

REQUEST FOR PROPOSAL

RFP INITIATED BY	The Commanding Officer INS Valsura Jamnagar - 361 150 Gujarat. India Tele 1: +91 288 3987 277 Tele 2: +91 288 3987 280 Tele 3: +91 288 3987 281 Fax: +91 288 3987 422 +91 288 2522 053 Email: pdinsvalsura@navy.gov.in
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INVITATION OF BIDS FOR ANNUAL MAINTENANCE CONTRACT (2017-19) FOR INFORMATION TECHNOLOGY ASSETS OF INS VALSURA

Request for Proposal (RFP) Number ITS/110 (O)3 dated – 17 Aug 17

1. Bids in sealed cover are invited for the services listed in Part II of this RFP. Please superscribe 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) Bids/queries to be addressed to: **Commanding Officer (for Officer-in-Charge, IT School).**
 - (b) Postal address for sending the Bids: -

The Commanding Officer (for Officer-in-Charge, IT School) INS Valsura Jamnagar - 361 150 Gujarat. India

(c) Name, designation, telephone numbers, Email IDs and fax numbers of the contact personnel: -

Ser	Name	Designation	Contact Details
(i)	Lt Cdr Gautam Srivastava	Senior Instructor, IT School	Tele: +91 288 3987 279 / 80 Fax: +91 288 3987 422 +91 288 2522 053 Email: pdinsvalsura@navy.gov.in
(ii)	Asst Comdt Deepak Singh Kathait	Senior Instructor, IT School	Tele: +91 288 3987 279 / 80 Email: pdinsvalsura@navy.gov.in
(iii)	Praveen Saxena, CHMECH(P)	Budget-in-Charge	Tele: +91 288 3987 281 Email: pdinsvalsura@navy.gov.in

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.

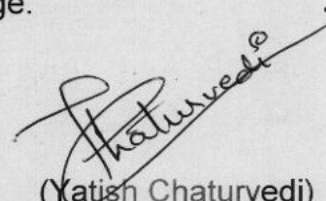
(b) **Part II.** Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.

(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.



(Yatish Chaturvedi)

Lt Cdr

Officer-in-Charge (AOD) IT School
for Commanding Officer

File : ITS/110 (O)3

Date : 17 Aug 17

IMPORTANT NOTES

1. All the dates in this RFP have been mentioned in DD-MM-YYYY format and time has been mentioned in 24Hrs HHMM format.
2. The term 'Buyer', for the purpose of this document and unless repugnant to the context, shall refer to Commanding Officer, INS Valsura. The term 'Bidder', for the purpose of this document and unless repugnant to the context, shall refer to the highest authority in the Firm responding to this RFP and shall, if selected by the Buyer, supply the services/goods called for.
3. Standard terms, conditions, rules and regulations, financial or otherwise, of the Indian Navy, Ministry of Defence and Government of India apply over and above and in addition to the content stated in this document.
4. Commanding Officer, INS Valsura may withdraw/modify this documents and its part(s) there-of or render the whole document invalid without any notice. Any loss, financial or otherwise, due to the same or non-communication of the same will not be attributable to the Commanding Officer, INS Valsura, Indian Navy, Ministry of Defence or Government of India in any manner what-so-ever.
5. ***(All bidders should explicitly express their consent to all conditions of all parts of RFP in their bids failing which, the bids are liable to be disqualified for the tender)***

PART I – GENERAL INFORMATION

Submission/Opening of Tenders

1. **Last Date and Time for Depositing Bid:** The sealed Bids (both **Technical and Commercial**) should be deposited/reach the postal address of the Buyer by **1200 Hrs on 08-09-2017**. The responsibility to ensure this lies with the Bidder.
2. **Manner of Depositing Bids:** Sealed Bids should be either dropped in the Tender Box marked as **"BID FOR ANNUAL MAINTENANCE CONTRACT (2017-19) FOR INFORMATION TECHNOLOGY ASSETS AT INS VALSURA"** or sent by registered post at the address of the buyer mentioned earlier in the document 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 Email 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:** The Bids shall be opened at **1500 hrs on 08-09-2017** (If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer).
4. **Location of Tender Box:** The tender box shall be placed at **Main Gate, Visitor Room of INS Valsura**. Only those Bids that are found in the tender box will be opened. Bids dropped in the wrong tender box will be rendered invalid.
5. **Place for Opening of Bids:** The Bid shall be opened at **Conference Hall, Admin Block in INS Valsura**. 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 any representatives.
6. **Two-Bid System:** ***This case will be pursued as a two bid system.*** Only the Technical Bid would be opened on the time and date mentioned above. Date of opening of the Commercial Bid will be intimated after acceptance of the Technical Bids. Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by the Buyer. The bidder should clearly accept all the terms and conditions of the RFP. Technical Bid with EMD and Commercial Bid are to be sealed separately in to different envelopes with name of Tender and Firm marked on it.
7. **Forwarding of Bids:** Bids should be forwarded by Bidders under their original memo /letter pad inter alia furnishing details like TIN number, GST number, Bank address (Nationalised Banks only) with EFT account if applicable, etc. and complete postal and email address of their office.
8. **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 Buyer will be sent to all prospective Bidders who have received the Bidding documents. **A Pre bid meeting will be held on 31-08-2017 at 1500 Hrs to have a better clarifications on all aspects of the AMC and scope of work.**

9. **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 Buyer 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.
10. **Clarification Regarding Contents of the Bids:** During evaluation and comparison of Bids, the Buyer may, at his discretion, ask the Bidder for clarification of his Bid. The request of clarification will be given in writing and no change in price or substance of the Bid will be sought, offered or permitted. No post-bid clarification on the initiative of the Bidder will be entertained.
11. **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.
12. **Unwillingness to Quote:** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.
13. **Validity of Bids:** The Bids should remain valid till **180 days** from the last date of submission of the Bids.
14. **Earnest Money Deposit:** Bidders are required to submit Earnest Money Deposit (EMD) for amount of **Rs 90,000 (Rupees Ninety Thousand Only)** in favour of Principal Controller of Defence Accounts (Navy), Mumbai, payable at Mumbai, along with their bids. **The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial banks** {in accordance with rule 170(i) of GFR-17}. EMD is to remain valid for a period of **45 days** beyond the final Bid validity period. EMDs of the unsuccessful Bidders will be returned to them at the earliest after expiry of the final Bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful Bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself. The EMD will be forfeited if the Bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender.

PART II – ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

1. **Schedule of Requirements:** A detailed list of IT Assets and Networking Components which to be covered under the Annual Maintenance Contract is placed at **Appendix A** to this Document.
2. **Technical Details:** Scope of work and the QRs of the manpower required to undertake the maintenance contract is placed at **Annexure 1** to this Document.
3. **Two-Bid System:** In respect of two-Bid system, Bidders are required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specification, if any. The Bidders are advised to submit the details of Technical Bid and Commercial bid in the format placed in **Appendix B and Appendix C respectively. The Commercial bid and the Technical bid should be submitted in sealed envelopes SEPARATELY.**
4. **Delivery Period:** The comprehensive AMC services to be provided on daily basis except Sunday and holidays observed by INS Valsura. The contract should be commencing within **07 days** from the effective date of signing of contract by both the Buyer and the Contractor. Please note that Contract can be cancelled unilaterally by the Buyer in case items/services are not commenced within the contracted period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.
5. **INCOTERMS for Delivery and Transportation (“E” / “F” / “C” / “D” Terms):** Unless otherwise specifically agreed to by the Buyer and the Seller and incorporated in the contract, the applicable rules & regulations for transportation of goods from foreign countries will be as per the contemporary version of International Commercial Terms (INCOTERMS) evolved by International Chamber of Commerce, Paris. Definition of Delivery Period is given below:-

Ser	Terms of Delivery	Date of Delivery
(a)	Local Delivery at Site	The date on which the delivery is made at the consignee's site mentioned in the contract.
(b)	Ex-Works	The date the Seller delivers the goods to the Buyer at Seller's factory / premises.
(c)	F.O.B. Port of Shipment	The date on which the Seller delivers the goods on vessel's board at the specified port of shipment. This date is reflected in Bill of Lading.
(d)	C.I.F. Port of Destination	The date on which the goods actually arrived at the Destination Port.

6. **Consignee Details:-**

The Commanding Officer
(for Office-in-Charge, IT School)
INS Valsura
Jamnagar - 361 150, Gujarat, India

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:** This document and submitted bids in response will be a binding Contract. The Contract shall be considered 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 respective documents and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
3. **Arbitration:** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute/disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM-7, DPM-8 and DPM-9 (Available in MoD website and can be provided on request).
4. **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 favour or disfavour 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 favour 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.
5. **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; nor 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 incorrect or 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 a 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 along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

6. **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.

7. **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.

8. **Liquidated Damages:** The BUYER may deduct from the SELLER as agreed, liquidated damages as follows:

(a) **Non Compliance of stocking spares would attract LD @ of 0.5 percent per week of the value of value of the spare which is not kept as RU spare.** The value of stock will be decided by the BUYER as per the prevailing rates.

(b) A penalty for absence of each day for each engineer will be imposed for being absent for all working days as observed by the unit concerned. Non-adherence to the same would entail the contractor liable to monetary penalty, which will be deductible from the contract amount at the **rate of 0.01% of the contract amount for each person per day** the service engineer is not available.

(c) In the event of the SELLER's failure to submit the Bonds, Guarantees and Documents, conduct trials, installation of equipment 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 (0.1%) of the value of the delayed submission of bond, guarantee/ documents/ undelivered stores/ services for every week of delay**, subject to the maximum value of the Liquidated Damages being not higher than **10%** of the value of bond/ guarantee/ documents/ delayed services/ stores.

(d) Maximum repair turnaround time and downtime financial liability for PC and other IT equipment/system would be as mentioned below:

<u>Ser</u>	<u>Description of Systems</u>	<u>Max Permissible Downtime</u>	<u>Downtime charges Per Day</u>
1	Cisco UCS MINI 5108 with 04 in no	12 Working Hours	200

	Blade servers		
2	EMC VNXe 3200	12 Working Hours	200
3	HP PROLIANT DL360 G5	One day	150
4	HP PROLIANT DL580 G5	One day	150
5	HP PROLIANT DL180 G5	One day	150
6	Assembled Storage Server	One day	50
7	WIPRO (Tower server)	One day	100
8	HCL (Tower server)	One day	100
9	IBM BLADE CENTER-E 8677 with 08 in no blade servers	One day	200
10	CISCO Catalyst L3 Switch	Two days	50
11	CISCO/WS-2950G-24	Two days	50
12	CISCO/WS-C4506 (2*6)	Two days	50
13	CISCO/SG300-28	Two days	50
14	D-LINK/DGS-3100-24	Two days	50
15	D-LINK/DGS-3100-48	Two days	50
16	D-LINK/DES-3200-28	Two days	50
17	D-LINK/DGS-3200-26	Two days	50
18	D-LINK/ DES-3526	Two days	50
19	DIGISOL/GS-1528-24	Two days	50
20	D-LINK/DGS-1210-28	Two days	50
21	D-LINK/DGS-3100-28	Two days	50
22	D-LINK/ DES-3200-26	Two days	50
23	HP/ Thin PRO Thin Client	Three days	20
24	HCL / INTEL Atom D 2500 Thin Client	Three days	20
25	Personal Computers	Two days	20
26	Laptops	Two days	20
27	Scanner	Four days	20
28	Multi-Function Printer	Three days	20
29	Laser jet Printer	Two days	20
30	Deskjet Printer	Two days	20
31	Dot Matrix Printer	Two days	20
32	Fax Machine	One day	50
33	UPS	Four days	10
34	VPU	Five days	10
35	Workstation	Two days	20
36	Network Components	Two days	10
37	UTP Cable	Three days	08
38	OFC cable	Three days	05

(e) In case the firm fails to repair/ provide replacement within the downtime mentioned in the contract, customer will be at liberty to get the system repaired through an alternate source and debit the charges from the consolidated AMC charges payable. This office shall entertain no correspondence or counter claim in this regard.

9. **Termination of Contract:** The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases: -

(a) The delivery of the material is delayed for causes not attributable to Force Majeure for more than **two months** after the scheduled date of delivery.

(b) The Seller is declared bankrupt or becomes insolvent.

(c) The delivery of material is delayed due to causes of Force Majeure by more than **two months** provided Force Majeure clause is included in contract.

