

Request for Proposal
for
**Annual Maintenance Contract for
Computer Hardware Equipments**

April 11, 2017

Issued by

National Mission for Clean Ganga
(Ministry of Water Resources, River Development & Ganga Rejuvenation)
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RFP No.: A-01/2016-17/01/Computer NMCG Admin.

DISCLAIMER

The information contained in this Request for Proposal document ("RFP") or subsequently provided to Bidders, verbally or in documentary or any other form by or on behalf of the National Mission for Clean Ganga (here forth referred to as NMCG in this document) or any of its employees or advisers, is provided to Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the NMCG to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their offers, financial or technical ("Bids") pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the NMCG in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the NMCG, its employees or advisors to consider the investment objectives, technical expertise, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the RFP Document may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The NMCG accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The NMCG, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bidding Stage.

The NMCG also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The NMCG may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. The issue of this RFP does not imply that the NMCG is bound to select a Bidder or to

appoint the Selected Bidder as the case may be, for the Project and NMCG reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by NMCG or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and NMCG shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

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1. Introduction

1.1 Introduction

- 1.1.1 The National Mission for Clean Ganga (NMCG) is executing NAMAMI GANGE program involving enormous level of development work to be carried out across the identified cities and villages in the five States along river Ganga.
- 1.1.2 NMCG invites Bids from interested and eligible, qualified, technically competent and experienced entities to provide the annual maintenance contract services as detailed in this RFP. NMCG invites Bids to this Request for Proposal (“RFP”) from such eligible entities (“Bidders”) for selection of provider of annual maintenance contract services (“AMC Vendor”).
- 1.1.3 The Contract (“AMC Contract”) will be valid for one (1) year period with effect from date of signing of contract between NMCG and the Successful Bidder. The AMC Contract could be extended for a further period of one (1) year at the end of first year, based on performance and mutually agreed terms and conditions.

1.2 Bidding Process

- 1.2.1 NMCG invites detailed Bids (Technical Bid and Financial Bid, collectively referred to as the “Bid”) from eligible entities hereinafter referred to as the “Bidder(s)”.
- 1.2.2 The Bid would be evaluated on the basis of the eligibility criteria set out in this Request For Proposal (RFP) document (hereinafter referred to as the “Evaluation Methodology”) in order to identify the successful bidder for the services (hereinafter referred to as the “Successful Bidder”). The Successful Bidder would then be required to enter into an agreement with NMCG (hereinafter the “Contract”) and perform the obligations as stipulated therein.
- 1.2.3 A Successful Bidder will be selected based on the L-1 (Least Cost) method described in this RFP.

1.3 Contractual Framework

- 1.3.1 NMCG will enter into a contract with the Successful Bidder in respect of the scope of services as mentioned in the Terms of Reference (“ToR”) (hereinafter called as “Services”) covered under this RFP. The Successful Bidder after signing of the Contract shall be called as “AMC Vendor”.

2. Instruction to Bidders

2.1 General

- 2.1.1 Bidders as eligible in terms of the criteria as mentioned in this RFP are allowed to submit their Bid in response to this RFP Document.
- 2.1.2 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the Contract shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Contract.
- 2.1.3 Bidders shall submit their Bids not later than Bid Due Date mentioned in this RFP. The Bids that are received after stipulated Bid Due Date shall be summarily rejected.
- 2.1.4 Bids must include all documentation specified or required under this RFP. Bidders shall follow the format as provided in this RFP and respond to each requirement or information sought for as needed for the purpose of this RFP.
- 2.1.5 In absence of requisite documents or supporting evidence of proof as required under the terms of this RFP, Bids shall either not be considered for evaluated or not evaluated against the respective criteria as the case may be.
- 2.1.6 This RFP is not transferable.
- 2.1.7 Bidders may note that NMCG will not entertain any deviations to the RFP Document at the time of submission of the Bid or thereafter. The Bid to be submitted by the Bidders will be unconditional and unqualified and the Bidders would be deemed to have accepted the terms and conditions of the RFP Document with all its contents. Any conditional Bid shall be regarded as non-responsive and would be liable for rejection.
- 2.1.8 The Financial Bid should be furnished in the format at **Appendix 9: Financial Bid**, clearly indicating the Bid amount in both figures and words, in Indian Rupees only, and signed by the Bidder's authorised signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- 2.1.9 The Financial Bid shall consist of a price to be quoted by the Bidder and shall be payable by NMCG to the AMC Vendor, as per the terms and conditions of this RFP and the provisions of the Contract.
- 2.1.10 The Successful Bidder shall be required to, inter alia: (i) enter into the Contract, (ii) adhere to the provisions of the Contract so entered into, and (iii) perform the Services in accordance with the terms of the said Contract.

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- 2.1.11 A Power of Attorney nominating the person for signing the Bid, for and on behalf of the Bidder, as its Authorized Signatory shall be submitted by the Bidder, as per the format enclosed at **Appendix 3: Format for Power of Attorney for Signing of Bid**.
- 2.1.12 Every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders are expected to carry out, at their own cost, due diligence as may be required to submit their Bids for providing specified services as detailed in this RFP.
- 2.1.13 The Bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of bid, in providing any additional information required by NMCG to facilitate the evaluation process, and in negotiating a definitive contract of all such activities related to the bidding process. NMCG will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 2.1.14 The RFP and all attached documents are and shall remain the property of NMCG and transmitted to the Bidders solely for the purpose of preparation and the submission of their respective Bids in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bids. NMCG will not return any Bid or any information provided along therewith.
- 2.1.15 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 2.1.16 All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the NMCG on the basis of this RFP.
- 2.1.17 No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of NMCG. Any notification of Preferred Bidder status by NMCG shall not give rise to any enforceable rights by the Bidder. NMCG may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of NMCG.

2.2 Number of Bids

Each Bidder shall submit only one (1) Bid, comprising one (1) Technical Bid with a copy of it and one (1) Financial Bid in response to this RFP Document. Any Bidder, which submits or participates in more than one Bid will be disqualified and will also cause the disqualification of Bidder in which it participates in any form.

2.3 Verification of Documents

NMCG reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP Document. NMCG may, for purpose of evaluation of Bids or any other purpose, seek clarifications from Bidders with regard to statements, information and documents submitted by the Bidder. Failure of NMCG to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder to submit true and correct information; nor will it affect any rights of NMCG.

2.4 Language

The Bid, and all related correspondence and documents related to the Bid exchanged between the Bidder and NMCG shall be written in the English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly certified by self-attestation by the Bidders. Supporting materials that are not accompanied by its English translation shall not be considered for evaluation of the Bid. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

2.5 Clarifications by Bidders

2.5.1 Bidders requiring any clarification on the RFP Document may notify NMCG in writing by e-mail/ facsimile/ post/ courier within such date as specified in the Schedule of Bidding Process set out in Appendix 1.

2.5.2 All correspondence / enquiries/ request for clarifications should be submitted to the following in writing by e-mail / fax / post / courier:

Dr. Indresh Kumar Sawhney
Procurement Specialist
National Mission for Clean Ganga
1st Floor, Major Dhyanchand National Stadium
India Gate, New Delhi-110002
Telephone: +91-11-23072900-01; Telefax: +91-11-23049567
E: indresh.sawhney@nmcg.nic.in

2.5.3 NMCG shall endeavour to respond to the queries raised or clarifications sought by the Bidders. However, NMCG reserves the right not to respond to any query or provide any clarification, in its sole discretion, and nothing in this clause shall be construed, taken or read as compelling or requiring NMCG to respond to any query or to provide any clarification.

