasonable control, directly or indirectly, and effects of which could not have prevented through Good Industry Practice or, in the case if construction activities through reasonable skill and care, including through the expenditure of reasonable sums of money. Any events or circumstances meeting the description of the Force Majeure which have same effect upon the performance of any contractor shall constitute Force Majeure with respect to the Bidder. The Parties shall ensure compliance of the terms of the Agreement unless affected by the Force Majeure Events. The Bidder shall be relieved from forfeiture of its implementation guarantee, Performance Guarantee, levy of Penalties, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Agreement is the result of Force Majeure.

3.17.1. Force Majeure Events

The Force Majeure circumstances and events shall include the following events to the extent that such events or their consequences (it being understood that if a causing event is within the reasonable control of the affected party, the direct consequences shall also be deemed to be within such party's reasonable control) satisfy the definition as per Section 3.18 above.

Without imitation to the generality of the foregoing, Force Majeure Event shall include following events and circumstances and their effects to the extent that they, or their effects, satisfy the following requirements:

3.17.1.1. Natural Events

- i. "Natural Events" to the extent they satisfy the foregoing requirements including: any material effect on the natural elements, including lightning, fire, earthquake, cyclone, flood, storm, tornado, or typhoon;
- ii. Explosion or chemical contamination (other than resulting from an act of war);
- iii. Epidemic such as plague;

Any event or circumstance of a nature analogous to any of the foregoing.

3.17.1.2. Other Events

"Political Events" to the extent that they satisfy the foregoing requirements including:

- a. Political Events, which occur inside the State where the service is being implemented or involve directly the State Government and the Central Government ("Direct Political Event"), including:
 - i. Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, act of terrorism or sabotage;
 - ii. Strikes, work to rules, go-slows which are either widespread, nation- wide, or state-wide and are of political nature;
 - iii. Any event or circumstance of a nature analogous to any of the foregoing.

- b. Political Events which occur outside the State where the service is being implemented and the Republic of India do not involve the State Government and/or the Central Government (“Foreign Political Events” or “Indirect Political Events”) including, but not limited to:
 - i. Act of war (whether declared or un-declared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, or act of terrorism;
 - ii. Strikes, work to rule, go-slows
 - iii. Any event or circumstance of a nature analogous to any of the foregoing.

3.17.2. Force Majeure Exclusions

Force Majeure shall not include the following event(s) and/or circumstances, except to the extent that they are consequences of an event of Force Majeure:

- a) Unavailability, late delivery, or changes in cost of the NCMRWF machinery, equipment, materials, spare parts
- b) Delay in the performance of any contractor, sub-contractors or their agents;
- c) Non-performance resulting from normal wear and tear of the materials and equipment; and
- d) Non-performance caused by, or connected with, the Affected Party’s:
 - i. Negligent or intentional acts, errors or omissions; and/or
 - ii. Failure to comply with an Indian law or Indian Directive; and/or
 - iii. Breach of, or default under the Agreement

3.17.3. Procedure for Calling Force Majeure

- a) The Affected Party shall notify to the other Party in writing of the occurrence of the Force Majeure as soon as reasonably practicable, and in any event within 5 (five) days after the Affected Party came to know or ought reasonably to have known, of its occurrence and that the Force Majeure would be likely to have a material impact on the performance of its obligations under the Agreement.
- b) Any notice pursuant to Section 3.18.1 shall include full particulars of:
 - i. The nature of each Force Majeure Event which is the subject of any claim for relief under the Agreement;
 - ii. The effect which such Force Majeure Event is having or is likely to have on the Affected Party’s performance of its obligations under the Agreement;
 - iii. The measures which the Affected Party is taking, or proposes to take, to alleviate the impact of the Force Majeure Event and restore the performance of its obligations under the Agreement which are affected; and
 - iv. Any other information relevant to the Affected Party’s claim.

3.17.4. Procedure for Claiming Relief

- i. Where an Affected Party claims relief on account of Force Majeure Event then, the rights and obligations of both Parties under the Agreement

shall be suspended to the extent that they are affected by such Force Majeure Events.

- ii. In an Event of Force Majeure:
 - a) The Affected Party shall use its best efforts to minimise the effects of Force Majeure and remedy any inability to perform due to Force Majeure;
 - b) The Affected Party shall provide weekly written reports to the other Party regarding its progress in overcoming the adverse effects of the Force Majeure event;
 - c) the Affected Party shall, as soon as reasonably practicable after claiming such relief, provide the other Party with written notice containing such information as may be reasonably required to justify the claim for relief due to Force Majeure;
 - d) the Affected Party shall claim in respect of physical loss or damage resulting from the event constituting Force Majeure which are available from Insurances pursuant to any Insurance maintained by the Affected Party and ensure such claims are made as soon as is reasonably possible and that the proceeds of any such Insurance claims are applied to remedy the effects of the event constituting Force Majeure as soon as is reasonably possible; and
 - e) The Affected Party shall, at its own cost, take all steps reasonably required to restore its ability to perform its obligations under the Agreement as soon as possible, including the re-commissioning of any affected part of the NCMRWF.
- iii. When the Affected Party is able to resume performance of its obligations under the Agreement, it shall promptly give the other Party written notice to that effect. In no event shall the suspension of performance be of greater scope and of longer duration than is necessitated by Force Majeure.

3.17.5. Extensions due to Force Majeure

Neither Party shall be responsible or liable for, or deemed to be in breach of the Agreement because of any failure or delay in complying with its obligations under the Agreement, due solely to one or more events of Force Majeure, and the periods allowed for the performance by the Parties of such obligation(s) shall be extended on a day-for-day basis from the date of the event of Force Majeure provided that no relief shall be granted to the Affected Party to the extent that such failure or delay would have nevertheless been experienced by that Party had such Force Majeure event not occurred.

3.17.6. Termination as a result of Exceptional Event

Notwithstanding anything contained herein, in case the period of Force Majeure lasts for more than 3 (three) months from the occurrence of the event of force majeure, whether such force majeure event occurs before or after commissioning of the Project, either party shall have the right to terminate the Agreement by a written notice of 15 (fifteen) days to the other party.

The Bidder shall give notice to the NCMRWF of:

- a) the cessation of the event or circumstance of Force Majeure being claimed; and

- b) the cessation of the effects of the event or circumstance of Force Majeure being claimed on the enjoyment by such Party of its rights or the performance of its obligations pursuant to the Agreement, as soon as possible after becoming aware thereof.

4. Introduction about NCMRWF

4.1.Preamble

The National Centre for Medium Range Weather Forecasting (NCMRWF) is located at A-50, Sector-62, NOIDA, near New Delhi. NCMRWF is a lead centre in India for weather and climate modelling related research and operations. NCMRWF provides information on impending weather up to ten days in advance for various R & D and real time applications of strategic sectors. At NCMRWF global data assimilation and modelling are being carried out for generating real-time medium-range weather forecasts. International standard research on different aspects of data assimilation, global/regional modelling, extended-range/seasonal prediction, ocean modelling, climate variability studies are carried out at NCMRWF. Utilization of satellite data is crucial to improve the quality of weather forecasts. Scientists at NCMRWF develop new and innovative methods to utilize data from every satellite that provide weather information. Improving the global model physics and global model dynamics are the areas in which NCMRWF has strongest competence. Ocean modelling and assimilation for coupled models are undertaken at NCMRWF. Dynamical ensemble prediction and multi model ensemble prediction systems are also employed at NCMRWF for various applications.

5. Hardware Maintenance Service (HMS) for NCMRWF

5.1.Need of HMS

NCMRWF, a subordinate office of Ministry of Earth Science (MoES), Government of India invites bids from reputed IT companies for Hardware Maintenance Services (HMS) work at its supercomputing Facility at A-50, Sector -62 Noida, UP. The work at NCMRWF include the Hardware support to users in its 24x7 operational environment that demands very strict adherence to time schedule and high availability of computing resources. All desktops and servers are directly/ indirectly connected to the High Performance Computing system. The need of this HMS is to maintain all the Desktops, Servers, Laptops and associated peripherals.

5.2.Objective of HMS

In order to provide efficient and timely dissemination of the medium range weather forecast services to various State and Central Government departments and offices across nation, NCMRWF wishes to outsource the Computer Hardware Maintenance services of NCMRWF through successful bidders (through this RFP). These successful bidders (also referred as Service Provider in this document) will be providing Quality and Timely services on 8am to 8pm basis.

5.3.Time Lines and Duration

The Service Provider will be providing Hardware Maintenance Services for NCMRWF initially for a period of one years, and extendable to further one year on discretion of NCMRWF with mutual consent with same Terms and financial condition.