(d) The Buyer has noticed that the Seller has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.

(e) As per decision of the Arbitration Tribunal.

(f) In the event of repair work being found unsatisfactory and as reported by the user in writing.

(g) Any other reasons which affects the quality of service under the terms of the contract.

10. **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 of the party to whom it is sent.

11. **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.

12. **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.

13. **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.

14. **Taxes and Duties:** The following shall apply in relation to Taxes and Duties for all indigenous bidders: -

(a) **In respect of Indigenous bidders**

General:-

(i) If Bidder desires to ask for excise duty or GST 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.

(ii) 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 entreated after the opening of tenders.

(iii) **The bidder no longer has the option to quote all inclusive rates as per amendment 1/2015 to DPM-2009 issued by MoD (Fin), New Delhi letter dated 10 Nov 2015.**

(iv) 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 leviable 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.

(v) 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.

(b) Customs Duty:-

(i) For imported stores offered against forward delivery, the Bidder shall quote prices thereof exclusive of customs duty. The Bidder shall specify separately the C.I.F. prices and total amount of customs duty payable. They will also indicate correctly the rate of customs duty applicable along with Indian Customs Tariff Number. Customs duty as actually paid will be reimbursed on production of necessary documents i.e.:-

(aa) Triplicate copy of the bill of entry.

(ab) Copy of bill of lading.

(ac) Copy of foreign principal's invoice.

(ii) However, if the Bidder imports the stores in question against his own commercial quota Import Licences, he will also be required to submit in addition the triplicate copy of bills of entry etc. a certificate from his Internal Auditor on the bill itself, to the effect that the following items/quantity in the bill of entry related to the stores imported against Defence Buyer contract number ITS/110 (O)3 dated XX XXX 17

(iii) Subsequent to the reimbursement of customs duty, the Bidder will submit to the concerned Payment Authority a certificate to the effect that he has not obtained any refund of customs duty subsequent to the payment of duty to the Customs authority by him. In addition, he shall also submit to the Paying Authority concerned a certificate immediately after a period of three months from the date of payment of the duty to customs authorities to the effect that he has not applied for refund of the customs duty subsequent to the payment of duty to the customs authorities by him.

(iv) In case the Bidder obtains any refund of customs duty, subsequently to the payment of the same by him to the customs authorities and reimbursement of the customs duty to him by the Payment Authority, he should forthwith furnish the details of the refund obtained and afford full credit of the same to the Buyer.

(c) **Excise Duty:-**

(i) Where the excise duty is payable on advalorem basis, the Bidder should submit along with the tender, the relevant form and the Manufacturer's price list showing the actual assessable value of the stores as approved by the Excise authorities.

(ii) Bidders should note that in case any refund of excise duty is granted to them by Excise authorities in respect of Stores supplied under the contract, they will pass on the credit to the Buyer immediately along with a certificate that the credit so passed on relates to the Excise Duty, originally paid for the stores supplied under the contract. In case of their failure to do so, within 10 days of the issue of the excise duty refund orders to them by the Excise Authorities the Buyer would be empowered to deduct a sum equivalent to the amount refunded by the Excise Authorities without any further reference to them from any of their outstanding bills against the contract or any other pending Government Contract and that no disputes on this account would be raised by them.

(iii) The Seller is also required to furnish to the Paying Authority the following certificates:-

(aa) Certificate with each bill to the effect that no refund has been obtained in respect of the reimbursement of excise duty made to the Seller during three months immediately preceding the date of the claim covered by the relevant bill.

(ab) Certificate as to whether refunds have been obtained or applied for by them or not in the preceding financial year after the annual Audit of their accounts also indicating details of such refunds/applications, if any.

(ac) A certificate along with the final payment bills of the Seller to the effect whether or not they have any pending appeal/protest for refund or partial refund of excise duties already reimbursed to the Seller by the Government pending with the Excise authorities and if so, the nature, the amount involved, and the position of such appeals.

(ad) An undertaking to the effect that in case it is detected by the Government that any refund from Excise Authority was obtained by the Seller after obtaining reimbursement from the Paying Authority, and if the same is not immediately refunded by the Seller to the Paying Authority giving details and particulars of the transactions, Paying Authority will have full authority to recover such amounts from the Seller's outstanding bills against that particular contract or any other pending Government contracts and that no dispute on this account would be raised by the Seller.

(iv) Unless otherwise specifically agreed to in terms of the contract, the Buyer shall not be liable for any claim on account of fresh imposition and/or increase of Excise Duty on raw materials and/or components used directly in the manufacture of the contracted stores taking place during the pendency of the contract.

(d) **GST:-**

(i) If it is desired by the Bidder to ask for GST to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the Bid, it will be presumed that the prices quoted by the Bidder are inclusive of GST and no liability of GST will be developed upon the Buyer.

(ii) On the Bids quoting GST extra, the rate and the nature of GST applicable at the time of supply should be shown separately. GST will be paid to the Seller at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to GST and the same is payable as per the terms of the contract.

(e) **Octroi Duty & Local Taxes:-**

(i) Normally, materials to be supplied to Government Departments against Government Contracts are exempted from levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies. The local Town/Municipal Body regulations at times, however, provide for such Exemption only on production of such exemption certificate from any authorised officer. Seller should ensure that stores ordered against contracts placed by this office are exempted from levy of Town Duty/Octroi Duty, Terminal Tax or other local taxes and duties. Wherever required, they should obtain the exemption certificate from the Buyer, to avoid payment of such local taxes or duties.

(ii) In case where the Municipality or other local body insists upon payment of these duties or taxes the same should be paid by the Seller to avoid delay in supplies and possible demurrage charges. The receipt obtained for such payment should be forwarded to the Buyer without delay together with a copy of the relevant act or bylaws/notifications of the Municipality of the local body

concerned to enable him to take up the question of refund with the concerned bodies if admissible under the said acts or rules.

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 Bid submitted by the Bidder.

1. **Performance Guarantee:** The Bidder may be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank/ Nationalised bank for a sum equal to **10 % (Ten percent) of the contract value within 30 days of receipt of the confirmed supply order/ signing of the contract.** Performance Bank Guarantee should be valid for a period of **38 months** from the date of commencement of the contract. The PBG should be drawn in favour of **Principal Controller of Defence Accounts (Navy), Mumbai.** The specimen of PBG is given in Form DPM-15 is placed at **Appendix-D**
2. **Option Clause:** The contract will have an Option Clause, wherein the Buyer can exercise an option to procure an additional 50% of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the Buyer to exercise this option or not.
3. **Earnest Money Deposit:** Bidders are required to submit Earnest Money Deposit (EMD) of Rs 90,000 (Rupees Ninety Thousand Only) **in favour of Principal Controller of Defence Accounts (Navy), Mumbai, payable at Mumbai,** along with their bids in a separate envelope.
4. **Repeat Order Clause:** The contract will have a Repeat Order Clause, wherein the Buyer can order upto 50% quantity of the items under the present contract within six months from the date of supply/successful completion of this contract, the cost, terms & conditions remaining the same. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of the Buyer to place the Repeat order or not.
5. **Tolerance Clause:** To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, Buyer reserves the right to 50% plus/minus increase or decrease the quantity of the required goods upto that limit without any change in the terms & conditions and prices quoted by the Seller. While awarding the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.
6. **Payment Terms:** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS is at Form DPM-11 (Available in MoD website and can be given on request). The payment will be made as following terms, on production of the requisite documents: -
 - (a) **Stage-wise payments:** Quarterly payment on issue of user inspection certificate/ work completion certificate by the user. While every endeavor will be made to ensure that the payments are made at the earliest, delay in the same if any, and shall not be held against the purchaser.

(b) All defects registered during that quarter and all carry forward defect of the previous quarter (if any) have been rectified. The quarterly preventive/breakdown maintenance for the period of last quarter has been carried out and all IT hardware are operational, except those that are currently under repair by the Contractor. The satisfactory maintenance certificate is received by contract operating officer from unit/department as desired.

7. **Advance Payments:** No advance payment(s) will be made.

8. **Paying Authority:** The paying authority will be as follows:-

The Principal Controller of Defence Accounts (Navy)
Office of the PCDA (Navy)
Imprest Section
No.1, Co-operage Road
Mumbai - 400 039

(a) The payment of bills will be made on submission of the following documents by the Seller to the Paying Authority along with the bill:-

- (i) Ink-signed copy of contingent bill / Seller's bill.
- (ii) Ink-signed copy of Commercial invoice / Seller's bill.
- (iii) Copy of Supply Order/Contract with U.O. number and date of IFA's concurrence, where required under delegation of powers.
- (iv) CRVs in duplicate.
- (v) Inspection note.
- (vi) Claim for statutory and other levies to be supported with requisite documents / proof of payment such as Excise duty challan, Customs duty clearance certificate, Octroi receipt, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc as applicable.
- (vii) Exemption certificate for Excise duty / Customs duty, if applicable.
- (viii) Bank guarantee for advance, if any.
- (ix) Guarantee / Warranty certificate.
- (x) Performance Bank guarantee / Indemnity bond where applicable.
- (xi) DP extension letter with CFA's sanction, U.O. number and date of IFA's concurrence, where required under delegation of powers, indicating whether extension is with or without LD.
- (xii) Details for electronic payment as per mandate form given in Form DPM-11
- (xiii) Xerox copy of PAN card of the seller.

(xiv) User Acceptance.

(xv) Xerox copy of PBG.

(xvi) Any other document / certificate that may be provided for in the Supply Order / Contract, If any.

(Note – From the above list, the documents that may be required depending upon the peculiarities of the procurement being undertaken, may be included in RFP)

9. **Fall Clause:** The following fall clause will form part of the contract which will be placed on successful Bidder:-

(a) The price charged for the stores supplied under the contract by the Seller shall in no event exceed the lowest prices at which the Seller sells the stores or offer to sell stores of identical description to any persons/Organisation including the purchaser or any department of the Central government or any Department of state government or any statutory undertaking the central or state government as the case may be during the period till performance of all supply Orders placed during the currency of the rate contract is completed.

(b) If at any time, during the said period the Seller reduces the sale price, sells or offer to sell such stores to any person/organisation including the Buyer or any Deptt, of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, the shall forthwith notify such reduction or sale or offer of sale to the Director general of Supplies & Disposals and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced. The above stipulation will, however, not apply to:-

(i) Exports by the Seller.

(ii) Sale of goods as original equipment at price lower than lower than the prices charged for normal replacement.

(iii) Sale of goods such as drugs which have expiry dates.

(iv) Sale of goods at lower price on or after the date of completion of sale/placement of the order of goods by the authority concerned under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Govt. Depts, including their undertakings excluding joint sector companies and/or private parties and bodies.

(c) The Seller shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the Rate contract – "We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government under the contract herein and such stores have not been offered/sold by me/us to any person/organisation including the purchaser or any department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central or state Government as the case may be upto the date of bill/the date of completion of supplies against all supply orders placed during the currency of the Rate Contract at price lower than the price charged to the

government under the contract except for quantity of stores categories under sub-clauses (a),(b) and (c) of sub-para (ii) above details of which are given below:-

10. **Risk & Expense Clause:** The risk and expense clauses shall be as follows:-

(a) Should the stores or any instalment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores or any instalment thereof, the Buyer shall after granting the Seller the days as per delivery period to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

(b) Should the stores or any installment thereof not perform in accordance with the specifications / parameters provided by the SELLER during the check proof tests to be done in the BUYER's country, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.

(c) In case of a material breach that was not remedied within delivery period, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good:-

(i) Such default.

(ii) In the event of the contract being wholly determined the balance of the stores remaining to be delivered there-under.

(d) Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER. Such recoveries shall not exceed **10%** of the value of the contract value.

(e) ***In case the firm fails to repair/ provide replacement within the downtime mentioned in the contract, customer will be at liberty to get the system repaired through an alternate source and debit the charges from the consolidated AMC charges payable. This office shall entertain no correspondence or counter claim in this regard.***

(f) The contract will be terminated unilaterally in the event of absence of a Service engineer/ Supervisor for a continuous period of **Seven working days** without any suitably qualified personnel.

11. **Force Majeure Clause:** The force majeure clauses shall be as follows:-

(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 a sufficient proof of commencement 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.

