



TENDER NO: NRPC/Services/AMC-Hardware/326/2019/1

“उत्तर क्षेत्रीय विद्युत समिति में संगणक व सहयुक्त पेरिफेरल्स,
लैपटाप एवं लैन की
अनुरक्षण संविदा”
हेतु
ई-निविदा

**e-TENDER
FOR
“MAINTENANCE CONTRACT OF DESKTOP
COMPUTERS
& ASSOCIATED PERIPHERALS, LAPTOP
COMPUTERS
AND LAN IN NRPC”**

उत्तर क्षेत्रीय विद्युत समिति/Northern Regional Power Committee
18-ए,कुतब इन्स्टीट्यूशनल एरिया/ 18-A, Qutab Institutional Area,
एस.जे.एस.एस मार्ग, कटवारिया सराय/ SJSS Marg, Katwaria Sarai,
नई दिल्ली-110016/New Delhi-110016
एन.आर.पी.सी. वेबसाइट/NRPC Web Site: www.nrpc.gov.in

नवम्बर, 2019/November, 2019

NOTICE INVITING TENDER (NIT)

उत्तर क्षेत्रीय विद्युत समिति (उ.क्षे.वि.स.), नई दिल्ली में संगणक व सहयुक्त पेरिफेरल्स, लैपटाप एवं लैन की अनुरक्षण संविदा” (एएमसी) के लिए उपयुक्त बोलीदाताओं से केंद्रीय सार्वजनिक खरीद पोर्टल (सीपीपीपी) (<http://www.eprocure.gov.in/eprocure/app>) के माध्यम से ऑनलाइन बोलियां आमंत्रित की जाती है।

Online Bids are invited from eligible Bidders for Maintenance Contract of Laptop Computers, Desktop Computers & associated peripherals and LAN in Northern Regional Power Committee (NRPC), New Delhi.

IMPORTANT INFORMATION

निविदा प्रकाशन, दस्तावेज़ डाउनलोड के शुरू होने की दिनांक और समय / Tender Publishing, Document download start Date & Time	01.11.2019 from 1100 hrs.
निविदा दस्तावेज़ डाउनलोड करने के लिए / Tender Documents to be downloaded from	http://eprocure.gov.in/eprocure/app
बोली सबमिशन के शुरू होने की तिथि और समय / Bid Submission Start Date & Time	01.11.2019 from 1200 hrs.
स्पष्टीकरण समाप्ति दिनांक और समय / Clarification Closing Date & Time	13.11.2019 up to 1400 hrs.
बोली सबमिशन समाप्ति दिनांक और समय / Bid Submission Closing Date & Time	25.11.2019 up to 1400 hrs.
तकनीकी बोली खोलने की तारीख और समय / Technical Bid Opening Date and Time	26.11.2019 at 1600 hrs.
संपर्क विवरण / Contact Details	Superintending Engineer (Services), Northern Regional Power Committee 18-A, Qutab Institutional Area, SJSS Marg, Katwaria Sarai, New Delhi – 110016 Phone: 011-26851794/26521046 Email: sec-nrpc@nic.in Website: www.nrpc.gov.in

Table of Contents

NOTICE INVITING TENDER (NIT)	2
1. PART-I: BID SCOPE & REQUIREMENTS	6
1.1 SCOPE OF WORK	6
1.2 PRE-QUALIFICATION REQUIREMENTS	6
1.3 TECHNICAL REQUIREMENTS.....	6
2. PART-II: BID PREPARATION & SUBMISSION	7
2.1 BIDDING PROCESS	7
2.2 INSTRUCTIONS FOR ONLINE BIDDING PROCESS.....	7
2.3 BIDDING DOCUMENT	11
2.4 TENDER DOCUMENT FEE.....	11
2.5 BID VALIDITY PERIOD.....	11
2.6 TECHNICAL BID	11
2.7 BID SECURITY	12
2.8 FINANCIAL BID.....	13
2.9 NO PRICE VARIATION	13
2.10 AMENDMENT OF TENDER DOCUMENT BY CLIENT	13
2.11 MODIFICATION OF BIDS BY BIDDERS.....	14
2.12 LATE BIDS.....	14
3. PART-III: BID OPENING & EVALUATION	14
3.1 OPENING OF BIDS	14
3.2 PRELIMINARY EXAMINATION OF TECHNICAL BID.....	14
3.3 EVALUATION OF TECHNICAL BID	14
3.4 EVALUATION OF FINANCIAL BID	15
4. PART-IV: AWARD OF CONTRACT	15
4.1 LOWEST SUCCESSFUL BIDDER.....	15
4.2 LETTER OF AWARD (LoA)	15
4.3 PERFORMANCE SECURITY	15
4.4 SIGNING OF CONTRACT.....	16
4.5 SUB-CONTRACTING	16
5. PART-V: EXECUTION OF WORK & PAYMENT	16
5.1 PERIOD OF CONTRACT	16
5.2 LOCATIONS TO BE COVERED.....	16
5.3 PAYMENT TERMS	16
6. PART-VI: GENERAL CONDITIONS OF CONTRACT	16
6.1 DEFINITIONS.....	16
6.2 APPLICATION	18
6.3 COST OF BIDDING	18
6.4 GOVERNING LANGUAGE.....	18

6.5	CLARIFICATIONS OF BIDS	18
6.6	CONTACTING THE CLIENT	18
6.7	CLIENT'S RIGHT TO ACCEPT OR REJECT ANY BID OR ALL BIDS	19
6.8	CHANGE IN SCOPE OF WORK.....	19
6.9	AMENDMENT OF CONTRACT	19
6.10	TAXES	19
6.11	USE OF CONTRACT DOCUMENTS AND INFORMATION.....	19
6.12	TERMINATION OF CONTRACT	20
6.13	FORCE MAJEURE	20
6.14	GOVERNING LAW AND DISPUTES.....	21
6.15	STANDARDS OF PERFORMANCE	21
6.16	CORRUPT AND FRAUDULENT PRACTICES.....	21
6.17	DATA AND CYBER SECURITY.....	22
6.18	TAKING OVER / HANDING OVER OF EQUIPMENT UNDER THE CONTRACT ON EXPIRY OF TERM / TERMINATION OF THE CONTRACT	22
6.19	OTHER TERMS AND CONDITIONS	22
7.	PART-VII: SPECIAL CONDITIONS OF CONTRACT.....	23
7.1	DETAILS OF WORKS UNDER THE CONTRACT	23
7.2	EQUIPMENT UNDER MAINTENANCE CONTRACT.....	24
7.3	EXECUTION OF THE CONTRACT	25
7.4	PENALTY FOR DEFAULT IN SERVICE.....	27
7.5	Client Address:	28
7.5.1	For notices and Other Correspondences, the Client's address shall be:.....	28
8.	PART-VIII: ANNEXURES.....	29
	ANNEXURE-I.....	29
	LIST OF EQUIPMENTS	29
	FORMAT FOR BID ACCEPTANCE LETTER.....	32
	ANNEXURE-III.....	33
	FORMAT FOR BIDDER INFORMATION	33
	ANNEXURE-IV.....	34
	SCHEDULE OF DEVIATIONS.....	34
	ANNEXURE-V	35
	DETAILS OF WORK EXPERIENCE, TURNOVER AND PROFIT	35
	ANNEXURE-VI.....	36
	DETAILS OF ANNUAL MAINTENANCE CONTRACTS SUCCESSFULLY EXECUTED IN LAST THREE YEARS	36
	ANNEXURE-VII	37
	DETAILS OF ANNUAL MAINTENANCE CONTRACTS PRESENTLY UNDER EXECUTION	37

ANNEXURE-VIII..... 38
BILL OF QUANTITY (BoQ)38

ANNEXURE-IX..... 41
FORMAT OF PERFORMANCE SECURITY..... 41

ANNEXURE-X 43
CONTRACT AGREEMENT FORMAT 43

1. PART-I: BID SCOPE & REQUIREMENTS

1.1 SCOPE OF WORK

- 1.1.1. Comprehensive Maintenance of Desktop Computers & associated peripherals, Laptop Computers and LAN in NRPC for a period of **Two (2) Years** as per the details given at **Annexure-I**.