During this contract period the number of hardware items in the comprehensive AMC may change. (Increase in case of new equipment comes out of warranty OR decrease in case of the equipment is declared obsolete. The AMC value will increase in case of increasing the hardware equipment. The AMC value will decrease in case of reducing the hardware equipment.

6. Scope of Work

The contract to successful bidder will be awarded for a period of one year based on performance/requirement based periodic reviews. If services are found unsatisfactory during review at any stage, the contract shall be liable to be cancelled after a written notice of one month. The bidder should have manpower on their rolls with the qualifications as mentioned in Table- VI. Bidders are advised to take into account all aspects before submitting the bids. The bidder should ensure that all calls are attended immediately during prime time (9:00 a.m. to 5:30 p.m.) and within 2 hour beyond prime time on working days and on holidays as per the minimum manpower requirement mentioned in Table VI. The uptime requirements are stringent. The service provider should quote contract value for an uptime of 98% for comprehensive maintenance of all Hardware at Annexure 6.

6.1. Desktop Support Service

S.No.	Model	Quantity
1	Dell Optiplex Intel V Pro	10
2	ACER Veriton	18
3	Dell Optiplex 9010	25
4	HP Compaq Elite 8300	15

6.2. Laptop Support Service

- Scope –

S.No.	Model	Quantity
1	Dell E4310	8

6.3. Printers and Peripherals Support Service

- Scope –

S.No.	Model	Quantity
1	HP LJ P3005dn	5
2	HP LJ 4250	1
3	HP CLJ CP2025	3
4	HP ScanJet 5590	1
5	HP ScanJet G2410	1
6	Canon iR 2420L	2
7	Canon Advanced Runner 4025	1
8	HP Laserjet P3015	8

9	HP Officejet Pro8600	18
10	Konica Minolta Biz Hub C284 E	4
11	Samsung SL-K2200/XIP	5
12	Samsung SL-K2200ND/XIP	1

6.4. LCD Projectors

- **Scope -**

SL.Nos.	Product Name	Model	Make	Quantity
1	LCD Projector	CP-X4022WN	Hitachi	3
2	Multimedia LCD projector.	CP-X608	Hitachi	1
3	Vivitek D8900 Projector	D8900	Vivitek	1
4	EPSON Projector	EB-X-29	EPSON	2

6.5. Audio Systems

- **Scope –**

Sl.No.	Product Name :	Model	Make	Qty.
1	Plena 120W Mixer Amplifier		BOSCH	3
2	MR-515 VHF Single Channel Wireless Receiver	MR-515	MIPRO	6
3	Cordless Lapel Microphone.		MIPRO	3
4	Cordless handheld Microphone		MIPRO	3
5	VAL-audio1350W Amplifier		VAL-Audio	3
6	16 Channel Audio Mixer		VAL-Audio	1
7	Two way ported speaker		VAL-Audio	4
8	Array speaker		VAL-Audio	4
9	Loudspeaker Management System		VAL-Audio	1
10	Cordless Handheld Miroc phone		VAL-Audio	6
11	Cordless Lapel Microphone		VAL-Audio	2
12	Cordiod Microphone for Podium		VAL-Audio	2
13	Plena voice alarm controller (Public address system)		BOSCH	1
14	Plena Amplifier (Public address system)		BOSCH	3

Note: All the equipments mentioned above are in good working conditions as on date.

List of deliverables for 6.1, 6.2 and 6.3 (Scope of work)

1. Diagnosing the problem and getting the same resolved through coordination with the OEM/Equipment Service Provider (ESP) as per the severity level assigned to it.
2. Support on desktop OS and OA software (Windows NT, Win 2000, MS Office, Linux, Exceed, Legato, Fortran compiler etc.)
3. Configuring the print servers and resolving printing problems of the users
4. Resolving network connectivity problems at the client end
5. Performing any Install, Move, Add or Change at the client level
6. Record installation of new machines and changes in configuration of the machines.

6.6. Vendor Management Service

- **Scope –**

It will cover the IT vendors of NCMRWF for servers, desktops, printers and other peripherals etc. at Help desk location of NCMRWF.

- **List of deliverables –**

1. Maintaining database of the various vendors with details like contact person, telephone nos., escalation matrix, response time and resolution time commitments etc.
2. Escalating problems, to OEM if local vendor cannot solve the problem.
3. Keeping track of the Hardware Maintenance Contracts entered into by NCMRWF, with the various vendors and analyzing their performance.

6.7. Asset Management Service

- **Scope –**

It will cover the following IT equipment at location of NCMRWF – Servers, Desktops, Printers, Networking equipment, scanners and other peripherals etc.

- **List of Deliverables –**

1. Create hardware asset database by recording information like configuration details, serial number, asset code, warranty and AMC details etc.
2. Record all installation of new machines, movement within site / locations, changes in configuration of machines.

6.8. Virus Control

1. Registering and updating the anti-virus tool on all the servers, desktops and laptops in NCMRWF as per defined periodicity.
2. Diagnosing and rectifying any virus problems that can be fixed by the anti-virus tool.
3. In addition to this the service provider shall procure & install latest antivirus tool on all the desktops/ workstations/laptops (100 user licences) located at NCMRWF campus at NOIDA.
4. Providing feedback on any new viruses detected.
5. HMS team shall make its own arrangement to get all antivirus software bug fixes, patches, upgrades from the concerned software principals. However, The Service Provider shall provide necessary software support agreements that have provision of the same. In case of any problems in getting these bug fixes, patches, upgrades from the concerned software principals, the service providers shall escalate the same to Head, Computer and Networking Division.

6.9. Database of Facilities Covered in the Contract

Reports for Performance Monitoring:

- Monthly call reports (vendor wise).
- Daily - Pending & Closed calls reports for the Help desk location
- Monthly – Call Analysis report, Call Trend Report for all help desk locations
- Quarterly Asset database report.
- Monthly IMAC (Install, Move, Add, Change) report.
- Quarterly report on the number and success of the restoration drills.

7. Project Stakeholders

7.1. List of Stakeholders

- A. NCMRWF
- B. SERVICE PROVIDER

7.2. NCMRWF – Roles & Responsibilities

NCMRWF's representative shall endorse all minutes of meetings produced by the vendor. He/She will check that all deliverables for a particular milestone are completed on schedule. He/She will also ensure that the quality of the deliverables meet expectation.

NCMRWF's representative shall be the single point of contact to the Vendor Project Team. He/She shall help NCMRWF to make critical decision for the project in order not to impact the schedule. He/She shall be provided with all the facilities and information as they may be required to effectively perform his/her duties.

For the purposes of this contract, NCMRWF representative shall be Head, Computer & Network Division, NCMRWF or any other person duly authorized by him.

NCMRWF shall provide the following inputs to Service Provider for the proper delivery of HMS:

- NCMRWF shall provide the relevant information from software support agreements in place, with the respective vendors
- Adequate sitting space, storage space and telephone connections
- E-Mail accounts for HMS vendors.
- Names and contact numbers of the NCMRWF personnel who need to be contacted if an issue needs to be escalated.
- Inform users that they will need to log a call with the HMS Vendor for availing of Support services
- List of standard Office Application software that HMS Vendor would need to support.
- List of vendors with whom the Service Provider will need to co-ordinate.
- For each vendor – Name of contact persons, telephone numbers, escalation matrix and the maintenance contract entered into.
- NCMRWF shall route all installation of new machines, movement within site, changes in configuration of machines through the HMS provider
- Adequate media and necessary hardware and software resources – for carrying out backup and restoration drills.
- Adequate space to store the backed up media.
- Access for HM Service Provider to master copies of OS software and documentation.

- Access rights / security rights for HM Vendor to perform the OS administration.

7.3. Service Provider– Roles & Responsibilities

Availability of the HM Service Provider at NCMRWF

Location	Days	Service Timings	Mode of Delivery
NCMRWF, A-50, Sector62, Noida, UP, 201309	All working days according to the calendar of NCMRWF	7am to 8pm	On-site

The contract is for a period of one year based on performance/requirement based periodic reviews. If services are found unsatisfactory during review at any stage, the contract shall be liable to be cancelled after a written notice of one month. The bidder should have manpower on their rolls with the qualifications as mentioned in 9.1.1. Bidders are advised to take into account all aspects before submitting the bids. The bidder should ensure that all calls are attended immediately. If the performance is fully satisfactory the contract period may be extended further one year with mutual consent with same terms and conditions.