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- 2.5.4 NMCG may, also on its own, if necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued in writing by NMCG shall be deemed part of the RFP Documents. Verbal clarifications and information given by the NMCG or their employees, advisors or representatives shall not in any way or manner be binding on NMCG.

2.6 Currency

The currency for the purpose of the Bid shall be the Indian Rupee (INR).

2.7 Amendment of RFP Document

- 2.7.1 At any time prior to the Bid Due Date, NMCG may, for any reason, whether at its own initiative or in response to clarifications requested by Bidder(s), modify the RFP by way of issue of Addendum.

Any addendum thus issued shall be uploaded on the website of NMCG and CPPP portal (<https://eprocure.gov.in/cppp/>), shall be binding on Bidders and shall form part of the RFP.

Bidders are advised to visit the website www.nmcg.nic.in and <https://eprocure.gov.in/cppp> regularly to keep themselves updated. Any Addendum thus issued will be binding upon Bidders.

- 2.7.2 NMCG, may in its sole discretion and without assigning any reason, modify, alter or amend all or any part of the RFP and/or Schedule of Bidding Process by issue of addendum to the RFP Document.

2.8 Miscellaneous - Other Provisions

- 2.8.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Delhi alone shall have jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

- 2.8.2 NMCG, in its sole discretion and without incurring any obligation or liability, reserve the right to:

- (a) suspend and/or cancel the Bidding Process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- (b) to consult/clarify with any Bidder in order to receive clarification or further information;
- (c) retain any information and/or evidence submitted to NMCG by, on behalf of, and/ or in relation to any Bidder; and

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- (d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
 - (e) terminate the RFP process at any time and without assigning any reason. NMCG makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- 2.8.3 This RFP does not constitute an offer by NMCG. The bidder's participation in this process may result NMCG selecting the Bidder to engage towards execution of the contract.
- 2.8.4 It shall be deemed that by submitting the Bid, the Bidder agrees and releases NMCG, their employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 2.8.5 Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the Bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

2.9 Disqualification

- 2.9.1 Even if the Bidder meets the guidelines as set forth in this RFP Document, NMCG, at its discretion, may disqualify any Bidder if:
- (a) the Bidder (or any of the member in case of a Consortium) has been barred or blacklisted by NMCG/ any other entity of GOI or any state government or central government / department / funding agency in India, if such bar subsists as on the Bid Due Date. The Bidder (all Members in case of a Consortium) shall be required to furnish an affidavit as per format provided in Appendix 5; or
 - (b) the Bidder has made misleading or false representation in the forms, statements and attachments submitted; or
 - (c) the Bidder has a record of poor performance during the last five (5) years such as consistent history of litigation / arbitration award against the Bidder / any of its constituents or financial failure due to bankruptcy etc.
- 2.9.2 **Corrupt Practice:**
- (a) The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and

subsequent to the issue of the LOA and during the subsistence of the contract agreement. Notwithstanding anything to the contrary contained herein or in the LoA or the contract agreement, NMCG shall reject a Bid, withdraw the LoA, or terminate the Contract Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, as the case may be, if it determines that the Bidder, as the case may be, has directly or indirectly or through an agent, engaged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, NMCG shall forfeit and appropriate the Bid Security or Performance Guarantee, without prejudice to any other right or remedy that may be available to NMCG hereunder or otherwise;

- (b) Without prejudice to the rights of NMCG hereinabove and the rights and remedies which NMCG may have under the LoA or the Contract Agreement, if a Bidder, as the case may be, is found by NMCG to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LoA or the execution of the Contract Agreement, such Bidder shall not be eligible to participate in any tender or RFP Document issued by NMCG during a period of five years from the date such Bidder, as the case may be, is found by NMCG to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- (c) For the purposes of Clauses above, the following terms shall have the meaning hereinafter respectively assigned to them:
 - i. **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of NMCG who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LoA or has dealt with matters concerning the Contract Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of NMCG, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process; or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LoA or after the execution of the Contract Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoA or the

Contract Agreement, who at any time has been or is a legal, financial or technical adviser of NMCG in relation to any matter concerning the tender;

- ii. **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- iii. **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- iv. **“undesirable practice”** means establishing contact with any person connected with or employed or engaged by NMCG with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process.

2.10 Bid Security

- 2.10.1 The Bid shall be accompanied by a Bid Security for an amount of Rupees twenty thousand (INR 20,000/-) only. No relaxation of any kind in Bid Security shall be given to any Bidder.
- 2.10.2 The Bid Security shall remain valid for a period of forty-five (45) days beyond the Bid Validity Period of Bids as provided in Clause 2.11.1, and would need to be extended, if so required by NMCG, for any extension in the Bid Validity Period.
- 2.10.3 The Bid Security shall be in the form of Fixed Deposit Receipt (FDR) in favour of National Mission for Clean Ganga on any Scheduled bank payable at New Delhi.
- 2.10.4 The Bid Security should be sealed in an envelope as part of the Technical Bid. The envelope should clearly show name of the company submitting the Bid Security and Tender Name or Number. Any Bid, except for such Bidders registered with micro and small enterprises (MSE) as defined in MSE policy issued by Department of MSME or registered with Central Purchase Organisation or the Ministry of Water Resources, River Development & Ganga Rejuvenation , not accompanied with valid Bid Security in the acceptable form will be summarily rejected by NMCG as being non-responsive.
- 2.10.5 The Bid Security is interest free and will be refundable to the unsuccessful Bidders without any accrued interest on it.
- 2.10.6 The Bid Security shall be returned to unsuccessful Bidders after expiry of the final Bid Validity Period and latest on or before the 30th day after award of the contract. The Bid Security, submitted by the Successful Bidder, shall be released upon signing of the contract agreement. On notification of the Bidder either through issuance of LoA or as communicated by the NMCG, as the Successful Bidder, the Successful Bidder shall be required to keep its Bid Security valid till submission of the Performance Bank Guarantee or the signing of Contract whichever is later.

2.10.7 The Bid Security shall be liable to be forfeited, in the following cases:

- (a) If the Bidder withdraws or amends its Bid or impairs or derogate from the Bid in any respect within the Bid Validity Period; or
- (b) If the Bidder modifies or withdraws its Bid during the interval between the Bid Due Date and expiration of the Bid Validity Period; or
- (c) If the Preferred Bidder fails to accept the LoA within the stipulated time period; or
- (d) In case of the Successful Bidder, if it fails to furnish the Performance Bank Guarantee within the specified time limit prescribed therefore in the LoA; or
- (e) If any information or document furnished by the Successful Bidder turns out to be misleading or untrue in any material respect; or
- (f) If a Bidder engages in a corrupt, fraudulent, coercive, undesirable or restrictive practice as specified in Clauses 2.9.2 of this RFP Document; or
- (g) If a Bidder has a conflict of interest which affects the Bidding Process.

2.11 Validity of Bid

2.11.1 The Bid shall indicate that it would remain valid for a period not less than ninety (90) days from the Bid Due Date (the “Bid Validity Period”). NMCG reserves the right to reject any Bid that does not meet this requirement.

