

GOVERNMENT OF INDIA
CABINET SECRETARIAT
(Special Protection Group)
Admin Block, SPG Complex,
Sector-8, Dwarka,
New Delhi-110077.

TENDER NOTICE

Tender No. H-31/SPG-Prov/2018(52) 7192

Dated 16 MAY 2018

On behalf of President of India, Special Protection Group (CABINET SECRETARIAT), SPG Complex, Sector -8, Dwarka, New Delhi- invites e-tender in Techno-commercial bid from eligible Firms/CAMC providers having the minimum pre-qualification criteria for Comprehensive Annual Maintenance Contract (CAMC) of following computers and peripherals installed at various locations of SPG in New Delhi for a period of three years:-

S No	Details of Items to be placed under CAMC	Tentative Qty	
1.	Computers (Pentium IV, Pentium-D, Core 2 Duo)	Pentium - IV	12 Nos
		Pentium - D	27 Nos
		Core 2 Duo	109 Nos
2.	Computer (Intel Core i3, i5, i7)	i3	7 Nos
		i5	106 Nos
		i7	91 Nos
3.	Laptop (Core 2 Duo)		12 Nos
4.	Laptop (i5/i7)		36 Nos
5.	Laptop Apple Mac Book	Under Procurement (would be included under CAMC after expiry of warranty)	
6.	All-in-one (HP/Lenovo)		04 Nos
7.	Thin Client (HP)		02 Nos
8.	Workstation (HP/Dell)		07 Nos
9.	Server (HP Compaq ML 350 / HP ProLiant Xeon / Dell)	HP Compaq ML 350 ProLiant G5p server with CRT monitor	02 Nos
		HP ProLiant Xeon six core rack mounted DL 580 with TFT monitor	04 Nos
		Dell R 830 4P	02 Nos
10.	Workstation High Resolution Monitors (22"/24")		06 Nos
11.	Printer (Inkjet/Scanjet)		17 Nos
12.	Printer Inkjet Multi - Function		08 Nos
13.	Printer Laser Monochrome		112 Nos
14.	Printer Laser Colour		19 Nos
15.	Printer Laser Multi Function		09 Nos
16.	Printer Mobile		10 Nos
17.	Scanner flatbed		15 Nos
18.	UPS (Below 1000 VA)		213 Nos
19.	UPS (1000-1500 VA)		10 Nos
20.	Switches 8 port (D Link, TP Link)		25 Nos
21.	Switches 16 port (D Link)		08 Nos
22.	Switches 24 port (D- Link, Net gear, CISCO)		20 Nos


CRITICAL DATE SHEET

Tender No.	H-31/SPG-Prov/2018(52)/ 7192
Earnest Money Deposit (EMD)	3,000.00 (Rupees <i>Thirty One</i> Thousand Only)
Date of publishing in CPP Portal	16/05/2018(1400 hrs)
Document down load start date	16/05/2018 (1500 hrs)
Clarification start date	17/05/2018 (1500 hrs)
Clarification end date	23/05/2018 (1400 hrs)
Date & time of Pre Bid conference	23/05/2018 (1600 hrs)
Last date & time for uploading of online tender	06/06/2018 (1400 hrs)
Date & time for opening of online tender	07/06/2018 (1600 hrs)
Venue of Pre-Bid conference	Conference Hall, SPG Complex, Sector-8, Dwarka, New Delhi-110077
Validity of tender quotation	180 days from the date of opening of technical bid.
Address of communication	Asstt. Inspector General (Prov.) Special Protection Group, SPG Complex, Sector-8, Dwarka, New Delhi-110077 P/No. 011-25090554 Fax No. 011-25090682

2. The complete tender document is available on the website www.spg.nic.in and www.eprocure.gov.in. Interested bidders may visit above websites and download the tender documents. Tender documents will not be issued manually.

3. All Indian bidders fulfilling the prequalification criteria are eligible to participate in the tender. Participating firms must have the after sales service arrangements in Delhi/New Delhi/NCR.

4. If you are in a position to quote for providing of CAMC services, please complete the information called for as per tender documents and submit along with your quotation through e-procurement site <http://eprocure.gov.in>. Incomplete tender enquiry is liable to be ignored/rejected.


