

National Mission for Clean Ganga

(Ministry of Jal Shakti)

Department 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

Website: www.nmcg.nic.in

Request for Proposal (RFP) for Annual Maintenance Contract (AMC) of IT Hardware and Peripherals

Tender No. : A-01/2016-17/01/Computer NMCG/ Admin (Part File)

Issued on : January 21, 2020

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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

Tender No.: A-01/2016-17/01/Computer NMCG/Admin (Part File)

Dated: January 21, 2020

I. NOTICE INVITING TENDER (NIT)

National Mission for Clean Ganga is the planning, financing, monitoring and coordinating body for implementation of "Namami Gange Programme". NMCG is mandated to ensure effective abatement of pollution and conservation of the river Ganga by adopting a river basin approach for comprehensive planning and management.

National Mission for Clean Ganga (NMCG) invites sealed Bids under two bid systems i.e., Technical Bid and Financial Bid from reputed and experienced agencies for "**Annual Maintenance Contract (AMC) of IT Hardware and Peripherals**" initially for a period of one year which may be further extended subject to satisfactory performance and mutually agreed terms and conditions.

The interested bidders should submit their bids to Procurement Wing, National Mission for Clean Ganga, 1stFloor, Major Dhyan Chand National Stadium, India Gate, New Delhi-110002 **on or before February 11, 2020 up-to 03:00 PM.**

Earnest Money Deposit (EMD) equal to Rs.40,000/- (Rupees Forty Thousand only) in the form of Demand Draft drawn on any scheduled bank in favor of 'National Mission for Clean Ganga' payable at New Delhi must be accompanied with the Bid application.

NMCG reserves the right to cancel the bid at any time or amend / withdraw any of the terms and conditions contained in the Bid Document without assigning any reason thereof.

Director General
National Mission for Clean Ganga

II. INSTRUCTIONS TO BIDDERS

1. **Cost of Bid:** The bidder shall bear all costs associated with the preparation and submission of bid and NMCG in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.
2. The bidder is expected to examine all instructions, forms, terms and conditions in the tender document. Failure to furnish all information required by the tender document or submission of a bid not substantially responsive to the tender document in every respect will be at the bidder's risk and may result in rejection of his bid.
3. The bidder shall not make or cause to be made by any alternation, erasure or obliteration to the text of the tender document.
4. **Preparation of Bids**
 - 4.1 **Language:** Bids and all accompanying document shall be in English language. In case any accompanying documents are in other languages, it shall be accompanied by an English Translation. The English version shall prevail in matters of interpretation.
 - 4.2 **Form of Bid**

The form of bid shall be completed in all respects and duly signed and stamped by an authorized representative of the Bidder. Relevant power of attorney for signing the bid should be attached.
 - 4.3 **Currencies of Bid and Payment**

The bidder shall submit his financial bid in Indian Rupees and payment under this contract will be made in Indian Rupees.
5. **Clarifications by Bidders**
 - 5.1 Bidders requiring any clarification on the tender document may contact NMCG in writing by e-mail/ post/ courier within such date as specified in the Schedule of Bidding Process set out in Clause 16.
 - 5.2 All correspondence for clarifications should be submitted as per clause reference in ascending order and as per the format attached at 'Annexure-A' to the following address in writing by email/ post/ courier:

Procurement Wing,
National Mission for Clean Ganga,
1st Floor, Major Dhyan Chand National Stadium
India Gate, New Delhi-110002
E: Jitender@nmcg.nic.in
 - 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.
 - 5.4 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 tender document by way of issue of Addendum/ Corrigendum/ Clarifications. Any Addendum/ Corrigendum/ Clarifications thus issued shall be uploaded on the website of NMCG

(<https://nmcg.nic.in>) and CPP portal (<https://eprocure.gov.in/cppp/>) and shall be binding on Bidders and shall form part of the tender document.

- 5.5 Bidders may note that NMCG may not entertain any deviations to the tender document at the time of submission of the Proposal or thereafter. The Proposal 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 tender document with all its contents. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.
- 5.6 Bidders' representatives attending the Proposal opening shall bring an authorization letter from the Bidder.
- 5.7 No interpretation, revision, or other communication from NMCG regarding this solicitation is valid unless in writing. NMCG may choose to send to all Bidders whose Proposals are under consideration, in writing or by any standard electronic means such as Mail or by uploading on website(s) of responses, including a description of the enquiry but without identifying its source to all the Bidders.

6. Pre-Proposal Visit at O/o NMCG

- 6.1 Pre-Proposal visit, which would be restricted to one (1) per agency, may also be undertaken by Technical personnel(s) of interested bidders during in specified schedule only after obtaining pre-approval from NMCG. Visitor(s) must carry authorization letter and copy of NMCG's Approval.

7. Format and Signing of Bid

- 7.1 The documents comprising the bid shall be typed and all pages of the bid shall be signed by a person duly authorized to sign on behalf of the bidder.
- 7.2 The Bidders shall submit the Proposal in hard bound form with all pages numbered serially and by giving an index of submissions.
- 7.3 The bid shall contain no alternations, omissions or additions except those to comply with instruction issued by NMCG, or are necessary to correct errors made by the bidder, in which case such corrections shall be initialed/singed by the person signing the bid.

8. Earnest Money Deposit (EMD)

- 8.1 The bidder shall deposit Earnest Money Deposit (EMD) for an amount of **Rs.40,000/-** (Rupees Forty Thousand only) in the form of Demand Draft issued by any scheduled bank in favor of 'National Mission for Clean Ganga' payable at New Delhi, along with the submission of the bid. The EMD will remain valid for a period of forty-five days beyond the final bid validity period. NMCG shall not be liable for payment of any interest on the EMD. If required by the NMCG, bidders will have to extend validity of their EMD.
- 8.2 Any tender not accompanied by EMD shall be rejected.
- 8.3 Bidder(s) who are registered with NSIC/ MSME are exempted from furnishing the EMD. For such case, copy of the valid registration certificate must be enclosed with the bid.
- 8.4 The EMD 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.

8.5 EMD shall be forfeited if the bidder withdraws his bid during the period of tender validity.

8.6 EMD shall be forfeited if the successful bidder refuses or neglects to execute the Contract or fails to furnish the required Performance Security within the time frame specified by NMCG.

9. **Submission of Bids**

9.1 The bidder shall submit their proposal under two bid system i.e. Technical Bid and Financial Bid, complete in all respect, in separate sealed envelopes are to be put into an outer envelope super-scribed "**RFP for Annual Maintenance Contract (AMC) of IT Hardware and Peripherals**". The bidder shall submit EMD along with Technical Bid.

The sealed envelope should reach the address **Procurement Wing, National Mission for Clean Ganga, 1st Floor, Major Dhyan Chand National Stadium, India Gate, New Delhi-110002 on or before February 11, 2020 up-to 03:00 PM**. Bids shall not be accepted beyond the stipulated date and time under any circumstances what so ever.