1.2 PRE-QUALIFICATION REQUIREMENTS

- 1.2.1. Invitation of Bid is open to eligible Bidders fulfilling the following:
 - 1.2.1.1. Bidder shall be a registered company under the Indian Companies Act, 1956/proprietary firm /partnership firm.
 - 1.2.1.2. Bidder shall be registered with Employee State Insurance Corporation.
 - 1.2.1.3. Bidder shall be registered with Employee Provident Fund Organization.
 - 1.2.1.4. Bidder shall have a valid PAN/Goods and Service Tax Identification Number.
 - 1.2.1.5. The Bidder has not been blacklisted by any of the Government Organization(s)/Public Sector Undertaking(s) (PSUs)/Autonomous Bodies.
- 1.2.2. Bidder must comply with all the criteria as mentioned at clause 1.2.1. Non-compliance of any of the criteria shall result in rejection of the bid. Any hiding/ mis-representation of facts shall result in rejection of the bid and forfeiture of Bid Security.

1.3 TECHNICAL REQUIREMENTS

- 1.3.1 The Bidder shall have a minimum Rs.9 Lakh Revenue, in India, in each of last three financial years i.e. 2018-19, 2017-18, 2016-17.
- 1.3.2 Bidder shall have net profit after tax in each of the last three financial years i.e. 2018-19, 2017-18, 2016-17.
- 1.3.3 The Bidder shall have experience in Hardware and Software maintenance of Computer & its associated peripherals viz. Desktop Computers, Laptop Computers, Printers, UPS and LAN etc. of at least five years reckoned from the last date of submission of the bid.
- 1.3.4 The Bidder shall have successfully executed similar works (*as mentioned in clause 1.3.7*), as per criterion given below, in Government Organization(s)/Public Sector Undertaking(s) (PSUs)/Autonomous Bodies/ Nationalised Banks/ Reputed Organisations during the last three (3) years reckoned from the last date of submission of bid:
 - a. One similar Work costing not less than Rs.7.2 Lakhs per annum.
 - or
 - b. Two similar Works costing not less than Rs.4.5 Lakhs each per

annum.

or

- c. Three similar Works costing not less than Rs.3.6 Lakhs each per annum.

- 1.3.5 The Bidder shall submit customer satisfaction letter(s) along with the concerned Letter of Award (LoA) against at least 2 of its successfully completed Annual Maintenance Contracts (AMCs) of Computers & associated peripherals in Government Organization(s)/Public Sector Undertaking(s) (PSUs) executed during preceding five calendar years.
- 1.3.6 The Bidder shall have one similar works (*as mentioned in clause 1.3.7*) of annual value of at least Rs.2 Lakhs, presently under execution with Government Organization (s)/Public Sector Undertaking (s) (PSUs)/Autonomous Bodies.
- 1.3.7 Similar work(s) means Hardware and Software maintenance of Computer & its associated peripherals viz. Desktop Computers, Laptop Computers, Printers, UPS, & LAN etc.
- 1.3.8 The bidder shall have back to back agreement with at least two reputed OEMs of computer hardware for supply of spares and support.

2. PART-II: BID PREPARATION & SUBMISSION

2.1 BIDDING PROCESS

- 2.1.1 The Bidder shall submit the bid electronically, through the e-procurement portal (<http://eprocure.gov.in/eprocure/app>).
- 2.1.2 This tender shall follow a two-stage Bidding process. The Bid shall be submitted in two parts namely Technical Bid and Financial Bid.
- 2.1.3 In the first stage, only Technical Bid will be opened online and evaluated.
- 2.1.4 The Bid shall be considered responsive provided it meets all the requirements under this tender document.
- 2.1.5 Under these condition, the Financial Bid of only those Bidders, whose Technical Bids are found responsive, will be opened. Date of opening of Financial Bid would be notified separately.

2.2 INSTRUCTIONS FOR ONLINE BIDDING PROCESS

- 2.2.1 The bidder is required to submit soft copies of its bid electronically on the CPP (*Central Public Procurement*) Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidder in registering on the CPP Portal, prepare its bid in accordance with the requirements and submitting its bid online on the CPP Portal.

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

2.2.3 **REGISTRATION**

- 2.2.3.1 Bidder is required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <http://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder enrolment” on the CPP Portal which is free of charge.
- 2.2.3.2 As part of the enrolment process, the bidder will be required to choose a unique username and assign a password for their accounts.
- 2.2.3.3 Bidder is 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.
- 2.2.3.4 Upon enrolment, the bidder will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 2.2.3.5 Only one valid DSC (Digital Signature Certificate) 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.
- 2.2.3.6 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.

2.2.4 **SEARCHING FOR TENDER DOCUMENTS**

- 2.2.4.1. 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.
- 2.2.4.2. Once the bidder has 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/ addendum, if any, issued to the tender document.
- 2.2.4.3. 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.

2.2.5 PREPARATION OF BIDS

- 2.2.5.1 Bidder should take into account any corrigendum/ addendum published on the CPP Portal related to the tender document before submitting its bid.
- 2.2.5.2 Bidder is advised to 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 can lead to rejection of the bid.
- 2.2.5.3 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.
- 2.2.5.4 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.

2.2.6 SUBMISSION OF BIDS

- 2.2.6.1. 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.
- 2.2.6.2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 2.2.6.3. Bidder has to select the payment option as “offline” to pay the TENDER DOCUMENT FEE / BID SECURITY as applicable and enter details of the instrument.
- 2.2.6.4. Bidder should prepare the Bid Security as per the instructions specified in the tender document. The original should be submitted as per date & time specified in the tender document, otherwise the uploaded bid will be rejected.
- 2.2.6.5. Bidder is requested to note that they should necessarily submit its Financial Bid in the format provided and no

other format is acceptable. If the Financial Bid has been given as a standard BoQ (*Bill of Quantity*) format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidder is 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.

- 2.2.6.6. The server time (which is displayed on the bidder's dashboard) will be considered as the standard time for referencing the date & time for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 2.2.6.7. All the documents being submitted by the bidder 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 128bit 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 bid documents become readable only after the tender opening by the authorized bid openers.
- 2.2.6.8. Upon the successful and timely submission of bid (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 2.2.6.9. 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.

2.2.7 ASSISTANCE TO BIDDERS

- 2.2.7.1 Any query relating to the tender document and the terms and conditions contained therein should be addressed to the Nodal Officer of the Client for the tender or the relevant contact person indicated in the tender.
- 2.2.7.2 Any query 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 0120-4200 462 & 0120-4001 002.

2.3 BIDDING DOCUMENT

- 2.3.1 The Bidder is expected to examine all instructions, forms, terms & conditions, prequalification and technical requirements in the bidding documents. Failure to furnish any information required in the bid shall be treated as non-responsive and may result in the rejection of the bid.

2.4 TENDER DOCUMENT FEE

- 2.4.1 The tender document can be downloaded from the CPP Portal without any charges.

2.5 BID VALIDITY PERIOD

- 2.5.1 The Bid shall remain valid for a period of at least **90 days** from the last date of submission of bid.

2.6 TECHNICAL BID

- 2.6.1 The Technical Bid shall be complete in all respects and contain all information asked for in this document.