 ASSTT. INSPECTOR GENERAL (PROV)

Instructions for Online Bid Submission:

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: <http://eprocure.gov.in>). 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 "Click here to Enroll". Enrolment on the CPP Portal 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 DSCs to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their userID / password and the password of the DSC / eToken.

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 formats. Bid documents may be scanned with 100 dpi with black and white option.
- 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” 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 he/she 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 Tender Processing Section, latest by the last date of bid submission. 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) The serve 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.
- 6) 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.

- 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, 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 233 7315.

(1) **INTRODUCTION:**

- (i) Special Protection Group (Cabinet Secretariat), SPG Complex, Sector 8, Dwarka, New Delhi-110077 invites e-tender in **Techno-commercial bid** through CPP Portal for "Comprehensive Annual Maintenance Contract (CAMC) of Computers and peripherals" for a period of 03 (three) years as per the details given as under:-

S No	Details of Items to be placed under CAMC	Tentative Qty	
1.	Computers (Pentium IV, Pentium-D, Core 2 Duo)	Pentium - IV	12 Nos
		Pentium - D	27 Nos
		Core 2 Duo	109 Nos
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- (ii) The Firm must indicate the tender number and date in the offer.
- (iii) The exact quantity of items will be assessed after joint inspection by Computer Branch and firm after award of CAMC but before signing of agreement.
- (iii) The tender document may be read carefully. Offers received without requisite documents/certificates as asked under pre-qualification criterion and other clauses of tender, are liable to be rejected instantly.
- (iv) Bidders are advised to keep note of time required for preparation of Entry pass at the gate and come to deposit EMD etc well in advance so as to reach well before specified time of closing. Late EMD will not be accepted in any case.

2. Pre-qualification criteria

Documents connected with fulfillment of pre-qualification criteria must be furnished with Techno commercial bid.

- (i) The bidder should be a registered firm / authorized distributor/ representative or a company registered under the Companies Act, 1956. Bidder must be registered with concerned taxation authority for various type of taxes proposed to be charged under this Tender. **Copies of the registration certificates must be uploaded with the Bid.**
- (ii) The bidder should have an average annual turnover of at least ₹ 10.00 Lakh during the preceding three financial years (FY 2015-16, 2016-17 and 2017-18). **In support of their claim, the bidder must furnish audited annual accounts/ annual financial statements or a certificate showing annual turnover from a chartered accountant of firm for the last three years (FY 2015-16, 2016-17 and 2017-18) should be furnished/uploaded.**
- (iii) The firm should have well qualified service engineers under it for deputing them for three (03) years as resident engineer in SPG. **The service engineers should have minimum one year computer hardware diploma or BCA and 3 years experience in maintenance of hardware & software.** Details of minimum 05 Nos of engineers with qualification should be provided.
- (iv) The firm must have expertise and experience in day-to-day troubleshooting. **The firm should have satisfactory executed minimum two Comprehensive Annual Maintenance Contract of more than 50 Computers under Linux/Window NT environment for at least two Government organizations/PSU autonomous body in last 3 years (FY 2015-16, 2016-17 and 2017-18).** In support of the claim, bidder must provide copy of agreement/ work order clearly indicating value of order(s)/qty (equivalent or more).
- (v) The firm must also have expertise and experience in LAN troubleshooting and maintenance. The firm should have substantial presence in terms of Annual Maintenance of Computer, LAN/WAN, Servers and associated peripherals. The customer's name, address and contact number should clearly be mentioned for verification and the certificate from the concerned customer (Govt/Non-Govt) should be attached.
- (vi) **The firm should have a workshop at New Delhi to provide services to SPG.** The address of the workshop with telephone/fax/mobile number/email ID should be communicated.
- (vii) The firm should not have been blacklisted / debarred from any Government Department / Public Sector Undertakings (PSUs), furnish undertaking in this regard.
- (viii) Tendering firm must have GST number in its name and must enclosed copies of registration certificate. Details of bidders may be filled and indicate the number in the "Annexure-I" of TE.