2.11.2 Prior to expiry of the Bid Validity Period, NMCG may request the Bidders to extend the period of validity for a specified additional period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder agreeing to the request will not be allowed to modify its Bid, but would be required to extend the validity of its Bid for the period of extension and for extension of Bid Security comply with Clause 2.10.2 of this document in all respects. A Bidder refusing the request shall not be eligible to participate further in the Bidding process.

2.11.3 The Successful Bidder shall extend the Bid Validity Period till the date of signing of the Contract.

2.12 Bidders Responsibility

2.12.1 The Bidder is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of RFP Document will be at the Bidder’s own risk.

2.12.2 It would be deemed that prior to the submission of Bid, the Bidder has:

- (a) made a complete and careful examination of the various aspects of the Project including but not limited to:
 - (i) requirements, and other information set forth in this RFP;

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- (ii) all other matters that might affect the Bidder's performance under the terms of this RFP;
 - (iii) applicable laws and regulations in force in India and those applicable to the Project.
- (b) received all such relevant information as it has requested from NMCG; and
- 2.12.3 NMCG and / or their consultants shall not be liable for any omission or mistake or error or neglect by the Bidder in respect of the above.

2.13 Submission of Bid

2.13.1 Bidders shall provide all the information as per this RFP Document and in the specified formats. NMCG reserves the right to reject any Bid that is not in the specified formats.

2.13.2 **The Bid shall be submitted in two envelope:**

Envelope A: Technical Bid (To be submitted in a separate envelope), which shall include:

- (a) Covering Letter cum Project Undertaking as per Appendix 2 stating the Bid Validity Period.
- (b) Power of Attorney for signing of the Bid as in Appendix 3.
- (c) Affidavit Certifying that Business Entity/Promoter(s)/ Director(s) of Business Entity are not blacklisted/barred as in Appendix 4.
- (d) Copy of Certificate of Incorporation and PAN CARD.
- (e) Appendix 5, 6 and 7.

Envelope B: Financial Bid (To be submitted in a separate envelope):

The Financial Bid shall be submitted in accordance with the requirements prescribed in this RFP as per Appendix 8 and Appendix 9.

2.13.3 The Bid and its copy shall be typed or printed in indelible ink and the Authorised Signatory of the Bidder shall initial each page of the Bid in ink. All the alterations, omissions, additions, or any other amendments made to the Bid shall be initialled by the person signing the Bid. All pages of the Bid must be serially numbered.

2.14 Sealing and Marking of Bid

2.14.1 The Bidder shall seal the original and one copy of Technical Bid; and the original of the Financial Bid, in separate envelopes, duly marking the envelopes as **"TECHNICAL BID"** (Envelope A) and **"FINANCIAL BID"** (Envelope B) respectively. The original and the copy of Technical Bid shall be provided in separate envelopes, duly marking the

envelopes as **“ORIGINAL”** and **“COPY”** respectively. In the event of any discrepancy between the original and the copy, the original shall prevail. There shall be no copy of the Financial Bid. Financial Bid shall be submitted separately in a single envelope, which shall be marked as Financial Bid (Envelope B). These envelopes shall then be placed and sealed in an outer envelope.

2.14.2 Each envelope shall indicate the name and address including contact details (telephone and email id) of the Bidder.

2.14.3 All the envelopes shall clearly bear the following identification:

“Selection of AMC Vendor”
“To be opened by Bid Opening Committee only”

and

“Submitted by
- Name, Address and Contact details of the Bidder and Authorised Person”

2.14.4 The Bid shall be submitted to:

Procurement Wing,
National Mission for Clean Ganga
(Ministry of Water Resources, River Development & Ganga Rejuvenation)
1st Floor, Major Dhyan Chand National Stadium
India Gate, New Delhi-110002
Telephone: +91-11-23072900-01; Fax: +91-11-23049567

2.14.5 If the envelopes are not sealed and marked as instructed above, the Bid may be deemed non-responsive and would be liable for rejection. NMCG assumes no responsibility for the misplacement or premature opening of such Bid.

2.15 Bid Due Date

2.15.1 Bids should be submitted on or before the Bid Due Date mentioned in the Schedule of Bidding Process set forth in Appendix 1, at the address provided in Clause 2.14.4 in the manner and form as detailed in this RFP Document. Bids submitted by facsimile, transmission or telex or email or any other such mode shall not be acceptable.

2.15.2 NMCG may extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.7.

2.16 Late Bids

2.16.1 Bids received by NMCG after the Bid Due Date will be summarily rejected.

2.17 Modification and Withdrawal of Bids

2.17.1 The Bidder is not allowed to modify, amend or withdraw its Bid after submission to the NMCG.

2.18 Consultant(s) or Advisor(s)

2.18.1 To assist in the examination, evaluation, and comparison of Bids, NMCG may utilise the services of consultant(s) or advisor(s).

2.18.2 NMCG shall not be bound by the opinion or advice given by any consultant or advisor referred to in Clause 2.18.1. The final determination as regards the Bid during the Bidding Process shall vest with NMCG.

3. Eligibility of Bidder(s)

3.1

- (a) The Bidder should be Indian company, partnership firm, proprietary Firm registered under the respective act of India.
- (b) The Bidder should be an established and experienced entity in providing AMC services for IT hardware including desktops, laptops, printers, NAS, router and servers for the last five (5) financial years. The Bidder has to provide self-certificate signed by the Authorised Signatory of the Bidder.
- (c) The Bidder should have its office in Delhi NCR region. The Bidder has to provide self-certificate signed by the Authorised Signatory of the Bidder.
- (d) The average annual turnover of the Bidder during last three financial years (FY 2013-14, FY2014-15, and FY 2015-16) generated from AMC of desktops, Laptops, printers, server, NAS and router should be more than or equal to Rupees one lakh (INR 100,000/-). The Bidder has to submit a certificate from a chartered accountant (CA) signed in original in this regard, in absence of which the Bid shall not be considered and be rejected.
- (e) The Bidder should be a profit making company or firm in each of the last three financial years (FY2013-14, FY2014-15 and FY 2015-16). The Bidder has to submit a certificate from CA signed in original. In absence of this certificate, the Bid shall not be considered and be rejected.
- (f) The Bidder should have valid registration for VAT, Service Tax and PAN. The Bidder shall submit documentary proof of the VAT, Service Tax and PAN registration.
- (g) The Bidder should have completed before Bid Due Date, at least three assignments in last five (5) financial years, of providing AMC services to central government, state government, government departments, government owned companies and government owned societies. The Bidder has to provide work orders, LoA, completion certificates, relevant pages of contract in proof of such assignments self attested by the Authorised Signatory of the Bidder. The Bidder should submit all relevant certificates, documentary proofs in support of their eligibility criteria. In absence of such proof, the eligibility of bidder shall not be considered.
- (h) The Bidders should have experience in AMC of not less than 40 computer systems in one organisation under single contract in any year during the last five financial years.

(i) The Bidder should be authorised service provider of the Original Equipment Manufacturer (OEM) Vendor for respective products i.e. desktops, laptops, printers, server, NAS, router and i/o internet ports.

3.2 Consortium: Consortium, Joint Venture, subletting, sub-contracting or hiring services of other entity for execution of the Services under this RFP is not allowed.