12. **Buy-Back offer:** NA

13. **Specification:** The following Specification clause will form part of the contract placed on successful Bidder: -

(a) The Seller guarantees to meet the specifications as per Part-II of RFP and to incorporate the modifications to the existing design configuration to meet the specific requirement of the Buyer Services as per modifications/requirements recommended after the Maintenance Evaluation Trials. All technical literature and drawings shall be amended as the modifications by the Seller before supply to the Buyer. The Seller, in consultation with the Buyer, may carry out technical upgradation/alterations in the design, drawings and specifications due to change in manufacturing procedures, indigenisation or obsolescence. This will, however, not in any way, adversely affect the end specifications of the equipment. Changes in technical details, drawings repair and maintenance techniques along-with necessary tools as a result of upgradation/alterations will be provided to the Buyer free of cost within **10 days** of affecting such upgradation/ alterations.

14. **OEM Certificate:** In case the Bidder is not the OEM, the agreement certificate with the OEM for sourcing the spares shall be mandatory. However, where OEMs do not exist, minor aggregates and spares can be sourced from authorized vendors subject to quality certification.

15. **Export License:** NA.

16. **Transportation:** One of the following transportation clauses will form part of the contract placed on successful Bidder:-

(a) **CIF/CIP.** The stores shall be delivered CIF/CIP **Jamnagar**. Seller will bear the costs and freight necessary to bring the goods to the port of destination. The Seller

also has to procure marine insurance against the Buyer's risk of loss of or damage to goods during the carriage. The Seller will contract for insurance and pay the insurance premium. Seller is also required to clear the goods for export. The stores shall be delivered to the Buyer by Indian ships only. The date of issue of the Bill of Lading shall be considered as the date of delivery. No part shipment of goods would be permitted. Trans-shipment of goods would not be permitted. In case it becomes inevitable to do so, the Seller shall not arrange part-shipments and/or trans-shipment without the express/prior written consent of the Buyer. The goods should be shipped by Indian vessels only. However, the Seller can still utilize the services of the MoD, Govt of India Freight Forwarding Agent details for which will be provided by the Buyer. Seller will be required to communicate the following information invariably by telex/signed in case of import of Defence Stores being brought in commercial ships to Embarkation Head Quarters concerned well in advance before the Ship sails the port of loading: -

- (i) Name of the Ship.
- (ii) Port of Loading and name of Country.
- (iii) ETA at port of Discharge i.e. Bombay, Calcutta, Madras and Cochin.
- (iv) Number of Packages and weight.
- (v) Nomenclature and details of major equipment.
- (vi) Special instructions, if any stores of sensitive nature requiring special attention.

OR

(b) **FOB/FAS**. The stores shall be delivered FOB **Jamnagar** (as per INCOTERMS 2000, or latest version). The stores shall be delivered to the Buyer by Indian Ships only. In case of FOB/FAS contracts, shipping arrangements shall be made by the Shipping Co-ordination and Chartering Division/Shipping Co-ordination and Officer, Ministry of Surface Transport, New Delhi, India. Notice about the readiness of Cargo for shipment shall be given by the supplier from time to time at least eight weeks in advance for finalizing the shipping arrangement, through Fax/Telex and courier, to the Chief Controller of Chartering, Shipping Coordination Officer, Ministry of Surface Transport, Government of India, New-Delhi. Within **03 (three) weeks** of receipt of the advance notice, as above, the said Chief Controller of Chartering, Shipping Coordination Officer will advise the supplier, through Fax/Telex and courier when and on board what vessels, these goods or such part thereof are to be delivered. If the advice for shipping arrangement is not furnished to the Seller within **03 (three) weeks** as aforesaid or if the vessel arranged is scheduled to arrive at the specified port of loading later than **15 (fifteen) days** of the date of readiness of cargo, as aforesaid, the Seller may arrange for such transport on alternative carriers with the prior written consent of the Buyer. Where the Seller is required under the contract to deliver the goods on FOB/FAS basis and to arrange on behalf and at the expense of the Buyer for ocean transportation on Indian flag vessels or vessels of conference lines in which India is a member country, the Seller may arrange for such transportation on alternate carriers if the specified Indian flag vessels or conference vessels are not available to transport the goods within the time period(s) specified in the contract, with the prior written consent of the Buyer. Should the goods or any part thereof be not delivered on the nominated vessel (except in case where prior written consent of the Buyer was obtained), the Seller will be liable for all

payments and expenses that the Buyer may incur or be put to, by reason of such non-delivery including dead and extra freight, demurrage of vessels and any other charges, whatsoever incurred by the Buyer. The date of issue of the Bill of Lading shall be considered as the date of delivery. No part shipment of goods would be permitted. Trans-shipment of goods would not be permitted. In case it becomes inevitable to do so, the Seller shall not arrange part-shipments and/or trans-shipment without the express/prior written consent of the Buyer.

(c) **FCA.** The delivery of the goods shall be FCA Jamnagar Airport. The dispatch of goods shall be made by air to port consignee. The Buyer shall advise full details of its freight forwarder to the Seller no later than 60 days prior to the delivery of the first consignment otherwise the Seller may nominate the freight forwarder which shall be at the Buyer's expense. Any delay in advising or delay by the freight forwarder shall be at the responsibility of the Buyer. The date of issue of the Air Way Bill shall be considered as the date of delivery.

17. **Air Lift:** The following Airlift clause will form part of the contract placed on successful Bidder:-

(a) Should the Buyer intend to airlift all or some of the stores, the Seller shall pack the stores accordingly on receipt of intimation to that effect from the Buyer. Such deliveries will be agreed upon well in advance and paid for as may be mutually agreed.

18. **Packing and Marking:** The following Packing and Marking clause will form part of the contract placed on successful Bidder:-

(a) The Seller shall provide packing and preservation of the equipment and spares/goods contracted so as to ensure their safety against damage in the conditions of land, sea and air transportation, transshipment, storage and weather hazards during transportation, subject to proper cargo handling. The Seller shall ensure that the stores are packed in containers, which are made sufficiently strong, and with seasoned wood. The packing cases should have hooks for lifting by crane/fork lift truck. Tags with proper marking shall be fastened to the special equipment, which cannot be packed.

(b) The packing of the equipment and spares/goods shall conform to the requirements of specifications and standards in force in the territory of the Seller's country.

(c) Each spare, tool and accessory shall be packed in separate cartons. A label in English shall be pasted on the carton indicating the under mentioned details of the item contained in the carton. A tag in English with said information shall also be attached to six samples of the item. If quantity contracted is less than six then tag shall be affixed to complete quantity contracted of the item. The cartons shall then be packed in packing cases as required and the following should be marked on it:-

- (i) Part number.
- (ii) Nomenclature.
- (iii) Contract annexure number.

- (iv) Annexure serial number.
- (v) Quantity contracted.
- (d) One copy of the packing list in English shall be inserted in each cargo package, and the full set of the packing lists shall be placed in Case No.1 painted in a yellow colour.
- (e) The Seller shall mark each package with indelible paint in the English language as follows:-
 - (i) EXPORT.
 - (ii) Contract number.
 - (iii) Consignee: **The Commanding Officer, INS Valsura**
 - (iv) Port/ airport of destination: **Jamnagar**
 - (v) Ultimate consignee: **Commanding Officer (for Officer-in-Charge, IT School INS Valsura**
 - (vi) Seller.
 - (vii) Package number.
 - (viii) Gross/net weight.
 - (ix) Overall dimensions/volume.
 - (x) The Seller's marking.
- (f) If necessary, each package shall be marked with warning inscriptions: <Top>, "Do not turn over", category of cargo etc.
- (g) Should any special equipment be returned to the Seller by the Buyer, the latter shall provide normal packing, which protects the equipment and spares/goods from the damage of deterioration during transportation by land, air or sea. In this case the Buyer shall finalize the marking with the Seller.

19. **Quality**: The quality of the stores delivered according to the present Contract shall correspond to the technical conditions and standards valid for the deliveries of the same stores for in Seller's country or specifications enumerated as per RFP and shall also include therein modification to the stores suggested by the Buyer. Such modifications will be mutually agreed to. The Seller confirms that the stores to be supplied under this Contract shall be new i.e. not manufactured before (Year of Contract), and shall incorporate all the latest improvements and modifications thereto and spares of improved and modified equipment are backward integrated and interchangeable with same equipment supplied by the Seller in the past if any. The Seller shall supply an inter-changeability certificate along with the changed part numbers wherein it should be mentioned that item would provide as much life as the original item.

20. **Quality Assurance:** Seller would be required to provide all test facilities at the premises of the buyer for acceptance and inspection by Buyer. The details in this regard will be coordinated during the negotiation of the contract. The item should be of the latest manufacture, conforming to the current production standard and having 100% defined life at the time of delivery.

21. **Inspection Authority:** The Inspection will be carried out by **Officer-in-Charge, Information Technology School, on behalf of the Commanding Officer, INS Valsura.** The mode of Inspection will be **Departmental Inspection.**

22. **Pre-Dispatch Inspection:** The following Pre-dispatch Inspection clause will form part of the contract placed on successful Bidder-

(a) The Buyer's representatives will carry out Pre-Despatch Inspection (PDI) of the stores/equipment in order to check their compliance with specifications in accordance with its usual standard procedures. Upon successful completion of such PDI, the Seller and Buyer will issue and sign a Certificate of Conformity as per the specimen at Form DPM-21 (Available in MoD website and can be given on request).

(b) The Seller shall intimate the Buyer at least 45 days before the scheduled date of PDI. The time required for completing visa formalities by the Seller should not be included in this notice. The Buyer will send his authorised representative(s) to attend the PDI.

(c) The list of Buyer's representatives together with their particulars including name, title, date and place of birth, passport numbers including date of issue and date of expiry, address, etc. must be communicated by the Buyer at least 05 (No of days) in advance to apply for the necessary authorisations and clearances to be granted.

(d) The Buyer reserves the right not to attend the PDI or to request for postponement of the beginning of the PDI by a maximum of fifteen (15) days from the date fixed for such PDI in order to allow his representative(s) to attend such tests, in which cases he shall inform in writing the Seller within 15 days before the date of the beginning of the PDI. Should the Buyer request for such postponement, liquidated damages, if any, shall not apply. In case the Buyer informs the Seller within the period mentioned hereinabove that he cannot attend the PDI or in case the Buyer does not come at the postponed date requested by him for performance of the PDI as mentioned above, the Seller shall be entitled to carry out said tests alone as scheduled. The Certificate of Conformity and the Acceptance Test Report will be signed by the Seller's QA representative alone and such documents bearing the sole signature of the Seller's QA representative shall have the same value and effect as if they have been signed by both the parties. In case Buyer does not elect to attend the PDI, the Buyer shall intimate the Seller in writing that it does not wish to attend the PDI.

(e) The Seller shall provide all reasonable facilities, access and assistance to the Buyer's representative for safety and convenience in the performance of their duties in the Seller's country.

(f) All costs associated with the stay of the Buyer's Representative(s) in the country where the PDI is to be carried out, including travel expenses, boarding and lodging, accommodation, daily expenses, shall be borne by the Buyer.

(g) The Seller shall provide Acceptance Test Procedure to the Buyer's QA Agency within one month from the signing of the Contract.

23. **Joint Receipt Inspection:** The following Joint Receipt Inspection clause will form part of the contract placed on successful Bidder:-

(a) The Parties agree that the Joint Receipt Inspection (JRI) of delivered goods shall be conducted on arrival in India at location to be nominated by the Buyer. JRI shall be completed within 120 days (for armament/ammunition)/ 90 days (for other than armament/ammunition) of arrival of good at the Port Consignee. JRI will consist of:-

- (i) Quantitative checking to verify that the quantities of the delivered goods correspond to the quantities defined in this contract and the invoices.
- (ii) Complete functional checking of the stores/equipment as per specifications in the contract and as per procedures and tests laid down by Buyer but functional checking of spares shall not be done.
- (iii) Check proof and firing, if required.

(b) JRI will be carried out by the Buyer's representative(s). The Buyer will invite the Seller with a prior notice of a minimum of 15 (fifteen) days to attend the JRI for the delivered goods. The Seller shall have the right not to attend the JRI. The bio data of the Seller's representative will need to be communicated fifteen (15) days prior to the dispatch of goods to the Buyer for obtaining necessary security clearance in accordance with the rules applicable in the Buyer's country.