3. TERMS AND CONDITIONS GOVERNING COMPREHENSIVE AMC:-

i) EARNEST MONEY DEPOSIT (EMD) :

a) The firm is required to deposit EMD for an amount of ₹ 31,000/- (Rupees Thirty One Thousand Only) in the form of Demand Draft/Bankers Cheque/Fixed Deposit Receipt or Bank Guarantee from any scheduled commercial bank in India drawn in favour of "Director of Accounts, Cabinet Secretariat, SPG, New Delhi" payable at New Delhi along with the tender. EMD should remain valid for a period of forty five days beyond the final bid validity period. The EMD of the successful bidder will be forfeited if it fails to submit the Performance Bank Guarantee (PBG) within 30 days from the date of issue of AT (purchase order). The EMD will not carry any interest. The firm registered with NSIC/MSME, is exempted from payment of EMD. The tenderer must, however, upload a scanned copy of registration with the NSIC/MSME online.

b) Since all documents are to be submitted through e-procurement site, the firm is required to submit scanned copy of EMD online. The original should be submitted to SPG Provisioning Branch before opening of the tender in a sealed envelope indicating tender number, due date of tender opening and name of stores on the top of the sealed cover otherwise bid will be summarily rejected.

(ii) Price :

i) Basic Price, GST & other charges if any should be indicated separately. Total aggregate amount should be mentioned separately in the commercial bid. (Annexure -I) Annual rates provided by the firm will be applicable for whole contract period.

ii) L-1 will be decided by taking into account the annual price of CAMC without taking into account any statutory duties/taxes.

(iii) **Performance Security/Security Deposit:** The successful bidder is required to deposit 10% of the contract value within 30 days from the date of issue of AT/ CAMC Agreement (work order) in the form of Bank Draft/Bankers Cheque/FDR/ Bank Guarantee from any scheduled commercial bank in India in favour of "Director of Accounts, Cabinet Secretariat, SPG, New Delhi" payable at New Delhi, towards the Security Deposit, which must be valid beyond a period of 60 days of completion of all contractual obligations, including warranty. In case of performance Security in the form of Bank Guarantee, it is to be submitted by the bidder in the form at Annexure-II.

(iv) **Validity of Offer:** The offer of tender should be valid at least for 180 days from the date of opening of bid.

(v) The successful bidder will be intimated in writing. Before entering into CAMC agreement the bidder may visit all offices of SPG and make a survey to ascertain exact number of items along with one officer from Computer Branch, SPG.

(vi) Service Engineer:

- a) The firm will provide three well qualified and experienced resident engineers to be based at any of the SPG offices, New Delhi. The engineers should be capable of maintenance of the equipment's and network.
- b) The engineers will be deputed to SPG on every working day (working hours 0930 to 1800 hrs) and even on Holiday / beyond working hours during any exigencies.
- c) There should not be frequent change of service engineers. SPG reserves the right to ask for replacement of service engineer, if found unsuitable.
- d) The firm has to make their own arrangements towards transport and stay of the staff deputed for the work.
- e) The engineers should be equipped with mobile phones (without camera/internet) to ensure their availability.
- f) In case any service engineer wants to avail leave the firm must intimate SPG in advance and provide suitable replacement for the leave period.
- g) The character and antecedents of engineers to be deputed in SPG to look after comprehensive AMC should be verified by Police before their deployment. SPG will also conduct verification of character and antecedents of engineers to be deployed in SPG.
- h) The service Engineers deputed by the firm will maintain the confidentiality of data stored in the computer systems. The firm will be required to take appropriate actions in respect of its personnel to ensure the obligations of non use and non disclosure of confidential information.
- i) Safe guard of Men: The contractor is to ensure adequate safeguard for personal when employed in work. SPG will not be responsible for any causality suffered by the staff deputed for maintenance work.
- j) First Aid : The contractor is liable to provide immediate first aid in case of accident/sudden illness to personnel.
- k) Indemnity: The contractor shall indemnify the customer against all claims for death or injury caused to any person while engaged in any process connected with contractor's work or for dues of any kind whatsoever and the SPG shall not be bound to defined any claim brought under the workmen compensation Act 1923 or payment of wages Act 1936 or any other statutory Act or Law in force from time to time.