8. Services and Deliverable for Hardware Availability

All Hardware (Desktops, Workstations, Laptops, Printers, Projectors and Audio Systems) should provide 98% uptime

9. Resource Management

Service Provider need to have sufficient capable manpower, which can support to make project function in a required way as desired by NCMRWF. In case there is change in technology or requirements of the Project, Service Provider should be able to provide support for the required purpose.

9.1. Manpower Allocation along with minimum qualification and Experience

The bidders are requested to provide team as given below:

9.1.1. Manpower Requirement at NCMRWF

- Qualification and Experience of Professional resources and Man power deployment

Desktop Management and Hardware Maintenance	2	The candidate will be responsible for hardware support to all Desktops/Server listed in Annexure 6 of the organization. Installation of application software on the desktops, configuring workgroups, outlook, printers and solving problems of network activity of the desktops, performing, Install, Move, Add or Change of Desktops and its OS/Application software's. He will also maintain the hardware. Responsible for deployment and updation of antivirus tools on all the desktops and Laptops.	BE/B.Tech Engg Degree in Computer Science/ Information Technology /Electronics and Communication Engg/ Software engineering with 3-4 year experience (OR) Graduate or Post Graduate in Science / Computer Science / Computer Applications/software engineering with LINUX OS knowledge is essential Experience: The candidate should have at least 4 years of experience of desktop/ server's /linux OS / hardware trouble shooting support.
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All manpower should be available as per NCMRWF working days.

Each shift should be at least of 8 hours. A-shift (7 AM to 3 PM) B-shift (12 PM- 08 PM)

- Manpower Requirement (HM Service Provider)

Each shift should be of eight hours	General	A-Shift	B-Shift	C-Shift
Hardware Engineer (All systems & Peripherals)	-	1	1	-

Responsibilities mentioned above are not exhaustive. Any other responsibility needed for smooth operations to meet SLA for the HMS, Service Provider shall provide substantial HMS Personnel.

10. Other relevant Resources

Service Provider shall have to arrange for the following components for smooth functioning of the overall process.

- Manpower
- Toolkits (Vacuum cleaner, Blower, Soldering rods etc)

10.1 Penalty Clause for Manpower deployment

Man Power Deployment

- If the vendor fails to provide requisite manpower for a day a penalty for twice a day manpower cost will be deducted from the monthly charges.

(b) If the requisite manpower fails to report for three consecutive days then the monthly salary of that particular category will be deducted from the monthly charges.

(c) If the manpower is absent for one month then the salary for one year corresponding to that category will be deducted from the monthly bills.

The above penalty clause shall not be applicable if the delay in service was because factors not under the control of service provider.

10.2 Penalty and Liquidated Damages

If the firm does not attend to the complaint within 4 hours from the time of registration of complaints with the Resident Engineer deployed by the firm or on the telephone number (given by the firm for lodging complaints), a penalty @ 5% of the value of AMC charges of the equipment's would be imposed till it is not available for the use. If a sub assembly of the equipment fails, the penalty shall be applicable for the same scheduled item.

11. Documentation, Reports & Deliverables

Service Provider will maintain following –

1. Documentation regarding problem management, Server Configuration, change management, assets/inventory management as and when required by NCMRWF.
2. Monthly call reports (vendor wise).
 - Daily - Pending & Closed calls reports for the Help desk location
 - Monthly IMAC (Install, Move, Add, Change) report.
 - Quarterly report on the number and success of the restoration drills.

12. General Terms and Conditions

12.1. Arbitration

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party to the Arbitration of one of the Arbitrators in the Ministry of Earth Sciences to be nominated by the Secretary to the Government of India in charge of the Ministry of Earth Sciences. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary when so authorised by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.”

Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is published; the parties shall continue to perform their entire obligation under this agreement without prejudice to a final adjustment in accordance with such award.

12.2. Governing Laws & regulation

All legal proceedings shall be under the jurisdiction of courts situated in the National Capital Territory of Delhi. This Agreement shall be covered and construed in accordance with Laws of India including without limitation, the relevant Central Acts and Rules, Regulations and Notifications issued and amended there under from time to time.

12.3. Contract Termination

12.3.1. Termination for Default

NCMRWF may, without prejudice, to any other remedy for breach of contract, by written notice of default sent to the qualified Bidder, terminate the contract in whole or in part if:

- The qualified Bidder fails to deliver any or all of the obligations within the time period(s) specified in the contract, of any extension thereof granted by NCMRWF.
- The qualified Bidder fails to perform any other obligation(s) under the contract. However, the disputes if any may be referred to Arbitration.

12.3.2. Termination for Insolvency, Dissolution etc

NCMRWF may at any time terminate the contract by giving written notice to the qualified Bidder without compensation to the qualified Bidder, if the qualified Bidder becomes bankrupt or otherwise insolvent or in case of dissolution of firm or winding up of company, provided that such termination will not prejudice or effect any right of action or remedy which has accrued thereafter to NCMRWF.

12.3.3. Termination for Convenience

NCMRWF reserves the right to terminate by prior written notice, the whole or part of the contract. The notice of termination shall specify that termination be for NCMRWF's convenience, the extent to which performance of work under the contract is terminated and the date on which such termination becomes effective.

12.3.4. No Claim Certificate

The qualified Bidder shall not, be entitled to make any claim, whatsoever, against NCMRWF under or by virtue of or arising out of this contract nor shall NCMRWF entertain or consider any such claim after Bidder shall have signed a "no claim" certificate in favour of NCMRWF in such forms as shall be required by NCMRWF after the works are finally accepted.

12.3.5. Suspension

NCMRWF may by a written notice of suspension, suspend all payments to the qualified Bidder under the contract, if the qualified Bidder failed to perform any of its obligations under this contract, (including the carrying out of the services) provided that the such notice of suspension:

- Shall specify the nature of the failure and

- Shall request the qualified Bidder to remedy such failure within a specified period from the date of issue of such notice of suspension.

13. Exit Management

Exit Management Plan has been detailed in Schedule 2 of this RFP document.

14. Confidentiality & Data protection

The successful bidder will execute Non Disclosure Agreement as per the terms and conditions of NCMRWF. The Service Provider will also follow all the NCMRWF security policy.

15. Inspection & Audits (Internal & External)

Audit of Asset will be done at the end of every 6 months period. Service Provider will manage the assets and maintain the inventory handed over by NCMRWF. NCMRWF officials / designated officer will do the audit. In case any mismatching found then penalty will be imposed and the book value of the item mismatched will be deducted from the vendor payment or by raising a claim or from any security deposit of the vendor.

Network and Security Audit - On regular interval NCMRWF may hire external or internal agencies for Network and Security Audit for NCMRWF. Service Provider (s) is required to:

- Co-operate in all such activities
- Provide details to such agencies
- Along with NCMRWF, act on recommendation of such agencies
- Support for any activity related to such audits

16. General Conditions of Bid

Subcontracting – No sub contracting is allowed.

17. Payment Terms and Schedule

- All payments to the Service Provider shall be made subject to deduction of TDS (Tax deduction at Source) as per the Income –Tax Act 1961 and other taxes if any as per the Government of India Rule/other statutory rules applicable.
- Payment will be made to Service Provider Quarterly basis (Once in 3 Months) after availing service in the case of AMC charges.
- NCMRWF can convey specific observations to any incorrect/wrong-invoiced amounts by written notice to Service Provider.
- Payment shall be made within 45 days from the submission of original attested bills.

Article I. Schedule #1 – Service Level Agreement (SLA)

SLA for NCMRWF Hardware Management

1.1. Service Level Agreement (SLA)

THIS AGREEMENT is made this day of [], 2017, by and between:

(i) The National Centre for Medium Range Weather Forecasting (NCMRWF), having its office at A-50, Institutional Area, Sector-62, NOIDA , Pin: 201309, hereinafter referred to as "NCMRWF" (which term or expression shall unless repugnant to the context or meaning thereof shall mean and include his successors-in office and assigns) of the FIRST PART;

AND

(ii) _____, a company registered under the Indian Companies Act, 1956 having its registered office at _____and place of business at _____ hereinafter referred to as “Service Provider” (which expression shall unless repugnant to the context or meaning thereof shall include its successor in business and assigns) of the SECOND PART.

WHEREAS

- a. NCMRWF (hereinafter “Client”) is desirous of Selection of Service Provider as described in the RFP document.
- b. The Service Provider has been selected as the successful bidder to undertake the Comprehensive Hardware Maintenance Service involving the scope of work as indicated in the RFP and sustained operations and maintenance and increase the usage of the said service by provisioning new and innovative set of services and provide staffing and maintenance services;
- c. NCMRWF intends to accord to the Service Provider the right to undertake and operate the NCMRWF Locations on the terms and conditions set forth herein for a period of one year.