(c) Upon completion of each JRI, JRI proceedings and Acceptance Certificate will be signed by both the parties. In case the Seller's representative is not present, the JRI proceedings and Acceptance Certificate shall be signed by the Buyer's representative only and the same shall be binding on the Seller. Copy of JRI proceedings and Acceptance Certificate shall be dispatched to the Seller within 30 days of completion of the JRI. In case of deficiencies in quantity and quality or defects, details of these shall be recorded in the JRI proceedings, Acceptance Certificate shall not be issued and claims raised as per the Article on Claims in the contract. In case of claims, Acceptance Certificate shall be issued by Buyer's representative after all claims raised during JRI are settled. If the Buyer does not perform the JRI as mentioned above for reasons exclusively attributable to him, the JRI in India shall be deemed to have been performed and the stores/equipment fully accepted.

24. **Franking Clause:** The following Franking clause will form part of the contract placed on successful Bidder:-

(a) **Franking Clause in the Case of Acceptance of Goods** "The fact that the goods have been inspected after the delivery period and passed by the Inspecting Officer will not have the effect of keeping the contract alive. The goods are being passed without prejudice to the rights of the Buyer under the terms and conditions of the contract".

(b) **Franking Clause in the Case of Rejection of Goods** "The fact that the goods have been inspected after the delivery period and rejected by the Inspecting Officer will not bind the Buyer in any manner. The goods are being rejected without prejudice to the rights of the Buyer under the terms and conditions of the contract."

25. **Claims:** The following Claims clause will form part of the contract placed on successful Bidder:-

- (a) The claims may be presented either:
 - (i) on quantity of the stores, here the quantity does not correspond to the quantity shown in the Packing List/Insufficiency in packing.
 - (ii) on quality of the stores, where quality does not correspond to the quality mentioned in the contract
- (b) The quantity claims for deficiency of quantity shall be presented within 45 days of completion of JRI and acceptance of goods. The quantity claim shall be submitted to the Seller as per Form DPM-22 (Available in MoD website and can be given on request).
- (c) The quality claims for defects or deficiencies in quality noticed during the JRI shall be presented within 45 days of completion of JRI and acceptance of goods. Quality claims shall be presented for defects or deficiencies in quality noticed during warranty period earliest but not later than 45 days after expiry of the guarantee period. The quality claims shall be submitted to the Seller as per Form DPM-23 (Available in MoD website and can be given on request).
- (d) The description and quantity of the stores are to be furnished to the Seller along with concrete reasons for making the claims. Copies of all the justifying documents shall be enclosed to the presented claim. The Seller will settle the claims within 45 days from the date of the receipt of the claim at the Seller's office, subject to acceptance of the claim by the Seller. In case no response is received during this period the claim will be deemed to have been accepted.
- (e) The Seller shall collect the defective or rejected goods from the location nominated by the Buyer and deliver the repaired or replaced goods at the same location under Seller's arrangement.
- (f) Claims may also be settled by reduction of cost of goods under claim from bonds submitted by the Seller or payment of claim amount by Seller through demand draft drawn on an Indian Bank, in favour of Principal Controller/Controller of Defence Accounts concerned.
- (g) The quality claims will be raised solely by the Buyer and without any certification/countersignature by the Seller's representative stationed in India.

26. **Warranty:** One of the following warranty clauses shall be applicable:-

- (a) The following Warranty will form part of the contract placed on the successful Bidder:-
 - (i) Except as otherwise provided in the invitation tender, the Seller hereby declares that the services, goods, stores articles sold/supplied to the Buyer under this contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars contained/mentioned in contract. The Seller hereby guarantees that

the said goods/stores/articles/services of AMC would continue to conform to the description and quality aforesaid for a period of 12 months from the date of completion of the contract.

(ii) Guarantee that they will supply spare parts, if and when required on agreed basis for an agreed price as per the contract. The agreed basis could be and including but without any limitation an agreed discount on the published catalogue or an agreed percentage of profit on the landed cost.

(iii) Warranty to the effect that before going out of production for the spare parts they will give adequate advance notice to the Buyer of the equipment so that the latter may undertake the balance of the lifetime requirements.

(iv) Warranty to the effect that they will make available the blue prints of drawings of the spares if and when required in connection with the main equipment.

OR

(b) The following Warranty will form part of the contract placed on successful Bidder:-

(i) The Seller warrants that the services rendered/ goods supplied under the contract conform to technical specifications prescribed and shall perform according to the said Scope of work/ technical specifications.

(ii) The Seller warrants for a period of 12 (Twelve) months from the date of completion of contract, that the goods/stores supplied under the contract and each component used in the manufacture thereof shall be free from all types of defects/failures.

(iii) If within the period of warranty, the goods/ equipment are reported by the Buyer to have failed to perform as per the specifications, the Seller shall either replace or rectify the same free of charge, within a maximum period of 45 days of notification of such defect received by the Seller, provided that the goods are used and maintained by the Buyer as per instructions contained in the Operating Manual. Warranty of the equipment would be extended by such duration of downtime. Record of the down time would be maintained by the user in the logbook. Spares required for warranty repairs shall be provided free of cost by the Seller. The Seller also undertakes to diagnose, test, adjust, calibrate and repair/replace the goods/equipment arising due to accidents by neglect or misuse by the operator or damage due to transportation of the goods during the warranty period, at the cost mutually agreed to between the Buyer and the Seller.

(iv) The Seller also warrants that necessary service and repair back up during the warranty period of the equipment shall be provided by the Seller and he will ensure that the downtime is within 1% (one percent) of the warranty period.

(v) The Seller shall associate technical personnel of the Maintenance agency and Quality Assurance Agency of the Buyer during warranty repair and shall also provide the details of complete defects, reasons and remedial actions for defects.

(vi) If a particular equipment/goods fails frequently and/or, the cumulative down time exceeds **12% (Twelve percent)** of the warranty period, the complete equipment shall be replaced free of cost by the Seller within a stipulated period of **30 (thirty) days** of receipt of the notification from the Buyer. Warranty of the replaced equipment would start from the date of acceptance after Joint Receipt Inspection by the Buyer/date of installation and commissioning.

(vii) In case the complete delivery of Engineering Support Package is delayed beyond the period stipulated in this contract, the Seller undertakes that the warranty period for the goods/stores shall be extended to that extent.

27. **Product Support:** The following Product Support clause will form part of the contract placed on successful Bidder: -

(a) The Seller agrees to provide Product Support for the stores, equipment, assemblies/ subassemblies, fitment items and consumables, Special Maintenance Tools(SMT)/ Special Test Equipment (STE) subcontracted from other agencies/ manufacturer by the Seller for a maximum period of **One year** after the completion of the contract.

(b) The Seller agrees to undertake Maintenance Contract for a maximum period of **12 months**, extendable till the complete Engineering Support Package is provided by the Seller.

(c) In the event of any obsolescence during the above mentioned period of product support in respect of any component or sub-system, mutual consultation between the Seller and Buyer will be undertaken to arrive at an acceptable solution including additional cost, if any.

(d) Any improvement/ modification/ up gradation being undertaken by the Seller or their sub suppliers on the stores/ equipment being purchased under the Contract will be communicated by the Seller to the Buyer and, if required by the Buyer, these will be carried out by the Seller at Buyer's cost.

(e) The Seller agrees to provide an Engineering Support Package as modified after confirmatory Maintenance Evaluation Trials (METs). The Seller agrees to undertake the repair and maintenance of the equipment, SMTs/STEs test set up, assemblies/sub-assemblies and stores supplied under this contract for a period of **One year** as maintenance contract as specified or provision of complete Engineering Support Package to the Buyer whichever is later, as per terms and conditions mutually agreed between the Seller and the Buyer.

28. **Annual Maintenance Contract (AMC) Clause.** The following AMC clause will form part of the contract placed on successful Bidder: -

(a) The Seller would provide comprehensive AMC for a period of **02 (Two) years**. The AMC services should cover the repair and maintenance of all the equipment and systems purchased under the present Contract. The Buyer Furnished Equipment which is not covered under the purview of the AMC should be separately listed by the Seller. The AMC services would be provided in two distinct ways: -

- (i) **Preventive Maintenance Service.** The Seller will provide a minimum of **four Preventive Maintenance Service** visits during a year to the operating base to carry out functional check-ups and minor adjustments/ tuning as may be required.
- (ii) **Breakdown Maintenance Service.** In case of any breakdown of the equipment/system, on receiving a call from the Buyer, the Seller is to provide maintenance service to make the equipment/system serviceable.
- (b) **Serviceability:** Serviceability of **all items covered under AMC** is to be ensured since the same will have direct impact on settling of bill for payment during every quarter of the AMC period.
- (c) **Repair Turnaround Time:** Maximum repair turnaround time for equipment/system would be **two days**. However, the spares should be maintained in a serviceable condition to avoid complete breakdown of the equipment/system.
- (d) **Technical Documentation:** All necessary changes in the documentation (Technical and Operators manual) for changes carried out on hardware and software of the equipment will be provided.
- (e) During the AMC period, the Seller shall carry out all necessary servicing/repairs to the equipment/system under AMC at the current location of the equipment/system. Prior permission of the Buyer would be required in case certain components/sub systems are to be shifted out of location. On such occasions, before taking over the goods or components, the Seller will give suitable bank guarantee to the Buyer to cover the estimated current value of item being taken.
- (f) The Buyer reserves its right to terminate the maintenance contract at any time without assigning any reason after giving a notice of **02 (two) months**. The Seller will not be entitled to claim any compensation against such termination. However, while terminating the contract, if any payment is due to the Seller for maintenance services already performed in terms of the contract, the same would be paid to it as per the contract terms.

29. **Price Variation (PV) Clause.** The following PV clause will form part of the contract placed on successful Bidder (Note - DGS&D Manual provides Standardized Price Variation Clauses. Any of those clauses could be considered for inclusion. A sample clause is indicated below):-

- (a) The formula for Price Variation should ordinarily include a fixed element, a material element and a labor element. The figures representing the material element and the labor element should reflect the corresponding proportion of input costs, while the fixed element may range from 10 to 25%. That portion of the price represented by the fixed element will not be subject to variation. The portions of the price represented by the material element and labour element along will attract Price Variation. The formula for Price Variation will thus be:-

$$P1 = Po \{ F + a (M1/Mo) + b (L1/Lo) - Po \}$$

Where P1 is then adjustment amount payable to the supplier (a minus figure will indicate a reduction in the Contract Price)

Po is the Contract Price at the base level.

F is the Fixed element not subject to Price Variation

a is the assigned percentage to the material element in the Contract Price.

b is the assigned percentage to the labour element in the Contract Price.

Lo and L1 are the wage indices at the base month and year and at the month and year of calculation respectively.

Mo and M1 are the material indices at the base month and year and at the month and year of calculation respectively.

If more than one major item of material is involved, the material element can be broken up into two or three components such as Mx, My, Mz. Where price variation clause has to be provided for services (with insignificant inputs of materials) as for example, in getting Technical Assistance normally paid in the form of per diem rates, the price variation formula should have only two elements, viz. a high fixed element and a labour element. The fixed element can in such cases be 50% or more, depending on the mark-up by the supplier of the Per Diem rate vis-a-vis the wage rates.

(b) Following conditions would be applicable to Price Adjustment:-

(i) Base dates shall be due dates of opening of price Bids.

(ii) Date of adjustment shall be mid point of manufacture.

(iii) No price increase is allowed beyond original DP unless the delay is attributable to the Buyer.

(iv) Total adjustment will be subject to maximum ceiling of 5% (five percent).

(v) No price adjustment shall be payable on the portion of contract price paid to the Seller as an advance payment.

PART V – EVALUATION CRITERIA & PRICE BID ISSUES

1. The evaluation will be carried out in three stages as indicated below: -

- (a) Vendor Evaluation.
- (b) Technical Evaluation.
- (c) Commercial Evaluation.

(A) **Vendor Evaluation**

(i) ***Past Experience: The vendor must have executed at least one AMC project involving maintenance of IT Assets including Network devices costing to Rs 10,00,000 (Rupees Ten Lakhs) and above, for Army/ Air Force/ Navy/ Coast Guard or any Government Department from the date of issue of this RFP. All these conditions are mandatory and failure to comply with any of the above conditions will disqualify the vendor.***

(ii) In addition to the above, the vendor must have mandatorily executed at least one project as mentioned below:-

(aa) Any project involving maintenance of IT Assets including Network devices, costing about Rs 15,00,000/- in the past Six year from the date of this tender.