(vii) **Scope of Work :**

- a) CAMC includes essential servicing and repair/fixing/replacement of all the electrical, electronic and mechanical components of the items.
- b) CAMC would also cover the maintenance of operating system, software installation, installation of patches, pre-emptive actions against virus spread, detection/removal of virus, configuration of intranet/ internet/ applications (client/server), Windows Server OS (All versions), Linux server and client applications. Required software (Operating System, Application and Anti-Virus) will be provided by SPG.
- c) Firm will assist in recovery of data from computer (Desktop/laptop/workstation and server), however will not be held responsible in case of failure for the same.
- d) The maintenance contract is comprehensive and will cover all the spare parts of items including all the plastic, rubber equipment, Knobs, Teflon, Movable. Rotational Parts or any other item necessary for proper operation of the original equipment. Computer monitor (CRT/LED/TFT), print heads of printers, cartridge head, power adaptors of printers, Laptop/ Scanners, HDD, SMPS, CPU, Motherboard, Optical drive, RAM, Scanning Unit, Power Cables, Fuser unit, in built speakers, keyboard, mouse, sub assemblies/components/including CD/DVD Drive, other accessories and all add-on items would be covered under CAMC.
- e) Physical damage during normal operation or due to wear and tear will be covered under CAMC.
- f) CAMC includes repair/replacement of items even if it is burnt due to power fluctuation. Damage/burnt cases due to natural calamity like lightening, flooding will not be covered under CAMC.
- g) Replaced Faulty Hard- Disk/RAM/storage device will kept by SPG.
- h) Where any component/parts of any item needs replacement, the same shall be replaced with the same make, specification and brand. In case component/ parts of same make/brand of the component has become obsolete or is not available, the entire spares of the equipment/item shall be replaced with equivalent or higher component with the existing configuration or compatible specification with prior permission of SPG.
- i) The original specification/characteristics/features of any item/part/ component shall not be changed without prior permission of SPG.
- j) No change in the rate of contract would be entertained during the period of CAMC.
- k) As far as possible, the repairs would be carried out 'Onsite' itself. If the equipment is required to be transported to the firm's workshop for repairs, the same shall be undertaken at the risk and cost of the firm. The firm would provide a standby for the item taken out for repair. Any storage media installed in the equipment would be removed and kept in safe custody of Computer branch, SPG before the equipment is sent outside for repairs.

- l) Coordination with OEMs for troubleshooting of the computer and other peripherals under warranty.
- m) Shifting and installation of equipment as and when required.
- n) The firm shall have the required drivers for maintaining the PCs and peripherals for configuring them.
- o) The firm would put identification sticker on each of the system/ sub system being maintained by it.
- p) It shall be the responsibility of the firm to make all the equipment, under CAMC, working satisfactorily throughout the contract period and to hand over the systems in working condition to SPG after necessary repairs so that the item is handed over to the next CAMC firm in proper working order. Failing which the amount spent on getting the system repaired from open market will be deducted from the security deposit/ bill amount of the firm.
- q) CAMC shall cover troubleshooting of LAN such as replacement of patch cord, connectors, crimping, testing of LAN Cable and other associated works.
- r) Firm should maintain the adequate onsite inventory of hardware parts like HDD, Keyboard, Mouse, RAM, SMPS, various types of cables (excluding Network cables), etc. must be kept in stock in advance.
- s) Spare parts supplied by firm in lieu of irreparable components should be brand new/original/ equivalent/ advanced make for giving satisfactory performance. Used/repaired spare parts will not be accepted.
- t) Successful bidder has to provide Laser printer (3 nos), UPS 800 VA (4 Nos) and Intel i3 or higher Desktop Computer with TFT monitors (3 nos) as standby in good condition in the office as spare. If the firm could not meet the downtime of repairs then it may provide stand by machine so that work of the user does not suffer.
- u) If any hardware is condemned during the period of CAMC, for one or more reasons, the same shall be automatically taken off from the CAMC list. Similarly, if the warranty period of any computer, laptop, server or peripheral expires during the CAMC period, the same shall be automatically covered and counted under CAMC and the proportionate charges alone will be paid. If any charges of the condemned item paid to the firm, the same will be adjusted in subsequent bill.
- v) Any Computer or peripheral taken on inventory after award of CAMC would be taken under CAMC after expiry of its warranty.
- w) The maximum response time for attending complaint from any destination after a request call through telephone is made should not exceed 6 hrs. SPG will provide access to deputed engineer of the firm in its premises.
- x) The maximum permissible down time for repair of any equipment is 24 hrs including holidays. In case, an item is not repaired or replaced beyond the maximum permissible down time, the firm will provide standby equipment so that work of the user does not suffered.