9.2 Validity of Bid: The bid must remain valid and open for acceptance for a period of **90 days** from the date of opening of Bid.

10. **Late and Delayed Bids:**

10.1 Bids must be received not later than the date and time stipulated in the tender document. NMCG may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of NMCG and the bidder will be the same.

10.2 Any bid received by NMCG after the deadline for submission of bids, as stipulated above, shall not be considered.

11. **Opening and Evaluation of Technical Bid**

11.1 Technical Bids will be opened in the presence of the bidders' representatives who choose to attend at the appointed place and time.

11.2 The Technical Bid of the bidder would be evaluated as per the eligibility criteria set out in the tender document, whether these are compliance in all respects. Bids will be evaluated based on the information submitted by bidder. However, NMCG reserves the right to seek clarification/documents from the bidders, if NMCG considers it necessary for proper assessment of the bid.

12. **Opening and Evaluation of Financial Bid**

12.1 The Financial Bids of the technically qualified bidders i.e. bidders who meet the eligibility criteria set out in the tender document, will be opened in the presence of such bidders' representatives who choose to attend.

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

13. Right to accept any Bid and to reject any or all Bids

- 13.1 NMCG is not bound to accept the lowest bid or any bid and may at any time by giving notice in writing terminate/ cancel the tendering process.
- 13.2 NMCG may terminate the contract/cancel the LOA if it is found that the bidder is blacklisted on previous occasions by any of the central/ state government ministry/ department/ institutions/ local bodies/ municipalities/ PSUs etc.
- 13.3 NMCG may also terminate the contract/cancel the LOA in the event the Successful Bidder fails to furnish the performance security or fails to execute the agreement.

14. Award of Contract

- 14.1 NMCG will award the contract to the Successful Bidder, whose bid has been found to be lowest quote bid, to perform the contract satisfactorily as per the terms and conditions incorporated in the tender document.
- 14.2 NMCG will communicate the Successful Bidder by email confirmed by letter transmitted by registered/ speed post that his bid has been accepted. This letter (hereinafter and in the condition of contract called the "Letter of Award") shall prescribe the amount which NMCG will pay to the Successful Bidder in consideration of the execution of work/ services by them as prescribed in the contract.
- 14.3 The Successful Bidder will be required to commence the assignment at the earliest as communicated by NMCG in this regard.
- 14.4 The Successful Bidder will be required to execute the contract for the services within a period of 15 days from the date of issue of Letter of Award.
- 14.5 However, NMCG reserves the right to reject any or all the offers without assigning any reason whatsoever.

15. Performance Security

- 15.1 The Successful Bidder shall be required to furnish a Performance Security within 7 working days from the date of notification of award for an amount equal to 10% of the contract price in the form of Bank Guarantee from a Scheduled Bank in acceptable form in favor of 'National Mission for Clean Ganga' payable at New Delhi. The Performance Security shall remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Security shall also be extended by the Successful Bidder accordingly.
- 15.2 Failure of the Successful Bidder to comply with the requirements of above clauses shall constitute sufficient grounds for the annulment of the award and forfeiture of Bid Security (EMD).

16. Schedule of Bidding Process

NMCG would endeavour to adhere to the following schedule:

S. No	Activity Description	Schedule
1.	Issue of Tender	21.01.2020
2.	Pre-proposal Visit*	27.01.2020
3.	Last Date for Submission of Queries	29.01.2020
4.	NMCG response to Queries	04.02.2020
5.	Last Date for Submission of Bids	11.02.2020 at 03:00 PM
6.	Date for Opening of Technical Bids	11.02.2020 at 03:30 PM
7.	Date for Opening of Financial Bids	To be notified later

*Only one visit shall be allowed per Agency.

III. ELIGIBILITY CRITERIA

1. The bidder should be Indian Entity registered under the respective act(s) of India.
2. 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 Years.
3. The Bidder should have its office in Delhi NCR region. The Bidder has to provide self-certificate signed by the Authorized Signatory of the Bidder.
4. The average annual turnover of the bidder during last three financial years (F.Y.2016-17, F.Y.2017-18 and F.Y.2018-19) should be more than Rs.2,00,000 (Rupees Two Lakhs). Copies of CA Certificate/ Audited Balance Sheet and Profit & Loss A/c Statement for the above years to be submitted.
5. The Bidder should be authorized service provider/ vendor for respective products i.e., desktops, laptops, printers, server, NAS, router and i/o internet ports of the Original Equipment Manufacturer (OEM). The Bidder should submit relevant certificates or documentary proofs in support of being authorized service provider of an OEM.
6. The Bidder should have completed at least Ten (10) AMC assignments in last Five (5) Years with Central/ State Government/ Government Departments/ PSUs/ Private Companies/ Government owned societies etc. The Bidder has to provide Completion Certificates/ relevant documentary proof along-with the copy of work orders which confirms the completion of AMC service for similar kind of components.
7. The Bidders should have provided AMC service of not less than 40 IT systems (Servers, Desktops, Printers, Laptops, Switches etc.) in one organization under single contract in any year during the last five years.
8. Consortium, Joint Venture, subletting, sub-contracting or hiring services of other entity for execution of the Services under this RFP is not allowed.
9. The bidder participating in the tender should have PAN and GST registration Number. The documentary proof of such registrations shall be submitted.

Bidders are requested to submit the Documentary proof such as work orders/ completion certificates/ extract of contract should be submitted along with the Technical Bid.

IV. SCOPE OF SERVICES

1. The list of hardware equipment to be covered under the comprehensive on-site Annual Maintenance Contract (AMC) is mentioned at end of this section as Table-A. However, the payment of replacement of any hardware parts (not listed in Table-A) will only be made after submission of OEM bill or the bill of best possible replacement to the NMCG.
2. The AMC shall cover overall maintenance of server, computer systems, software, peripherals, storage devices, switches, routers and internet ports.
3. The AMC Vender shall ensure the availability of service engineers on Saturdays, Sundays or other holidays in case of need or emergency.
4. 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 equipment 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 equipment.
5. 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.
6. The AMC shall include providing support for the hardware equipment (covered under AMC) at the NMCG office in Delhi, however they shall be ready to provide support in case of shifting of office location.
7. 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 vacuum 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 of equipment within the building as and when required.
8. The AMC Vendor shall maintain services log book and record the nature of services rendered during each troubleshoot 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 replacement method, including with the available spares on explicit and clear order from the officer in-charge.

