

Defence Standardisation Cell
Government of India
Ministry of Defence
DGQA Complex, Napier Road
Kanpur Cantt – 208004

**INVITATION OF BIDS (LIMITED) FOR COMPREHENSIVE ANNUAL MAINTENANCE
CONTRACT FOR COMPUTERS & PERIPHERALS/ANTIVIRUS/UPS
AT DEFENCE STANDARDIZATION CELL KANPUR FOR THE YEAR 2016-2017**

Request for Proposal (RFP) No4076/IT-EQPT/DSCK/AMC Dated 28 Jul 2016

1. Bids in sealed cover are invited for Services listed in Part II of this RFP to enter into a **COMPREHENSIVE AMC** for the computer and its peripherals for a period of one year commencing from the date of signing of contract by both parties. The details of the equipment to be covered under comprehensive AMC have been mentioned in the Part II of this RFP. Please super scribe the above mentioned Title, RFP number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid.

2. The address and contact numbers for sending Bids or seeking clarifications regarding this RFP are given below:

a. Office address - Defence Standardisation Cell,
Min of Defence, Govt of India,
DGQA Complex Napier Road
Kanpur Cantt-208004

b. Name & Designation - Lt Col Sabir Hundekar, Officer-in-Charge

c. Tele No- (0512) 2328241

d. email id – dsckanpur.defstand@gov.in

e. Fax No- (0512) 2321895

3. This RFP is divided into five Parts as follows:

a. Part I – Contains General Information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.

b. Part II – Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and consignee details.

c. Part III – Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.

d. Part IV – Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.

e. Part V – Contains Evaluation Criteria and Format for Price Bids.

4. This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.

5. This is a limited tender enquiry and list of vendors is attached to this RFP.

Part I – General information

1. Last date and time for depositing the Bids: 22 Aug 2016 by 1600 hrs

The sealed Bid should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.

2. Manner of depositing the Bids: Sealed Bids should be either dropped in the Tender Box placed at DS Cell Kanpur or sent by registered post at the address given above so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non delivery/non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered (unless they have been specifically called for by these modes due to urgency).

3. Time and date for opening of Bids: At 1130 hrs on 23 Aug 2016

4. Location of the Tender Box: At security section located on the left side of the main gate. Only those bids that are found tender box will be opened. Bids drops wrong tender box will be rendered invalid.

5. Place of opening of the Bids: At conference hall in Defence Standardisation Cell, Kanpur. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.

6. Forwarding of Bids – Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like TIN number, VAT/CST number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office.

7. Clarification regarding contents of the RFP: A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 14(fourteen) days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.

8. Modification and Withdrawal of Bids: A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids.

A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.

9. Clarification regarding contents of the Bids: During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be ought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

10. Rejection of Bids: Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection of the bid. Conditional tenders will be rejected.

11. Validity of Bids: The Bids should remain valid till 120 days for the date of submission of the Bids.

Part II – Essential Details of Items/Services required

1. Schedule of Requirements: The details of the equipment to be covered under comprehensive AMC is given below:

Ser No	Particulars	Qty	Remarks
1.	HP Server- Proliant DL165G7	01	
2.	HP Server- Proliant ML350	01	

3.	HP Desktop computer system with Digital Colour TFT Monitor/ Keyboard / Optical Mouse / DVD R/W / Windows Seven Business preloaded with media (Details of individual computer system is available at this est, which can be produced on demand during survey of firm's rep)	15	
4.	Computer System (Intel core 2 duo / 250 GB SATA HDD / 2 GB DDR2 RAM / Compaq CRT Monitor 14" / 104 Keys Keyboard / Optical Mouse / DVD R/W)	04	
5.	HP LaserJet Printer Model P1007	05	
6.	HP All – in – One Office jet Printer Model J-4580	01	
7.	HP Printer Laser Jet 5200 n with auto duplex accessory	01	
8.	HP office jet Printer 4355 All in one	01	
9.	HP DeskJet Printer K-109a	02	
10.	HP LaserJet Printer P-1020 Plus	03	
11.	5 KVA online UPS with 2 hour backup Make Numeric	02	
12.	<u>UPS</u> (a) 500 VA - 03 (b) 800 VA – 08	11	
13.	<u>OTHER NETWORK DEVICE</u> (a) Tellabs 8110 (Modem) Network Terminating Unit (b) CISCO DL 2600 Router (c) 8 Port switch (d) Internal UTP Cabling	01 01 03	
14.	Complete Antivirus solution for Server and PCs	19	
15.	Fax Machine	01	

2. **Scope of work:** The Comprehensive AMC includes repair and maintenance of IT hardware, management of operating systems, maintaining MPLS connectivity and installing antivirus (including procurement) on all PCs with regular updating of antivirus software to ensure efficient functioning. The AMC shall be fully comprehensive onsite maintenance contract and shall include:-

- (a) Maintenance and repair of all IT hardware including replacement of all defective/ unserviceable parts/ components/ assemblies/ sub assemblies/

modules/ sub modules, interface cards etc less batteries, tonner, ribbons and cartridges with genuine parts.