2.6.2 The Technical Bid shall comprise of the following:

- 2.6.2.2. Scanned copy of the bid security as per clause 2.7.1 or the scanned copy of the documentary proof for waiver of the Bid Security as per clause 2.7.2.
- 2.6.2.3. Signed & scanned copy of duly filled Bid Acceptance Letter as per *Annexure-II*.
- 2.6.2.4. Signed & scanned copy of duly filled Bidder Information as per *Annexure-III*.
- 2.6.2.5. Signed & scanned copy of documentary evidence in respect of Clause 1.2.1.1.
- 2.6.2.6. Signed & scanned copy of the certificate of Employee State Insurance Corporation (ESIC) Registration for fulfilling the condition as per Clause 1.2.1.2.
- 2.6.2.7. Signed & scanned copy of certificate of Employee Provident Fund Organization (EPFO) registration for fulfilling the condition as per Clause 1.2.1.3.
- 2.6.2.8. Signed & scanned copies of documents for PAN/GSTIN for fulfilling the condition as per Clause 1.2.1.4.
- 2.6.2.9. Signed & scanned copy of the declaration regarding Blacklisting as per Clause 1.2.1.5.
- 2.6.2.10. Signed & scanned copy of Audited balance sheets for the last three years as a proof of turnover and profit details as per Clause 1.3.1 and 1.3.2. If Audited balance sheet (s) not available, auditor certificate shall be submitted.
- 2.6.2.11. Signed & scanned copy of Letter of Award/Work Order regarding experience in maintenance of equipment as per Clause 1.3.3.
- 2.6.2.12. Signed & scanned copy of duly filled Annexure-IV.

- 2.6.2.13. Signed & scanned copy of duly filled *Annexure-V*.
- 2.6.2.14. Signed & scanned copy of documents regarding customer satisfaction as per Clause 1.3.5.
- 2.6.2.15. Signed & scanned copy of duly filled *Annexure-VI*. Signed & scanned copies of Letter of Award (s)/Work Order (s) and letter of successful completion for each of the similar works mentioned in *Annexure-VI*.
- 2.6.2.16. Signed & scanned copy of duly filled *Annexure-VII*. Signed & scanned copies of Letter of Award (s)/Work Order (s) for each of the works mentioned in *Annexure-VII*.
- 2.6.2.17. Signed & scanned copy of the Power of Attorney on Stamp Paper from the Bidder in respect of Authorized Signatory for the Bid.
- 2.6.2.18. Signed and scanned copy of authorization letter/partnership letter from two OEMs.
- 2.6.3 Client reserves the right to verify the uploaded documents with original one.
- 2.6.4 The Bid Security/ Documentary Proof for waiver of the same shall be submitted, *in original*, (hard copy) by the Bidder by the date & time of Bid Opening, failing which the bid shall summarily be rejected and the Technical Bid shall not be opened.

2.7 BID SECURITY

- 2.7.1 The Bidder shall deposit Bid Security of **Rs. 25,000 (Rupees Twenty-Five Thousand)** in the form of Demand Draft/Bankers Cheque from any Nationalised/Scheduled bank, in favour of DDO NRPC, payable at New Delhi valid for at least **90** (Ninety) Days from the last date of bid submission.
- 2.7.2 In case the Bidder claims for waiver of Bid Security, he shall provide documentary proof for the same along with the copies of relevant Govt. Orders/Guidelines/notifications etc. to establish the claim.
- 2.7.3 The scanned copy of the Bid Security / Documentary Proof for waiver of the Bid Security, shall be uploaded at the time of Bid submission.
- 2.7.4 The original Bid Security/ Documentary Proof for waiver of the Bid Security shall be submitted to the Client in hard copy by the date & time of Bid Opening, failing which the bid shall summarily be rejected.
- 2.7.5 The Bid Security not in conformity in all respect with the requirements as per clause 2.7.1, the bid shall summarily be rejected.
- 2.7.6 No interest shall be payable on the Bid Security amount.
- 2.7.7 **The Bid Security shall be forfeited if the bidder:**

- 2.7.7.1. Withdraws its bid during bid validity period.
 - 2.7.7.2. hides/ mis-represents facts.
 - 2.7.7.3. refuses to accept Letter of Award.
 - 2.7.7.4. fails to sign the Contract within the stipulated time.
 - 2.7.7.5. tampers/ modifies Price Bid Template in any manner.
 - 2.7.7.6. Found involved in any Corrupt, Collusive, Coercive or Fraudulent Practices.
- 2.7.8 The Bid Security of Bidders shall be returned as promptly as possible upon signing the Contract with the successful Bidder.

2.8 FINANCIAL BID

- 2.8.1 The Financial Bid shall be complete in all respects and contain all information asked for in this document.
- 2.8.2 The Financial bid format is provided as BoQ_XXXX.xls along with this tender document at <http://eprocure.gov.in/eprocure/app>. Bidder is advised to download this BoQ_XXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the Financial bid. Bidder shall not tamper/modify downloaded Financial Bid template in any manner. In case if the same is found to be tampered/modified in any manner, the corresponding bid will be completely rejected and Bid Security would be forfeited and the bidder is liable to be banned from doing business with the Client.
- 2.8.3 The amount quoted shall only be in Indian rupees.
- 2.8.4 The Bidder shall quote for **all the items** mentioned in BoQ at Annexure-VIII, **failing which the Bid shall be rejected.**
- 2.8.5 The quoted unit rate for all the items, covered under Annexure-VIII, shall be exclusive of taxes.

2.9 NO PRICE VARIATION

- 2.9.1 The Price quoted by the Bidder shall be firm. Any subsequent revision in the quoted price shall not be entertained.

2.10 AMENDMENT OF TENDER DOCUMENT BY CLIENT

- 2.10.1 At any time prior to the last date & time of submission of the bids, the Client 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 way of Amendments/Addendum/Corrigendum, if any, which shall be notified through CPP Portal.
- 2.10.2 Prospective Bidders are advised to visit CPP Portal <http://eprocure.gov.in/eprocure/app> and NRPC website <http://www.nrpc.gov.in> for any corrigendum / addendum/ amendment.
- 2.10.3 In order to provide prospective Bidders reasonable time to

take the amendment into account for preparing their bids, the Client may, at its discretion, extend the last date & time of the submission of bids.

2.11 MODIFICATION OF BIDS BY BIDDERS

2.11.1 A Bidder may modify its bid on the CPP Portal (<http://eprocure.gov.in/eprocure/app>) till the deadline of the submission of Bid.

2.11.2 Modification of the Bid sent through any other means shall not be considered by the Client.

2.12 LATE BIDS

2.12.1 The e-Procurement system will not allow submission of bid after deadline as per server system.

3. PART-III: BID OPENING & EVALUATION

3.1 OPENING OF BIDS

3.1.1 The Client shall open the bids as per electronic bid opening procedures specified in Central Public Procurement Portal (CPPP) at the date and time specified. Bidders can also view the bid opening by logging on to the e-procurement system. Specific bid opening procedures are laid down at <http://eprocure.gov.in/eprocure/app> under the head “Bidders Manual Kit”. The bidder will be at liberty to be present either in person or through an authorized representative at the time of opening of the Bid or they can view the bid opening event online at their remote end. Price Bids of only those Bidders shall be opened whose Technical Bid are found to be responsive.

3.1.2 The Client will open the bids in the presence of Bidders’ representative who choose to attend at the time, date and venue as mentioned in NIT.

3.1.3 **No representative will be allowed to attend the Bid Opening without the valid Bid acknowledgement slip received after submission of Bids.**

3.1.4 In the event of the specified date of bid opening being declared a holiday for Client, the bids shall be opened at the specified time and place on the next working day.

3.2 PRELIMINARY EXAMINATION OF TECHNICAL BID

3.2.1 The Client will examine the bids to determine their completeness in all respect as per the requirements of this tender document.

3.2.2 The Client may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice to affect the relative ranking of any bidder.

3.3 EVALUATION OF TECHNICAL BID

3.3.1 The Technical Bid shall be evaluated on the basis of the documents

submitted by the Bidder.

3.3.2 Client reserves the right to reject the bid under any of the following circumstances:

3.3.2.1 Bid is in complete and/or not accompanied by all required documents.

3.3.2.2 Bid is not in accordance with the terms and conditions of tender document.

3.4 EVALUATION OF FINANCIAL BID

3.4.1 Financial Bid of only those bidders, whose Technical Bids are found responsive, shall be opened and evaluated.

3.4.2 Evaluation shall be done based on the Total Amount quoted by the Bidder as per **Annexure-VIII**.

3.4.3 The Evaluated Total Amount shall be Total Amount worked out after considering discrepancies, if any, as per Annexure-VIII.