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 in-charge.
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 equipment, are in working condition without break down.
15. The AMC shall include providing support for configuration of the hardware equipment (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. Replacement of defective parts should be made with spares/parts of the same specification and, in case these are not available, the higher specification will have to be installed. In no case will any defective parts be replaced with old spares.
18. 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 A: List of IT Hardware to be covered under this RFP for AMC Service

Sl.	Model	Description	Qty.	Procurement Date
A. Desktop				
1	HP	Compaq 8100 Elite	10	More than 3 Years
2	Lenovo	Think Center M72e Tiny	14	More than 3 Years
3		Think Center Edge 62z AIO	22	More than 3 Years
4		Think Center E73 Tower	3	More than 3 Years
5		Horizon 27 AIO	1	More than 3 Years
6	Dell	Optiplex 9010	2	More than 3 Years
7		Inspiron 3459 AIO	4	More than 3 Years
8		Optiplex 7440 AIO	1	21-Aug-17
9	Apple	iMac MK142HN	4	More than 3 Years
10	Acer	WO 1725 Verinton Tower	6	More than 3 Years
Sub Total			67	
B. Laptop				
11	Lenovo	Think Pad T430	4	More than 3 Years
12		Note Book X230	3	More than 3 Years
13		Yoga 520	1	7-May-19
14	Dell	Latitute E5420	2	More than 3 Years
15	Apple	Macbook Pro A1278	3	More than 3 Years
Sub Total			13	

C. Printer				
16	HP	LaserJet M1136 MFP	8	More than 3 Years
17		Color LaserJet Pro 500 MFP M570dn	2	More than 3 Years
18		OfficeJet Pro 8600 MFP	2	More than 3 Years
19		LaserJet M1213nf MFP	2	More than 3 Years
20		Color LaserJet Pro M177fw	1	More than 3 Years
21		OfficeJet Pro 8610 MFP	1	More than 3 Years
22		LaserJet M202dw	1	More than 3 Years
23		LaserJet 400 MFP M425dw	1	More than 3 Years
24		LaserJet M1216nfh MFP	1	More than 3 Years
25	Canon	Image Class MF4350d	3	More than 3 Years
26		Image Class MF226dn	4	More than 3 Years
27	Datacard	SD-360 (Card Printer)	1	More than 3 Years
28	Samsung	CLX-6260FR MFP	3	More than 2 Years
29	Brother	DCP 1616nw	7	30-Mar-17
Sub Total			37	
D. Heavy Duty Printer				
30	HP	LaserJet Managed E72525 MFP	1	14-Sep-17
31	Kyocera	Ecosys FS-6525 MFP	3	Feb, 2018
32	Sharp	DX-2000U Color	2	Feb, 2018
33	Ricoh	MP 2004 Color	1	Jan, 2018
34	HP	Office Jet Pro 7740 MFP	1	Apr, 2018
E. Server				
35	IBM	Blade Server X3650 M4	1	More than 3 Years
Sub Total			1	
F. Router				
36	Cisco	1800 Series	1	More than 3 Years
Sub Total			1	
G. Switch				
37	Cisco	28 Port Gigabit Managed Switch	4	More than 3 Years
38		52 Port Gigabit Managed Switch	3	More than 3 Years
39	D-Link	8 Port POE Switch	1	More than 3 Years
40	D-Link	5 Port Switch	12	More than 3 Years
Sub Total			20	
H. Wi-Fi Router				
41	D-Link	DIR-816 Dual Band Router	4	More than 3 Years
42		DAP-1360 Range Extender	2	More than 3 Years
43	TP-Link	TLWR845N Dual Band Router	2	5-Jul-17
44	Belkin	N600 DB Wireless N Router	2	More than 3 Years
45	iBall	Baton Wireless N Router	1	More than 3 Years
Sub Total			11	
I. Storage				
46	Netgear	NAS RL10400	1	More than 3 Years
47	WD	My Cloud EX2 Ultra	2	2-Feb-18
Sub Total			3	
J. CCTV Devices				
48	Samsung	16 Port NVR SRN-1673S	1	More than 3 Years
49		IP Camera iPolis SMD-5011RP	14	More than 3 Years
Sub Total			15	
K. Internet Connectivity Port (I/O)				
50	Amp Connect	CAT 6 I/O	225	
Sub Total			225	
L. VGA Switcher				

51	D-Link	KVM440 8 Port	1	More than 3 Years
51	Creative	4 Port	1	More than 3 Years
52	Kramer	2X2 XGA	1	More than 3 Years
53		4X4 UXGA with Audio	1	More than 3 Years
Sub Total			4	
M. Amplifier				
54	Tango	Mixer Amp. QSM-624 AUZ	1	More than 3 Years
55	TOA	A-2240	2	More than 3 Years
56	VAL Audio	X2000	1	More than 3 Years
57		GL2000	2	More than 3 Years
58		GL1200	1	More than 3 Years
Sub Total			7	
N. Mic (Podium/Cordless/Lapel)				
59	Tango	Podium Mic	1	More than 3 Years
60	AKG	Podium Mic GN30E	28	More than 3 Years
61		Podium Mic 99H/L	4	More than 3 Years
62		Cordless Mic SR40 with Receiver	4	More than 3 Years
63	Audio Technica	Lapel Mic with Receiver	2	More than 3 Years
Sub Total			39	
O. Mixer				
64		16 Channel 1604 VLZ3	1	More than 3 Years
Sub Total			1	
P. USB/Flex Channel				
65	QSC	Q-SYS Core 110f	2	More than 3 Years
Sub Total			2	
Q. Converter / Splitter				
66		VGA to HDMI Converter	1	More than 3 Years
67		HDMI Splitter 8 Port	1	More than 3 Years
Sub Total			2	
R. Speaker Management System				
68	DBX	DriveRack PA2	1	More than 3 Years
Sub Total			1	
S. Video Conference Camera				
69	Polycom	RealPresence Group 500	1	More than 3 Years
Sub Total			1	
T. Music System				
70	Sony	DVD Player	1	More than 3 Years
71	Marantz	AV Surraound Receiver	1	More than 3 Years
Sub Total			2	
U. Speaker / Bass				
72	Tango	6 Watts Ceiling Speaker	40	More than 3 Years
73	VAL Audio	iCOMM 10CX 350Watt RMS	9	More than 3 Years
74	CELTO Acoustique	iFix 13S 500Watt RMS	2	More than 3 Years
Sub Total			51	
V. Projector				
75	Vivitek	DLP Projector	1	More than 3 Years
Sub Total			1	
W. Projector Screen				
76		6X8 Motorized Projector Screen	1	More than 3 Years
Sub Total			1	
X. System Controller				
77	ELAN	G1	1	More than 3 Years

Sub Total			1	
Y. LED TV with PC				
78	Samsung	40" TV with SBB Box	5	More than 3 Years
Sub Total			5	
Z. LED TV				
79	Panasonic	65" TV	4	More than 3 Years
80		55" TV	2	More than 3 Years
81	Sony	55" TV	1	More than 3 Years
82		40" TV	2	More than 3 Years
83		32" TV	3	More than 3 Years
Sub Total			12	
AA. Bio-Metric Device				
84	Mantra	MFSTAB 100	2	28-Dec-17
Sub Total			2	

Annexure-I**Form of Technical Bid Submission Letter**

To
The Director General,
National Mission for Clean Ganga,
1st Floor, Major Dhyan Chand National Stadium,
India Gate, New Delhi-110002

Sub: RFP for Annual Maintenance Contract for IT Hardware and Peripherals

Ref: RFP No.: A-01/2016-17/01/Computer NMCG/ Admin (Part File)

I/ We, the undersigned, offer to provide Annual Maintenance Contract (AMC) Service for IT Hardware and Peripherals to National Mission for Clean Ganga. We are hereby submitting our bid, in a sealed envelope.