- (b) Management of all operating systems and application software on all PCs.
- (c) Procurement, installation and update of latest version of antivirus like quick heal/ MacAfee etc.
- (d) MPLS-VPN infrastructure comprising of all cabling, switches and modems meant to provide connectivity between PCs and HP Proliant DL165G7 Server.
- (e) The scope of this AMC does not include chargeable batteries of UPS systems. In case the batteries of UPS systems are faulty, the new batteries shall be made available and it is the sole responsibility of the vendor to do the replacement work of batteries at free of cost.
- (f) The firm has to solve hardware/software related problems of personal computers and its peripherals. The firm has to do the needful software reconfiguration of the personal computers as directed by the OIC, DS Cell Kanpur as a part of AMC.
- (g) Cleaning of the PC with the help of dry blower once in a quarter or as per requirement as a part of preventive maintenance.

3. **Resident Service Engineer:**

- (a) The bidder will ensure attachment of a suitably qualified and experienced resident service engineer at DS Cell, Kanpur during the office working hours from 0830 hrs to 1730 hrs on five days a week basis. The resident engineer would observe holidays as applicable to Defence Standardisation Cell, Kanpur.
- (b) The resident service engineer should have a minimum work experience of three years in the field of maintenance of Computers, its accessories, peripheral devices such as printers, LAN systems and its components and software trouble shooting.
- (c) The bidder will ensure that the salary of resident service engineer is as per the Government orders with respect to Minimum Wages Act.
- (d) The resident engineer would be liable to security checking during entrance – exit time and at any point of time during working hours, at the discretion of OIC, DS Cell Kanpur.
- (e) The resident service engineer will have a proper tool kit required for the maintenance of PCs and its peripherals.

Part III – Standard Conditions of RFP

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

2. **Effective Date of the Contract:** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid for one year. The deliveries/supplies and performance of the services shall commence from the effective date of the contract. The period of contract may however be extended by either one or two more years on mutual consent on the same terms & conditions. Defence Standardisation Cell, Kanpur reserves the right to cancel the contract by giving prior notice of one month, if the contractor/vendor does not provide satisfactory services.

3. **Penalty for use of Undue influence:** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favor or disfavor to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a Breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favor in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

4. **Agents / Agency Commission:** The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller has

any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way in corrector if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

5. Access to Books of Accounts: In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary Information/ inspection of the relevant financial documents/information.

6. Non-disclosure of Contract documents: Except with the written consent of the Buyer/Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

7. Liquidated Damages: In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of 0.5% of the contract price of delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores/services.

8. Termination of Contract: The Contractor/vendor shall be solely responsible for compliance with all statutory laws/rules/regulations such as those concerning PF, ESI, Labour laws, Minimum wages, etc. Defence Standardisation Cell, Kanpur shall not be liable for any contravention/non-compliance on the part of the Contractor/vendor.

Any contravention/non-compliance on the part of the Contractor/vendor would be construed as a sufficient ground for termination of the contract at the discretion of the Defence Standardisation Cell, Kanpur. Notwithstanding, in the event of the Defence Standardisation Cell, Kanpur being imposed with any penalty/fine etc., by any Contractor/vendor/authority due to the non-compliance/ contravention on the part of the Contractor/vendor to any statutory laws/rules/regulations etc., the Defence Standardisation Cell, Kanpur reserves the right to recover such fine/penalty etc., from the Contractor/vendor by way of recovery from the bills raised by the Contractor/vendor or by any other means.

9. **Notices:** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address or the party to whom it is sent.

10. **Transfer and Sub-letting:** The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

11. **Patents and other Industrial Property Rights:** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

12. **Amendments:** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

13. **Qualifying criteria for bidders:** Following are the qualifying criteria for the bidders:-

(a) The firm must have undertaken the work of similar maintenance of IT hardware and LAN system in a Government organization .

(b) The bidder must support the above mentioned criteria with authenticated proof from the Government Department where he has provided similar services.

14. **Taxes and Duties**

(a) If Bidder desires to ask for excise duty or Sales Tax / VAT extra, the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.