3.4.4 Ranking of the Bidders shall be based on the Evaluated Total Amount.

3.4.5 In case of tie in the Evaluated Total Amount quoted by the bidders, the Client reserves the right to decide the ranking of the Financial Bid based on the sum of the amounts quoted by such Bidders for Desktop Computers at **Annexure-VIII**.

4. PART-IV: AWARD OF CONTRACT

4.1 LOWEST SUCESSFUL BIDDER

4.1.1 On completion of evaluation process of Financial Bid, the Bidder whose Evaluated Total Amount is found to be the lowest would be declared as the Lowest Successful (L-1) bidder.

4.2 LETTER OF AWARD (LoA)

4.2.1 The L-1 bidder will be considered for issuing of Letter of Award (LoA).

4.2.2 The acceptance of the LoA shall be submitted within 7 (Seven) working days from issue of LoA, failing which the Client reserves the right to cancel the LoA.

4.3 PERFORMANCE SECURITY

4.3.1 A Performance Security in form of bank guarantee from any Nationalized / Scheduled Bank (as per *Annexure-IX*) of a value equal to 10% of the total Awarded Value as indicated in the Letter of Award shall be deposited by the bidder within **Fifteen (15) working days** from issue of Letter of Award.

4.3.2 The Performance Security shall be valid for a period of **27 (Twenty-Seven) months** from the date of issue of Letter of Award (LoA).

4.3.3 Validity of Performance Security shall be extended to cover the extended term of contract, if any, as per Clause 5.1.3 of the tender document.

4.4 SIGNING OF CONTRACT

4.4.1 The successful bidder shall be required to enter into a contract as per *Annexure-X* with Client within **Fifteen (15) working days** from issue of the Letter of Award on submission of the Performance Security as mentioned in clause 4.3.

4.5 SUB-CONTRACTING

4.5.1 The Contractor shall not assign, in whole or in part, its obligations to perform under the contract, to other firm except with the Client's prior written consent.

5. PART-V: EXECUTION OF WORK & PAYMENT

5.1 PERIOD OF CONTRACT

5.1.1 The term of the contract will be for a period of **TWO Years** from the date of signing of the contract agreement subject to the provisions of Clause 6.12 of the tender document.

5.1.2 During the entire period of the contract, no request for any increase in the rates on any account would be entertained and the performance of Contractor would be reviewed from time to time to ensure that it is to the entire satisfaction of the Client.

5.1.3 Period of the contract may be extended further based on the mutual consent of both the parties without any change in rates and Terms & Conditions of the contract.

5.2 LOCATIONS TO BE COVERED

5.2.1 The contractor has to provide service in Client Location.

5.3 PAYMENT TERMS

5.3.1 No advance payment shall be made against Letter of Award.

5.3.2 Payment shall be made pro-rata on quarterly basis after submission of bills at the end of each quarter in respect of only that equipment which have actually been placed under the Maintenance Contract undertaken by the Contractor during a particular quarter.

5.3.3 The Contractor shall submit pre-receipted bills in triplicate after completion of each quarter for quarterly maintenance charges. The payment for the same shall be subject to recoveries, if any, due to delay in rectification of faults etc. as stated in Part-VII of this tender document.

6. PART-VI: GENERAL CONDITIONS OF CONTRACT

6.1 DEFINITIONS

6.1.1 "Client" means the Superintending Engineer (Services), NRPC, New

Delhi.

- 6.1.2 “Client Location” means office of the Client at NRPC Complex, 18-A, Shaheed Jeet Singh Marg, Katwaria Sarai, New Delhi – 16.
- 6.1.3 The “Contract” means the agreement entered into between the Client and the Contractor as recorded in the Contract Form signed by the Client and the Contractor, including all attachments and annexure thereto and all documents incorporated by reference therein.
- 6.1.4 The “Contractor” or “Vendor” means the Bidder selected through tendering process and shall be deemed to include the Contractor's successors, representatives (approved by the Client), heirs, executors, administrators and permitted assigns, as the case may be, unless excluded by the terms of the contract.
- 6.1.5 The “Equipment” means Laptop Computers, Desktop Computers and their accessories, UPS, Printers, Scanners, Workstations, LAN switches, Routers, Network Attached Storage (NAS) etc.
- 6.1.6 “Awarded Value” means the amount mentioned in Letter of Award.
- 6.1.7 “Service” means services to be provided by the Contractor as per the requirements specified in Clause 7 of the tender document and any other incidental services and other such obligations of the Contractor covered under the Contract.
- 6.1.8 “Officer in-charge” means an Officer designated by the Client, assigned the work of monitoring the execution of the contract.
- 6.1.9 “User” means the officials of the Client using the equipment and LAN under the Contract.
- 6.1.10 “Nodal Officer” means the Officer designated by the Client, coordinating the activities related to e-procurement for this tender.
- 6.1.11 “NRPC” means Northern Regional Power Committee.
- 6.1.12 “Quarter” means three months period.
- 6.1.13 “IT” means Information Technology.
- 6.1.14 “Deadline” means the last date & time.
- 6.1.15 “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the bidding process or in contract execution.
- 6.1.16 “Fraudulent Practice” means a misrepresentation or omission of facts in order to influence a bidding process or the execution of a contract to the detriment of the Client, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.
- 6.1.17 “Collusive Practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Client, designed to establish bid price at artificial, non-competitive levels.
- 6.1.18 “Coercive Practice” means harming or threatening to harm, directly or indirectly, person or their property to influence their participation in

the tendering process or affect the execution of a contract.

6.1.19 “Undesirable Practice” means establishing contact with any person connected with or employed by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process.

6.1.20 “Restrictive Practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the bidding process.

6.2 APPLICATION

6.2.1 These General Conditions shall compliment to the provisions in other parts of this tender document.

6.3 COST OF BIDDING

6.3.1 The Bidder shall bear all the costs associated with the preparation and submission of its bid. The Client, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tender process.

6.4 GOVERNING LANGUAGE

6.4.1 The Bid as well as all correspondences and documents relating to the bid exchanged by the Bidder and the Client, shall be in English language only. Supporting documents and printed literature, if not in English language, that are part of the tender document shall be accompanied with a self-certified copy of English translation of the same.

6.5 CLARIFICATIONS OF BIDS

6.5.1 To assist in the examination, evaluation and comparison of bids the Client may, at its discretion, ask the bidder for clarification and response shall be in writing through e-mail or fax. The Response/clarification shall be submitted by authorized signatory only. In case the bidder fails to submit the desired information/clarification sought by the Client with in stipulated time, further evaluation of the bid will be carried out based on the already documents submitted by the Bidder.

6.6 CONTACTING THE CLIENT

6.6.1 Any clarification / query related to the tender document may be addressed to Superintending Engineer (Services), NRPC in writing through e-mail or fax as per the details given under Special Conditions of Contract (Part-VII of this tender document). The Clarification /Queries received, up to 05:00 p.m. on 19th August, 2019, will be entertained.

6.6.2 Bidders can visit the site and acquaint themselves with the client locations, site condition, equipment condition and other factors which would have any effect on the performance of the contract and/or the cost on any working day on or before Clarification Closing Date & Time (mentioned in NIT) between 11

AM to 4 PM after prior intimation and confirmation from the office of Superintending Engineer (Services), Telephone no.26851794/26521046. Any claim by the Bidder regarding equipment condition, site condition, location, etc. shall not be entertained after submission of the Bid.

- 6.6.3 Any effort by bidder to influence the Client in the Client's bid evaluation, bid comparison or contract award decision may result in the rejection of the Bidders' bid.

6.7 CLIENT'S RIGHT TO ACCEPT OR REJECT ANY BID OR ALL BIDS

- 6.7.1 The Client reserves the right to accept or reject any bid and/or annul the bidding process and/or reject all bids, without assigning any reason thereof, at any time prior to award of contract and without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for the Client's action.