(iii) The vendor must have an established service base at Mumbai/ Ahmedabad/ Pune/ Rajkot/ Jamnagar/ Porbandar for easy provision of IT support to the unit. In addition he has to establish a liaison with a service support station in Jamnagar for ensuring timely availability of spares and support.

(iv) Vendors are to have local presence/ liaison with any reputed workshop in Jamnagar for prompt response, readily available spares, and expeditious repairs and are to be able to position resident engineers.

Note: All the conditions mentioned from sl (i) to sl (iv) must be supported with copy of supporting documents (Work done certificate/ Registration certificate). The same needs to be enclosed along with technical bid. Failure to do so will lead to disqualification of the vendor.

(B) **Technical Evaluation** (Placed in Appendix-B)

(i) Only those firms which qualify Vendor Evaluation will qualify for Technical qualification. The firms are required to submit a detailed project plan. The project plan is to give breakdown of skilled and unskilled manpower (if any) proposed to be used while implementation of the project.

(ii) A para wise technical compliance matrix for all features listed in the RFP is to be given. If any feature cannot be complied with, the same needs to be brought out by the vendor providing detailed justification. Only those additional features which significantly enhance the performance of the system are to be indicated and justified.

(C) **Commercial Evaluation** (Placed in Appendix-C)

(i) **Computation of L1 would be determined only on the basis of overall BASIC cost of the Commercial bid submitted in the prescribed format.**

Basic cost/ item needs to be quoted for all serials. The taxes applicable should be shown separately.

2. **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) This being Two - Bid system, the technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the terms and conditions mentioned in the RFP.

(c) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price quoted for service (PCs, Peripherals, Network devices & UPS including Batteries) The consideration of taxes and duties in evaluation process will be as follows:

(i) In cases where only indigenous Bidders are competing, all taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered. The ultimate cost to the Buyer (including the AMC) would be the deciding factor for ranking of Bids.

(d) The Bidders are required to spell out the rates of Customs duty, Excise duty, GST 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 / GST 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 entailed 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. If a Bidder is exempted from payment of Customs duty / Excise Duty / GST upto any value of supplies from them, they should clearly state that no excise duty will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of Customs duty / Excise Duty / GST, it should be brought out clearly. Stipulations like, excise duty was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that excise duty 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 excise duty which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders. The same logic applies to Customs duty and GST also.

(e) In case of items being imported, all the foreign quotes will be brought to a common denomination in Indian rupees by adopting the exchange rate as BC Selling rate of the State Bank of India on the date of the opening of Price Bids.

(f) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

(g) The Buyer reserves the right to evaluate the offers received by using Discounted Cash Flow method at a discounting rate of 10%. In case cash flow involves more than one currency, the same will be brought to a common denomination in Indian Rupees by adopting exchange rate as BC Selling rate of the State Bank of India on the date of the opening of Price Bids.

(h) 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. The Buyer will have the right to award contracts to different Bidders for being lowest in particular items. The Buyer also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.

(j) Any other criteria as applicable to suit a particular case.

3. Request acknowledge receipt of this RFP by email/post.

SCHEDULE OF REQUIREMENTS – LIST OF IT ASSETS TO BE INCLUDED IN AMC

Ser	Make/Model	Qty
Servers		
1	Cisco UCS MINI 5108 with 04 in no Blade servers including onsite support for V Sphere and Vcentre	1
2	EMC VNXe 3200 including onsite support for V Sphere and Vcentre	1
3	HP PROLIANT DL360 G5	1
4	HP PROLIANT DL580 G5	1
5	HP PROLIANT DL180 G5	4
6	ASSEMBLED STORAGE SERVER	1
7	WIPRO (Tower server)	1
8	HCL (Tower server)	1
9	IBM BLADE CENTER-E 8677 with 08 in no blade servers	1
Switches		
1	CISCO Catalyst L3 Switch	2
2	CISCO/WS-2950G-24	4
3	CISCO/WS-C4506 (2*6)	1
4	CISCO/SG300-28	3
5	D-LINK/DGS-3100-24	12
6	D-LINK/DGS-3100-48	5
7	D-LINK/DES-3200-28	7
8	D-LINK/DGS-3200-26	1
9	D-LINK/ DES-3526	5
10	DIGISOL/GS-1528-24	6
11	D-LINK/DGS-1210-28	1
12	D-LINK/DGS-3100-28	1
13	D-LINK/ DES-3200-26	1
Thin Clients		
1	HCL/ INTEL ATOM D 2500	35
2	HP/ Thin PRO (AMC to commence wef 25 Feb 19)	20
Personal Computers		
1	Personal Computer	73
2	Wipro Dual Core/Core 2 duo	52
3	IBM Dual Core/Core 2 duo	5
4	HCL Dual Core/Core 2 duo	24
5	Lenovo Dual Core	1
6	Datamini Dual Core	10

7	Acer Dual Core	32
8	HP Dual Core/Core 2 Duo	22
9	HCL i3	11
10	HP i3	91
11	HP i5	3
12	datamini i3	2
13	Acer i3	12
14	Lenovo AMD A8 (AMC to commence wef 22 Sep 18)	58
15	HP Xeon (AMC to commence wef 28 May 18)	43
16	Acer i5 (AMC to commence wef 19 Sep 17)	9
17	Dell i5 (AMC to commence wef 20 Jul 19)	130
Laptop		
1	Acer Aspire 5570	1
2	Compaq Presario CQ42-176TU	1
3	Dell Precision M4500	1
4	HP EliteBook 2730P	1
5	HCL	2
Scanner		
1	Canon Scanlide	6
2	Kodak 1120 scanmate	1
3	HP Scanjet	6
4	EPSON Perfection V33	1
Multi Functioning Printer		
1	HP laserjet PRO 400	3
2	HP CM 1312	1
3	Konica Minolta Bizhub 215	5
4	Canon Image runner 2422i	6
5	Xerox Work Centre	4
6	HP 3050	1
7	Ricoh MP2001L	2
8	Ricoh Aficio MP 2000L2	1
9	Ricoh MOC3002	1
10	Ricoh MPC 2011	1
11	Panasonic RX MB772CX	1
12	Canon MF 4450	1
13	Canon MF 4750	1
14	Canon MF 4820D	1
15	Samsung Monochrome Laser MF (SCX-4012S)	1
Laser Jet Printer		
1	Brother HL 1110	1
2	Canon L11121E	6
3	Canon LBP3300	1
4	Canon C2020H	1
5	Canon 10891E	2

6	Canon LBP 2900B	12
7	Canon MF 3010	1
8	HP P1107	1
9	HP 3055	1
10	HP 3015	1
11	HP P1007	1
12	HP 1018	1
13	HP 1505	1
14	HP 1020	10
15	HP P1606dn	10
16	HP K7108	1
17	HP CP4005dn	1
18	HP CP1025	1
19	HP 1010	11
20	HP 6L PRO	1
21	HP P1108	1
22	HP PRO 200	3
23	HP 1215	6
24	HP M1136	1
25	HP P2055	2
26	HP 2015dn	2
27	HP PRO M202N	2
28	HP P 2035	3
29	Samsung ML1610	3
30	Samsung ML 1640	1
31	Lexmark 510dn	10
32	Canon RUS8247	2
DeskJet Printer		
1	HP 4500	1
2	EPSON K100	1
3	HP 2645	1
4	HP 2545	1
5	HP D1360	1
6	HP 1050	1
7	HP D1668	1
8	HP 1510	1
9	Canon IX 5000	1
10	HP 1220C	1
Dot Matrix Printer		
1	WEP HQ 1070XDX	4
2	TVS	4
3	EPSON LQ1150	4
4	EPSON GX1170II	1
5	Printonix P 7005	2
6	EPSON LX300II	1
FAX Machine		
1	HP Ink Advanta GE 2645	2

UPS		
1	Delta 30 KVA	1
2	Supra 10 KVA	5
3	Arrow 10 KVA	5
4	Supra 5KVA	3
5	Supra 1KVA	4
6	APC 1 KVA	12
7	Proview 1KVA	4
8	Alfa 2000	1
9	Intex 1KVA	2
10	iball 600VA	15
11	Zebronics 600VA	1
12	Supra 600 VA	16
13	APC 600VA	8
15	HCL 600SLE	2
16	Alfa 500VA	3
17	TVS Smart 500VA	1
18	Sheron 500VA	1
19	Intex 600VA	1
21	DLI650	1
22	Emersion 500VA	1
23	Numeric 1KVA	1
24	Sukam 500VA	4
25	Suvik 1KVA	7
26	Double Power 500VA	1
27	Syspower 500VA	2
28	UPS DTS-4	8
29	India 2010	2
30	ACE 1 KVA	10
31	Emerge 1 KVA	2
VPU/Projector		
1	Benq	6
2	Hitachi CPRX82EP	9
3	Hitachi CP X 2021 WN	1
4	Hitachi CP X 82	11
5	Hitachi CP EX 250EF	1
6	Hitachi CP X 3021 WN	3
7	Hitachi	10
8	Mitsubishi X D22U	10
9	Epson EB X 14	30
10	Canon	1
11	Sony	3
12	Epson	2
13	Sony VPC CH 375	16
14	EPSON EB 1965	33
15	Short Throw Projector	8

Networking Components		
1	UTP cable (Repair/Replace)	12000mtrs
2	OFC Cable (Repair/Replace)	7000mtrs
3	D Link Media Converters 100FX SM	20
4	D Link Media Corverters 100FX MM	10
5	D Link Media Converters DFE855S	25
6	GBIC Fibre Module SM	10
7	GBIC Fibre Module MM	14
8	SFP Fibre Module SM	25
9	SFP Fibre Module MM	15
10	Smart Board	15

TECHNICAL EVALUATION FORMAT

(a) The Technical Bid should consist of the documents so as to assess the understanding, technical capability and infrastructure/resources available to execute the order. The firms are required to page number the requisite documents and make a reference of same on a separate sheet to facilitate ease of assessment of Technical bids and to avoid any ambiguity.

<u>Ser</u>	<u>Description</u>	<u>Accepted / Not Accepted</u>	<u>Remarks</u>
(i)	Paragraph wise compliance to the entire conditions as per Part I and Part II of RFP		All page of RFP should be duly signed by authorized rep and round seal of the company to be put in all pages
(ii)	Acceptance of all terms and conditions mentioned in Scope of work (Annexure-1).		All page of Scope of work should be duly signed by authorized rep and round seal of the company to be put in all pages
(iii)	Acceptance of all terms mentioned in Part III – Special Conditions of RFP.		All page of RFP should be duly signed by authorized rep and round seal of the company to be put in all pages
(iv)	Furnishing of Performance Guarantee by way of Bank Guarantee (PBG).		Para 1 of Part IV
(v)	Bidders are required to submit Earnest Money Deposit (EMD) for amount of Rs 90,000 in favour of Principal Controller of Defence Accounts (Navy), Mumbai, payable at Mumbai along with their Bids in separate envelope		Para 14 of Part I
(vi)	Payment Terms: Quarterly payment on issue of user inspection certificate/ work completion certificate by the user along with submission of requisite documents.		Para 6(a) and 8(a) of Part IV
(vii)	Acceptance of Fall Clause		Para 9 of Part IV
(viii)	Acceptance of Warranty clause		Para 26 of Part IV
(ix)	Acceptance of Product Support		Para 27 of Part IV
(x)	Acceptance of AMC Clause		Para 28 of Part IV

(xi)	Expertise for undertaking maintenance, trouble shooting and repairs of the below mentioned devices or alternatively the firms' willingness to take up the repairs through OEMs.		Para 29, of Scope of work refers
(xii)	Number of personnel to be employed as part of contract along with their educational Qualification and experience details		Para 11(a) and 11(b) of Scope of work refers
(xiii)	IT hardware and ready use spares to provisioned and kept at AMC Cell in INS Valsura within 21 days after signing of the contract.		Para 44 of Scope of work refers
(xiv)	Maximum repair turnaround time and downtime financial liability		Para 8(d) of Part III of RFP
(xv)	Indicate any Assumptions, Exclusions, Concessions Deviation List from the scope of the order, if any.		