4. Evaluation Process

4.1 Opening of Technical Bid

- 4.1.1** The representatives of NMCG shall open the envelope labelled “**Technical BID**” on the Bid Opening Date and time as mentioned in **Appendix 1: Schedule of Bidding Process**, or at an appropriate time on the extended date for opening of Bids as may be notified, at the venue specified below:

**National Mission for Clean Ganga
(Ministry of Water Resources, River Development & Ganga Rejuvenation)
1st Floor, Major Dhyanchand National Stadium
India Gate, New Delhi-110002
Telephone: +91-11-23072900-01; Fax: +91-11-23049567**

- 4.1.2** The envelope containing Technical Bid shall be opened in the presence of Bidders’ representatives, who choose to attend.

4.2 Evaluation of Technical Bid

- 4.2.1** In stage-I of Bid Evaluation, the Technical Bid submitted by the Bidders shall be checked for responsiveness and evaluated with the requirements of the RFP Document. NMCG reserves the right to reject any Bid which in its opinion is not responsive.
- 4.2.2** The Technical Bid of the Bidder would be evaluated as per the eligibility criteria set out in the RFP Document.
- 4.2.3** Bidders are expected to submit a complete Bid in all respect. All the required documents and details must be included. In the absence of the same, leading to material deviation or reservation or conditional bid, the Bid is liable to be rejected.

4.3 Opening of Financial Bid

- 4.3.1** The Financial Bid of only such Bidders shall be opened and considered for evaluation whose submission meets the requirements of the eligibility criteria and requirements as per this RFP (“Technically Shortlisted Bidders”).

4.4 Evaluation of Financial Bid

- 4.4.1** The Financial Bids of the Technically Shortlisted Bidders will be opened in the presence of such Bidders’ representatives who choose to attend. The representatives of Bidders shall sign a register to evidence their presence.
- 4.4.2** Bids shall be evaluated based on the L1 method.

4.4.3 The Financial Bid shall be evaluated on basis of the price as quoted in the **Appendix 8: Format of Financial Bid Letter**.

4.4.4 The Bids will be ranked in terms of price quoted in the Financial Bid.

4.4.5 The Bidder who has quoted the lowest price shall be considered by NMCG as rank one Bidder and shall be called the Preferred Bidder. The other Bidders shall be ranked accordingly.

4.4.6 The Bid with the lowest quoted price will be considered for award of contract and may be called for negotiations, if required.

4.5 Notification

4.5.1 Upon acceptance of the Bid of the Preferred Bidder with or without negotiations, NMCG shall declare the Preferred Bidder as the Successful Bidder and issue Letter of Award (LoA) that its Bid has been accepted.

4.6 NMCG's Right to Accept or Reject Bid

4.6.1 NMCG reserves the right to accept any Bid or reject any or all of the Bids without assigning any reason therefore and to take any measure as it may deem fit, including annulment of the bidding process, at any time prior to award of work, without incurring any liability or any obligation for such acceptance, rejection or annulment.

4.6.2 NMCG reserves the right to reject any Bid if:

- (a) the Bidder does not respond promptly and thoroughly to the requests for supplemental information required for evaluation of its Bid; or
- (b) one or more of the conditions have not been met by the Bidder; or
- (c) the Bidder has made a material misrepresentation or such material misrepresentation is uncovered; or
- (d) the Bidder engages in a corrupt, fraudulent, coercive, undesirable or restrictive practice.

4.6.3 If such disqualification / rejection occurs after the Financial Bids have been opened and the Bidder quoting the lowest price gets disqualified / rejected, NMCG reserves the right to:

- (a) invite the next ranking Bidder quoting with next lowest price, for negotiations; or
- (b) take any such measure as may be deemed fit in the sole discretion of NMCG, including annulment of the bidding process.

4.6.4 In case it is found after the issue of the Letter of Acceptance ("LoA") or signing of the Contract or during the subsistence thereof, that :

-
- (a) one or more of the conditions have not been met by the Bidder; or
 - (b) the Bidder has made a material misrepresentation or such material misrepresentation is uncovered; or
 - (c) the Bidder engages or has engaged in a corrupt, fraudulent, coercive, undesirable or restrictive practice,

then the LoA or the contract agreement, as the case may be, shall notwithstanding anything to the contrary contained therein or in this RFP Document, be liable to be revoked / terminated by a communication in writing by NMCG to the Successful Bidder without NMCG being liable in any manner whatsoever to the Successful Bidder as the case may be. In such event, NMCG shall forfeit and appropriate the Bid Security or Performance Bank Guarantee, as the case may be, without prejudice to any other right or remedy that may be available to NMCG.

4.7 Acknowledgment of Letter of Acceptance (LoA) and Execution of Contract

- 4.7.1** Within seven (7) days from the date of issue of the LoA, the Successful Bidder shall accept the LoA and submit to NMCG the acknowledgement letter in respect thereof.
- 4.7.2** The Successful Bidder shall execute the Contract within thirty (30) days of the date of issue of LoA or within such other period as may be communicated by NMCG.
- 4.7.3** NMCG may notify other Bidders that their Bids have been unsuccessful and their Bid Security shall be returned to unsuccessful Bidders after expiry of the final Bid Validity Period and latest on or before the 30th day after award of the contract.

4.8 Performance Bank Guarantee

- 4.8.1** The Successful Bidder shall be required to furnish a Performance Bank Guarantee ("PBG") prior to the signing of the Contract Agreement.
- 4.8.2** Failure of the Successful Bidder to comply with the requirements of Clause 4.7.2 or Clause 4.8.1 shall constitute sufficient grounds for the annulment of the LoA, and forfeiture of its Bid Security. In such an event, NMCG reserves the right to,
 - (a) invite the next ranking Bidder and negotiate upon the following scenario, or
 - (b) take any such measure as may be deemed fit in the sole discretion of NMCG, including annulment of the Bidding Process.

Appendix 1: Schedule of Bidding Process

NMCG would endeavour to adhere to the following schedule:

Sr. No	Activity Description	Date
1.	Issue of RFP	April 11, 2017
2.	Last Date for Submission of Queries	April 21, 2017, 11:00 Hrs.
3.	NMCG response to Queries or Corrigendum if any	April 25, 2017.
4.	Bid Due Date	May 05, 2017, up to 12:00 Hrs.
5.	Date for Opening of Technical Bids	May 05, 2017, at 15:00 Hrs.
6.	Date for Opening of Financial Bids	To be intimated separately
7.	Issue of LOA to Successful Bidder	To be intimated separately

Appendix 2: Format for Covering Letter cum Undertaking

[On the Letterhead of the Bidder]

Date: _____

To

Director General,
National Mission for Clean Ganga
(Ministry of Water Resources, River Development & Ganga Rejuvenation)
1st Floor, Major Dhyanchand National Stadium
India Gate, New Delhi-110002
Telephone: +91-11-23072900-01; Fax: +91-11-23049567

**Sub: RFP No.: A-01/2016-17/01/Computer NMCG Admin.,
Bid for Selection of AMC Vendor**

Dear Sir,

We have read and understood the Request for Proposal (RFP) Document in respect of the Project provided to us by NMCG. We hereby submit our Bid for the captioned Project.