(viii) **Consumables:** The following items will be treated as consumables and will not be covered under CAMC:-

- (i) Print Ribbons, Print Cartridge / Tonners of all types of printers.
- (ii) Batteries of all types of UPS.
- (iii) Batteries of Laptop Computers.
- (iv) Array RAID controller Battery of servers.
- (v) Imaging Drums, CMOS battery of Computers

Remaining all items will be covered under CAMC and the firm is required to replace the defective parts without any extra charge.

(ix) The firm should make arrangement for preventive maintenance of all items under CAMC in every quarter to reduce system breakdown. The engineer of the firm will furnish the job certificate duly certified by Computer Branch in token of satisfactory performance of the equipment. The preventive maintenance shall include:

- a) Cleaning of all equipment using dry vacuum air, brush and soft muslin clothes.
- b) Running of test programmes to ensure quality print/date reliability.
- c) Checking of power supply source for proper grounding and safety of equipment. Checking of tightness of internal/external hardware and heating of system.
- d) Checking if there is carbon / dust content banking on PCB and battery.
- e) Checking of individual battery voltage and their tightness on poles of UPS.
- f) Ensuring that covers, screws, switches, etc are firmly fastened in respect of each equipment.
- g) Running of diagnostic software for system performance.

4 **PAYMENT TERMS**

Payment will be made on half-yearly basis after successful completion of maintenance as certified by the authorized signatory of SPG on the basis of satisfactory performance certificate after end of each half year.

5. **EXTENSION/TERMINATION OF CONTRACT:**

The CAMC award for three years from the date of award of CAMC. If the firm is not able to maintain computers and its peripherals up to the satisfaction of the department or if the company is found to be violating any of the conditions governing the Maintenance Contract, Director, SPG reserves the right for pre-termination of the contract placed on the successful bidder / contractor by giving one month notice forfeiting balances payments, etc to the firm.

After completion of CAMC period, the contract can be renewed for further two years (1+1 Year) subject to satisfactory service and mutual agreement on same terms and conditions and price.

The firm's contract should not have been terminated before the expiry of the full term in any of the previous years or current year.

6. **LIQUIDATION DAMAGES:** The firm shall ensure that the reported breakdowns are attended to immediately and the system is made functional forthwith. If the system is not made functional within the stipulated time or 24 hours then liquidated damage at the following rates shall be levied:

- a) First 24 hrs no charges.
- b) Subsequent every day (for 24 hours) will carry a penalty charges as tabulated below:

S/No	Type of Item	Penalty charge per day in (Rs.)
01.	Computer (Pentium IV, Pentium-D, Core 2 Duo)	200.00
2.	Computer (Intel Core i3, i5, i7)	250.00
3.	Laptop (Core 2 Duo)	250.00
4.	Laptop (i5/i7)	250.00
5.	Laptop Apple MacBook	500.00
6.	All in One (HP/Lenovo)	500.00
7.	Thin Client (HP)	150.00
8.	Workstation (HP/Dell)	300.00
9.	Server (HP Compaq ML350/HP Proliant Xeon/Dell)	1000.00
10.	Workstation High Resolution Monitor (22"/24")	300.00
11.	Printer (Inkjet/Scanjet)	250.00
12.	Printer Inkjet Multi – Function	300.00
13.	Printer Laser Monochrome	250.00
14.	Printer Laser Colour	300.00
15.	Printer Laser Multi Function	500.00
16.	Printer Mobile	300.00
17.	Scanner flatbed	100.00
18.	UPS (Below 1000 VA)	100.00
19.	UPS (1000-1500 VA)	200.00
20.	Switches 8 port (D Link, TP Link)	100.00
21.	Switches 16 port (D Link)	200.00
22.	Switches 24 port (D- Link, Net gear, CISCO)	500.00

- c) The amount of penalty will be recovered from the subsequent bill.
- d) If any of the engineer fails to report for duty then penalty at the rate of ₹ 600.00 per working day per engineer will be deducted from the CAMC amount.
- e) If the firm fails to satisfactorily carry out quarterly preventive maintenance of items under CAMC, a penalty charge of ₹ 5000/- per quarter will be levied. The amount of penalty will be recovered from the subsequent bill.