1.1.1. SCOPE OF WORK

This Agreement covers all clauses mentioned in the RFP and the following under its scope:

1.1.1.1. Scope of Work for Hardware Maintenance Service(HMS)

- Hardware Maintenance
- System, Services and Software Management
- Asset Management
- Backup and Restore
- Anti Virus & Patch Management etc.
- Server OS Administration
- Server Configuration Management
- Comprehensive Documentation
- Migration to new technologies
- Change Management
- To Evaluate the SLA Achievement on specified parameters.
- Liaison with vendors

1.1.2. Period of Engagement

Service Provider is engaged to provide Comprehensive Hardware Maintenance services for a period of one year extendable by another one year if the service is fully satisfactory. The contract period will be extended with mutual consent. The Terms and financial condition remain same for the extended period. The maintenance and management of the Hardware, Anti Virus, Peripherals, and allied services etc. to NCMRWF will be provided for a period of one year, except for Force Majeure Events, reasons attributable to NCMRWF or reasons provided for in this Agreement.

1.1.3. Start Date and Termination Date

The start date will be the date when Service Provider will take over the HMS services after signing the agreement and depositing the PG. Initially the termination date will be one year from the start date.

1.1.4. Disputes/Objections With Regards To Incorrect

Invoicing

NCMRWF can convey specific observations to any incorrect/wrong-invoiced amounts by written notice within 21 days from the date of receipt of invoice by NCMRWF. All invoiced charges shall be deemed correct and accepted by NCMRWF if no written dispute/objection is made.

1.1.5 Intellectual Property Rights

All the IPR related to any of the property of NCMRWF shall remain with NCMRWF only.

1.1.6. Indemnity/Immunity

The Service Provider shall provide indemnity towards any damage, misdemeanour of the Service Providers employees or authorized personnel, appointed distributors, agents or subcontractors, to NCMRWF.

Further NCMRWF shall not be responsible for any payments, statutory obligations like insurance cover, PF, etc., for accident, mishap, handicap and/or death occurring and affecting Service Providers employees or authorized personnel, appointed distributors, agents or subcontractors during and after the provision of the Services at NCMRWF premises.

NCMRWF shall be entitled to full disclaimer and immunity towards compensation of any type and in any form, for the consequences of the services being provided including any eventual loss or damage suffered by the service provider, in any manner.

1.1.7. Service Window

The Service Provider has to be made available 24 x7 x 365 days. The service window for NCMRWF HMS shall be as per the Service window defined in the scope of work.

1.1.8. Terms and Conditions

1.1.8.1. Hardware Servers Availability

Hardware Servers Availability is defined as uptime of servers.

In case of Hardware Servers and workstations and peripherals, restore it within 2 hours.

Scheduled and Preventive Maintenance should be planned only on Non-business hours or Sundays or Holidays. Scheduled and Preventive Maintenance anytime during Service Hours will be considered unavailability of service.

Scheduled and Preventive Maintenance by Service Provider for the Server shall not exceed 24 hours in a quarter subject to a maximum of 3 (Three) hours at a stretch.

For Scheduled and Preventive Maintenance by Service Provider for the Hardware /or Software /or Active /or Passive shall be done with written prior intimation to client at least 72 hours in advance.

Hardware Servers Availability shall not be considered unavailable for reasons attributable to failure of facilities that are:

Acts of omissions or commission of Client, or any un-authorized use of the Service by Client under this Agreement, or

Force Majeure events as defined hereafter.

1.1.9. Hardware Maintenance Services

(i) **Fault Management**

- a. **Identifying Server/Desktop/printer faults and getting them resolved as per Service Level defined in Section 7.2.**

1.1.10. Penalties

Service provider will be required to maintain 98% uptime of HMS under this contract on monthly basis. Total time per month is the time calculated on the basis of number of days per month. In case cumulative downtime i.e. from the time of lodging complaint till the uptime of the machine is more than 2%, the service provider shall reimburse the charges of HMS for double the time of downtime.

1.1.10.1 SLA Penalty Exclusions:

SLA Penalty will not be applicable to Service Provider under following conditions:

- i. Failure or malfunctioning of the equipment, systems not owned or controlled by Service Provider.
- ii. Circumstances or instances of Force Majeure
- iii. Scheduled or preventive maintenance
- iv. Alterations or implementations

1.1.11. Handling of Assets

During the Term the Service Provider shall:

- (i) Take all reasonable and proper care of the entire hardware and all its components, hardware and software or any other Service Provider information technology infrastructure components used for the Project and other facilities managed by the Service Provider (hereinafter referred as "Assets"). This will also include all up-gradation/ enhancements and improvements to meet the needs of the Project.
- (ii) Keep all the tangible Assets in good and serviceable condition
- (iii) Use the Assets exclusively for the purpose of providing the Services as per the agreement.
- (iv) Not sell, offer for sale, assign, mortgage, encumbrance, pledge, sub-let or lend out any of the Assets
- (v) Use the Assets only in accordance with the terms hereof and those contained in the SLA and RFP

1.1.12 Protection and Limitations

1.1.13. Third Party Claims

Service provider (the "Indemnifying Party") undertakes to indemnify NCMRWF (the "Indemnified Party") from and against all losses, claims or damages including losses, claims for damages on account of bodily injury, death or damage to tangible

1.1.13.1. Limitation of Liability

There shall be no limitation of liability in case of any damages for bodily injury (including death) and damage to real property and tangible personal property as also intangible personal property and intellectual property rights.

1.1.14 Personnel

- (i) Personnel assigned by Service Provider to perform the Services shall be employees of Service Provider, and under no circumstances will such personnel be considered

employees of client. Service Provider shall have the sole responsibility for supervision and control of its personnel and for payment of such personnel's entire compensation, including salary, worker's compensation, employee and disability benefits and shall be responsible for all employer obligations under all applicable laws including obligations for withholding tax under the Income Tax Act and other social security taxes under the relevant laws.

- (ii) Service provider shall use its best efforts to ensure availability of Service provider staff to perform the Services, and that such staff have appropriate qualifications to perform the Services. NCMRWF shall have the right to direct removal or replacement of any Service Provider personnel performing work under this Agreement. In the event that NCMRWF requests that any Service Provider personnel be replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule but not later than 3 working days.

1.1.15. Entire Agreement

- (i) This SLA and all schedules appended thereto and the contents and specifications of the RFP constitute the entire agreement between the Parties with respect to their subject matter, and as to all other representations, understandings or agreements which are not fully expressed herein.

IN WITNESS WHEREOF the Parties have by duly authorized representatives set their respective hands and seal on the date first above written in the presence of:

**WITNESSES: Signed by:
(Name and designation)**

For and on behalf of

CLIENT

**(FIRST PARTY) Signed by:
(Name and designation)**

An authorized signatory duly nominated

(NCMRWF)

Article II. Schedule #2 – EXIT PLAN

Scope

The aim of this schedule is to:

- A. set out the exit strategy; and
- B. require the Service Provider to support, in the period prior to the Expiry Date, as appropriate, an orderly, controlled transition of responsibility for the provision of the HMS from the Service Provider to a New Service Provider, with the minimum of disruption and so as to prevent or mitigate any inconvenience to NCMRWF of the implementation of the Exit Plan.

Exit Duration

The Exit Plan shall cover the period commencing on the Trigger Date and end on the Termination Date, the Expiry Date or the end of the transition or notice Period as applicable. The Service Provider may be required by NCMRWF to provide support services beyond the Termination Date or Expiry Date in accordance with Section 1.1.1.4 of schedule 1 of SLA.

Creation of Exit Strategy

- A. The exit strategy is set out in Exit Strategy as below.
- B. The SERVICE PROVIDER shall ensure that the Exit Strategy deals as a minimum with those areas set out to this schedule, together with such other provisions as the SERVICE PROVIDER deems necessary or NCMRWF may request from time to time.
- C. Without prejudice to the review pursuant the SERVICE PROVIDER shall revise the Exit Strategy from time to time throughout the tenure to take into account changing technologies and any changes to the scope or nature of the HMS, including any Change.
- D. The SERVICE PROVIDER shall make such amendments to the Exit Strategy as NCMRWF may reasonably require from time to time.