1. We are enclosing and submitting herewith our Bid in one (1) original and one (1) copy, with the details as per the requirements of the RFP, for your evaluation and consideration.
2. The Bid is unconditional.
3. All information provided in the Bid and in the Appendices are true and correct.
4. We shall make available to the NMCG any additional information it may find necessary or require to clarify, supplement or authenticate the Bid.
5. We acknowledge the right of the NMCG to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our / their part.
7. We declare that:
 - (a) We have examined and have no reservations to the RFP documents, including the Addendum issued by NMCG.
 - (b) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable

practice or restrictive practice, as defined in Clause 2.9.2 (c) of the RFP, in respect of any tender or request for proposal issued by or any agreement entered into with NMCG or any other public sector enterprise or any government, Central or State.

8. We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to submit Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.8.2 of the RFP Document.
9. We declare that we satisfy and meet the requirements as specified in the RFP Document and eligible to submit a Bid in accordance with the terms of this RFP Document.
10. We declare that we are not a member/part of any other Bidder submitting a Bid for the Project.
11. We certify that we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority in any matter which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
12. We further certify that in regard to matters relating to security and integrity of the India, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us.
13. We certify that no investigation by a regulatory authority is pending either against us or against our Chief Executive Officer, Managing Director or any of our Directors or any shareholder holding not less than five (5) percent of our issued and subscribed share capital.
14. We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification; we shall intimate NMCG of the same immediately.
15. We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising or accruing to challenge or question any decision taken by NMCG in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned project and the terms and implementation thereof.
16. In the event of our Bid being declared as the Successful Bidder, we agree to enter into a Contract as part of the RFP (including any amendments issued prior to submission of Bid).
17. We have studied all the RFP carefully and also surveyed and studied the project requirements and other matters pertaining thereto. We understand that except to the extent as expressly set forth in the contract agreement, we shall have no claim,

right or title arising out of any documents or information provided to us by NMCG or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of contract.

18. Our Financial Bid has been quoted by us after taking into consideration all the terms and conditions stated in the RFP Document, our own estimates of costs and after a careful assessment of the Project and all the conditions that may affect the Bid.
19. We confirm our having submitted the Bid Security of Rupees Twenty Thousand only (INR 20,000/-) to NMCG in accordance with the RFP Document. The Bid Security in the form of Fixed Deposit Receipt (FDR) is enclosed.
20. We agree and understand that the Bid is subject to the provisions of the RFP Documents. In no case, we shall have any claim or right of whatsoever nature if the project or Contract is not awarded to us or our Bid is not opened.
21. We agree and undertake to abide by all the terms and conditions of the RFP Document.
22. We agree to keep and confirm that our Bid is valid upto _____ (minimum ninety (90) days from Bid Due Date).

Dated thisDay of, 2017.

.....

Name of the Bidder

.....

Signature of the Authorised Signatory

.....

Name of the Authorised Signatory

Place: _____

Date: _____

Appendix 3: Format for Power of Attorney for Signing of Bid

(On Non – judicial stamp paper of Rs 100/- or such equivalent document duly attested by notary public)

Power of Attorney

Know all men by these presents, We, (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. /Ms (Name), son / daughter / wife of and presently residing at, who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the **“Attorney”**) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the **“Selection of AMC Vendor** in response to RFP issued by National Mission for Clean Ganga (**“NMCG”**) of all applications, bids and other documents and writings, participate in bidders’ and other conferences and providing information / responses to NMCG, representing us in all matters before NMCG, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with NMCG in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Contract Agreement.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2017.

For.....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Accepted

Notarised

(Signature, name, designation and address of the Attorney)

Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
3. In case the Bid is signed by an authorised Director of the Bidder, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.

Appendix 4: Format for Affidavit Certifying No Blacklisting

(On Non – judicial stamp paper of Rs 100/- or such equivalent document duly attested by notary public)

Affidavit

I, M/s. (Sole Bidder), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoters/directors are not barred by NMCG or blacklisted by any state government or central government / department / funding agency in India from participating in projects, either individually or as member of a Consortium as on the Bid Due Date.

We undertake that, in the event of us or any of our promoters/directors being blacklisted / barred at any time post the date of this affidavit, we shall intimate NMCG of such blacklisting.

We further confirm that we are aware that as per Clause 2.9 of the RFP for Selection of AMC Vendor, our Bid for the captioned project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of the RFP Document at any stage of the Bidding Process or thereafter the Contract will be liable for termination.

Dated thisDay of, 2017.

.....

Name of the Bidder

.....

Signature of the Authorised Signatory

.....

Name of the Authorised Signatory

Place: _____

Date: _____

Appendix 5: Information on Bidder's Organisation

Details of the Bidder		
S.No.	Particulars	Details
1	Name of the Bidder	
2	Address of the Bidder	
3	Incorporation status of the Bidder (Company or Firm) (Relevant Certificate to be submitted in Technical Bid)	
4	Year of Establishment	
5	Valid Sales Tax, VAT registration No. (Copy of certificate to be submitted)	
6	Valid Service Tax registration No. (Copy of certificate to be submitted)	
7	Permanent Account No. (PAN) (Copy of PAN Card to be submitted)	
8	Name and Designation of the contact person to whom all references shall be made regarding this Bid	
9	Telephone No. (with STD Code)	
10	E-mail id of the Contact Person	
11	Fax No. (with STD Code)	
12	Website (if any)	

.....

Name of the Bidder

.....

Signature of the Authorised Signatory

.....

Name of the Authorised Signatory

Place: _____

Date: _____

Appendix 6: Project Experience During Last Five Years

S. No.	Description of Project / Scope of the work	Details and number of hardware handled	Name of the Client	Contract Period	Contract value (Rs. In Lakh)	Page number of supporting documents
1						
2						
3						
..						
..						

Notes:

- Client certificate shall be enclosed for each work, without client certificate, the performance shall not be considered for evaluation. The client certificate shall include LoA, relevant pages of contract, project completion certificate apart from certificate issued for such purposes.
- Project successfully completed should be mentioned in reverse chronological order. Further, ongoing projects or phases of projects shall not be considered for evaluation.

.....

Name of the Bidder

.....

Signature of the Authorised Signatory

.....

Name of the Authorised Signatory

Place: _____

Date: _____

Appendix 7: Financial Information of Bidder's Organisation

S.No.	Parameters	FY 2013-14	FY2014-15	FY2015-16
1	Annual Turnover generated from AMC of Desktops, Laptops, Printers, Server, NAS and Router. (in Rupees).			
2	Net Profit (in Rupees)			

Note:

- The above information should be submitted along with certificate from the Chartered Accountant (CA) verifying Bidder's financial information as above.
- The certificate from the Chartered Accountant (CA) should have CA's name, address, contact details and registration no.
- Copy of the audited financial statements for each of the financial year should be attached.
- In absence of CA certificate, the information provided shall not considered and the Bid shall be rejected.

.....

Name of the Bidder

.....

Signature of the Authorised Signatory

.....

Name of the Authorised Signatory

Place: _____

Date: _____

Appendix 8: Format of Financial Bid Letter

[On the Letterhead of the Bidder]

To
 Director General,
 National Mission for Clean Ganga
 (Ministry of Water Resources, River Development & Ganga Rejuvenation)
 1st Floor, Major Dhyanchand National Stadium
 India Gate, New Delhi-110002
 Telephone: +91-11-23072900-01; Fax: +91-11-23049567

**Sub: RFP No.: A-01/2016-17/01/Computer NMCG Admin.,
 Financial Bid for Selection of AMC Vendor**

Dear Sir,

Having examined the Bidding Document placed along with RFP, we, the undersigned, offer to provide the required maintenance support in conformity with the said Bidding Documents and We _____ herewith submit our Financial Bid as detailed in **Appendix 9: Financial Bid** for Selection of AMC Vendor.