I/We, hereby declare that:

- (a) We are enclosing and submitting herewith our Bid, with the details as per the requirements of the RFP, for your evaluation and consideration.
- (b) We submitted the EMD of Rs.40,000/- (Rupees Forty Thousand only) in accordance with the RFP Document. The EMD in the form of Demand Draft is enclosed.
Or
We are submitting the copy of the registration under NSIC/MSME for claiming exemption on EMD submission.
- (c) I/We have read carefully the terms and conditions of RFP document attached hereto and hereby agree to abide by the said terms and conditions.
- (d) The bid is unconditional.
- (e) I/We undertake that documents submitted are genuine/ authentic and nothing material has been concealed. I/We understand that the contract is liable to be cancelled, if it is found to be having obtained, through fraudulent means/concealment of information.
- (f) We shall make available to the NMCG any additional information it may find necessary or require to clarify, supplement or authenticate the Bid.
- (g) Until a formal agreement is prepared and executed, acceptance of this tender document shall constitute a binding contract between NMCG and us subject to the modifications, as may be mutually agreed to, between NMCG and us.
- (h) We agree to keep this bid valid for acceptance for a period of ninety (90) days from the date of opening the bid.

We understand that the NMCG is not bound to accept any tender that the NMCG receives.

Yours faithfully,

Authorized Signatory
(with Name, Designation, Contact no. and Seal)

Annexure-II**Information on Bidder's Organization**

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.	Nature and Year of Establishment of Applicant Firm (copy of firm registration certificate to be submitted)	
5.	Details PAN registration (enclose copy)	
6.	Details GST registration (enclose copy)	
7.	Name and Designation of the contact person to whom all references shall be made regarding this Bid	
8.	Telephone No. (with STD Code)	
9.	E-mail id of the Contact Person	
10.	Fax No. (with STD Code)	
11.	Website (if any)	

Signature of the Authorized Signatory
Name
Designation
Name of the Bidder

Annexure-III

Bidder's Authorization Certificate

To

The Director General,
National Mission for Clean Ganga,
1st Floor, Major Dhyan Chand National Stadium,
India Gate, New Delhi-110002

Sub: RFP for Annual Maintenance Contract for IT Hardware and Peripherals

Ref: RFP No.: A-01/2016-17/01/Computer NMCG/ Admin (Part File)

Dear Sir,

I/ We {Name/ Designation} hereby declare/ certify that {Name/ Designation} is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with RFP No. _____ dated _____. He/ She is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under:

Thanking you,

Name of the Bidder: -

Authorized Signatory: -

Verified Signature:

Seal of the Organization:

Date:

Place:

Note: Please attach the board resolution / valid power of attorney in favor of person signing this authorization letter.

Annexure-IV

Performa for Affidavit
(on non-judicial stamp paper of Rs. 100/-)

I _____ Proprietor/ Director/ Partner of the firm M/s._____ do hereby solemnly affirm that our firm M/s _____ has not been blacklisted/ debarred by any government organization/PSU/Autonomous body and there has not been any work cancelled against them for poor performance in the last three years reckoned from the date of invitation of bid.

Signature of the Authorized Signatory
Name
Designation
Name of the Bidder

Annexure-V**Similar Nature of Work Experience / Contracts**

Details of projects successfully completed by the bidder in the last five (5) years:

S. No.	Description of Project / Scope of the work	Details and number of hardware handled	Name of the Client	Contract value (INR)	Contract Period	
					From	To
1.						
2.						
3.						
...						

Note:

- Copies of supporting documents [such as Completion Certificates/ relevant documentary proof along-with the copy of work orders which confirms the completion of AMC service for similar kind of components] to be attached.

Signature of the Authorized Signatory

Name

Designation

Name of the Bidder

Annexure-VI

Financial Information of Bidder's Organization

#	Parameters	FY2016-17	FY2017-18	FY2018-19
		(In Rupees)		
1	Annual Turnover generated from AMC of IT Hardware and Peripherals such as Desktops, Laptops, Printers, Server, NAS, Routers etc.			
Total Turnover				
Average Turnover				

Note:

- The above information should be submitted along-with Certificate from the Chartered Accountant (CA)/ Copy of the Audited Balance Sheets and Profit & Loss A/c verifying Bidder's financial information as above to be attached.

Signature of the Authorized Signatory
Name
Designation
Name of the Bidder

Annexure-VII**Form of Financial Bid Submission Letter**

To
The Director General,
National Mission for Clean Ganga,
1st Floor, Major Dhyan Chand National Stadium,
India Gate, New Delhi-110002

Sub: RFP for Annual Maintenance Contract for IT Hardware and Peripherals

Ref: RFP No.: A-01/2016-17/01/Computer NMCG/ Admin (Part File)

Dear Sir,

We, the undersigned bidder, having read & examined in detail, the tender document, I/ we, the undersigned, offer to provide the Services with regard to annual maintenance contract for the sum of Rs.....(Rupees.....) excluding of applicable taxes in accordance with the Price quoted as part of Financial Bid attached herewith and made part of this Bid.

I / We undertake that the prices are in conformity with the said Bidding document. The quoted price is inclusive of all cost likely to be incurred for executing this work. The prices are exclusive of applicable taxes i.e. GST as mentioned in the financial bid.

I/ We hereby declare that in case the contract is awarded to us, we shall submit the performance guarantee as prescribed in the bidding document.

I / We agree to abide by this bid for a period of 90 days after the last date fixed for bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief. We understand that you are not bound to accept the lowest or any bid you may receive. We agree to all the terms & conditions as mentioned in the RFP document and submit that we have not submitted any deviations in this regard.

Yours faithfully,

Signature of the Authorized Signatory
Name
Designation
Name of the Bidder

Annexure-VIII

FORM OF FINANCIAL BID

Note for bidders: It is mandatory for bidders to quote for all the items. The Price quoted in the Financial Bid should contain the quotation for maintenance charges per item for one year, as listed below. The Price quoted shall separately indicate the applicable taxes and levies as applicable.