7. **NON-DISCLOSURE CONDITION:** The firm is required to furnish the following undertaking in original on its official stationery duly signed and stamped by an authorized signatory. This document should be supported by some documentary evidence in order to establish that the signatory has sufficient administrative and/or legal authority within the company to enforce this condition effectively.

I/We hereby assure and undertake that no part of this document and final contract with SPG shall ever be revealed to any third party, domestic or foreign, in any form, oral or written, partial or full, technical or financial, without obtaining prior written permission of SPG or unless required by the law of the land and it is my/our responsibility to take necessary measures, legal or otherwise, to ensure that this condition is honoured by all including our local representative/s, distributor/s or agent/s, if any.

8. **ANTI-CORRUPTION NOTIFICATION:**

Giving and taking bribe is a serious offence in the Republic of India. It is therefore unambiguously notified to all concerned that any money or favour demanded by anyone in any form or kind, in connection with your present or future business with SPG, on behalf of the organization or any individual working in the organization or anywhere else, shall be totally unfounded, baseless and illegal. Such suggestion or demand shall be refused forthwith and reported immediately to SPG.

9. **ARBITRATION:**

In case of any dispute or difference arising out of or in connection with this contract, the authorized officials of both the parties will try to resolve the matter through mutual discussions and in the event of there being no resolution; the matter shall be referred for arbitration to a sole arbitrator to be appointed by the SPG/Cabinet Secretariat. The arbitration and Conciliation Act, 1996 will be applicable to the arbitration proceedings and the venue of the arbitration shall be at New Delhi. The award of the arbitrator shall be binding on both the parties. The cost of arbitration including the fees of the Arbitrator shall be borne by both the parties equally and will be adjusted, if required, after the award of arbitrator. Each party shall be responsible for its own costs and professional fees, if any.

10. **JURISDICTION OF COURTS IN CASE OF DISPUTES:**

All matters and disputes arising from, relating to or concerning the contract shall be subject to the jurisdiction of the courts in New Delhi.

11. **FORCE MAJEURE:** The bidder shall not be liable for forfeiture of its performance security, termination of contract, if and to the extent that its delay in performance or other failure to perform; obligations under the contract is the result of an event of Force Majeure. For purposes of this clause '*Force Majeure*' means an event beyond the control of the bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include but are not limited to, acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war, fires, floods etc. If a Force Majeure situation arises, the bidder shall promptly notify SPG in writing of such conditions and the cause thereof within ten calendar days. Unless otherwise directed by purchaser in writing, the bidder shall continue to perform its obligations under the Contract so far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, purchaser and the vendor shall hold consultations with each other in an endeavour to find a solution to the problem. Notwithstanding the above, the decision of purchaser shall be final and binding on the vendor.

12. **NO COMMITMENT TO ACCEPT BEST OR ANY OTHER OFFER:** SPG shall be under no obligation to accept the best or any other offer received in response to this tender notice and shall be entitled to reject any or all the bids including those received late or incomplete bids without assigning any reason whatsoever. SPG will not be obliged to meet and have discussions with any bidder, and / or to listen to any representation. While the above procedures lay down the overall guidelines, SPG reserves the right to select the bidder based on other parameters at its discretion.
13. There should be no overwriting in the bidder's offer. If required, by scoring out entries and writing afresh, the bidder can make corrections. The initials of the bidder's authorized person and the seal of the bidder's company must verify each correction. All rates given in this tender must be expressed as numerals and words. In case of any discrepancies, the price in words will be taken as correct.
14. SPG reserves the right to reject any or all tenders without assigning any reason
15. No alteration in the terms and condition or offer will be allowed during the consideration of the tender. However, SPG reserves the right to negotiate the offer with the successful bidder before signing of the contract.
16. The information to be submitted by the bidder should be as per the description given in this document.
17. Conditional offers and non-conformity of the terms and conditions and offers not submitted as per the details, will be rejected.
18. Clarification regarding Tender document: Ordinarily no occasion for clarifications should arise as all matters are clarified in the tender document itself. The clarifications, if any, sought by the bidder on the Tender Document should be sent to AIG (Prov.) in writing.
19. Sub-letting of contract is not allowed.
20. Replacement of Parts : Only genuine spare parts with BIS marking/OEM will be used as replacement.
21. **AMENDMENT OF TENDER DOCUMENT:**

At any time up to the last date for receipt of bids, SPG may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender document by an amendment. The amendment will be notified in writing by post/fax/E-mail/website (by anyone or more means) to the prospective Bidders and shall be binding on the bidders. Last date for the receipt of bids may be extended by SPG for any other reason as well.