We offer to provide the Services with regard to annual maintenance contract for the sum of Rupees.....(INR.....) excluding of applicable taxes in accordance with the Price quoted as part of Financial Bid attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to provide Performance Bank Guarantee for the above purpose within the stipulated time schedule.

We agree to abide by the Bid and the rates quoted therein for the orders awarded by NMCG upto the period prescribed in the Bid which shall remain binding upon us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above Contract, we will strictly observe the laws against fraud and corruption in force in India.

We have complied with all the terms and conditions of the RFP. We understand and accept that you are not bound to accept the lowest or any Bid you may receive.

Dated thisDay of.....2017.

.....
 Name of the Bidder

.....
 Signature of the Authorised Signatory

.....
 Name of the Authorised Signatory

Place: _____

Date: _____

Appendix 9: Financial Bid

The Price quoted in the Financial Bid should contain the quotation for maintenance charges per item in terms of yearly basis only, as listed below. The Price quoted shall separately indicate the applicable taxes and levies as applicable.

SL.	Model	Description	Qty	Maintenance Charges per Item per Annum (in Rs.)	Taxes, if any	Total Charges per Annum (in Rs.)
A.DESKTOP\ LAPTOP						
1.	HP (desktop)	Compaq 8100 Elite	10			
2.	Lenovo (desktop)	ThinkCentre M700. Tiny	13			
		ThinkCentre Edge 62z. AIO	24			
		ThinkCentre A70. Tower	3			
3.	Lenovo (laptop)	Think Pad t430	3			
		Note Book x230	4			
4.	Dell (laptop)	Latitude E5420	2			
5.	Dell (desktop)	OptiPlex 9010	2			
6.	Apple (desktop)	imac MK142HN	4			
7.	Apple (laptop)	MacBook Pro A1278	2			
8.	Acer (desktop)	WO 1725. Tower	6			
Sub-Total			73			
B.PRINTER						
9.	HP	Laser jet / Ink jet	22			
10.	Canon	Laser jet	7			
11.	Samsung	Laser jet	2			
Sub-Total			31			
C.SERVER						
12.	IBM	Blade server x3650 M4	1			
Sub-Total			1			
D.ROUTER						
13.	Cisco	1800 series	1			
Sub-Total			1			
E.SWITCH						
14.	Cisco	24 port Gigabit Switch	8			
Sub-Total			8			
F.STORAGE						
15.	NETGEAR	NAS RN10400	1			
Sub-Total			1			
G.Internet Connectivity Port (I/O)						
16.	Amp Connect	CAT 6 I/O	154			
Sub-Total			154			
Grand Total of AMC Charges of A, B, C, D, E, F and G						

Name of the Bidder

Signature of the Authorised Signatory

Name of the Authorised Signatory

Place: _____

Date: _____

Appendix 10: Terms of Reference (Services)

1. The list of hardware equipments to be covered under the comprehensive on-site Annual Maintenance Contract (AMC) under this RFP is as mentioned herein this Appendix as Table 1: List of Equipment covered in the annual maintenance contract.
2. The AMC shall cover overall management and maintenance of server, computer systems, software, peripherals, storage devices, switches, routers and internet ports.
3. The AMC shall provide support for maintenance of the hardware equipments under the under the scope of this RFP for AMC.
4. The Contract will be on comprehensive basis. However, the payment of the replacement of the hardware parts will be made only after submission of OEM bill or the bill of best possible replacement to the NMCG.
5. The comprehensive maintenance shall include preventive maintenance quarterly / regularly services of the desktops, laptops, printers, server, NAS and router and / or replacement of any items for keeping the equipments active and free from any defects /disturbance and also on any unscheduled call for corrective and maintenance services, taking appropriate measures/steps on time to set right the malfunctioning of equipments.
6. The comprehensive maintenance shall be carried out primarily at the premises of NMCG as specified in the work order, during office hours. In case, the AMC Vendor feels that equipment cannot be repaired at site, it can be sent out of site under NMCG specified guidelines with returnable gate pass. The AMC Vendor shall carry and deliver the equipment at their own cost and risk to get it repaired promptly.
7. The AMC shall include providing support for the hardware equipments (covered under AMC) at the NMCG office in Delhi, however they shall be ready to provide support in case of shifting of office location.
8. The AMC Vendor shall ensure well-defined preventive maintenance procedure on quarterly/ regular basis. The schedule of preventive maintenance as shall be as follows:
 - (a) Cleaning of all equipment using dry vaccum air, brush and soft muslin clothes.
 - (b) Scanning of all types of virus and elimination and vaccination of the same.
 - (c) Running the test programme to ensure quality print.
 - (d) Checking of power supply source for proper safety of equipment.
 - (e) Ensuring the covers, screws, switches etc. are firmly fastened in respect of each equipment.
 - (f) Shifting equipment within the building as and when required.

The AMC Vendor shall maintain services log book and record the nature of services rendered during each trouble shoot by the service representative and the same shall be duly got signed by the nodal official in charge of NMCG.

9. In case of reinstallation of software, the AMC Vendor shall not install a pirated copy in any circumstances. The AMC Vendor shall ensure that NMCG provides the original and licensed version of the software/OS. In case of any issue, the AMC Vendor will report it to NMCG of such circumstances in writing.
10. The AMC Vendor shall attend all complains promptly. The minor faults will be attended within two (2) hours and major faults within twenty-four (24) hours including by replacement method, including with the available spares on explicit and clear order from the officer incharge.
11. The AMC Vendor shall be responsible for taking up back up data and programme available in the computer before attending the fault and shall also be responsible for reinstalling the same. The backup copies shall be returned to the users under acknowledgement from the officer incharge.
12. The operating environment in which the equipment is presently installed is quite satisfactory and the AMC Vendor will not raise any condition with regard to the working environment for the equipment covered under AMC.
13. Services offered shall be in accordance with the service instructions and standard practice of original manufacturer.
14. Maintenance work are required to be carried out as per “Manufacturers Manuals” and ensured that all the hardware equipments, are in working condition without break down.
15. The AMC shall include providing support for configuration of the hardware equipments (under AMC) as and when needed by NMCG.
16. The AMC shall include coordinating with OEM’s support for configuration issues, hardware replacement etc.
17. The AMC Vendor shall provide on call support. Well trained engineer shall visit the office of NMCG to resolve the problem reported. The typical activities covered under onsite maintenance shall be problem diagnosis, resolution by restore/repair/replacement, user assistance, part repair and replacement. If a part is identified as the cause for the malfunction, the same shall be replaced by vendor.