Sl.	Model	Description	Qty.	Procurement Date	Maintenance Charges per Item per Annum (in Rs.)	Taxes, if any	Total Charges per Annum (in Rs.)
A. Desktop							
1	HP	Compaq 8100 Elite	10	More than 3 Years			
2	Lenovo	Think Center M72e Tiny	14	More than 3 Years			
3		Think Center Edge 62z AIO	22	More than 3 Years			
4		Think Center E73 Tower	3	More than 3 Years			
5		Horizon 27 AIO	1	More than 3 Years			
6	Dell	Optiplex 9010	2	More than 3 Years			
7		Inspiron 3459 AIO	4	More than 3 Years			
8		Optiplex 7440 AIO	1	21-Aug-17			
9	Apple	iMac MK142HN	4	More than 3 Years			
10	Acer	WO 1725 Verinton Tower	6	More than 3 Years			
Sub Total			67				
B. Laptop							
11	Lenovo	Think Pad T430	4	More than 3 Years			
12		Note Book X230	3	More than 3 Years			
13		Yoga 520	1	7-May-19			
14	Dell	Latitute E5420	2	More than 3 Years			
15	Apple	Macbook Pro A1278	3	More than 3 Years			
Sub Total			13				
C. Printer							
16	HP	LaserJet M1136 MFP	8	More than 3 Years			
17		Color LaserJet Pro 500 MFP M570dn	2	More than 3 Years			

18		OfficeJet Pro 8600 MFP	2	More than 3 Years			
19		LaserJet M1213nf MFP	2	More than 3 Years			
20		Color LaserJet Pro M177fw	1	More than 3 Years			
21		OfficeJet Pro 8610 MFP	1	More than 3 Years			
22		LaserJet M202dw	1	More than 3 Years			
23		LaserJet 400 MFP M425dw	1	More than 3 Years			
24		LaserJet M1216nfh MFP	1	More than 3 Years			
25	Canon	Image Class MF4350d	3	More than 3 Years			
26		Image Class MF226dn	4	More than 3 Years			
27	Datacard	SD-360 (Card Printer)	1	More than 3 Years			
28	Samsung	CLX-6260FR MFP	3	Dec, 2017			
29	Brother	DCP 1616nw	7	30-Mar-17			
Sub Total			37				
D. Heavy Duty Printer							
30	HP	LaserJet Managed E72525 MFP	1	14-Sep-17			
31	Kyocera	Ecosys FS-6525 MFP	3	Feb, 2018			
32	Sharp	DX-2000U Color	2	Feb, 2018			
33	Ricoh	MP 2004 Color	1	Jan, 2018			
34	HP	Office Jet 7740	1	Apr, 2018			
E. Server							
35	IBM	Blade Server X3650 M4	1	More than 3 Years			
Sub Total			1				
F. Router							
36	Cisco	1800 Series	1	More than 3 Years			
Sub Total			1				
G. Switch							
37	Cisco	28 Port Gigabit Managed Switch	4	More than 3 Years			
38		52 Port Gigabit Managed Switch	3	More than 3 Years			
39	D-Link	8 Port POE Switch	1	More than 3 Years			
40	D-Link	5 Port Switch	12	More than 3 Years			
Sub Total			20				
H. Wi-Fi Router							
41	D-Link	DIR-816 Dual Band Router	4	More than 3 Years			
42		DAP-1360 Range Extender	2	More than 3 Years			

43	TP-Link	TLWR845N Dual Band Router	2	5-Jul-17			
44	Belkin	N600 DB Wireless N Router	2	More than 3 Years			
45	iBall	Baton Wireless N Router	1	More than 3 Years			
Sub Total			11				
I. Storage							
46	Netgear	NAS RL10400	1	More than 3 Years			
47	WD	My Cloud EX2 Ultra	2	2-Feb-18			
Sub Total			3				
J. CCTV Devices							
48	Samsung	16 Port NVR SRN-1673S	1	More than 3 Years			
49		IP Camera iPolis SMD-5011RP	14	More than 3 Years			
Sub Total			15				
K. Internet Connectivity Port (I/O)							
50	Amp Connect	CAT 6 I/O	225				
Sub Total			225				
L. VGA Switcher							
51	D-Link	KVM440 8 Port	1	More than 3 Years			
51	Creative	4 Port	1	More than 3 Years			
52	Kramer	2X2 XGA	1	More than 3 Years			
53		4X4 UXGA with Audio	1	More than 3 Years			
Sub Total			4				
M. Amplifier							
54	Tango	Mixer Amp. QSM-624 AUZ	1	More than 3 Years			
55	TOA	A-2240	2	More than 3 Years			
56	VAL Audio	X2000	1	More than 3 Years			
57		GL2000	2	More than 3 Years			
58		GL1200	1	More than 3 Years			
Sub Total			7				
N. Mic (Podium/Cordless/Lapel)							
59	Tango	Podium Mic	1	More than 3 Years			
60	AKG	Podium Mic GN30E	28	More than 3 Years			
61		Podium Mic 99H/L	4	More than 3 Years			
62		Cordless Mic SR40 with Receiver	4	More than 3 Years			
63	Audio Technica	Lapel Mic with Receiver	2	More than 3 Years			

			Sub Total	39			
O. Mixer							
64		16 Channel 1604 VLZ3	1	More than 3 Years			
			Sub Total	1			
P. USB/Flex Channel							
65	QSC	Q-SYS Core 110f	2	More than 3 Years			
			Sub Total	2			
Q. Converter / Splitter							
66		VGA to HDMI Converter	1	More than 3 Years			
67		HDMI Splitter 8 Port	1	More than 3 Years			
			Sub Total	2			
R. Speaker Management System							
68	DBX	DriveRack PA2	1	More than 3 Years			
			Sub Total	1			
S. Video Conference Camera							
69	Polycom	RealPresence Group 500	1	More than 3 Years			
			Sub Total	1			
T. Music System							
70	Sony	DVD Player	1	More than 3 Years			
71	Marantz	AV Surraound Receiver	1	More than 3 Years			
			Sub Total	2			
U. Speaker / Bass							
72	Tango	6 Watts Ceiling Speaker	40	More than 3 Years			
73	VAL Audio	iCOMM 10CX 350Watt RMS	9	More than 3 Years			
74	CELTO Acoustique	iFix 13S 500Watt RMS	2	More than 3 Years			
			Sub Total	51			
V. Projector							
75	Vivitek	DLP Projector	1	More than 3 Years			
			Sub Total	1			
W. Projector Screen							
76		6X8 Motorized Projector Screen	1	More than 3 Years			
			Sub Total	1			
X. System Controller							
77	ELAN	G1	1	More than 3 Years			

Sub Total			1			
Y. LED TV with PC						
78	Samsung	40" TV with SBB Box	5	More than 3 Years		
Sub Total			5			
Z. LED TV						
79	Panasonic	65" TV	4	More than 3 Years		
80		55" TV	2	More than 3 Years		
81	Sony	55" TV	1	More than 3 Years		
82		40" TV	2	More than 3 Years		
83		32" TV	3	More than 3 Years		
Sub Total			12			
AA. Bio-Metric Device						
84	Mantra	MFSTAB 100	2	28-Dec-17		
Sub Total			2			
Grand Total (A to AA)						

I/We undertake that the rates so quoted shall be fixed and not varied during the contract period.