Creation and Review of Exit Plan

- A. The Exit Plan shall be prepared during the 3 months commencement Date
- B. The SERVICE PROVIDER shall ensure that the Exit Plan deals as a minimum with those areas set out in the Exit Strategy, and to the maximum level of detail as it is possible to determine at the time of preparation of the Exit Plan, together with such other provisions as the SERVICE PROVIDER deems necessary or NCMRWF may request from time to time in relation to both expiry and termination of this Agreement.
- C. Without prejudice to the review pursuant the SERVICE PROVIDER shall review and revise the Exit Plan on a six-monthly basis starting at the commencement Date and at any other time necessary throughout the tenure to take into account changing technologies relevant to the Services and any changes to the scope or nature of the Services, including any Change. The SERVICE PROVIDER shall agree with NCMRWF the scope and detail of any necessary revisions to the Exit

Plan and shall promptly submit such revised Exit Plan to NCMRWF for approval.

D. The SERVICE PROVIDER shall make such amendments to the Exit Plan as NCMRWF may reasonably require from time to time.

Transition Plan

A. From time to time:

a. if requested by NCMRWF; or

b. if a notice of termination is served by any party in respect of this Agreement; or

c. at the point where there is Six (6) months of the tenure remaining (each of the dates referred in this point and in above point b being referred to, in this schedule as the “Trigger Date”),

B. The SERVICE PROVIDER shall promptly produce a detailed Exit Plan (the “Transition Plan”) by creating and refining the Exit Plan and shall deliver such Transition Plan to NCMRWF for its review and approval within thirty (30) Working Days of the relevant Trigger Date or the date of NCMRWF’s request, as appropriate.

C. The SERVICE PROVIDER shall ensure that the Transition Plan deals as a minimum with developing in more detail those areas set out in the Exit Plan and together with such other provisions as the SERVICE PROVIDER deems necessary in accordance with Good Industry Practice or NCMRWF may request from time to time and shall revise and update the Transition Plan in accordance with any instructions of NCMRWF from time to time in each case so as to establish a detailed plan and management structure for all activities required for exit of the SERVICE PROVIDER under the specific conditions applying at the time and to enable a smooth and orderly transition of the Services to a New Service Provider within the specified timescales.

D. Production, revision and updating of the Exit Plan and the Transition Plan shall be at the SERVICE PROVIDER’s cost and expense.

Disclosure of Exit Documents

The SERVICE PROVIDER acknowledges that, subject to any of NCMRWF’s obligations of confidentiality under this Agreement, NCMRWF may at any time disclose such exit or transfer information as is reasonably required by Third Parties who are tendering for the re-let of the Services or substantially similar services on termination or expiry of this Agreement or to a New Service Provider.

Commercial Information and Agreements

A. The Exit Plan will incorporate an outline of any other commercial information relevant to the provision of the Services by the SERVICE PROVIDER. It will also include an outline of the key service outputs to be provided and any work in progress that needs to be transferred. The Exit Plan will also detail any commercial agreements for works that would need to be carried out prior to handover of the Service to Head, NCMRWF, and/or a New Service Provider and any works that would be carried out post handover, together with attendant costs of these works where

they are incremental to the provision of Services by the SERVICE PROVIDER. Associated prices for such incremental work shall be calculated accordingly.

B. Potential ongoing support activities will also be detailed, such as support for a New Service Provider, interim Hardware and Software support, and any ad-hoc development works to enable a smooth integration of Data. For each of these items an indication of whether it is incremental work to the standard provision of the Services by the SERVICE PROVIDER will be set out in the Exit Plan. Associated prices for such incremental work shall be calculated accordingly.

C. Notwithstanding any other provision of this Agreement, neither NCMRWF nor a New Service Provider shall have any liability for any claim which may be made against the SERVICE PROVIDER for or in respect of any breach by the SERVICE PROVIDER after the occurrence of the Trigger Date and prior to the Termination Date or Expiry Date (as appropriate) of any term or obligation under any of the Relevant Contracts or failure by the Service Provider prior to the Termination Date or Expiry Date (as appropriate) to perform any of its obligations there under. The SERVICE PROVIDER shall on written demand fully indemnify NCMRWF and keep NCMRWF indemnified against the amount of any claim which may be made against NCMRWF or a New Service Provider for or in respect of any breach by the SERVICE PROVIDER prior to the Termination Date or Expiry Date of any term or obligation under any of the Relevant Contracts or failure by the Service Provider prior to the Termination Date or Expiry Date to perform any of its obligations there under for which it is liable to the other party under the relevant Contract.

Implementation of Transition Plan

Upon approval of the Transition Plan by NCMRWF, following a Trigger Date, the SERVICE PROVIDER shall implement the Transition Plan in accordance with the approval by Head, NCMRWF.

Contents of Exit and Transition Plans

1. The Exit Plan and Transition Plan shall contain all detail necessary to effect a smooth and orderly termination of the Services and hand-over to NCMRWF or a New Service Provider, and shall, include:
 - A. set out the respective obligations of the parties and applicable timescales;
 - B. document the key service outputs, which shall include, but not be limited to, a breakdown of the volumes of key service measures to be determined by the SERVICE PROVIDER for last six (6) Months;
 - C. document details of any work in progress the SERVICE PROVIDER will deliver to NCMRWF or a New Service Provider on the expiry or termination of this Agreement;
 - D. document the levels of resources employed by the SERVICE PROVIDER in the provision of the Services in the previous year including but not limited to the numbers and grades of all Personnel employed in the provision of the Services,
 - E. include a list of Key Personnel of SERVICE PROVIDER;

- F. document each party's responsibilities for the provision of the Services:
- (1) commencing on the Trigger Date up to the Termination Date or Expiry Date;
 - (2) on the Termination Date or Expiry Date; and
 - (3) during any parallel running of the Services by the SERVICE PROVIDER and NCMRWF or any
New Service Provider;
- G. include details of the parties' respective responsibilities and obligations during preparation for, and the transfer of:
- (1) all warranties and guarantees associated with the Assets;
 - (2) Data;
 - (3) required consents;
 - (4) Operational documentation for NCMRWF Servers configuration documentation and manuals; and
 - (5) Software licenses if any;
- H. include the timetable for the transfer of the Services which shall include:
- (1) a list of the meetings that shall take place during the implementation of the Transition Plan and, unless otherwise agreed, the Exit Team shall meet at least once a week;
 - (2) the transfer and cut-over milestones (being the points at which the Services transfer from the SERVICE PROVIDER to NCMRWF and/or New Service Provider), identifying dates, events, and criteria to be met for completion of the transfer;
 - (3) Dependencies on NCMRWF, SERVICE PROVIDER, New Service Provider and 3rd Parties;
 - (4) the timing of the SERVICE PROVIDER to provide Servers Configuration Document, make Assets available for inspection by NCMRWF, provide Design Documents, provide Specifications, provide Software, provide Software licenses and handover of Assets;
 - (5) the timing of NCMRWF and New Service Provider to review Data, inspect Assets, receive and purchase Assets, including due diligence;
 - (6) the timing of the training of the employees of NCMRWF and/or the New Service Provider;
- I. document the key activities to be undertaken during exit including, without limitation:
- (1) the arrangements for continuing provision of the Services in accordance with this Agreement for such period as may be required by NCMRWF;
 - (2) handing over to NCMRWF Assets and Spares, other relevant records, Server Documents, Specifications, Software, Software Licences, configuration information, databases, Documentation, Asset Register, programs, fault

databases, Asset maintenance history and status, manuals, procedure documentation, associated warranties and guarantees, and any other similar items used or produced during the course of the provision of the Services by the SERVICE PROVIDER. The SERVICE PROVIDER shall comply with all data protection policies in force from time to time;

- (3) due diligence on Assets, spares, contracts and other resources;
- (4) briefings on all the items handed over, their status and completeness and knowledge transfer on the Services;
- (5) the means by which no interruption of the provision of the Services or reduction in Service Levels will occur during the notice or termination Period and during transfer to the New Service Provider;
- (6) the transfer to NCMRWF of all Software and licences used in the provision of the Services by the SERVICE PROVIDER including an outline of any special transition provisions relating to the transfer or removal of any Software or the transfer or termination of any Software licenses;
- (7) an outline of any training of NCMRWF's and/or New Service Provider's employees required to effect an orderly and successful transition of the Services;
- (8) procedures and timeframe for the destruction of documents and assets containing the other party's Intellectual Property Rights;
- (9) arrangements for sharing Data to enable parallel running and/or testing by the New Service Provider and/or NCMRWF;

J. Detail of documentation to be prepared and made available by the SERVICE PROVIDER during exit including without limitation:

- (1) Asset Register including release and version numbers; (2) configuration data for the Infrastructure;
- (3) service structure;
- (4) service documentation covering Incidents, Problems, Change, Disaster Recovery events and Service Levels achieved over the past 12 months, and Service Level measurement method;
- (5) status of 3rd Party Software covering supplier, version, upgrade status;
- (6) status of custom developed programs, including Source Code and documentation;
- (7) System and equipment fault databases; (8) Asset maintenance history and status; (9) Asset warranties and guarantees;
- (10) Manuals for the key applications;
- (11) Process and procedure documentation;
- (12) outline of the commercial information relevant to the Services including;
- (13) Other items relating to the provision of the Services by the SERVICE PROVIDER or relating to the configuration control of the Infrastructure provided under the

Services;

- (14) Specifications of any technical and/or administrative interfaces between the Service continuity Assets and any external Systems;
- (15) Details of any work in progress;
- (16) the list of all required consents;
- (17) an inventory of spare equipment and parts ("Spares"), if any, purchased by the SERVICE PROVIDER necessarily or with the written approval of NCMRWF in order to provide the Services or any part of it;
- (18) any other information or action pertaining to the Transition Plan required by NCMRWF to ensure a smooth and timely transfer to NCMRWF and/or New Service Provider as the case may be;

2. The SERVICE PROVIDER shall promptly comply with all instructions from NCMRWF with regard to the implementation and execution of the Exit Plan including, without limitation to the generality of the foregoing:

- A. co-operating fully with any New Service Provider, or NCMRWF as appropriate; and
- B. making such Key Personnel available to the New Service Provider or SERVICE PROVIDER as appropriate, for a reasonable period of time after expiry or termination as the case may be to be agreed between the outgoing SERVICE PROVIDER and NCMRWF in order to assist in the transfer of responsibility for the provision of the Services.

Assets Hand over

- A. During the creation of the Exit Plan, the SERVICE PROVIDER shall ensure that the Asset Register is and remains up to date. The categorization of Assets and the strategy for dealing with these will be identified in the Exit Plan. Each Asset will be assessed according to its condition. The anticipated options to be considered for each Asset will be:
 - a. Hand over the items to NCMRWF and/or a New Service Provider;
 - b. Faulty;
 - c. Not repairable
 - d. Licensing of appropriate Intellectual Property Rights;
 - e. Transfer to a new location as requested by NCMRWF;
 - f. Retention by the SERVICE PROVIDER (if any).
- B. Within the Exit Plan, the Assets will be identified, and the process, timeframe and terms for handover of the Assets will be documented.

Required Documentation

The Exit Plan will contain a list of all Documentation, including design Documentation, and the action to be undertaken with each of these documents at the point of transition. These may be:

- A. Transfer to NCMRWF Head
- B. Transfer to New Service Provider;
- C. Retain by the Service Provider (where Intellectual Property Rights are owned by the

SERVICE PROVIDER);

D. Disposal.

Within the Exit Plan, along with the action for each document the timeframe, process and terms of transfer will also be stated.

Information and Data

- A. The Exit Plan will contain procedures and details of the Data transfers.
- B. Where necessary, the SERVICE PROVIDER will undertake data cleansing activities, at the its cost.
- C. Data items that may need to be transferred to a New Service Provider are:
Configuration files, diagnostic files, maintenance histories, prefect logs (the fault reporting System, which generates fault logs), history of communications Data flows, tape back-up of historical Data, historical Data logs, evidential record quality history, operational and systems log books to NCMRWF and/ or the New Service Provider.

Intellectual Property Rights

Each item, whether physical Hardware, Documentation or Software will be assessed for the level of proprietary content, and dependant on this, actions for transition in accordance with the provision of the Agreement shall be clearly stated in the Exit Plan and Transition Plan.

Operational Activities

The Exit Plan and the Transition Plan shall detail the milestones and tasks that require being undertaken, and the named resources required to transfer the Services to a New Service Provider from SERVICE PROVIDER The plan will contain, but not be limited to, the following key activities:

- A. Software Audit; B.
Hardware Audit; C.
Site Audit;
- D. Agreement on Assets to be transferred in accordance with the Agreement; E.
Identification of Intellectual Property Rights;
- F. Documentation to be transferred;
- G. Provision of key outputs;
- H. Software & Licenses - procedures and details of the necessary Software licences and
Software removals (if any).
- I. Support activities such as training on systems and procedures; and
- J. Other activities not envisioned at the time of writing this agreement.

The Exit Plan and Service Transfer Plan will identify any activities that would be required for a phased transfer.

Project Management

The SERVICE PROVIDER shall treat Exit Plan as a separate project from the routine Services, and as such the SERVICE PROVIDER shall employ a range of project management methodologies and tools, following the Project Management best practice recommendations.

Required Consents

The Exit Plan will contain a list of all approvals, consents, licenses, permissions, certificates and statutory agreements, permits or authorizations required by the SERVICE PROVIDER for the performance of the Services. It will also detail the current status and expiry for each of these items, and the required actions to be undertaken to maintain or transfer certifications in the event of transition.

Withdrawal

After the Trigger Date and on or before the Termination Date or Expiry Date and in accordance with the Transition Plan or at such other time as NCMRWF may by notice in writing to the SERVICE PROVIDER specify the SERVICE PROVIDER shall effect an orderly withdrawal from all the NCMRWF premises and surrender the same and any Assets to be transferred to NCMRWF on the basis of a timetable to be set out in the Transition Plan, with withdrawal being completed in such manner that the Services are not to the extent practicable materially disrupted or compromised in any way and following the completion of the withdrawal the SERVICE PROVIDER shall deliver to NCMRWF all keys to those premises. During the Transition or notice Period or the six (6) Month period prior to the Expiry Date (as appropriate) the SERVICE PROVIDER shall ensure that no equipment, hardware or materials are removed from any Premises by or on behalf of the SERVICE PROVIDER other than in the normal course of its business.

Employees and Training

- A. Within fifteen (15) Working Days of the Trigger Date, NCMRWF and the SERVICE PROVIDER shall meet with a view to agreeing that such Personnel as identified by NCMRWF shall remain at the respective NCMRWF Premises and shall continue to be engaged in the provision of the Services during the notice Period or the six (6) month period prior to the Expiry Date (as appropriate). Apart from these identified personnel, other personnel can be replaced with equivalent experience personnel for HMS during transition or notice period.
- B. If requested to do so by NCMRWF, the SERVICE PROVIDER shall provide familiarization training at such times as NCMRWF may reasonably require for any employees of NCMRWF and/or the New Service Provider in order to ensure that such employees obtain a sound knowledge and understanding of the Services.

Personnel

- A. The SERVICE PROVIDER shall comply with the Exit Plan, the Transition Plan and the provisions of this Agreement in relation to the supply of information about personnel

involved in the provision of the Services during implementation of the Exit Plan and Transition Plan.

- B. Within the Exit Plan, details of the skills and the training records of the Personnel will be referenced.

Support Beyond Expiry Date

If requested in writing from NCMRWF, after the termination or expiry of this agreement, the SERVICE PROVIDER shall provide continued

- A. support and Operations & maintenance, of any elements of the NCMRWF Infrastructure (including but not limited to any Hardware, Software or other items), to NCMRWF and/or the New Service Provider, which are to continue to be used by NCMRWF or New Service Provider and
- B. support and Operations & maintenance of which the proprietary knowledge or skills of the SERVICE PROVIDER is required, including but not limited to correction of defects, provision of upgrades and replacements and design services:

This support shall be:

- i. for a agreed time period between the SERVICE PROVIDER and NCMRWF; and
- ii. on commercial and other terms may be agreed between the SERVICE PROVIDER and NCMRWF, provided that the SERVICE PROVIDER shall be under an obligation to act reasonably in such discussions and any resulting commercial terms agreed shall in any event be fair and reasonable in all the prevailing market rate.

Exit Strategy

Representatives

- A. The SERVICE PROVIDER shall nominate its Project Head(s) as the single point of contact to be responsible for the Exit Strategy, Exit Plan, and the Transition Plan throughout the term of this Agreement (the "Exit Plan Manager"). After occurrence of the Trigger Date the Exit Plan Manager will act as the SERVICE PROVIDER's Exit Manager.
- B. The Exit Plan Manager shall be responsible for developing and reviewing the Exit Plan at six (6) monthly intervals, and shall inform NCMRWF as to the outcome of the review. The scope and detail of any Changes will be agreed with NCMRWF. The Exit Plan Manager shall also be responsible for reviewing the Exit Strategy and producing the Transition Plan.
- C. the Exit Plan Manager shall have appropriate technical, business and management skills.
- D. the Exit Plan Manager shall assist NCMRWF and/or New Service Provider with operational knowledge of specific services and Transition Plan furthermore.