(b) If reimbursement of any Duty/Tax is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax will be trained after the opening of tenders.

(c) If a Bidder chooses to quote a price inclusive of any duty/tax and does not confirm inclusive of such duty/tax so included is firm and final, he should clearly indicate the rate of such duty/tax and quantum of such duty/tax included in the price. Failure to do so may result in ignoring of such offers summarily.

(d) If a Bidder is exempted from payment of any duty/tax upto any value of supplies from them, he should clearly state that no such duty/tax will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/quantum of any Duty/tax, it should be brought out clearly. Stipulations like, the said duty/tax was presently not applicable but the same will be charged if it becomes livable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such duty/tax will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such duty/tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

(e) Any change in any duty/tax upward/downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Seller.

Part IV – Special Conditions of RFP

The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of Bids submitted by the Bidder.

1. Performance Guarantee: The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 10% of the contract value within 30 days of receipt of the confirmation. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty. The specimen of PBG is given in Form DPM-15(Available in MOD website and can be provided on request).

The Performance Bank Guarantee shall be considered open upon receipt by the Buyer's Bank. In case any claims or any other contract obligations are outstanding, the Seller will extend the Performance Bank Guarantee as asked for by the Buyer till such time as the Seller settles all claims and completes all contract obligations. The Performance Bank Guarantee will be subject to encashment by the Buyer, in case the conditions regarding Adherence to delivery schedule, settlement of claims and other provisions of the contract are not fulfilled by the Seller. The specimen of PBG is given in Form DPM-15 (Available in MOD website and can be provided on request).

2. Repeat Order/Extension of Comprehensive AMC: On mutual understanding between both the parties, the existing Comprehensive AMC may be extended for a period of additional one or two years on the same terms and conditions of the contract.

3. Payment Terms and Conditions: The contractor shall submit a Monthly Contingent Bill, in triplicate, to the authorized officer of Defence Standardisation Cell, Kanpur. The other conditions are:-

- (a) Payment against bills for AMC charges will be made Quarterly on prorate basis by PCDA (CC) Lucknow. The Contractor shall submit his pre-receipted monthly bills in triplicate addressed to the Officer-in-Charge, Defence Standardisation Cell Kanpur along with photocopy of relevant record of attendance. The original copy of the bill must be stamped with a revenue stamp and all copies be endorsed "PAYMENT RECEIVED IN FULL" and signed by the contractor. The pre-receipted bill will be enclosed along with the "Satisfactory Job Completion Certificate".
- (b) The authorised representative of Officer-in-Charge, will issue the satisfactory job completion certificate on the last working day of the month. Certificate so obtained must be enclosed along with the bills for disbursement of the payment.
- (c) Any penalty imposed as per the terms and conditions of the contract shall be deducted from the amount due for payment.
- (d) Income tax/Service Tax/VAT and any other statutory dues as applicable as per the prevailing Govt Rates will be recovered from each months/quarters bill.
- (e) Payment will be made through ECS after post audit of Bills by PCDA (CC) Lucknow. ECS mandate form should be submitted by the Successful bidder/contractor/vendor. A copy of the blank ECS Mandate form will be provided by this Office.
- (f) Octroi Exemption Certificate. The octroi duty exemption certificate for items to be procured for repair/replacement will be provided by Officer-in-Charge or his authorized representative if required.

4. Force Majeure clause

a. Neither party shall bear responsibility for the complete or partial non performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results

from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

b. In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

c. The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

d. Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be sufficient proof of men cement and cessation of the above circumstances.

e. If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

5. **Revision of Maintenance Charges:-** No upward revision of the AMC charges will be considered during the period of the contract.

6. **Prohibition against use of Defence Standardisation Cell, Kanpur name without prior written permission for Publicity Purpose:-** The parties participating/contributing in this contract jointly/ independently shall not use the name of Defence Standardisation Cell, Kanpur or its logo for any publicity purpose through any public media viz. press, radio, television, etc., without prior written approval.

7. **Dispute:-** In case any dispute arises between the Contractor and the user, the final decision taken by Officer-in-Charge will be binding on both the parties.

8. **The rates quoted should be item wise against the respective item as per Appx 'B' and 'C'. The Total cumulative cost of AMC should also be quoted at Appx – 'D'.** All sheets should be submitted duly affixed with the Company stamp and signature of the authorized signatory of the company. Additional sheets, duly authenticated, may be attached to elucidate specifications or clarify specific issues.