6.8 CHANGE IN SCOPE OF WORK

- 6.8.1 The Client may at any time, through a written communication to the Contractor, change the quantity of the equipment covered under the contract. However, the total contract amount after changing the quantity shall be restricted to $\pm 20\%$ of the original Contract Amount.
- 6.8.2 For any such changes, amendment to the contract shall be issued by the client. The contractor shall send the acceptance letter within 15 days of issue of amendment.

6.9 AMENDMENT OF CONTRACT

- 6.9.1 No variation or modification of the terms of the Contract shall be made except by written amendment signed by both the parties i.e. the Contractor and the Client.

6.10 TAXES

- 6.10.1 The Client shall pay the applicable taxes as per government norms over and above the contracted price to the Contractor.
- 6.10.2 Client may deduct any taxes, duties and any other statutory levies imposed by the Government on such charges as may arise from the implementation of the contract agreement.

6.11 USE OF CONTRACT DOCUMENTS AND INFORMATION

- 6.11.1 The Contractor shall not, without the Client's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Client in connection therewith, to any person other than a person employed by the Contractor in the Performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.
- 6.11.2 The Contractor shall not, without the Client's prior written consent, make use of any document or information provided by

Client in tender document or otherwise except for purposes of performing contract, if any.

- 6.11.3 Any document, other than the Contract itself, shall remain the property of the Client and shall be returned (in all copies) to the Client on completion of the Contractor's performance under the Contract, if so required by the Client.

6.12 TERMINATION OF CONTRACT

- 6.12.1 The contract may be terminated Immediately after expiry of the contract period.
- 6.12.2 The Client, without prejudice to any other remedy for breach of Contract, by giving one month written notice to the Contractor, may terminate this Contract in whole or in part, if the Contractor fails to perform any obligation(s) under the Contract.
- 6.12.3 The Client may at any time terminate the Contract by giving one month written notice to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Client.
- 6.12.4 No payment by the Client shall be made for the remaining period of Contract from the date of the termination of the contract.
- 6.12.5 In the event of the termination of this Contract for any reason, or in the event the Contractor is discharged of its obligations as per provisions of this Contract, all the amounts outstanding towards balance period under this Contract shall be payable by either party as due.
- 6.12.6 In case of the Termination of the Contract, the Performance Security submitted by the Contract or may be encashed by the Client.

6.13 FORCE MAJEURE

- 6.13.1 Notwithstanding the above provisions, the Contractor shall not be liable for penalty or termination for contract if and to the extent that the delay in performance or other failure to perform its 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 Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to the following:
- a. Act of God.
 - b. war (whether declared or not), hostilities, invasion, acts of foreign enemies, rebellion, revolution, insurrection of military or usurped power, or civil war;

- c. act of any political or religious incidence;
 - d. acts of terrorism; or
 - e. riots, civil commotion or disorder, industry wide strike.
- 6.13.2 If a Force Majeure situation arises, the Contractor shall promptly notify the Client in writing of such condition and the cause thereof. Unless otherwise directed by the Client in writing, the Contractor shall continue to perform its obligations under the Contract.

6.14 GOVERNING LAW AND DISPUTES

- 6.14.1 The Client and the Contractor shall make every effort to resolve amicably by direct informal negotiations, any disagreement or disputes, arising between them under or in connection with the Contract.
- 6.14.2 In case of any dispute relating to this contract which may arise during or after the execution of the contract, the case shall be referred to the arbitrator appointed by the Member Secretary, NRPC whose decisions shall be final and binding on both the parties. The proceedings of the arbitration shall be carried out in New Delhi only.

6.15 STANDARDS OF PERFORMANCE

- 6.15.1 The Contractor shall perform the Services and carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional engineering and consulting standards recognized by international professional bodies and shall observe sound management, engineering practices. It shall employ prudent technical and engineering practices. It shall employ advanced technology and safe and effective equipment, machinery, material and methods. The Contractor shall always act, in respect of any matter relating to this Contract, as faithful advisors to the Client and shall, at all times, support and safeguard the Client's legitimate interests in any dealings with Third Parties.

6.16 CORRUPT AND FRAUDULENT PRACTICES

- 6.16.1. The Client requires that Bidders/Contractor observe(s) the highest standard of ethics during the bidding process and during the execution of the Contract. In terms hereof, the Client:
- 6.16.1.1. shall reject the Bid of a Bidder including the Selected Bidder if he determines that the Bidder has engaged in corrupt or fraudulent or collusive or coercive, or undesirable or restrictive practices in competing for the award of Work in question.
 - 6.16.1.2. shall declare a Bidder ineligible, either indefinitely or

for a stated period of time, from participation in any tender or bidding process or for award of a contract/contracts or continuing with it after award if it, at any time, determines that the Bidder has engaged in “corrupt or “fraudulent” or “collusive” or “coercive” or undesirable or restrictive practices in competing for, or in participating the bidding process or in executing, the Contract.

6.17 DATA AND CYBER SECURITY

- 6.17.1. The data security must be ensured while rectifying the Desktop and Laptop Computers. In case of any loss of data, suitable action may be taken under the law against the contractor.
- 6.17.2. The data/ information stored in the Desktop and Laptop Computers, under repair, shall not be taken outside Client premises in any form, without written permission of the Officer in-charge. If any of the contractor’s personnel deployed in the Client is found carrying data outside Client premises without written permission, then appropriate action under the law shall be taken against him for which contractor shall be responsible.
- 6.17.3. The contractor shall not use any equipment which endangers the cyber security of the Client. If any of the contractor’s personnel deployed in the Client is found to be engaged in any activity which causes cyber security threat to the Client, then suitable action shall be taken against the Contractor under the law.

6.18 TAKING OVER / HANDING OVER OF EQUIPMENT UNDER THE CONTRACT ON EXPIRY OF TERM / TERMINATION OF THE CONTRACT

- 6.18.1 The Contractor shall take over all the equipment from the date of signing of the contract.
- 6.18.2 The Contractor shall be required to hand over all the equipment in perfect working condition on expiry/termination of the Contract, failing which the Client reserves the right to get the equipment, if found faulty, repaired from any external agencies at the cost and risk of the Contractor and the expenses incurred shall be deducted from the Performance Security and/or outstanding bills, if any, of the contractor. If the amount of Performance Security and/or outstanding bills is found inadequate, the balance amount shall be payable by the contractor to the Client within 30 days from the date of communication by the client, in this regard.

6.19 OTHER TERMS AND CONDITIONS

- 6.19.1 The Contractor shall make arrangement of the requisite documentation / maintenance of records etc. as required for processing the quarterly payment during the period of the

Contract, which may be required by him for carrying out the maintenance. He shall submit a copy of the document/maintenance records to the Client, as and when required for reference.

- 6.19.2 The Contractor shall employ all the personnel to the satisfaction of the Client. Any such person(s), not acceptable to the Client, shall immediately be replaced.
- 6.19.3 The Contractor shall get the maintenance of the equipment, including cleaning thereof, done by its maintenance staff solely at its own risk. The Client shall not, in any way, be liable to make any payment, incur any expenditure or liable to any lawsuit in any court of law for any injury or death suffered by the Contractor's maintenance staff during the Contract.
- 6.19.4 The Contractor shall observe all security measures as are applicable to the office of the Client. The client reserves the right to cancel the contract in case of breach of security regulations required to be observed by the Contractor. Any special precautions required to be taken by the Contractor shall be made known to him by the client as and when such necessity arises.
- 6.19.5 The contractor shall carry out the maintenance of the equipment as per manufacturer's guidelines/directions of Officer in-charge and shall use only standard/compatible/equivalent components for replacement. The original specification/characteristics/features of the equipment shall not be changed without prior written permission of the Client.