Exit Team

- A. NCMRWF and the SERVICE PROVIDER shall nominate its members of the exit team following the Effective Date. The number of such nominations can be decided

mutually by both the parties in writing. These nominations will be referred as Exit Managers who besides as key representatives of individual parties can also deal with operational issues.

- B. Unless the parties agree otherwise in writing an Exit Board constituting of senior management of NCMRWF and the SERVICE PROVIDER shall oversee the exit team (of Exit Managers) and determine the strategy of the exit team to the extent not already set out in the Exit Plan and the Transition Plan.
- C. Liaison lines between both parties will, at a strategic level be handled at the Exit Board level. And at an operational level, communication will be through these “Exit Managers”.
- D. The Exit Board will approve strategic documentation, plans and proposals. The “Exit Managers” would approve operational level documentation and plans.
- E. Escalation processes - With issues being escalated to the “Exit Managers” for resolution in the first instance. Where issues cannot be resolved at this level, will be escalated to the Exit board.

Meetings and reviews

- A. On implementation of the Exit Plan and Transition Plan, NCMRWF and SERVICE PROVIDER exit teams will be co-located and daily reviews shall take place between them. The Exit board shall meet at least once a week during this phase.
- B. Once the initial phase of implementation of the Service Transfer Plan is complete (as defined in the Service Transfer Plan or the Exit Plan), these meetings shall take place on a weekly basis between “Exit Managers” or “Transition Change Managers”, as required. At this stage the Exit board will meet monthly to review progress.

Bid Proposal Sheet

Bidder's Proposal Reference No. & Date:

Bidder's Name Address:

Person to be contacted:

Designation:

Telephone No:

Telex No:

Fax No:

Subject: Tender for Selection of Service Provider(s) for establishing a Comprehensive Annual Hardware Maintenance Service (CAHMS) and its day to day operations, vendor management and maintenance of Hardware peripherals of NCMRWF.

Dear Sir/Madam,

We, the undersigned Bidders, having read and examined in detail the specification and all biddings documents in respect of Selection of Service Provider(s) for establishing a Comprehensive Hardware Maintenance Services (HMS) and its day to day operations, vendor management and maintenance of Hardware peripherals of NCMRWF.

Price and Validity:

All the prices mentioned in our proposal are in accordance with the terms as specified in bidding documents. All the prices and other terms and conditions of this proposal are valid for a period of 180 calendar days from the last date of submission of bid.

We do hereby confirm that our bid prices include all taxes, as applicable on the last date of submission of bid.

Earnest Money

We have enclosed the earnest money in the form of Bank Draft as per the tender Conditions. It is liable to be forfeited in accordance with the provisions of tender documents.

Deviations:

We declare that all the services shall be performed strictly in accordance with the fine tuned Technical specifications as in compliance with the Tender Document. Further we agree additional conditions, if any, found in the proposal documents, other than those stated, shall not be given effect

to.

Bid Pricing:

We further declare that the prices stated in our proposal are in accordance with your terms & conditions in the bidding documents.

Qualifying Data:

We confirm having submitted in qualifying data as required by you in your tender document. In case you require any further information/documentary proof in this regard before evaluation of your bid, we agree to furnish the same in time to your satisfaction.

Contract Performance Security:

We hereby declare that our proposal is made in good faith, without collusion or fraud and the information contained in the proposal is true and correct to the best of our knowledge & belief.

Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

We understand that you are not bound to accept the lowest or any bid you may receive.

Thanking you,

Yours faithfully,

Signature:

Name & Designation:

Company Seal

Particulars of the Bidders

Name	
Address	
Year of Establishment	
Name & Address of the concerned to whom all references shall be made regarding this tender <i>Tele No:</i> <i>Fax No:</i>	
Total Annual Turnover of the company	
-- year 2014	
-- year 2015	
-- year 2016	
Total Turnover in the Area of IT Services	
-- year 2014	
-- year 2015	
-- year 2016	
Profit of the Bidder	
-- year 2015	
-- year 2016	
Earnest Money Deposited Bank Draft	
As of this date information furnished all part of this form is accurate and true to the best of my knowledge	
Signature	
Name	Company Seal
Designation:	
Of the person signing the Tender	

Note: Mention all Figures in Rupees (INR) (Rs.)

Annexure 3

Eligibility Criteria Compliance Sheet *(to be filled and submitted by the bidder along with the technical bid)*

<i>S.NO.</i>	<i>Pre-Qualification Criteria</i>	<i>Compliance (Yes/No)*</i>	<i>Documents Submitted</i>	<i>Ref Page No.</i>
1	EMD			
2	Tender Fee			
3	Other points as in RFP 3.11.2.1			

*** Reply only with Yes/No in the compliance column, other words will not be considered for the eligibility criteria for the selection of the**

Financial Bid Format

(For reference only, price shall be quoted in BOQ (.xls) format, all charges in INR)

S.No	Item Description	Qty	Unit Price	GST	Total Price (Incl. Taxes) for one year
A	B	C	D	E	F
1	DESKTOP				
1.1	Dell Optiplex Intel V Pro with all accessories.	10			
1.2	Dell Optiplex 9010	25			
1.3	ACER Verition	18			
1.4	HP Compaq Elite 8300	15			
2	LAPTOP				
2.1	Dell E4310	8			
3	PRINTERS AND PERIPHERALS SUPPORT SERVICE				
3.1	HP LJ P3005dn	5			
3.2	HP LJ 4250	1			
3.3	HP CLJ CP2025	3			
3.4	HP Scanjet 5590	1			
3.5	HP Scanjet G2410	1			
3.6	Canon iR 2420L	2			
3.7	Canon Advanced Runner 4025	1			
3.8	HP Laserjet P3015	8			
3.9	HP Officejet Pro8600	18			
3.10	Konica Minolta Biz Hub C284 E	4			
3.11	Samsung SL-K2200/XIP	5			
3.12	Samsung SL-K2200ND/XIP	1			
4	LCD Projectors				
4.1	Hitachi CP-X4022WN	3			
4.2	Hitachi CP-X608	1			
4.3	Vivitek D8900	1			
4.4	EPSON EB-X-29	2			
5	Audio Systems				
5.1	BOSCH Plena 120W Mixer Amplifier	3			
5.2	MIPRO MR-515 VHF Single Channel Wireless Receiver	6			
5.3	MIPRO Cordless Lapel Microphone	3			
5.4	MIPRO Cordless handheld Microphone	3			
5.5	VAL-audio1350W Amplifier	3			
5.6	VAL-Audio 16 Channel Audio Mixer	1			
5.7	VAL-Audio Two way ported speaker	4			
5.8	VAL-Audio Array speaker	4			
5.9	VAL-Audio Loudspeaker Management System	1			
5.10	VAL-Audio Cordless Handheld Microphone	6			
5.11	VAL-Audio Cordless Lapel Microphone	2			
5.12	VAL-Audio Cordioid Microphone for Podium	2			
5.13	BOSCH Plena voice alarm controller (Public address system)	1			
5.14	BOSCH Plena Amplifier (Public address system)	3			
6	Manpower	2			
7	GRAND TOTAL				

Note 1: In case of any discrepancy between figures and words, the written words will be taken for consideration.

Note 2: Taxes shall be quoted in total value in INR, not in percentage.

**Performance Bank Guarantee for PG1
(To be stamped in accordance with Stamp Act)**

Ref:
Bank Guarantee No

Date:

To

**NCMRWF
New Delhi**

Dear Sir,

WHEREAS..... (Name of Bidder) hereinafter called “the Bidder” has undertaken, in pursuance of Contract dated,..... 2017 (hereinafter referred to as “the Contract”) to implement for NCMRWF.

AND WHEREAS it has been stipulated in the said Contract that the Bidder shall furnish a Bank Guarantee (“the Guarantee”) from a scheduled bank for the sum specified therein as security for the performance of Hardware Management of NCMRWF as per the agreement.