Table 1:List of Equipment covered in the annual maintenance contract

SL.	Item Type	Model	Description	Quantity
1.	DESKTOP\ LAPTOP	HP (desktop)	Compaq 8100 Elite	10
2.		Lenovo (desktop)	ThinkCentre M700. Tiny	13
			ThinkCentre Edge 62z. AIO	24
			ThinkCentre A70. Tower	3
3.		Lenovo (laptop)	Think Pad t430	3
			Note Book x230	4
4.		Dell (laptop)	Latitude E5420	2
5.		Dell (desktop)	OptiPlex 9010	2
6.		Apple (desktop)	imac MK142HN	4
7.		Apple (laptop)	MacBook Pro A1278	2
8.		Acer (desktop)	WO 1725. Tower	6
		Total	73	
9.	PRINTER	HP	Laser jet / Ink jet	22
10.		Canon	Laser jet	7
11.		Samsung	Laser jet	2
		Total	31	
12.	SERVER	IBM	Blade server x3650 M4	1
		Total	1	
13.	ROUTER	Cisco	1800 series	1
		Total	1	
14.	SWITCH	Cisco	24 port Gigabit Switch	8
		Total	8	
15.	STORAGE	NETGEAR	NAS RN10400	1
		Total	1	
16.	Internet Connectivity Port (I/O)	Amp Connect	CAT 6 I/O	154
		Total	154	

**Draft Contract for
Comprehensive Annual Maintenance Contract for
Computer Hardware Equipments
at National Mission for Clean Ganga**

between

National Mission for Clean Ganga

and

M/S _____

Dated: _____, 2017

This AGREEMENT (hereinafter called the “Contract”) is made the _____th day of the month of _____, 2017, between National Mission for Clean Ganga (NMCG) having its office at 1st Floor, Major Dhyan Chand National Stadium, India Gate, New Delhi – 110002 (hereinafter called the “Client”, which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of One Part and M/s _____ a company within the meaning of the Companies Act, 2013 and having its Registered Office at _____ (hereinafter call the “AMC Vendor”, which expression shall include its successors and permitted assigns and substitutes) of the Other Part.

WHEREAS the AMC Vendor has agreed to provide and the Client has agreed to accept from the AMC Vendor, repair and comprehensive maintenance service for hardware equipments installed in the office of the Client (hereinafter called the “SITE”) and listed in ‘Annexure-1’. hereto as amended from time to time (hereinafter called the “EQUIPMENTS”) subject to the Client paying charges to the AMC Vendor and on the following terms and conditions:

1. CONTRACT PERIOD:

- 1.1. The contract shall remain valid for a period of one year i.e., from ___ **2017** to ___ **2018**, subject to satisfactory performance services at all times and may be extended for one year period as may be mutually agreed depending on satisfactory performance of the services by AMC Vendor. Any of the Parties may terminate this agreement by giving 2 (two) months advance notice in writing served on the other Party. The Tender Document dated _____ shall be treated as part and parcel of this Agreement.
- 1.2. Upon termination or after expiration of this Agreement, each party shall forthwith return to the other all papers, material and other properties of the other held by each for the purposes of execution of this Agreement. In addition, each party will assist the other party, in the orderly termination of this agreement on the transfer of all aspects hereof tangible and intangible, as may be necessary for the orderly, non disrupted continuation of business of each party.
- 1.3. Individual items of the EQUIPMENTS, and repair and maintenance service charges for such of the EQUIPMENTS, may be added to or withdrawn from the asset data given in the ANNEXURE 1 of this Agreement by mutual written consent of both parties; PROVIDED ALWAYS that such consent is not unreasonably withheld. In the event that individual items of the EQUIPMENTS are added to ANNEXURE, it may involve additional maintenance charges at the same rate fixed as per the tender. In the event that individual items of the EQUIPMENTS are withdrawn from ANNEXURE, as described therein, then any monies prepaid on such EQUIPMENT shall be refunded to the Client, within a reasonable time.

2. CHARGES and Terms of Invoices Submission by the AMC Vendor

- 2.1. The AMC charges payable quarterly in arrears by the Client to the AMC Vendor for the repair and maintenance services described herein, are based on the item-wise

price break-up submitted by the AMC Vendor (Inclusive of Service Tax and other applicable taxes) and unless provided for elsewhere herein, no additional charges shall be claimed by the AMC Vendor. No charges would be payable on the EQUIPMENT which are under WARRANTY and the AMC Vendor shall liaise with the SUPPLIER vendor for carrying out maintenance service under the warranty period. Schedule of AMC charges is as provided in Annexure 2.

- 2.2. The AMC Vendor shall submit to the Client their invoice (s) with a statement having replacement cost and AMC Charges for the quarter based on log / service card for payments due in accordance with this AGREEMENT, at the end of the each quarter.
- 2.3. The AMC Vendor shall submit to the Client their invoices for the payment of the above charges at the end of each quarter period indicated in Clauses 2.1 and 2.2 of this Agreement and taking into account additions, deletions as stated in para 1.3 of this Agreement or transfer of EQUIPMENT. Such invoice (s) shall be payable by the Client, within thirty (30) days of receipt, after adjusting penalty(ies)/other recoveries if any.
- 2.4. All of the prices, terms, warranties and benefits granted by the AMC Vendor herein are comparable to or better than the equivalent terms being offered by the AMC Vendor to any of its present customers. If the AMC Vendor shall, during the terms of this Agreement, enter into arrangements with any of its customers providing greater benefits or more favorable terms, this Agreement shall thereupon be deemed amended to provide the same to the Client.

3. PAYMENT TERMS

- 3.1. The AMC Vendor shall raise quarterly invoices to the Client within seven (7) days at the end of the each quarter. Payment of AMC will be made quarterly in arrears after receipt and verification of bills within thirty (30) days by the Client.
- 3.2. Payments shall be made after necessary deductions on account of income tax and other deductions as per the provisions of the Contract and as required under the law.
- 3.3. The AMC Vendor along with the invoice have to submit documents such as log-book for services rendered, calls attended, other services performed during the quarter.

4. TERMS & CONDITIONS OF THE COMPREHENSIVE MAINTENANCE CONTRACT

The Terms and Conditions of the Comprehensive annual maintenance contract shall be as mentioned in the scope of services in the RFP.

5. TAXES AND DUTIES

- 5.1. The AMC Vendor will be entirely responsible for all applicable taxes like central or state government levies, sales tax , VAT, excise duty, cess, charges, license fees, service tax etc. in connection with delivery of products and services at site including incidental services and commissioning.

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- 5.2. The Vendor shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price bid by the Vendor shall include all such taxes in the Contract Price.
 - 5.3. Wherever the laws and regulations require deduction of such taxes at the source of payment, the Client shall effect such deductions from the payment due to the Vendor. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Client as per the laws and regulation in force. Nothing in the Contract shall relieve the Vendor from his responsibility to pay any tax that may be levied in India on income and profits made by the Vendor in respect of this Contract.

6. AMC VENDOR'S OBLIGATIONS

- 6.1. The AMC Vendor is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.
- 6.2. The AMC Vendor will be responsible for arranging and procuring all relevant permissions/road permits etc for transportation of the equipment to the location where services are to be rendered.
- 6.3. The AMC Vendor is obliged to work closely with the Client's staff and abide by directives issued by the Client.
- 6.4. The AMC Vendor will abide by the job safety measures prevalent in India and will free the Client from all demands or responsibilities arising from accidents or loss of life. The Vendor will pay all indemnities arising from such incidents and will not hold the Client responsible or obliged.
- 6.5. The AMC Vendor will treat all confidential all data and information about the Client, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Client.
- 6.6. If the AMC Vendor fails to provide maintenance services as agreed during the currency of Contract, the Client will serve minimum one month's written termination notice to the AMC Vendor specifying any such failure. The Client shall retain the right to recover from the AMC Vendor the damages suffered due to the negligence of the Vendor or its personnel.