7. PART-VII: SPECIAL CONDITIONS OF CONTRACT

7.1 DETAILS OF WORKS UNDER THE CONTRACT

- 7.1.1. Diagnosis and rectification of defects in all the equipment shall be covered under the contract. This shall cover all defects due to any type of fault including short circuit, electrically burnt etc. However, the defect due to physical damage shall not be covered and in this regard the decision of Officer in-charge shall be final and binding.
- 7.1.2. The Contractor shall provide replacement of all the defective parts of the equipment, without any additional cost to the client. All replaced parts shall be of Original Equipment Manufacturer (OEM) make and shall be subject to inspection by the Officer in-charge of the Client before replacement. In case OEM's part is not available, then part from other reputed make may be used after written permission from Officer in-charge.
- 7.1.3. All the components of Desktop / Laptop Computers, including but not limited to, Processor (CPU), Motherboard, Memory (RAM), CD-ROM /CD Writer Drives, DVD Drives, Hard Disk Drives, Keyboard, Mouse, TFT Monitor, all internal peripheral cards / network cards,

Power supply (SMPS) unit, Laptop power adaptor, Speakers, Headphones, cables etc. shall come under the purview of the contract.

- 7.1.4. All parts of the printers except Cartridges and Toner Powder, shall be covered under the contract.
- 7.1.5. All parts of the UPSs and accessories including batteries etc. shall be covered under the contract.
- 7.1.6. All parts of the NAS shall be covered under the contract. All parts of the Aadhar Enabled Biometric Attendance Machine shall be covered under the contract.
- 7.1.7. Maintenance of Operating System (OS) and all other Software installed in the equipment shall be covered under the contract. Any problem related to OS maintenance, reloading of OS with all device drivers, system configuration & network configuration etc. shall be attended & rectified by the contractor.
- 7.1.8. Installation/reinstallation of any Software provided by the Client shall be covered under the contract.
- 7.1.9. The contractor shall perform services in a professional manner and in accordance with and up to the standards and to the entire satisfaction of Officer in-charge for the purpose.
- 7.1.10. The contractor shall be responsible for cleaning of all equipment at various offices of the Client using suitable cleaning material viz. using air vacuum cleaner, cleaning liquid, brush and soft muslin clothes to keep all equipment under this contract in good working condition. Each of the equipment has to be cleaned at least once in three months. A register shall be maintained by the contractor showing the status of cleaning of each equipment which shall be produced to the Officer in-charge duly signed by the user (with the name and designation) certifying the satisfactory service rendered by the contractor during the said period, for verification before submitting the quarterly bill.
- 7.1.11. The works also cover Formatting of Hard Disk Drive (HDD), installation of software and Data recovery from corrupt hard disc drives using data recovery tools.
- 7.1.12. Maintenance of Local Area Network (LAN) shall include but not limited to configuration, checking of cable connectivity, laying of Cables to replace faulty cables, crimping of node, Punching of IOs, etc.
- 7.1.13. All the parts of the LAN at Client location shall be covered under the contract. The contract shall be Comprehensive Maintenance Contract and covers all items needed for same except cartridges, toner required for printers and photocopiers.

7.2 EQUIPMENT UNDER MAINTENANCE CONTRACT

- 7.2.1 The tentative list of equipment to be covered under the

Maintenance Contract is given at **Annexure-I**. There may be addition or deletion of equipment in the said lists as and when required subject to the fulfilment of conditions mentioned at Clause 6.8 of this tender document.

7.2.2 The contract shall cover all the equipment on “as is where is basis” without any pre-condition.

7.2.3 All the equipment shall be deemed to be handed over to the Contractor under Contract in proper working condition once the contract is entered into.

7.3 EXECUTION OF THE CONTRACT

7.3.1 The Contractor shall depute/post at least One technically qualified Service Engineers at the Client locations during the normal working hours, i.e. from 9.30 am to 6.00 pm on all working days for providing service and attending day to day maintenance jobs. However, in special circumstances, they may be required to provide such services beyond above mentioned working hours and on holidays also, without any limit on number or days, at no extra cost to the Client. The contractor shall be solely responsible for compliance of minimum wages, PF, ESI or any other stipulation issued by Govt. from time to time.

7.3.2 The contractor shall take care of all mandatory provisions in the relevant rules/acts, etc., while making payment of salary to its deployed employees and the Client shall not be responsible for violation of any statutory provision under any circumstances.

7.3.3 The contractor shall also depute additional engineers, if required, to attend the complaint on the same day, without any extra charge.

7.3.4 The contractor shall provide services in all client locations.

7.3.5 The Service Engineer(s) should be equipped with mobile phones to ensure their availability.

7.3.6 The Service Engineer(s) must have Diploma /Certificate in Computer Hardware/networking with at least two years of experience in the IT service field.

7.3.7 The Service Engineer(s) should be competent enough to maintain the equipment under contract e.g. different types & models of laptop computers, desktop computers, printers, scanners, UPSs, computer hardware, software, operating systems like Windows Vista/ Windows 7/ Windows 8 /Windows 10, LAN infrastructure etc. They shall be equipped with all toolkits required for carrying out maintenance service.

7.3.8 The client reserves the right to verify the credential of the Service Engineers as per terms & conditions of this tender document. In case, the Service Engineer (s)does/do not meet the eligibility criteria, the client may direct the contractor to replace him/her. The contractor shall comply the directions of the client within 5 working days from the date of communication in this regard by the

client.

- 7.3.9 The shifting of the equipment for the purpose of maintenance shall be the responsibility of the Contractor.
- 7.3.10 The complaints shall be attended immediately. It shall be rectified within one working day if no replacement of parts is required, whereas if replacement of any part is required, it shall be rectified within two working days.
- 7.3.11 In case, the service engineer feels that the fault cannot be rectified within stipulated time as mentioned above then the standby equipment of good quality and similar specifications shall be immediately provided by the Contractor and the faulty equipment shall be repaired. Information about the standby provided by the Contractor shall be immediately conveyed to the Officer in charge.
- 7.3.12 If the complaint is not attended or the fault is not rectified by the Contractor within stipulated time, penalty would be levied on that particular complaint, as per Clause 7.4.
- 7.3.13 The Contractor shall maintain sufficient stock of necessary spares in the office of the Client so as to provide satisfactory and efficient service to the Client.
- 7.3.14 If an equipment/accessory/component cannot be repaired in-house and has to be sent to Contractor's workshop outside the premises of Client, prior permission shall be taken in writing before taking out any equipment for repair. In this case appropriate stand-by equipment shall be provided before taking out any equipment for repair and the data shall not be taken out except for recovery of data after specific written permission from Officer in-charge.
- 7.3.15 The service engineer of the Contractor shall get 'Gate-Pass' issued from Officer in-charge of the Client for taking out the faulty equipment/accessory/component for repair at their workshop as per the existing security instructions of Home Ministry for the premises. When the item is brought back to Client's premises after repair, it shall be the responsibility of the Contractor to route it through security for necessary entries in their records. Components taken away for outside repair must be returned within 15 days positively and also the same shall be immediately conveyed to the Officer in-charge.
- 7.3.16 The Client shall provide external hard disk for the purpose of data transfer.
- 7.3.17 The Contractor shall intimate the status of complaints pending/rectified, on daily basis, to Officer in-charge.
- 7.3.18 The Contractor shall submit a consolidated report to Officer in-charge furnishing the details of calls attended, remedial action taken & their status on monthly basis.
- 7.3.19 The Contractor shall be responsible for the presence of his

service engineer(s) and supporting personnel. Daily presence of service engineer(s) will be monitored by the Officer in-charge of the Client. In case of the absence of the service engineer(s) from their duty or reporting late for the duty, penalty would be levied on the Contractor as per Clause 7.4.

7.3.20 The Client shall provide valid licensed operating system/antivirus/application software's supplied by OEMs to the Contractor for installation / reinstallation on computers. The Contractor shall make sure that no software, given by the Client, are used elsewhere except in the equipment under contract. The Service Engineer shall return the software, provided by the Client, to the Officer in-charge after completion of the work. In case the software is not returned back, then the value of the software as per the original purchase price of the software by the Client shall be deducted from the payment of the Contractor.

7.4 PENALTY FOR DEFAULT IN SERVICE

7.4.1 If the complaint is not attended or the fault is not rectified by the maintenance engineer within stipulated time as per clause 7.3, a penalty of Rs. 200/- (Rupees two hundred only) per day of delay would be levied on that particular complaint.