Signature of the Authorized Signatory
Name
Designation
Name of the Bidder

Annexure- IX

Form of Bank Guarantee for Performance Security

To
National Mission for Clean Ganga
1st Floor, Major Dhyan Chand National Stadium,
India Gate, New Delhi-110002

WHEREAS _____ [Name and address of the firm] (hereinafter called the "AMC Vendor") has undertaken, in pursuance of Letter of Award/Contract No. _____ dated _____ to provide the services on terms and conditions set forth in this Contract _____ [Name of contract and brief description of works] (hereinafter called the "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that AMC Vendor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give AMC Vendor such a Bank Guarantee;

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of AMC Vendor up to a total of _____ [amount of Guarantee] _____ [in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of AMC Vendor or of the Bank.

"This guarantee shall also be operatable at our..... Branch at New Delhi, from whom, confirmation regarding the issue of this guarantee or extension / renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment there under claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation."

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. _____ (Rupees _____) and the guarantee shall remain valid till _____. Unless a claim or a demand in writing is made upon us on or before _____ all our liability under this guarantee shall cease.

Notwithstanding anything contained hereinabove:

- A. Our liability under this guarantee shall not exceed Rs._____ (Rupees_____).
- B. This bank guarantee shall be valid upto _____.
- C. We are liable to pay the guarantee amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before_____.

Signature and Seal of the Guarantor _____

In presence of

Name and Designation

1. _____
(Name, Signature & Occupation)

Name of the Bank

Address

2. _____
(Name & Occupation)
Date

Annexure- X

CONTRACT

THIS AGREEMENT (hereinafter called the "Contract") is made on the _____ day of the month of January, 2020 between

National Mission for Clean Ganga (NMCG), a society registered under the Societies Registration Act 1860, having its office at 1st Floor, Major Dhyan Chand National Stadium, India Gate, New Delhi-110002 (hereinafter called "Client" or "NMCG" which expression shall, unless excluded by or repugnant to be context be deemed to include its administrators, successors and assigns) of the 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 IT Hardware Equipment installed in the office of NMCG on the following terms and conditions:

NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - a) The General Conditions of Contract;
 - b) The Special Conditions of Contract;
 - c) The following Appendices:
 - Appendix A: List of IT Hardware and Peripherals
 - Appendix B: Letter of Award (LoA) issued by NMCG
 - Appendix C: Copy of Financial Bid Letter submitted at the time of Bidding
2. The mutual rights and obligations of NMCG and AMC Vendor shall be as set forth in the Contract, in particular:
 - a) the AMC Vendor shall carry out and complete the AMC Service of IT Hardware Equipment in accordance with the provisions of the Contract; and
 - b) NMCG shall make payments to the AMC Vendor in accordance with the provisions of the Contract.
3. No amendment to this Contract shall be effective unless it is in writing and signed by duly authorized representatives of both the parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

All other terms and conditions of the RFP document, clarifications, corrigendum and addendum if any shall form integral part of this Contract.

For and on behalf of
National Mission for Clean Ganga

For and on behalf of
{Name of the AMC Vendor}

.....
.....

.....
.....

I. General Terms and Conditions

1. GENERAL PROVISIONS

1.1. **Definitions** Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in India for the time being.
- (b) "AMC Vendor" means the firm/agency that will provide AMC Service for IT Hardware to NMCG under the Contract.
- (c) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1 i.e., the General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (d) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.
- (e) "GC" means these General Conditions of Contract.
- (f) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (g) "Government" means the Government of India.
- (h) "Party" means the "NMCG" or the "AMC Vendor", as the case may be, and "Parties" means both of them.
- (i) "Services" means the work to be performed by AMC Vendor pursuant to this Contract, as described in Appendix A hereto.
- (j) "In writing" means communicated in written form with proof of receipt.

1.2. Law governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India, for time being in force as amended from time to time.

1.3. Subletting

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.

1.4. Notices:

1.4.1. Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post/e-mail to such Party at the address specified in the SC.

1.4.2. A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

2. Contract Period

- 2.1 The contract shall remain valid for a period of one-year subject to satisfactory performance services at all times and may be extended for another 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 RFP Document issued on ___ January, 2020 shall be treated as part and parcel of this Agreement.
- 2.2 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.
- 2.3 Individual items of the equipment, and repair and maintenance service charges for such of the equipment, may be added to or withdrawn from the asset data given in the Appendix A 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 equipment are added to Appendix A, 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 Appendix A, as described therein, then any monies prepaid on such EQUIPMENT shall be refunded to the Client, within a reasonable time.

3. Scope of Work

- a) The list of hardware equipment to be covered under the comprehensive on-site Annual Maintenance Contract (AMC) is detailed out at Appendix A. The AMC shall cover overall maintenance of all these IT Hardware equipment;

However, the payment of replacement of any hardware parts (not listed in comprehensive on-site Annual Maintenance Contract (AMC) is detailed out at Appendix A) will only be made after submission of OEM bill or the bill of best possible replacement to the NMCG.

- b) The AMC shall cover overall maintenance of server, computer systems, software, peripherals, storage devices, switches, routers and internet ports.
- c) The AMC Vendor shall ensure the availability of service engineers on Saturdays, Sundays or other holidays in case of need or emergency.
- d) 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 equipment 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 equipment.
- e) 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.

- f) The AMC shall include providing support for the hardware equipment (covered under AMC) at the NMCG office in Delhi, however they shall be ready to provide support in case of shifting of office location.
- g) The AMC Vendor shall ensure well-defined preventive maintenance procedure on quarterly/ regular basis. The schedule of preventive maintenance as shall be as follows:
 - i. Cleaning of all equipment using dry vacuum air, brush and soft muslin clothes.
 - ii. Scanning of all types of virus and elimination and vaccination of the same.
 - iii. Running the Test Programme to ensure quality print.
 - iv. Checking of power supply source for proper safety of equipment.
 - v. Ensuring the covers, screws, switches etc. are firmly fastened in respect of each equipment.
 - vi. Shifting of equipment within the building as and when required.
- h) The AMC Vendor shall maintain services log book and record the nature of services rendered during each troubleshoot by the service representative and the same shall be duly got signed by the nodal official in charge of NMCG.
- i) 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.
- j) 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 replacement method, including with the available spares on explicit and clear order from the officer in-charge.
- k) 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 in-charge.
- l) 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.
- m) Services offered shall be in accordance with the service instructions and standard practice of original manufacturer.
- n) Maintenance work are required to be carried out as per “Manufacturers Manuals” and ensured that all the hardware equipment, are in working condition without break down.
- o) The AMC shall include providing support for configuration of the hardware equipment (under AMC) as and when needed by NMCG.