Note:-

(i) **Technical Bids not submitted in accordance with above Performa, would be summarily rejected and no mode of communication will be entertained thereafter.**

(ii) Any deviations to the specifications provided in the RFP are to be explicitly mentioned. Mere submission of the product brochures/ specifications will not be accepted as an indication of the deviation (especially in case of any doubt at a later date).

(b) A table of contents in the following format to be put up along with the Technical bids: -

Ser	<u>Documentary Proof/ Certificate (Mandatory)</u>	<u>Submitted/ Not Submitted</u>	<u>Remarks</u>
(i)	Registration Certificate of the Firm as an Indian Registered Company		Copy to be enclosed with Technical bid
(ii)	Complete Address of Head Office		To be mentioned on Budgetary Quote
(iii)	Summary of Annual Report and Balance Sheet (including Profit & Loss Statement), IT filing returns for the past two years		Mandatory. Copy of the same to be enclosed
(iv)	Certified Copy of the Work Completion Certificate w.r.t successfully completed projects as per Para 1 (A)(i), Para 1 (A)(iii) and Para 1 (A)(iv) of Part V of this RFP		Copy of Work Completion Certificate to be enclosed. In case of ongoing project, work order may be enclosed

(v)	Certificate duly signed by the competent authority stating that the firm has not been blacklisted for undertaking maintenance services for IT assets and networking components with any of Government departments in India		Duly ink signed Certificate to be made on Company's letter head and enclosed
(vi)	Earnest Money Deposit is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself.		Certificate to be attached along with technical bid

Note – All documents to be attached along with technical bid. Firms qualifying on the above aspects will only be considered for further evaluation of the Commercial Bids.

Appendix-C
Refers to Para 3 of Part-II

PRICE BID FORMAT

Ser	Make/Model	Qty	Cost/Item	Amount
Servers				
1	Cisco UCS MINI 5108 with 04 in no Blade servers including onsite support for V Sphere and Vcentre	1		
2	EMC VNXe 3200 including onsite support for V Sphere and Vcentre	1		
3	HP PROLIANT DL360 G5	1		
4	HP PROLIANT DL580 G5	1		
5	HP PROLIANT DL180 G5	4		
6	ASSEMBLED STORAGE SERVER	1		
7	WIPRO (Tower server)	1		
8	HCL (Tower server)	1		
9	IBM BLADE CENTER-E 8677 with 08 in no blade servers	1		
Switches				
1	CISCO Catalyst L3 Switch	2		
2	CISCO/WS-2950G-24	4		
3	CISCO/WS-C4506 (2*6)	1		
4	CISCO/SG300-28	3		
5	D-LINK/DGS-3100-24	12		
6	D-LINK/DGS-3100-48	5		
7	D-LINK/DES-3200-28	7		
8	D-LINK/DGS-3200-26	1		
9	D-LINK/ DES-3526	5		
10	DIGISOL/GS-1528-24	6		
11	D-LINK/DGS-1210-28	1		
12	D-LINK/DGS-3100-28	1		
13	D-LINK/ DES-3200-26	1		
Thin Clients				
1	HCL/ INTEL ATOM D 2500	35		
2	HP/ Thin PRO (AMC to commence wef 25 Feb 19)	20		
Personal Computers				
1	Personal Computer	73		
2	Wipro Dual Core/Core 2 duo	52		
3	IBM Dual Core/Core 2 duo	5		
4	HCL Dual Core/Core 2 duo	24		
5	Lenovo Dual Core	1		
6	Datamini Dual Core	10		
7	Acer Dual Core	32		
8	HP Dual Core/Core 2 Duo	22		

9	HCL i3	11		
10	HP i3	91		
11	HP i5	3		
12	datamini i3	2		
13	Acer i3	12		
14	Lenovo AMD A8 (AMC to commence wef 22 Sep 18)	58		
15	HP Xeon (AMC to commence wef 28 May 18)	43		
16	Acer i5 (AMC to commence wef 19 Sep 17)	9		
17	Dell i5 (AMC to commence wef 20 Jul 19)	130		
Laptop				
1	Acer Aspire 5570	1		
2	Compaq Presario CQ42-176TU	1		
3	Dell Precision M4500	1		
4	HP EliteBook 2730P	1		
5	HCL	2		
Scanner				
1	Canon Scanlide	6		
2	Kodak 1120 scanmate	1		
3	HP Scanjet	6		
4	EPSON Perfection V33	1		
Multi Functioning Printer				
1	HP laserjet PRO 400	3		
2	HP CM 1312	1		
3	Konica Minolta Bizhub 215	5		
4	Canon Image runner 2422i	6		
5	Xerox Work Centre	4		
6	HP 3050	1		
7	Ricoh MP2001L	2		
8	Ricoh Aficio MP 2000L2	1		
9	Ricoh MOC3002	1		
10	Ricoh MPC 2011	1		
11	Panasonic RX MB772CX	1		
12	Canon MF 4450	1		
13	Canon MF 4750	1		
14	Canon MF 4820D	1		
15	Samsung Monochrome Laser MF (SCX-4012S)	1		
Laser Jet Printer				
1	Brother HL 1110	1		
2	Canon L11121E	6		
3	Canon LBP3300	1		
4	Canon C2020H	1		
5	Canon 10891E	2		
6	Canon LBP 2900B	12		
7	Canon MF 3010	1		

8	HP P1107	1		
9	HP 3055	1		
10	HP 3015	1		
11	HP P1007	1		
12	HP 1018	1		
13	HP 1505	1		
14	HP 1020	10		
15	HP P1606dn	10		
16	HP K7108	1		
17	HP CP4005dn	1		
18	HP CP1025	1		
19	HP 1010	11		
20	HP 6L PRO	1		
21	HP P1108	1		
22	HP PRO 200	3		
23	HP 1215	6		
24	HP M1136	1		
25	HP P2055	2		
26	HP 2015dn	2		
27	HP PRO M202N	2		
28	HP P 2035	3		
29	Samsung ML1610	3		
30	Samsung ML 1640	1		
31	Lexmark 510dn	10		
32	Canon RUS8247	2		

DeskJet Printer

1	HP 4500	1		
2	EPSON K100	1		
3	HP 2645	1		
4	HP 2545	1		
5	HP D1360	1		
6	HP 1050	1		
7	HP D1668	1		
8	HP 1510	1		
9	Canon IX 5000	1		
10	HP 1220C	1		

Dot Matrix Printer

1	WEP HQ 1070XDX	4		
2	TVS	4		
3	EPSON LQ1150	4		
4	EPSON GX1170II	1		
5	Printonix P 7005	2		
6	EPSON LX300II	1		

FAX Machine

1	HP Ink Advanta GE 2645	2		
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UPS				
1	Delta 30 KVA	1		
2	Supra 10 KVA	5		
3	Arrow 10 KVA	5		
4	Supra 5KVA	3		
5	Supra 1KVA	4		
6	APC 1 KVA	12		
7	Proview 1KVA	4		
8	Alfa 2000	1		
9	Intex 1KVA	2		
10	iball 600VA	15		
11	Zebronics 600VA	1		
12	Supra 600 VA	16		
13	APC 600VA	8		
15	HCL 600SLE	2		
16	Alfa 500VA	3		
17	TVS Smart 500VA	1		
18	Sheron 500VA	1		
19	Intex 600VA	1		
21	DLI650	1		
22	Emersion 500VA	1		
23	Numeric 1KVA	1		
24	Sukam 500VA	4		
25	Suvik 1KVA	7		
26	Double Power 500VA	1		
27	Syspower 500VA	2		
28	UPS DTS-4	8		
29	India 2010	2		
30	ACE 1 KVA	10		
31	Emerge 1 KVA	2		
VPU/Projector				
1	Benq	6		
2	Hitachi CPRX82EP	9		
3	Hitachi CP X 2021 WN	1		
4	Hitachi CP X 82	11		
5	Hitachi CP EX 250EF	1		
6	Hitachi CP X 3021 WN	3		
7	Hitachi	10		
8	Mitsubishi X D22U	10		
9	Epson EB X 14	30		
10	Canon	1		
11	Sony	3		
12	Epson	2		
13	Sony VPC CH 375	16		
14	EPSON EB 1965	33		
15	Short Throw Projector	8		

Networking Components				
1	UTP cable (Repair/Replace)	12000mtrs		
2	OFC Cable (Repair/Replace)	7000mtrs		
3	D Link Media Converters 100FX SM	20		
4	D Link Media Converters 100FX MM	10		
5	D Link Media Converters DFE855S	25		
6	GBIC Fibre Module SM	10		
7	GBIC Fibre Module MM	14		
8	SFP Fibre Module SM	25		
9	SFP Fibre Module MM	15		
10	Smart Board	15		
Total for 01 year (Exclusive of tax)=				
Total value of tax leviable (GST @ ____%)=				
Total inclusive of taxes for 01 year=				
Total inclusive of taxes for 02 years=				

Terms and Conditions

1. Validity of bids: 180 days
2. PAN, TIN No to be mentioned on Commercial Bid
3. The firms are required to copy this Price Bid Format on their firm's original letter head and fill it accordingly for submission of Commercial Bids. Commercial Bid to be submitted only on firm's letter head **ink signed by authorized representative and round seal of the firm**

PERFORMANCE BANK GUARANTEE FORMAT

(As per Form DPM-15)

From:

Bank _____

To,

The Principal Controller of Defence Accounts (Navy)
13 Cooperage Road
Cusrow Baug Colony
Dr Ambedkar Statue Chowk Area, Colaba,
Mumbai, Maharastra - 400001

Dear Sir,

Whereas you have entered into a contract No. _____ dated _____ (hereinafter referred to as the said Contract) with M/s _____, hereinafter referred to as the "seller" for supply of goods as per Part-II of the said contract to the said seller and whereas the Seller has undertaken to produce a bank guarantee for (%) of total Contract value amounting to _____ to secure its obligations to the President of India. We the _____ bank hereby expressly, irrevocably and unreservedly undertake and guarantee as principal obligors on behalf of the seller that, in the event that the President of India declares to us that the goods have not been supplied according to the Contractual obligations under the aforementioned contract, we will pay you, on demand and without demur, all and any sum up to a maximum of _____ Rupees _____ only. Your written demand shall be conclusive evidence to us that such repayment is due under the terms of the said contract. We undertake to effect payment upon receipt of such written demand.

2. We shall not be discharged or released from this undertaking and guarantee by any arrangements, variations made between you and the Seller, indulgence to the Seller by you, or by any alterations in the obligations of the Seller or by any forbearance whether as to payment, time performance or otherwise.

3. In no case shall the amount of this guarantee be increased.

4. This guarantee shall remain valid for _____ months from the date of JRI acceptance of test consignment in India or until all the store, spares and documentation have been applied according to the contractual obligations under the said contract.

5. Unless a demand or claim under this guarantee is made on us in writing or on before the aforesaid expiry date as provided in the above referred contract or unless this guarantee is extended by us, all your rights under this guarantee shall be forfeited and we shall be discharged from the liabilities hereunder.

6. This guarantee shall be a continuing guarantee and shall not be discharged by and change in the constitution of the Bank or in the constitution of M/s _____.

1. **Scope of Work.** The AMC services should cover the repair and maintenance of all the equipment and systems covered under the present Contract. Annual Maintenance Contract (AMC) for a period of **24 months (02 Years)** from the date of signing of this contract which may be extended for another **two more years**, one year at a time on **mutual agreement by both parties on the same terms & conditions**.
2. The AMC will include all IT assets mentioned as part of the contract of INS Valsura and its nearby Naval unit (NIU, NEU(J) and 2MDET). The service engineers will be required to attend the defects at these units as and when required/ intimated.
3. The Contract is for **Annual Maintenance Contract** of Servers, PCs & Laptops (with Laptop batteries) including monitor, keyboard, mouse, and associated equipment, printers, VPU's, network cabling, network switches, patch cords (UTP/Fibre), patch panels, I/O boxes, media convertors, fibre modules (or equivalent) and LAN components etc, hereinafter mentioned as IT Hardware, held with all the schools or departments of INS Valsura hereinafter termed as Unit. Repair/ replacement of **UPS and their batteries will also form part of contract**.
4. The SELLER's obligations towards maintenance shall be limited to equipment, accessories and systems accepted by the SELLER and the BUYER. The promulgated list shall be jointly signed by the contractor and the Contract Operating Officer. List of IT hardware assets and Networking Components to be covered under the subject AMC is placed at **Appendix- A**.
5. Officer-in-Charge, IT School, INS Valsura, Jamnagar will be the single point contact for the administration of the AMC on behalf of the customer.
6. The 'BUYER' shall have the right to make changes and attachments to the equipment by way of regular upgrades on as required basis.
7. The IT hardware Annual Maintenance Contract (AMC) shall be fully Comprehensive On-site Maintenance Contract. Maintenance service shall consist of repair, maintenance, replacement of IT hardware and Network Components as listed in **Appendix A** at the specified locations within INS Valsura and nearby unit. The broad scope of work in respect to the AMC is as follows:-
 - (a) Repair/replacement of all defective parts of IT hardware covered under the contract.
 - (b) The contract will include Laptop battery and UPS along with batteries in addition to all parts of the equipment, accessories and system accepted by the SELLER, as a part of AMC and would have to be repaired/ replaced if found defective during the period of AMC. All media storage devices like hard disk etc. would have to be replaced, if found defective, by the SELLER. **The old hard disk would not be handed over to the contractor under any circumstances** and vendor would have to provide additional hard disk(s) as a replacement for the

defective hard disk during the currency of the contract. No extra charges will be paid to the contractor in this regard. The contractor needs to be in possession of an external hard disk of minimum 3 TB at all times to ensure any temporary transfer of data.