9. Being a comprehensive AMC, the maintenance charges will be inclusive of replacement of all the defective parts/components/assemblies/sub assemblies/print heads/interface cards/cables etc for the hardware's listed out in Annexure I. Only Printer

ribbons, cartridges, batteries and toners are excluded from the purview of this comprehensive AMC.

10. The Vendor is advised to visit our office to have an "ON THE SPOT" inspection of the system & seek clarification on the doubts if any, before submitting the quotations/bids. It will be construed that the hardware has been inspected on submission of Tender document.

11. It is the responsibility of the vendor to maintain the complaint register properly. Depending on the nature of complaints logged in complaint register, before doing the troubleshooting of the system the same may be informed to representative of the OIC, DS Cell Kanpur and the troubleshooting work shall be carried out in presence of him.

12. No components/spares/computers shall be removed without informing the representative of Officer-in-Charge, Defence Standardisation Cell Kanpur.

13. Generally the office working days are from Monday to Friday. However in cases of emergency the contractor will have to render services even on other days for which no separate compensation will be paid by this est.

14. It is the responsibility of the contractor/vendor to ensure the data security of the PCs i.e. he or his resident service engineer shall not carry out any data outside from any PC by means of removable drives like floppies, CDs, DVDs, Flash drives etc.

15. Defence Standardisation Cell, Kanpur shall not be liable for any compensation, claim or damages etc. due to any accident, injury or harm to any person deployed by the Contractor/vendor or death due to accident or otherwise, which may arise out of any circumstances related or unrelated with their duties at Defence Standardisation Cell, Kanpur. Defence Standardisation Cell, Kanpur shall be indemnified by the Contractor/vendor for all such claims.

16. It shall be the responsibility of the Contractor/vendor to comply with the provisions of various Labour Laws. The Contractor/vendor shall faithfully discharge all the liabilities under the labour laws. The Contractor/vendor shall indemnify the Defence Standardisation Cell, Kanpur against the claims arising out of non-fulfillment of obligations by contractor/vendor under the various labour laws.

17. The Contractor/vendor shall be solely responsible for compliance with all statutory laws/rules/regulations such as those concerning PF, ESI, Labour laws, Minimum wages, etc. Defence Standardisation Cell, Kanpur shall not be liable for any contravention/non-compliance on the part of the Contractor/vendor. Any contravention/non-compliance on the part of the Contractor/vendor would be construed as a sufficient ground for termination of the contract at the discretion of the Defence Standardisation Cell, Kanpur. Notwithstanding, in the event of the Defence Standardisation Cell, Kanpur being imposed with any penalty/fine etc., by any Contractor/vendor/authority due to the non-compliance/

contravention on the part of the Contractor/vendor to any statutory laws/rules/regulations etc., the Defence Standardisation Cell, Kanpur reserves the right to recover such fine/penalty etc., from the Contractor/vendor by way of recovery from the bills raised by the Contractor/vendor or by any other means.

18. The Defence Standardisation Cell, Kanpur may discontinue the contract at any point of time, by giving a notice at least 30 days before the intended date of discontinuation, and will not be liable to any additional charges or compensation payable to the Contractor/vendor or any other person.

19. The Defence Standardisation Cell, Kanpur will have the right to claim damages, and recover them from the payments due to the Contractor/vendor or by any other means, in addition to forfeiting the Performance Bank Guarantee/ Security Deposit of the Contractor/vendor.

20. The contractor should maintain/repair any fault within 48 working hours of the occurrence and failing which, this est may get the repair job from outside of contract with the firm. In this case amount paid by this est will be deducted from the total contractual amount.

Part V – Evaluation Criteria & Price Bid issues

1. **Evaluation Criteria** - The broad guidelines for evaluation of Bids will be as follows:

a. Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.

b. It may please be ensured that the undertaking to this tender document (enclosed as **Appx 'A'**) is signed & submitted accordingly. **Tenders received without this undertaking shall not be accepted & are liable for rejection.**

c. Incomplete tenders are liable to be rejected. The determination of L-1 will be done on the basic cost for entire package excluding taxes and duties levied by Central Govt/State/Local Govt such as excise duty, VAT, Service tax, Octroi/ Entry tax etc.

d. The Bidders are required to spell out the rates of Customs duty, Excise duty, VAT, Service Tax, etc in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. If reimbursement of Customs duty / Excise Duty /VAT is intended as extra, over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duties will be entrained after the opening of tenders. If a Bidder chooses to quote a price inclusive of any duty and does not confirm inclusive of such duty so included is firm and final, he should clearly indicate the rate of such duty and quantum of excise duty included in the price. Failure to do so may result in ignoring of such offers summarily.

e. The Lowest Acceptable Bid will be considered further for placement of contract / Supply Order after complete clarification and price negotiations as decided by the Buyer.