- p) The AMC shall include coordinating with OEM's support for configuration issues, hardware replacement etc.
- q) Replacement of defective parts should be made with spares/parts of the same specification and, in case these are not available, the higher specification will have to be installed. In no case will any defective parts be replaced with old spares.
- r) 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.

4. Contract Value

- 4.1 The total value of providing AMC Service for IT Hardware and Peripherals for one year is Rs. _____ (Rupees _____ only) which is as per Financial Bid submitted by the Successful Bidder.

5. Payment Terms

- (a) The AMC Vendor shall raise quarterly invoices to the Client within seven (7) days at the end of each quarter. Payment of AMC will be made quarterly in arrears after receipt and verification of bills within Forty (30) days by the Client.
- (b) 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.
- (c) 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.
- (d) All payments under this Contract shall be made to the accounts of AMC Vendor as specified in SC.

6. Charges and Terms of Invoices Submission by the AMC Vendor

- (a) 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 GST and any other charges) 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 AMC. Copy of Financial Bid Letter submitted at the time of Bidding is attached as Appendix-C
- (b) 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 each quarter.
- (c) 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 6(a) and 6(b) of this Agreement and taking into account additions, deletions as stated in para 2.3 of this Agreement or transfer of Equipment. Such invoice(s) shall be payable by

the Client, within Forty (30) days of receipt, after adjusting penalty(ies)/ other recoveries if any.

- (d) 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.

7. AMC Vendor's Obligations

- 7.1. 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.
- 7.2. 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.
- 7.3. The AMC Vendor is obliged to work closely with the Client's staff and abide by directives issued by the Client.
- 7.4. 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.
- 7.5. 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.
- 7.6. 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.

8. NMCG's Rights

- (a) NMCG reserves the right to make changes within the Scope of the Contract at any point of time.
- (b) NMCG reserves the right to place work order(s) during any period up to 18 months from the effective date of contract taking into account the same unit price for individual items as mentioned in the Financial Bid. The right of refusal of not getting the work done lies with NMCG.
- (c) If NMCG does not procure any subject matter of procurement specified in the tender document/ Contract due to change in circumstances, AMC Vendor shall not be entitled for any claim or compensation.
- (d) Since the Contract is for Rate Contract for various items, thus orders for items as per required quantities may be placed on the rates and conditions given in the Contract which will be valid for 12 months from the effective date of Contract.

- (e) As per the requirements, from time to time, NMCG shall issue a work order to AMC Vendor for supply of various items in one or more categories. However, the Rate Contract does not guarantee AMC Vendor to receive any minimum/ committed number of work order(s) from NMCG.
- (f) The work order shall specify the quantity of various items to be supplied along with delivery schedule.
- (g) The Contract for the Supply (RC) can be repudiated at any time by NMCG, if the supplies are not made to his satisfaction after giving an opportunity to AMC Vendor of being heard and recording the reasons for repudiation.
- (h) Before accepting the supply of Goods, the Goods will be inspected by NMCG. AMC Vendor has to ensure that the Goods supplied are in conformity with the specifications specified in the contract and the same can be checked during period of the Contract at the cost of AMC Vendor.

9. Imposition of Penalty

S. No.	Type of Computer / Eqpt.	Suggested Downtime- Penalty
1	Server Computers, Switches and Router	Rs.1000/- per day after 2 Days for every day / part thereof
2	All Computers, Laptops	Rs.300/- per day
3	Multi-Functional Printers	Rs.500/- per day
4	All other printers	Rs.100/- per day
5	Other Peripherals as per list provided in RFP	Rs.100/- per day for each item
6	Parts of computer failures will be treated as Computer Failure	Rs.300/- per day
7	If Equivalent standby is given within 2 days, DOWNTIME is NIL	'NIL' Penalty
8	Downtime > 30 days for mission critical servers / computers / peripherals	50% of Bank Guarantee or higher

10. Security

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.

11. Confidentiality

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.

12. Warranty

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.

13. Performance Security

AMC Vendor has furnished Performance Bank Guarantee No. _____ dated _____ amounting to Rs. _____/- (which is 10% of the total estimated value of the contract) and valid till _____ (i.e., for a period of sixty (60) days beyond the date of completion of all contractual obligations). In case the contract period is extended further, the validity of Performance Bank Guarantee shall also be extended by AMC Vendor accordingly.

14. Applicable Taxes & Duties for rendering services under the assignment

- a. The AMC Vendor will be entirely responsible for applicable GST, any other charges/ License fees etc. in connection with delivery of products and services at site including incidental services and commissioning.
- b. 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.
- c. 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.

15. Assignment or Transfer of Obligation:

This Contract shall inure to the benefit of each of the parties and their respective successors and neither party shall otherwise assign the benefit or burden of this Contract to any others, without the previous written consent of the other party.

16. Force Majeure

- (a) Neither party shall be responsible to the other for any delay or failure in performance of its obligations due to any occurrence commonly known as Force Majeure which is beyond the control of any of the parties, including, but not limited to, fire, flood, explosion, acts of God or any governmental body, public disorder,

riots, embargoes, or strikes, acts of military authority, epidemics, strikes, lockouts or other labour disputes, insurrections, civil commotion, war, enemy actions.

- (b) If a Force Majeure arises, AMC Vendor shall promptly notify NMCG in writing of such condition and the cause thereof. Unless otherwise directed by NMCG, AMC Vendor shall continue to perform his obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. AMC Vendor shall be excused from performance of his obligations in whole or part as long as such causes, circumstances or events shall continue to prevent or delay such performance.

17. Termination

- (a) **Termination on expiry of the Contract:** The Contract shall be deemed to have been automatically terminated on the expiry of the Contract period unless NMCG has exercised its option to extend the Contract in accordance with the provisions, if any, of the Contract.
- (b) **Termination on account of Force Majeure:** Either party shall have the right to terminate the Contract on account of Force Majeure, as set forth in this contract.
- (c) **Termination on account of Insolvency:** In the event AMC Vendor at any time during the term of the Contract becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then NMCG shall, by a notice in writing have the right to terminate the Contract and all AMC Vendor's rights and privileges hereunder, shall stand terminated forthwith.
- (d) **Termination for Default:** NMCG may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least Forty (30) days sent to AMC Vendor, terminate the Contract in whole or in part:
- (i) If AMC Vendor fails to deliver any or all quantities of the Goods within the time period specified in the Contract or any extension thereof granted by NMCG; or
 - (ii) If AMC Vendor fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
 - (iii) If AMC Vendor, in the judgement of NMCG, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract; or
 - (iv) If AMC Vendor commits breach of any condition of the contract.
- (e) **Termination for Delay:** AMC Vendor shall be required to render their AMC Service as per defined schedule in the work-order. If AMC Vendor fails to do so within 20 days, the Contract may be terminated by NMCG by giving Forty (30) days written notice unless NMCG has extended the period with levy of Liquidated Damages.
- (f) **Termination for Convenience:** NMCG, by a written notice of at least Forty (30) days sent to 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 NMCG's convenience, the extent to which performance of AMC Vendor under the Contract is terminated and the date upon which such termination becomes effective.