(c) The contractor shall address any Desktop, Thin Client, N Computing, servers, Laptop, problems related to Hardware, OS, general Software packages, Drivers for Modem, Printers, Soundcard, Display card, LAN Card etc and other related accessories of the IT system. Formatting the system and installation of all required software (Office suite, Antivirus Software, SCCM, Naval applications etc) will also be the contractors responsibility. Installation and commissioning of new PCs (OS Activation with OEM) etc should also be undertaken.

(d) Maintenance and replacement of spools, control cards, containers, straps, daisy wheels, plotter pens, fuser assembly, rollers, knobs, covers and castors of Dot matrix printers.

(e) Rectification/ repair of any defect of the cables, including replacement, patch works, splicing, crimping, terminating, insulating, conduit, digging and establishing end-to-end connectivity. The hiring cost of any extra manpower in case of digging will be borne by the contractor only and INS Valsura will not be paying any extra payment in this regard.

(f) Maintenance/ replacement of all accessories of LAN components, OFC/UTP cables & connectors including OFC patch cords. ***This will include OTDR testing, splicing of optical fiber and change of UTP cable in case of any physical damage.***

(g) All hand/working tools required for maintenance/repair/replacement will be made available with engineers by the contractor throughout the contract period.

(h) Firmware version upgrade of all Network Switches including patch updation as per latest patches released by OEM /its reinstallation in case of failure and their configuration will be done by the contractor.

(j) Maintenance/ replacement of interface connectors, power cords, VGA Cables and all other accessories connecting between Servers, PCs and peripherals.

(k) 100% Maintenance and repair of all VPUs including replacement of defective lamps and Lens is included in the contract.

(l) For items still under warranty, the AMC firm will be responsible for liaison with the OEM for getting repairs carried out on the said item at the earliest. However the existing warranty details will be furnished by the customer.

(m) The preventive maintenance on each computer and printer is to be carried out at least once in a quarter.

(n) **NO REFILLING / REPLACEMENT OF PRINTER CARTRIDGES WILL BE INCLUDED IN THE AMC.**

(p) Damages due to lightning, thunder, showers or any other natural calamities and patching up of all internal and external cable damages of PCs and peripherals including network cables damages are also to be undertaken as part of maintenance Contract.

Operating terms:

8. The 'Contractor' will not subcontract or permit anyone other than the 'Contractor' personnel to perform any such work, services or other performances required of the 'Contractor' under this agreement without prior written consent of the customer. This does not include repairs by OEM of equipment.

9. IT hardware initially accepted and included in the contract will have to be maintained for the complete duration of the AMC period and handed over in perfect working condition on completion of the AMC contract period to the user/to the user appointed AMC vendor. Non-maintenance of the above any one or more of the items at any later date due to whatsoever reason including obsolescence would not be accepted and replacement with equivalent or a higher configuration standard item is to be made by the contractor. The decision to declare an item as obsolete, as per existing policy of Indian Navy is a prerogative of the customer. As and when any item is declared obsolete and is replaced by a new item, the maintenance of such new item will fall under the purview of existing AMC contract.

10. The Contractor shall remain liable to and shall indemnify the owner in respect all cause of action, claims, damages, compensation or costs, charges and expenses arising out of any accident or injury, sustained by the engineers due to any act, default or negligence, error in judgment on his part or on the part of his engineers and supervisor

Resident Service Engineers

11. The Contractor shall position **One supervisor and Six resident engineers** at all time during the contract. These engineers would be earmarked to undertake upkeep maintenance and defect rectification of IT hardware for a group of units/Offices within the close proximity of INS Valsura (NIU, NEU (J) and 2MDT). In circumstances where the numbers of engineers fall short due to increased load of outstanding defects, the numbers of engineers need to be augmented. The AMC firm may resort to accord approval of the Contract Operating Authority (CoA) for the same. As part of this contract, the bidder is to cater for **06 Resident Engineers and One Supervisor** with the following Expertise at the premises of INS Valsura for the duration of the contract:-

<u>Ser</u>	<u>Description</u>	<u>Qty</u>	<u>Educational background</u>	<u>Experience</u>
(a)	Supervisor	01	Degree/ AMIE in CSE, IT, ECE or EEE from a recognised university with additional qualification of	(i) Min 05 Years of experience in IT hardware and Networking maintenance from a reputed firm.

			MCSA/ MCP/ CCNA qualified.	(ii) Supervisor should also possess expertise for undertaking maintenance, trouble shooting and repairs for specific devices like IBM X series/ Net power, Wipro Network power servers.
(b)	Service Engineers	06	Diploma in Computer Hardware maintenance or equivalent with MCSA/ MCP/ CCNA qualified.	<p>(i) Min 03 Years of experience in IT hardware and Networking maintenance from a reputed firm.</p> <p>(ii) At least three of the engineers should be MCSE qualified with experience in Active directory migration / configuration, Windows 2008 server administration and Installation/ Configuration of Exchange 2007 server with working/Installation knowledge in Linux.</p> <p>(iii) The engineers should also possess expertise for undertaking maintenance, troubleshooting and repairs of Network components, OFC cables, CISCO and DLINK switches, Heavy Duty printers, Line printers etc.</p>

Note: The Educational Qualification and Experience certificate of all personnel are to be enclosed with technical bid failure to which will lead to disqualification of the vendor at Technical bid stage itself and their financial/price bid will not be even considered.

AMC Repair Cell at User Premises

12. An AMC repair cell, located at premises of INS Valsura will be provided to the contractor for better operation of the contract. The controlling unit at the AMC cell will provide a manned naval exchange telephone. The Contractor should have proper in house maintenance capability. In this regard adequate space will be provided inside the premises of INS Valsura. There will be no rent charged for the premises, however, electricity bill needs to be paid at actual by the AMC firm.

13. All repairs, maintenance and replacement of the scheduled items/equipment have to be done within stipulated downtime mentioned as per RFP of lodging the respective complaint. Under no circumstance no item is to be taken out of the presents of customer without written approval of the customer.

14. The contractor should have a workshop/ repair centre or have a good liaison with such firms at Jamnagar with facilities for component level repairs.

15. **QRs for the Support Services Engineers**

(a) A person who has received appropriate training in the care and servicing of equipments would be positioned by the firm for carrying out maintenance. The person needs to be qualified in Hardware maintenance & Networking course from a reputed institute. The decision for ascertaining the suitability of the service engineer will be done by the establishment and would be final and binding.

(b) The personnel/ engineers employed by the contractor must be Indian citizens and must have valid police verification certificate. The contractor is responsible for getting all necessary police verifications and a certificate to this effect will be required to be rendered by the contractor to the customer. Information such as address, photograph, contact numbers and other details of the service engineers should be held with the contractor and produce whenever sought by the security staff.

(c) The service engineers should be provided with a two-wheeler for plying within the organization, with a valid driving license for attending defects onsite. Wearing of helmet is mandatory inside INS Valsura.

(d) All the service engineers and supervisor should have one Cell phone each. These should be in working condition at all times during the period of contract. Details of the Cell phone numbers should be provided to the Officer-in-Charge, IT School.

(e) The service engineers should be equipped with suitable tool kit having the following spares and software should be available at the AMC office all times:-

(i) Drivers for all common hardware/ cards.

(ii) Set of drivers for Modem, LAN card, Sound Card, Display Card and any other drivers which are necessary to make the server/PC operational in the same status.

(iii) All Other related tools, which are necessary to carry out the routine repairs on site to make the server/PC operational.

(f) Installation of operating system (Windows/Linux) on new/ repaired machines and various other custom software packages that are used at INS Valsura is considered as part of the job. The service engineers would be required to have knowledge on installation of both Linux and Windows.

Code of Conduct – AMC Engineer

16. Since INS Valsura is a restricted area, a thorough search of all persons and transport may be carried out at the Main Entrance of INS Valsura for as many times as the entrance is being used for entry or exit.

17. The contractor or his authorised representatives shall not communicate any information/data from computer to unauthorized persons within the establishment and any other person outside the establishment.

18. A proper code of conduct is expected out of the service engineers whilst dealing with all Naval Personnel. The service engineers are not to get into any arguments with anyone in the base. In case of any disputes all such cases should be brought to the notice of the AMC operating officer immediately.

Absenteeism of Services Engineers

19. In event of any leave requirement, absenteeism of service engineer, the contractor will provide the suitable service engineer as relief for that day. A penalty for absence of each day for each engineer will be imposed as per LD clause.

20. That firm shall warrant that if firm desires to withdraw any of its resident engineers then firm shall give adequate notice to the Customer which shall not be less than 30 days time period. Similarly, if any resident engineer desires to withdraw, he/she shall give adequate notice to the customer which shall be not less than 30 days time period. In such case, he/she shall not withdraw unless his/ her replacement engineer has been imparted / briefed adequately upto the satisfaction of the Command IT Officer about the job specification. Further, the firm also warrants that the departing resident engineer, even after his withdrawal, shall be liable to render services and offer necessary assistance in respect of queries and clarification arising at later date and which are the fallout of his/her performance of duties under this agreement.

Comprehensive Liability and Replacement of Parts

21. The AMC is fully comprehensive and All Inclusive on-site package. The repair/replacements of defective IT hardware or their parts are included in the package. These items are to be replaced / repaired by the contractor at his own cost.

22. All items replaced should be of an equivalent or a higher configuration and any such activity must be done only post obtaining approval of the customer.

23. **Only IT consumables like Printer ribbons, printer heads, cartridges and toners are not part of the AMC.**

24. Considering the Infosec risk involved in exchanging the defective hard disk with a new one, the defective hard disks are **not to be taken out** by the contractor for repairs under any circumstances. The engineers in the AMC repair cell may attempt repairs to HDDs in presence of the customer representative. Hard Disks, once declared non-repairable, will be retained by the user. The AMC firm will provide a new hard disk of equal / higher capacity to the user without any charges. **Replacement of hard disk**

without taking the defective hard disk is within the scope of this AMC. Even the defective Hard disk is to be returned to the customer.

25. Damages due to any natural calamity and patching up of all internal and external cable damages of PCs and peripherals including network cables damages are also to be undertaken as part of AMC.

26. The contractor can bring to the notice of Officer-in-Charge, IT School all the cases of failure/damage of computer/peripherals or its part due to improper usage of negligence of the user. However, the decision to exclude them from the contract rests with the Officer administering the AMC.

Contract Operation

27. The contract would be operated as follows:-

a. The resident engineers should be available from **0830 to 1800 Hrs** on all working days including Saturdays to attend fault reports related to hardware including networks. A duty service engineer is to be made available on call on all non working days to attend to any emergency operational requirement. Non-adherence to the same would entail the contractor liable to monetary penalty, which will be deductible from the contract amount. In case the defect is major and cannot be repaired in a single day/at the working place, firm may take the defective asset to their workshop located only in Jamnagar. All the costs, charges and expenses in respect of transporting the asset or part thereof shall be firm's responsibility as the same is deemed to be included in the AMC.