2. **Price Bid Format:** The Price Bid Formats are given as **Appx 'B' to 'D'** of this RFP. Following details must be clearly quoted in your quotation:-

- (a) Comprehensive AMC rate for each item as per **Appx 'B'** and **'C'** and total package deal should be as per **Appx 'D'**.
- (b) Total cost of CAMC of equipment, salary to resident service engineer and grand total.
- (c) Taxes/ other charges, if applicable.
- (d) Validity of the quotations (shall be minimum 120 days)
- (e) Salary of the resident service engineer as per Government minimum wages Act.
- (f) Being a Defence establishment and security point of view credentials of would be resident engineer (s) should be verified by Police authority. The copy of police report along with copy of PAN card and resident proof of the individual must be fwd to this office for preparation of security gate pass.

-S/d-
Sabir Hundekar
Lt Col
Officer-in-Charge

UNDERTAKING

I/We the under signed have read all the conditions mentioned in the Tender Enquiry bearing No **4076/IT-EQPT/DSCK/AMC dt / /2016** and I/We hereby agree to abide by all the terms & conditions mentioned in Schedule I and II of your tender Enquiry bearing No **4076/IT-EQPT/DSCK/AMC dt / /2016**.

Place:

Date:

Office Seal

(Signature of Authorised Signatory
of The Contractor/Vendor)

Name:- _____

FORMAT FOR QUOTATION: ITEM WISE

Ser No	Particulars	Qty	Rate	Total Cost
1.	HP Server- Proliant DL165G7	01 Nos		
2.	HP Server- Proliant ML350	01 Nos		
3.	HP Desktop computer system with Digital Colour TFT Monitor/ Keyboard / Optical Mouse / DVD R/W / Windows Seven Business preloaded with media	15 Nos		
4.	Computer System (Intel core 2 duo / 250 GB SATA HDD / 2 GB DDR2 RAM / Compaq CRT Monitor 14" / 104 Keys KB / Optical Mouse / 8x DVD R/W)	04 Nos		
5.	HP LaserJet Printer Model P-1007	05 Nos		
6.	HP All- in- One Office Jet Printer Model J-4580	01 Nos		
7.	HP Printer LJ 5200 n with auto duplex accessory	01 Nos		
8.	HP Office jet Printer 4355 All in one	01 Nos		
9.	HP DeskJet Printer K-109a	02 Nos		
10.	HP LaserJet Printer P-1020 Plus	03 Nos		
11.	5 KVA online UPS with 2 hrs backup Make Numeric	02 Nos		
12.	<u>UPS</u> (a) 500 VA - 03 (b) 800 VA - 07	11 Nos		
13.	<u>OTHER NETWORK DEVICE</u> a) Tellabs 8110 (Modem) Network Terminating Unit b) CISCO DL 2600 Router c) 8 Port switch	01 Nos 01 Nos		

	d) Internal UTP Cabling	03 Nos		
14.	Complete Antivirus solution for Server and PCs	19 Nos		
15.	Fax Machine	01 Nos		
16.	Taxes if any should be specified along with prevailing rates			
17.	Total Cost			

Station: Kanpur
Date

Seal of Firm

Signature of
Prop/ Partner

FORMAT FOR QUOTATION: ITEM WISE

Ser No	Description	Qty	Salary	
			Per month	Per Annum
1.	Resident Service Engineer	01		
2.	Taxes if any should be specified along with prevailing rates	--		
3.	Total Cost	--		

Station: Kanpur
Date

Seal of Firm

Signature of
Prop/ Partner

AMC CHARGES ON A PACKAGE DEAL BASIS

Ser No	Details	Amount (Rs)
1	Appendix – B	
2	Appendix – C	
Grand Total:-		

**Total Maintenance Charges on package deal basis for the above mentioned items with One Resident Service Engineer is Rs. ----- (Rs.-----
-----only)**

Remarks (if any)

Station: Kanpur
Date :

Seal of Firm

Signature of
Prop/ Partner

List of Venders:

1. M/s Computer Help
230 Vig Market, Harjinder Nagar
Lal Bangla, Kanpur- 208007

2. M/s Informatic Computer and Power System
115/10, JK Colony, Jajmau
Kanpur - 208010

3. M/S My Computer Accessories
376- Ompurwa
Kanpur- 208007

4. M/S Shiv Computers
Shiv Plaza, Shop No 5
Canal Road, Kanpur

5. M/S National Trading Co.
347 EWS Colony, Pokharpur Jajmau
Kanpur- 208010