7.4.2 The provision of standby unit does not absolve the Contractor from the responsibility of repairing the fault early. If after providing the standby equipment, faulty equipment is not rectified and installed back within 15 days from the day of complaint, then penalty of Rs. 200/- (Rupees two hundred only) per day of delay would be levied on that particular complaint.

7.4.3 If the service engineers to be deputed for maintenance of equipment as per Clause 7.3.1 of this tender document remains on leave or absent, a suitable substitute shall immediately be provided, failing which deduction of Rs. 500/- per day of leave/absence of such service engineer shall be made from the outstanding bills of the Contractor.

7.4.4 Only valid licensed software shall be installed in the computers. In case, instance of pirated software installation is found by the Client during the periodic audits, it may invite an imposition of Rs. 2,000/- as penalty per instance. Re-occurrence of such activity may result in termination of contract.

7.4.5 The contractor shall be responsible for taking backup of data available in Computer, before rectifying the fault and shall be responsible for reloading the same after restoration of the equipment. After restoring of Data, the backup taken shall be deleted or returned to the user/officer-in charge, as the case may be. The data back-up shall be taken in presence of the user/prior permission of the user in writing. In case of loss of data due to negligence of the contractor's personnel, suitable action including imposing financial penalty of Rs. 5000/- per instance, may be taken by the Client.

7.5 Client Address:

7.5.1 For notices and Other Correspondences, the Client's address shall be:

**Superintending Engineer (Services),
Northern Regional Power Committee (NRPC),
18-A, Qutab Institutional Area, SJSS Marg, Katwaria Sarai,
New Delhi – 110016
Phone: 011-26851794/26521046
Email: sec-nrpc@nic.in
Website: www.nrpc.gov.in**

8. PART-VIII: ANNEXURES

ANNEXURE-I

LIST OF EQUIPMENTS

i. **SERVER**

Sr. No.	Details	Quantity
1	Dell Poweredge T610	1
2	HP Proliant DL380 Gen 10 (OEM Warranty upto March, 2022)	1
Total Quantity		2

ii. **DESKTOP COMPUTERS**

Sr. No.	Details	Quantity
1	Dell Optiplex 990	5
2	Dell Optiplex 780	3
3	Dell Optiplex 760	15
4	Lenovo Think Centre 9439DP2	2
5	HP Compaq DX7400	1
6	Dell Optilex 3060 (OEM Warranty upto May, 2022)	6
7	Dell Optilex 7050 (OEM Warranty upto March, 2021)	5
	Total	37
	Quantity	

iii. **PRINTERS**

Sr. No.	Details	Quantity
1	HP LaserJet M1522nf	2
2	HP LaserJet P1007	12
4	HP Colour LaserJet 1515n	3
5	HP Deskjet MF 3545	1

Sr. No.	Details	Quantity
6	HP Color Laserjet Pro M452DW	1
7	HP MOBILE PRINTER 100	1
8	Samsung Printer Xpress M2876ND series (OEM Warranty upto March, 2020)	10
9	Samsung Printer Xpress M2876ND series (OEM Warranty upto October, 2020)	1
10	Sharp Multifuntion Printer MX-M464N	1
11	HP laserjet MFP E82550dn (OEM Warranty upto March, 2020)	1
12	Canon ImageRunner 2318L Printer, Copier	1
13	Canon IR2525 Printer, Copier	1
	Total Quantity	35

iv. LAPTOPS

Sr. No.	Details	Quantity
1	HP Elite 2530	1
2	HP 6530	2
3	Dell Vostro 2420	2
	Total Quantity	5

v. UPS

Sr. No.	Details	Quantity
1	Uniline 20 kVA	1
2	APC 3 kVA Online	1
	Total Quantity	2

vi. SCANNER

Sr. No.	Details	Quantity
1	Canon Lide 100	3
2.	HP Scanjet Pro 3000S3	1

Total Quantity	4
-----------------------	----------

vii. LAN EQUIPMENTS

Sr. No.	Details	Quantity
1	Wireless Router D-link DIR-605L	2
2	Network Switch 24 Port Dax Network DX-5024GS	3
3	Network Switch 24 Port Linksys SRW224G4	2
4	Network Switch 5 Port D-link	1
5	LAN cable, Patch Chords, IOs etc. (Approx. 100 nodes)	1
6	Netgear WiFi Router R6400 AC1750	3
Total Quantity		12

viii. NETWORK ATTACHED STORAGE

Sr. No.	Details	Quantity
1	Network Attached Storage (NAS) Seagate 4TB	1
Total Quantity		1

ix. Biometric Wall Mount Attendance Machine

Sr. No.	Details	Quantity
1	Android Based Biometric Wall Mount Attendance Machine, MANTRA MFSTAB	2
Total Quantity		2

FORMAT FOR BID ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

To,
Superintending Engineer
(Services)

Northern Regional Power Committee
18-A, Qutab Institutional Area, SJSS Marg,
Katwaria Sarai,
New Delhi – 110016

Sub: **Acceptance of Terms & Conditions of the Tender Document**

Tender Name & Reference No:

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender' 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 document(s) from Page No. _____ to _____ (including all documents like annexure(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) / Addendum (s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the conditions of above mentioned tender document(s) / corrigendum(s)/Addendum (s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said Bid Security deposit absolutely.

Yours Faithfully,

(Signature & Seal of the Bidder)

FORMAT FOR BIDDER INFORMATION

1. Name of the Bidder		
2. Full Address & Contact Details of the Bidder		
3. Name of the Authorized Signatory for this Bid		
4. Bidder's proposal number and date		
5. Name & address of the person to whom all references shall be made regarding this tender:		
(a) Telephone		
(b) Fax No.		
(c) E-mail		
(d) Mobile		
Bidder		
Signature of the Authorized Signatory		
Name:		
Designation:		
Date:		
Company Seal:		
WITNESSES		
	Witness 1	Witness 2
Signature:		
Name:		
Address:		
Date:		

SCHEDULE OF DEVIATIONS

(Please note that Client will not evaluate any deviation mentioned elsewhere in the bid except as mentioned hereunder)

We have carefully gone through the requirements of General Conditions of Contract (Part-VI of the tender document) and Special Conditions of Contract (Part-VII of the tender document) for Maintenance of Desktop Computers & associated peripherals, Laptop Computers and LAN in NRPC and hereby confirm that all the requirements of specifications contained in the tender document are agreed by us expect for the following deviations:

Sr. No.	Clause No. / Page No.	Tender Requirement	Deviation
1.			
2.			
3.			
4.			
5.			
6.			

(If left blank it shall be construed that there is no deviation from the Terms & Conditions of the tender document)

(Signature & Seal of the Bidder)

ANNEXURE-V

DETAILS OF WORK EXPERIENCE, TURNOVER AND PROFIT

Financial Details (As per Clause 1.3.1 and 1.3.2)

Pre-Qualification Condition	Financial Year	Value (Rs. In Crores)
Annual Revenue in India	2016-17	
	2017-18	
	2018-19	
Net Profit after tax	2016-17	
	2017-18	
	2018-19	

Work Experience (As per Clause 1.3.3)

Name & Address of the organization/firm	Order No. & Date	Value of the Order	Date of Completion

Note: Upload the signed & scanned copies of the Work Order / Letter of Award in support of the above.

(Signature & Seal of the Bidder)

**DETAILS OF ANNUAL MAINTENANCE CONTRACTS SUCESSFULLY
EXECUTED IN LAST THREE YEARS**

(As per Clause 1.3.4)

Sl. No.	Name of Organization (s)	Contract Period	Value of AMC(in Lakh Rs.)	Contact details of the organization (s)
		From	To	

Note: Upload the signed & scanned copies of the Work Order / Letter of Award in support of the above.

(Signature & Seal of the Bidder)

ANNEXURE-VII

DETAILS OF ANNUAL MAINTENANCE CONTRACTS PRESENTLY UNDER EXECUTION

(As per Clause 1.3.6)

Sl. No.	Name of Organization (s)	Date & Period of Contract	Value of AMC (in Lakh Rs.)	Contact details of the organization (s)

Note: Upload the signed & scanned copies of the Work Order / Letter of Award in support of the above.