WHEREAS we (“the Bank”, which expression shall be deemed to include its successors and permitted assigns) have agreed to give NCMRWF) the Guarantee:

THEREFORE the Bank hereby agrees and affirms as follows:

**1. The Bank hereby irrevocably and unconditionally guarantees the payment of all sums due and payable by the BIDDER to NCMRWF under the terms of their Agreement dated
on account of full or partial non-implementation and/or delayed and/or Defective implementation of Hardware Management Service and/or discrepancies in handing over the assets and Locations. Provided, however, that the maximum liability of the Bank towards NCMRWF under this Guarantee shall not, under any circumstances, exceed in aggregate.**

2. In pursuance of this Guarantee, the Bank shall, immediately upon the receipt of a written notice from NCMRWF stating full or partial non-implementation and/or delayed and/ or defective implementation, which shall not be called in question, in that behalf and without delay/demur or set off, pay to NCMRWF any and all sums demanded by NCMRWF under the said demand notice, subject to the maximum limits specified in Clause 1 above. A notice from NCMRWF to the Bank shall be sent by Registered Post (Acknowledgement Due) at the following address:

3. This Guarantee shall come into effect immediately upon execution and shall remain in force for a period of 12 months from the date of its execution. However, the Guarantee shall, not less than 30 days prior to its expiry, be extended by the Bank for a further period of 12 months. The Bank shall extend the Guarantee annually in the manner hereinbefore provided for a period of five years from the date of issue of this Guarantee.

4. The liability of the Bank under the terms of this Guarantee shall not, in any manner whatsoever, be modified, discharged or otherwise affected by:
i) any change or amendment to the terms and conditions of the Contract or the execution of any further Agreements.
ii) any breach or non-compliance by the Service Provider with any of the terms and conditions of any Agreements/credit arrangement, present or future, between Operator and the Bank.

5. The Bank also agrees that NCMRWF at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against BIDDER and notwithstanding any security or other guarantee that NCMRWF may have in relation to the BIDDER’s liabilities.

6. The BANK shall not be released of its obligations under these presents by reason of any act of omission or commission on the part of NCMRWF or any other indulgence shown by NCMRWF or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the BANK.

7. This Guarantee shall be governed by the laws of India and only the courts of State Capital shall have exclusive jurisdiction in the adjudication of any dispute, which may arise hereunder.

Dated this theDay of2017.

Witness

(Signature)

(Signature)

(Name)

Bank Rubber Stamp

(Name)

(Official Address)

Designation with Bank Stamp Plus Attorney as per Power of Attorney No. Dated:

PRE CONTRACT INTEGRITY PACT

General

This agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2015, between, on one hand, the President of India acting through Shri..... Designation of the officer, Ministry/Department, Government of India (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First part and M/s represented by Shri....., (hereinafter called the "Bidder/ Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second part.

WHEREAS the BUYER proposes to procure (Name of the Stores/ Equipment / item) and the BIDDER/ Seller is willing to offer/ has offered the stores under the Statement of Work for _____ ("contract"/ "Contract") and WHEREAS the BIDDER is a private company, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry /Department of the Government of India / PSU performing its functions on behalf of the President of India.

NOW THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/ prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said stores/ equipment at a competitive price on conformity with the defined specification by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling Bidders to abstain from bribing or indulging in any corrupt practices in order to secure the contract and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this integrity Pact and agree as follows:-

Commitments of the BUYER

The BUYER confirms that no officials of the BUYER, connected directly or indirectly with the contract, will intentionally demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the implementation process related to the contract.

The BUYER will, during the pre-contract stage, treat all Bidders alike, and will provide to all Bidders the same information and will provide to any such information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other Bidders.

All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such as breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings, may be initiated by the BIDDER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of Bidders

3. The BIDDER confirms that it shall take all reasonable measures necessary to prevent corrupt practices, unfair means and illegal activity during post- contract stage, by itself or its employees, in order to secure the contract or in furtherance to secure it and in particular commit itself to the followings:-

3.1 The BIDDER will not intentionally offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly with the bidding process, or to any person, organization or third party directly related to the contract in exchange for any advantages in the contracting and implementation of the contract.

3.2 The BIDDER further confirms that it has not intentionally given directly or indirectly any bribe, gift,

consideration, reward, favor, any material or immaterial or other advantage, commission, fees, brokerage or inducement to any official of the BUYER in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract, for showing or forbearing to show favor or disfavor to any person in relation to this contract.

3.3 The BIDDER, further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially of the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.4 The BIDDER, either while presenting the bid or during per-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the

3.5 The BIDDER will not collude with other parties interested in the contract to impair transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract, in contravention of the Competition Act, 2002.

3.6 The BIDDER will not intentionally accept any advantage in exchange for any corrupt practice, unfair means and illegal activities, as per with the applicable laws.

3.7 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others and other than for purposes of the contract, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also confirms to exercise reasonable care lest any such information is divulged.

3.8 The BIDDER shall endeavor to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.9 The BIDDER shall not intentionally instigate or cause to intentionally instigate any third person to commit any of the actions mentioned above.

3.10 The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.11 The BIDDER shall not lend to or borrow any money from or either into any monetary dealing or transactions, directly, with any employee of the BUYER, directly connected with the contract, if aware that such person is an employee of the BUYER.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/ stake in the BIDDER's firm the same shall be disclosed by the BIDDER at the time of filling to tender.

The term 'relative' for this purpose would be defined in Section 6 of the Companies Act 1956.

Previous Transgression

4.1 The Bidder declares that, to the best of its knowledge, no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, in respect of any corrupt practices envisaged hereunder with any Public Sector Enterprises in India or any other Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it intentionally makes incorrect statement on this subject, the contract, if already awarded, can be terminated for such reason, provided that such reason, provided that such previous transgression has been resulted in a conviction.

Earnest Money (Security Deposit)

5.1 The Earnest Money/ Performance Bank Guarantee shall be valid up to a period of two years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, which ever in later.

5.2 No interest shall be payable by the BUYER to the BIDDER or Earnest Money/Security Deposit for the period of its currency.

Sanction for Violations

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge to the BIDDER) resulting in a conviction under the applicable laws, shall entitle the BUYER to take all or any one of the following actions, wherever required:-

The Earnest Money Deposit (in pre-contract stage) and / or Security Deposit /Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reasons therefore.

(III) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER, other than the goods and services delivered up to the effective date to termination.

(X) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at Para 6.1 (I) to (X) of this Pact also on the conviction of the BIDDER or any one employed by it or acting on this behalf, for an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for Prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purpose of this Pact.

Fall Clause

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/ systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/ Department of the Government of India or PSU and if it is found at any stage that similar product/ systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance of r elapsed time will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been conducted.

Independent Monitors

8.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Path.

8.3 The Monitors shall not be subject to instructions by the representatives to the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/ procurement, including minutes of meetings.

8.5 As soon as the Monitors notices, or has reason to believes, a violation of this Pact, he will so inform the Authority designated by the BUYER.

8.6 The BIDDER(s) accepts that the Monitors has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER would also the grant the Monitor, upon his request and demonstration a valid interest, unrestricted and unconditional access to this project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality.

8.7 The BUYER will provide to the Monitors sufficient information about all meetings among the parties related to the Project provided such meeting could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the options to participate in such meetings.

8.8 The Monitors will submit a written repot to the designated authority of BUYER/ Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him be the BUYER/ BIDDER and should the occasion arise, submit proposals for correcting problem etc

Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provided necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Law and Place of Jurisdiction

The Pact is subject to Indian Law. The Place of performance and jurisdiction is the seat of the BUYER.

11 Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the precisions of the extant law in force relating to any civil or criminal proceedings

Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 1 year or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/ seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at _____ on _____

BUYER

BIDDER

Name of the Officer

Designation

Deptt/Ministry

Witness

Witness

**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 contract 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 has 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. In case any provisions of this tender are found violated , then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

PRICE BID UNDERTAKING

From: (Full name and address of the Bidder) _____

To,

Dear Sir/Madam,

I submit the Price Bid for _____ and related activities as envisaged in the Bid document.

2. I have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agree to abide by them.
3. I offer to work at the rates as indicated in the price Bid, inclusive of all applicable taxes.

Yours Faithfully,

Signature of Authorized Representative

DECLARATION

Declaration letter on official letter head stating the following:

- (i) We are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this tender.
- (ii) We are not black-listed by any Central/State Government/Public Sector Undertaking in India.

Yours faithfully,

Date:
Place
Business Address

(Signature of the Authorized person)
Name:
Designation:
Seal:

Instructions for Online Bid Submission

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

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

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) 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.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- 5) 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.
- 6) 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.

SEARCHING FOR TENDER DOCUMENTS

- 1) 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.
 - 2) 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.
 - 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.
- PREPARATION OF BIDS**
- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
 - 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
 - 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG

formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) 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.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) 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.
- 6) 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.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids (ie 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.
- 9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

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