28. ***If the equipment is not repaired within days mentioned in contract, a serviceable and reliable replacement of equivalent or superior configuration is to be given by the firm to avoid levy of financial penalties. Any approvals for extending the downtime of defective IT Hardware is to be accorded in written from the Officer administering the contract.***

29. Maintenance support through OEM to be provided if required, for specific devices like CISCO UCS MINI 5108, EMC VNXe 3200, HP PROLIANT DL360 G5, HP PROLIANT DL580 G5, HP PROLIANT DL580 G5, WIPRO (Tower server), HCL (Tower server), IBM BLADE CENTER-E 8677, HCL/ INTEL ATOM D 2500 thin client, HP/ Thin PRO thin client, CISCO Catalyst L3 Switch, Digisol and D-Link network switches, Heavy Duty Printer, line printers, VPU and UPS etc. **The firm in its Technical Bid is to specially indicate the expertise they have for undertaking maintenance, trouble shooting and repairs of the above mentioned devices or alternatively the firms' willingness to take up the repairs through OEMs.**

30. Any delay anticipated beyond the permitted period is to be intimated to the user and the officer administering the contract i.e Oi/C IT School, in writing.

31. All parts replaced by the contractor must be of same specification and make or, if such parts are not available in the market due to obsolescence; parts of different make and quality would be accepted provided such request is made in writing and item is of equivalent or superior quality. Every such replacement/transaction must be informed to

Contract Operating Officer in writing and acceptance obtained by the vendor, failing which **Contract Operating Officer** would be fully justified to ask for equivalent or superior quality parts replacements at a later date. Any change of spare needs to be brought to the notice of the user and it is also to be mentioned in the report.

32. In view of the security considerations, a service engineer once employed, would not be allowed to be changed during the AMC period except in an emergency. The change should be informed well in advance and an equally qualified and experienced Engineer should be sent as replacement. All such changes are to be informed well in advance to the AMC operating Officer of INS Valsura atleast one month in advance. Permanent replacement of any employee/engineer positioned at INS Valsura by the Contractor during the contract period should have the prior permission/clearance from The Officer-in-Charge, IT School. The Contractor shall position additional engineers as on required basis depending on the workload.

33. Firms is expected to have local presence in Jamnagar, for prompt response, quick turnaround of inventory and positioning of ready usable spares for expeditious repairs to be ensured and be able to position adequate resident engineers at short notice.

34. The SELLER would be required to agree that it and its personnel will at all times comply with all security regulations in effect from time to time at establishment. All equipment required to be taken out of the premise for the purpose of repair would be done following the laid down procedure in the establishment with the requisite gate pass.

35. The SELLER or his representatives shall not communicate any information/data fed inside the computer to any person and will comply to all security regulations, rules of Navy as well as the provisions of Official Secret Act 1923.

Registration of Defects

36. An asset management software mechanism should be setup by the contractor to allow users to register and administrators to monitor all the defects raised by the users. The software should be installed and able to run on Valsura CAN.

37. Defects will be reported by user on telephone to the site engineer/technician or through the **AMC Online Support Portal** hosted in Valsura CAN. The contractor is to regularly check the Valsura online AMC portal and attend the defects within minimum time. In case the defect has been lodged though telephone the same defect has to be entered manually by AMC rep into the AMC online Support Portal.

38. A defect registration number same as that on **AMC online support portal** with date and time must be given to the user. This defect registration number for the unit is to be meticulously maintained by the firm in a separate register and entered in PC where specific software is used for administrating the total process of AMC. **Call completion status** on daily basis need to be produced to **Officer-in-Charge, IT School** for validation and signature. ***This is a legal document and would be a primary reference data to decide quarterly payments.***

39. The site engineer/ technician appointed by the **contractor**, must make necessary **entry on the register/ report with date and obtain signature of the individual** after attending to the call/ defect rectification on daily basis. The daily status report on all the complaint calls are to be submitted with **OiC AMC Cell/ OiC IT School, INS Valsura** which should have a following format:-

<u>Ser</u>	<u>Unit / Dept Location</u>	<u>Complaint No & date</u>	<u>Name of the Engineer attended</u>	<u>Complaint description & spares used</u>	<u>Status</u>

40. The above register/ report is a legal document and it would be maintained by the nominated representative of Oi/C IT School. The registration number with date and time will be primary reference data for deciding any down time, delay in repair and subsequent levy or penalty etc. The site engineer/technician's entry in the register/report would be taken as record of repair action taken by the contractor. In case a register/report is not maintained exclusively or regular monthly validation/ signature of **Officer-in-Charge, ITS or Officer-in-Charge, AMC** is not obtained in the register/report, the entry will not be valid. In other cases CoA's verdict will only be valid, and taken as **primary** reference for deciding any down time, delay in repair and subsequent levy of penalties.

41. Apart from the daily status reports provision should be there for generating various management reports like defects that are repetitive in nature, no. of defect attended in a specific period, no of items taken out for repairs etc. These reports are to be submitted to the Officer In- Charge **IT School** as and when demanded. In this regard the firm should position their own PC, Printer and other stationery to generate all these reports.

42. Each IT hardware and network components along with its associated peripherals are to be examined and marked by the serving AMC firm's seal/sticker with details of the AMC firm's name, serial number of the equipment, period of contract, contact number, etc. for the ease of identification and subsequent repairs. The marking of assets is to be carried out prior commencement of the AMC and preferably during the handing/taking over period from the incumbent AMC firm.

43. The quality of spares used for replacement/repair needs to be approved by the CoA and signature of the respective user is to be taken on defect rectification. The firm may deploy their IT assets viz. PC, Printer and other stationeries to generate these reports at their office inside the premises of INS Valsura.

Storage of Spares

44. **IT hardware including standby Laptop, PCs, Printers & network components and ready use spares** are to be maintained and positioned at the start of the contract period and kept at the AMC Cell in the users premises located at IT School, INS Valsura. **The ready use spares are to be stocked at all times in addition to any other required spares. These spares will be mustered initially within 21 days after**

the award of contract and there after in every Quarter by the Contract Operating Officer/ Officer-in-charge AMC Cell. The spares are to be kept under lock and key and replenished as and when consumed. Any unused residual spares, on the satisfactory completion of the contract, will be returned back to the firm. These ready use spares should include spares for servers, switches, monitors, dot matrix printers, DeskJet printers, key boards, mouse, NIC cards, SMPS, mother boards, RAMs, cable and connectors. These spares to be in sufficient quantity to avoid downtime of the equipment.

<u>Ser</u>	<u>RU Spare (Ready Use Spare)</u>	<u>Qty</u>
(i)	Motherboard with i3 processor	01
(ii)	Deskjet printer alongwith driver	01
(iii)	Hard disk drives (SATA/PATA)- 500 GB	01
(iv)	Hard disk drives (SATA/PATA)- 320 GB	01
(v)	SMPS (24 pin), 230 Volt	10
(vi)	LED Monitor (18.5 inch)	02
(vii)	RAM 4 GB DDR3	03
(viii)	RAM 2 GB DDR2	05
(ix)	USB Mouse (OEM)	05
(x)	USB Keyboard (OEM)	05
(xi)	PS2 keyboard	02
(xii)	PS2 Mouse	02
(xiii)	CD/DVD ROM/RW drives	01
(xiv)	HDD Cable	02
(xv)	Printer Cable	02
(xvi)	Data Cable	02
(xvii)	HDMI cable 15 mtrs	02
(xviii)	VGA Cable 20 mtrs	02
(xix)	Spike Guard	03
(xx)	UPS 1 KVA	01
(xxi)	Graphics card 2 GB	02
(xxii)	1 KVA UPS Battery	06
(xxiii)	CAT 6 Cable (310 Mtr)	2 box
(xxiv)	LAN Card	10
(xxv)	RJ 45 patch cord 1 Mtr	10
(xxvi)	Digital Multimeter	02
(xxvii)	Soldering Iron 10 W (with solder & Flux)	01
(xxviii)	Network signal detector, Crimping tool, Punching tool	
(xxix)	RJ 45 connectors,	1 box
(xxx)	LAN I/O box	04
(xxxi)	Blank CD	10
(xxxii)	Blank DVD	10
(xxxiii)	CMOS battery	15

(Non Adherence to this will forfeit LD clause as per the terms and conditions in RFP)

45. Should the AMC for an IT hardware be terminated/ceased at any time, the firm is solely responsible to hand over the equipment in serviceable condition as per pre-AMC

inspection to the customer, failing which the customer is at liberty to get the equipment repaired through any other source at risk and cost basis and the cost debitable to the contractor from the Caution deposit.

Preventive and Breakdown Maintenance

46. The vendor will undertake preventive maintenance of all IT hardware once every quarter. A record for the same is to be maintained by the Seller.

47. If a particular hardware under repair needs to be taken to the OEM premises, the Contractor is to provide a suitable replacement without any delay for avoiding leverage of financial penalty against the firm. In case of any delay beyond the permissible limit of two days, the same needs to be informed to Officer-in-Charge, IT School, INS Valsura.

48. It will be the responsibility of the firm to keep all the IT hardware under this contract to be in fully working condition.

Care of Equipment by Contractor

49. The equipment or any other part therefore shall be maintained or opened only by the authorised representative of the contractor.

50. Any damage to the equipment occurred during the maintenance shall be made good by the contractor at their own expense.

51. No alterations to be made, no new attachments fitted or repaired or adjustment made that can decrease/reduce the actual capability of the machine.

Arbitration of Settlement of Dispute

52. Every dispute, difference or question which may at any time arise between the parties hereto or any person, under them touching or arising out of or in respect of this agreement of the subject matter, these shall be referred to the arbitration of The Commander-in-Chief, Southern Naval Command through The Commanding Officer, INS Valsura and the decision of The Commander-in-Chief, Southern Naval Command shall be final and binding on the parties.

53. No amendment to this agreement shall be effective unless it is in writing and signed by duly authorized representatives of both parties.

54. Each party warrants and guarantees that it has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each has been properly authorized and empowered to enter into this agreement. Each party further acknowledges that it has read this agreement, understands it and agrees to be bound by it.

Bank Guarantee / Caution Deposit

55. The contractor will furnish an unconditional, refundable bank guarantee for an amount equivalent to 10% of contract value **within 30 days of receipt of the confirmed supply order/ signing of the contract** in favour of Principal Controller of Defence Accounts (Navy), Mumbai valid for a period of **38 months** from the date of commencement of contract for indemnifying the Government against any default/failure in execution of contract and as a security deposit for materials/items being taken for repairs.

(OR)

The contractor will furnish an unconditional, refundable bank fixed deposit for an amount equivalent to 10% of contract value **within 30 days of receipt of the confirmed supply order/ signing of the contract** in favour of Principal Controller of Defence Accounts (Navy), Mumbai valid for a period of **38 months** from the date of commencement of contract for indemnifying the Government against any default/failure in execution of contract and as a security deposit for materials/items being taken for repairs.

56. Total expenditure carried out against all default/failure will be deducted from the same amount and the balance will be refunded on production of No Demand Certificate from The Officer-in-Charge, Centre for Advanced and No Claim Certificate from the contractor.

57. **Site Survey:** In order to estimate the costs in a realistic manner it is advised that all the bidders may carry out a site survey at INS Valsura and nearby units like NIU, NEU (J) and 2MDET prior to submission of the tenders. Once the firm has submitted their price bid, it will be assumed that he/she has understood the exact scope of work pertaining to all the assets which are to be included in the contract. INS Valsura will not entertain any grievances regarding any issues regarding this post submission of tenders/ at any stage of bidding process/ contract. **However, if any bidder feels to have a site survey needs to intimate INS Valsura by Fax/ Telephone at least 10 days prior to the last date of submission of the bids.**

58. **Attendance Register:** An attendance register is to be maintained by the supervisor of the Contractor and will be solely responsible for ensuring the attendance of his engineers is marked on daily basis. The same is to be put up to the Officer-in-Charge, AMC Cell by 0845 Hrs and in the evening by 1815 Hrs. This will be treated as legal document for finalising the payment in every quarter. The format to be maintained is as below:

<u>Ser</u>	<u>Date</u>	<u>Name</u>	<u>Signature of Supervisor and Engineer</u>	<u>Time</u>	<u>Signature of Supervisor and Engineer</u>	<u>Time</u>	<u>Remarks of OiC AMC</u>

59. **Jurisdiction.** Jamnagar civil court will alone have jurisdiction over any of the matter pertaining to contract.

60. **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 email or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.