(Signature & Seal of the Bidder)

ANNEXURE-VIII**BILL OF QUANTITY (BoQ)**

S. No.	Item Description		No. of Equipment	Units	Maintenance Period in months	Unit Rate per month per equipment (in Rs.)	Amount in Figures (in Rs.)	Amount in Words
1	1	2	3	4	5	6	7	8
Details of equipments								
1.	Server	Dell PoweredgeT610	1	Nos.	24			
2.	Server	HP Proliant DL380 Gen 10	1					
3.	Computer	Dell Optiplex990	5	Nos.	24			
4.	Computer	Dell Optiplex780	3	Nos.	24			
5.	Computer	Dell Optiplex760	15	Nos.	24			
6.	Computer	Lenovo Think Centre 9439DP2	2	Nos.	24			
7.	Computer	HP CompaqDX7400	1	Nos.	24			
8.	Computer	Dell Optiplex 3060	6	Nos.	24			
9.	Computer	Dell Optiplex 7050	5	Nos.	24			
10.	Printer	HP Laser jet M1522nf	2	Nos.	24			
11.	Printer	HP Laser jet P1007	12	Nos.	24			
12.	Printer	HP Colour Laserjet1515n	3	Nos.	24			
13.	Printer	HP MOBILE PRINTER 100	1	Nos.	24			
14.	Printer	HP Color Laserjet Pro M452DW	1	Nos.	24			
15.	Printer	HP Deskjet MF 3545	1	Nos.	24			
16.	Printer	Samsung Printer M267X287X series	10	Nos.	24			
17.	Printer	Samsung Printer M2676ND series	1	Nos.	24			
18.	Printer	Sharp Multi Function Printer MX-M464N	1	Nos.	24			
19.	Printer	HP Laserjet MFPE82550dn	1	Nos.	24			
20.	Printer	Canon ImageRunner 2318L	1	Nos.	24			
21.	Printer	Canon ImageRunner 2525	1	Nos.	24			
22.	Laptop	HP Elite 2530	1	Nos.	24			
23.	Laptop	HP 6530	2	Nos.	24			

S. No.	Item Description		No. of Equipment	Units	Maintenance Period in months	Unit Rate per month per equipment (in Rs.)	Amount in Figures (in Rs.)	Amount in Words
24.	Laptop	Dell Vostro 2420	2	Nos.	24			
25.	UPS	Uniline 20KVA	1	Nos.	24			
26.	UPS	APC 3KVA Online	1	Nos.	24			
27.	Scanner	Cannon Lide100	3	Nos.	24			
28.	Scanner	HP Scanjet Pro 3000S3	1	Nos.	24			
29.	Wireless Router	D-link DIR-605L	2	Nos.	24			
30.	24 Port Switch	Dax Network DX-5024GS	3	Nos.	24			
31.	24 Port Switch	Linksys SRW224G4	2	Nos.	24			
32.	5 Port Switch	D-link	1	Nos.	24			
33.	Wireless Router	Netgear R6400 AC1750	3	Nos.	24			
34.	LAN	LAN cable, Patch Chords, IOs etc. (Approx. 100 nodes)	1	Lump Sum	24			
35.	NAS	Seagate 4TB	1	Nos.	24			
36.	Biometric Wall Mount Attendance Machine	MANTRA MFSTAB	2	Nos	24			
		Total Amount in Words						
		Total Amount in Figures						

1. The above mentioned Price bid format is provided as BoQ_XXXX.xls along with this tender document at <http://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BoQ_XXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the Financial Bid. **Bidder shall not tamper/modify downloaded price bid template in any manner.** In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and Bid Security would be forfeited and tenderer is liable to be banned from doing business with the Client.
2. The rates shall be quoted in Indian Rupee only.
3. In case of any discrepancy in the **“Total Amount in Figures”** and **“Total Amount in Words”**, the **“Total Amount in Words”** shall be considered for

evaluation.

4. The evaluation shall be based on the **“Total Amount in Words”**
5. The quoted rates shall remain firm.
6. The Evaluated Total Amount for the Bid shall be the total amount worked out after considering discrepancies, if any.
7. The Bidder shall quote for all the items mentioned at BoQ failing which the Bid shall be rejected.
8. **The unit rate for each equipment mentioned in above BoQ shall be quoted exclusive of applicable taxes.**

FORMAT OF PERFORMANCE SECURITY

To
Superintending Engineer
(Services)
Northern Regional Power Committee
18-A, Qutab Institutional Area, SJSS Marg,
Katwaria Sarai,
New Delhi – 110016

Ref: _____

Date _____

Bank Guarantee No. _____

To

1. Against contract Acceptance of the Tender No: _____ covering _____ (hereinafter called the said 'contract') entered into between the President of India acting through The Member Secretary, NRPC, New Delhi - 110066 or its authorized representative (hereinafter called the Client) and _____ (hereinafter called the Contractor) this is to certify that at the request of the Contractor we _____ Bank Ltd., are holding in trust in favour of the Client, the amount of _____ (write the sum here in words) to indemnify and keep indemnified the Client against any loss or damage that may be caused to or suffered by the Client by reason of any breach by the Contractor of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of the Client, whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Contractor and the amount of loss or damage that has been caused or suffered by the Client, shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Client.

2. We _____ Bank Ltd, further agree that the guarantee herein contained shall remain in full force and shall be effective till _____ hereinafter called the said date and that if any claim accrues or arises against us _____ Bank Ltd, by virtue of this guarantee before the said date, the same shall be enforceable against us _____ Bank Ltd. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the Client.

3. It is fully understood that this guarantee is effective from the date of the said contract and that we _____ Bank Ltd, undertake not to revoke this guarantee during its currency without the consent in writing of the Client.

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

5. We _____ Bank Ltd, further agree that the Client shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Client against the said Contractor and to forbear or enforce any of the terms and conditions relating to he said contract and we, _____ Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Contractor or for any forbearance by the Client to the said Contractor or for any forbearance or omission on the part of the Client or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision, have the effect of so releasing us from our liability under this guarantee.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

Place _____

Signature

Witness _____
Printed name _____
(Bank's common seal)

Date _____

CONTRACT AGREEMENT FORMAT

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

THIS AGREEMENT made

the [insert: **number**] day of [insert: **month**], [insert: **year**].

BETWEEN

- (1) [insert complete name of Client], a [insert description of type of legal entity, for example, an agency of the Ministry of of the Government of {insert name of Country of Client}, or corporation incorporated under the laws of {insert name of Country of Client}] and having its principal place of business at [insert address of Client] (hereinafter called “the Client”), of the one part, and
- (2) [insert name of Contractor], a corporation incorporated under the laws of [insert: country of Contractor] and having its principal place of business at [insert: address of Contractor] (hereinafter called “the Contractor”), of the other part:

WHEREAS the Client is desirous of entrusting to the Contractor for the Maintenance Contract of Desktop Computers & Associated Peripherals, Laptop Computers, UPS and LAN in Northern Regional Power Committee and whereas the Contractor has agreed to provide such services for the sum of ` _____ (Rupees _____ only)(hereinafter called “the Contract Amount”) exclusive of applicable Taxes for a period of two years from _____ to _____(both days inclusive).

The Client and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
 - (a) the tender document
 - (b) the Client’s Letter of Award
 - (c) the uploaded bid by the Bidder on the CPP portal.

- (d) the Addenda / Corrigenda Nos. _____ (if any)
- (e) Special Conditions of Contract
- (f) General Conditions of Contract
- (g) the completed Annexures (including Financial Bid(BoQ))
- (h) any other document listed in General Conditions of Contract and Special Conditions of Contract as forming part of the Contract

3. In consideration of the payments to be made by the Client to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Client to provide the services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Client hereby covenants to pay the Contractor in consideration of the provision of the services and the remedying of defects therein, the Contract Amount or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Client

Signed: *[insert signature]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

For and on behalf of the Contractor

Signed: *[insert signature of authorized representative(s) of the Contractor]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*