22. **ACCEPTANCE OF TERMS & CONDITIONS:**

The bidder should specifically mention that all the terms and conditions described in this tender are unconditionally acceptable. The firm should produce certificate that the firm should not have been blacklisted/debarred from any Govt organization/PSU as Annexure-III. SPG reserves the right to accept/reject any/all the bids.

23. The terms and conditions (i.e. all the pages of Bid documents) must be initialled on each page (right bottom corner) and signed in full along with date and seal affixed at the last page. Scanned copy be uploaded alongwith Techno commercial bid.

24. Tchno Commercial bid of those firms who fulfil the condition of EMD against the Tender will only be opened and evaluated on basis of Tender requirement.

SIGNATURE OF TENDERER

"Annexure-I"

Tender No.H-31/SPG-Prov/2018(52) 7192 dated 16/05/18

SECHEDULE OF TENDER
(Tender for CAMC for Computer & Peripherals- Techno-Commercial Bid)

1	Tender to be addressed and submitted to:	Asstt. Inspector General (Prov), Admin Block, SPG Complex, Sector-8 Dwarka New Delhi-77				
2	Name of the firm with registered address and Telephone Number/ Fax/Mobile Number & E Mail ID.					
3	Place or places at which the CAMC is required	Various offices of SPG located in New Delhi.				
4	Earnest Money deposited (Mandatory)	EMD of Rs.31,000/- (Thirty One Thousand Only) Details of EMD-				
5	Capacity in which the tender is signed by the tenderer					
6	GST No.					
7.	Rates offered for Comprehensive Annual Maintenance Contract of Computer Peripherals with three resident engineers.					
	S No	Details of Items to be placed under CAMC	Tentative Qty as per page 1 of TE	Annual Unit Price(Rs)	GST	Total (Rs)
	1.	Computer (Pentium IV, Pentium-D, Core 2 Duo)				
	2.	Computer (Intel Core i3, i5, i7)				
	3.	Laptop (Core 2 Duo)				
	4.	Laptop (i5/i7)				
	5.	Laptop Apple MacBook				
	6.	All in One (HP/Lenovo)				
	7.	Thin Client (HP)				
	8.	Workstation (HP/Dell)				
	9.	Server (HP Compaq ML350/HP Proliant Xeon/Dell)				
	10	Workstation High Resolution				

	Monitor (22"/24")				
11	Printer (Inkjet/Scanjet)				
12	Printer Inkjet Multi - Function				
13	Printer Laser Monochrome				
14	Printer Laser Colour				
15	Printer Laser Multi Function				
16	Printer Mobile				
17	Scanner flatbed				
18	UPS (Below 1000 VA)				
19	UPS (1000-1500 VA)				
20	Switches 8 port (D Link, TP Link)				
21	Switches 16 port (D Link)				
22	Switches 24 port (D- Link, Net gear, CISCO)				
<p>Note : Taxes must be defined clearly. In case no taxes shown clearly, presumed that the offer is inclusive of all applicable taxes.</p>					

Signature of Tenderer
Name in Block Letters:
Date

L-1 will be decided by taking into account the total annual cost of CAMC without taking into account any statutory duties/taxes.

Bank Guarantee form for Performance Security

To

The President of India

(Through Director of Accounts, Cabinet Secretariat, SPG, New Delhi)

WHEREAS

(name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no..... dated to supply (description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the day of, 20.....

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

.....

Seal, name & address of the Bank and address of the Branch

CERTIFICATE

Certified that all the terms and conditions mentioned in the Tender Enquiry No. H-31/SPG-Prov/2018(52)- _____ dated _____ for Comprehensive Annual Maintenance Contract (CAMC) of Computers and peripherals are unconditionally acceptable.

It is also certified that the firm has not been blacklisted/debarred from any Government Department/Public Sector Undertakings (PSUs) in India.

PLACE :

SIGNATURE OF THE TENDERER

DATED :

Stamp/seal of the firm/company