7. FORCE MAJEURE

- 7.1. Neither party shall be liable for delay in performing obligations or for failure to perform obligations if the delay or failure resulting from any Act of God, including fire, earthquake, explosion, accident, industrial dispute (other than that relating to the employees/agents of the party claiming the benefit of this clause), civil commotion, etc., or any governmental action or any such thing beyond the control

of either party. The parties shall use all reasonable endeavours to minimize any such delay. Upon cessation of the event giving rise to the delay the parties shall, in so far as may be practicable under the circumstances, complete performance of their respective obligations hereunder. Notwithstanding the foregoing, if any of the above mentioned events shall preclude The AMC Vendor from meeting any or all its obligations hereunder, for a period of 1 (one) months, from the date of occurrence of such act, it shall be open to the Client to rescind this contract by giving 15 (fifteen) days' notice in writing.

8. SUBCONTRACTING

- 8.1. The AMC Vendor shall not subcontract or permit anyone other than the personnel engaged by them to perform any of the work, services or other performance required to be performed by the AMC Vendor under this Contract without the prior written permission of the Client.

9. CHANGES IN EQUIPMENTS

- 9.1. The Client shall have the right to make changes and attachments to the equipments as listed in Annexure -1 of this Contract, provided that such changes and / or attachments do not prevent proper maintenance from being performed by the AMC Vendor as required under this agreement or unreasonably increases the cost of the AMC Vendor for performing repair and maintenance service.

10. APPLICABLE LAW

- 10.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India and shall be subject to the exclusive jurisdiction at New Delhi.

11. SECURITY

- 11.1. The AMC Vendor agrees that the AMC Vendor and its personnel will at all times comply with all security regulations in effect from time to time at the Client's premises and externally for materials belonging to the Client.

12. CONFIDENTIALITY

- 12.1. The AMC Vendor acknowledges that all materials and information which has or will come into its possession or knowledge in connection with this Agreement or the performance hereof, consists of confidential and proprietary data whose disclosure to or use by third parties will be damaging or cause loss to the Client. The AMC Vendor agrees to hold such material and information in strictest confidence and not to make use thereof other than for the performance of the obligations under this Agreement, to release it only to employees requiring such information and not to release or disclose it to any other person. The AMC Vendor agrees to take appropriate action with respect to its employees to ensure that the obligations of

non-use and non-disclosure of confidential information under this Agreement is fully satisfied.

13. WARRANTY

- 13.1. The AMC Vendor represents and warrants that the repair and maintenance service / products hereby sold do not violate or infringe upon any patent, copy right, trade secret or other property right of any other person or other entity.

14. INDEMNITY

- 14.1. The AMC Vendor agrees that it shall keep the Client always indemnified against all or any loss, damage, costs (including as between attorney and client) and all expenses which may arise on account of any claim from any third party arising out of any breach or claimed breach or the failure of the AMC Vendor or any of its employees or agents by whatsoever name he/she is called, of the above clauses on Security, Confidentiality and/ or Warranty, whether the loss, damage, costs or expenses arise directly or indirectly from such breach or failure. The AMC Vendor also agrees to keep the Client indemnified of any loss caused to the Client due to loss/damage, if any, caused to THE EQUIPMENTS on account of any reason attributable to the employees/agents of the AMC Vendor.

15. TERMINATION FOR DEFAULT

- 15.1. The Client, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the AMC Vendor, may terminate the Contract in whole or in part:
- (a) If the Vendor fails to deliver any or all of the products and services within the period(s) specified in the Contract, or within any extension thereof granted by the Client.
 - (b) If the AMC Vendor fails to perform any other obligations(s) under the Contract.
- 15.2. In the event, the Client terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, products and services similar to those undelivered, and the AMC Vendor shall be liable to the Client for any excess costs for such similar products or services. However, the AMC Vendor shall continue performance of the Contract to the extent not terminated.

16. TERMINATION FOR INSOLVENCY

- 16.1. The CLIENT may, at any time, terminate the Contract by giving written notice to the AMC Vendor if the AMC Vendor becomes Bankrupt or otherwise insolvent. In this event, termination will be without compensation to the AMC Vendor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Client.

17. TERMINATION FOR CONVENIENCE

- 17.1. The Client, by written notice sent to the AMC Vendor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Client's convenience, the extent to which performance of the AMC Vendor under the Contract is terminated, and the date upon which such termination becomes effective.

18. TERMINATION OF THIS AGREEMENT

- 18.1. This Agreement may be terminated by either party in any of the following circumstances:
- (a) Under the provision of clause 13.1, 14.1 and 15.1 of this Contract.
 - (b) If the Client does not make payments due to the AMC Vendor under this Agreement, provided fifteen (15) days notice is served on the Client prior to termination.
 - (c) Under the Provision of clause 4.1 of this Contract.

19. RESOLUTION OF DISPUTES

- 19.1. The Client and the AMC Vendor shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute between them under or in connection with the Contract.
- 19.2. If the Client and the AMC Vendor have been unable to resolve amicably a Contract dispute even after a reasonably long period, either party may require that the dispute be referred for resolution to the formal mechanisms specified herein below. These mechanisms may include, but are not restricted to, conciliation mediated by a third party and / or adjudication in an agreed national forum.
- 19.3. The dispute resolution mechanism to be applied shall be as follows:
- All disputes and difference of any kind whatever arising out of or in connection with this if Contract, if unresolved, shall be referred to arbitration. The arbitrator may be appointed by both parties or in case of disagreement both parties may appoint an arbitrator each and both arbitrator together shall appoint a third arbitrator, who shall be the Chairman of the Arbitral Tribunal. The decision of the arbitrator(s) shall be final. Such arbitrations has to be conducted at the office of the Client and shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996.
- 19.4. The venue of the arbitration shall be New Delhi.
- 19.5. The Language of the arbitration shall be English.
- 19.6. Each party will bear the expenses/costs incurred by it in appointing the Arbitrator. However, the cost of appointing the third arbitrator shall be borne equally by both the parties.

20. ADDRESSES FOR NOTICES

20.1. The following shall be the address of the Client :

Address of the Client:
Director General,
National Mission for Clean Ganga,
1st Floor, Major Dhyan Chand National Stadium,
India Gate, New Delhi -110002
Address of the AMC Vendor:

21. GENERAL

21.1. No amendment to this Contract shall be effective unless it is in writing and signed by duly authorised representatives of both the parties.

22. Each Part warrants and guarantees that it has full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each has properly been authorised and empowered to enter into this Contract. Each party further acknowledges and confirms that it has read this Contract, understood it and agrees to be bound by it.

IN WITNESS WHEREOF the parties have executed this Contract on the day and date first above written, in the present of the following witnesses:

Signed, sealed and delivered by

Authorised representative of the Client

Signed, sealed and delivered by

Authorised representative of the AMC Vendor

WITNESSES:

Name, Address and Signature
1. _____
2. _____

List of Annexures to be added at the time of contract signing:

Annexure-1: Terms of Reference (Services) as per RFP
Annexure-2: Schedule of Charges (As per Financial Bid submitted)