18. Indemnity

AMC Vendor shall indemnify, protect and save NMCG/NMCG against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of all the Goods as well as Services supplied/ rendered by him.

NMCG reserves the right to recover the cost towards any damage/loss caused due to the negligence on the part of AMC Vendor engaged.

19. Settlement of Disputes

- 19.1. **Amicable Settlement:** Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, Arbitration clause mentioned hereunder shall become applicable.
- 19.2. **Arbitration:** In the case of dispute arising upon or in relation to or about the contract between NMCG and AMC Vendor, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by NMCG and AMC Vendor, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Secretary of the Ministry / Department. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.
- 19.3. Arbitration proceedings shall be held in New Delhi, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- 19.4. The decision of a majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the NMCG and AMC Vendor. However, the expenses incurred by each party about the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award. Details of addresses of both the parties for Notices are as under:

Client:

Director General,
National Mission for Clean Ganga,

1st Floor, Major Dhyan Chand National Stadium,
India Gate, New Delhi -110002

AMC Vendor:

20. Jurisdiction of Courts

Jurisdiction of courts for dispute resolution shall be New Delhi only.

II. SPECIAL CONDITIONS OF CONTRACT

SCC Clause No.	Ref. of GC Clause No.	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.	1.4	<p>Addresses: NMCG: National Mission for Clean Ganga (Ministry of Water Resources, River Development & Ganga Rejuvenation), 1st Floor, Major Dhyan Chand National Stadium, Near India Gate, New Delhi -110002 Tel: +91-11-23072900/901; Fax: +91-11-23049567</p> <p>AMC Vendor: (Contact Persons name and contact details) </p>
2.	2	Effective date of contract.....
3.	3	The Contract Price is Rs. _____ (Rupees.....) exclusive of all applicable taxes and duties.
4.	9 (j)	Account Details of AMC Vendor: Name and Address of the Beneficiary: Bank: Branch: Address of the Bank: Account Number: Account Type: RTGS/NEFT/IFSC CODE: MICR NO:

Appendix A

List of IT Hardware to be covered under this RFP for AMC Service

Sl.	Model	Description	Qty.	Procurement Date
A. Desktop				
1	HP	Compaq 8100 Elite	10	More than 3 Years
2	Lenovo	Think Center M72e Tiny	14	More than 3 Years
3		Think Center Edge 62z AIO	22	More than 3 Years
4		Think Center E73 Tower	3	More than 3 Years
5		Horizon 27 AIO	1	More than 3 Years
6	Dell	Optiplex 9010	2	More than 3 Years
7		Inspiron 3459 AIO	4	More than 3 Years
8		Optiplex 7440 AIO	1	21-Aug-17
9	Apple	iMac MK142HN	4	More than 3 Years
10	Acer	WO 1725 Verinton Tower	6	More than 3 Years
Sub Total			67	
B. Laptop				
11	Lenovo	Think Pad T430	4	More than 3 Years
12		Note Book X230	3	More than 3 Years
13		Yoga 520	1	7-May-19
14	Dell	Latitute E5420	2	More than 3 Years
15	Apple	Macbook Pro A1278	3	More than 3 Years
Sub Total			13	
C. Printer				
16	HP	LaserJet M1136 MFP	8	More than 3 Years
17		Color LaserJet Pro 500 MFP M570dn	2	More than 3 Years
18		OfficeJet Pro 8600 MFP	2	More than 3 Years
19		LaserJet M1213nf MFP	2	More than 3 Years
20		Color LaserJet Pro M177fw	1	More than 3 Years
21		OfficeJet Pro 8610 MFP	1	More than 3 Years
22		LaserJet M202dw	1	More than 3 Years
23		LaserJet 400 MFP M425dw	1	More than 3 Years
24		LaserJet M1216nfh MFP	1	More than 3 Years
25		Canon	Image Class MF4350d	3
26	Image Class MF226dn		4	More than 3 Years
27	Datacard	SD-360 (Card Printer)	1	More than 3 Years
28	Samsung	CLX-6260FR MFP	3	More than 2 Years
29	Brother	DCP 1616nw	7	30-Mar-17
Sub Total			37	
D. Heavy Duty Printer				
30	HP	LaserJet Managed E72525 MFP	1	14-Sep-17
31	Kyocera	Ecosys FS-6525 MFP	3	Feb, 2018
32	Sharp	DX-2000U Color	2	Feb, 2018
33	Ricoh	MP 2004 Color	1	Jan, 2018
34	HP	Office Jet Pro 7740 MFP	1	Apr, 2018
E. Server				
35	IBM	Blade Server X3650 M4	1	More than 3 Years
Sub Total			1	
F. Router				
36	Cisco	1800 Series	1	More than 3 Years
Sub Total			1	

G. Switch				
37	Cisco	28 Port Gigabit Managed Switch	4	More than 3 Years
38		52 Port Gigabit Managed Switch	3	More than 3 Years
39	D-Link	8 Port POE Switch	1	More than 3 Years
40	D-Link	5 Port Switch	12	More than 3 Years
Sub Total			20	
H. Wi-Fi Router				
41	D-Link	DIR-816 Dual Band Router	4	More than 3 Years
42		DAP-1360 Range Extender	2	More than 3 Years
43	TP-Link	TLWR845N Dual Band Router	2	5-Jul-17
44	Belkin	N600 DB Wireless N Router	2	More than 3 Years
45	iBall	Baton Wireless N Router	1	More than 3 Years
Sub Total			11	
I. Storage				
46	Netgear	NAS RL10400	1	More than 3 Years
47	WD	My Cloud EX2 Ultra	2	2-Feb-18
Sub Total			3	
J. CCTV Devices				
48	Samsung	16 Port NVR SRN-1673S	1	More than 3 Years
49		IP Camera iPolis SMD-5011RP	14	More than 3 Years
Sub Total			15	
K. Internet Connectivity Port (I/O)				
50	Amp Connect	CAT 6 I/O	225	
Sub Total			225	
L. VGA Switcher				
51	D-Link	KVM440 8 Port	1	More than 3 Years
51	Creative	4 Port	1	More than 3 Years
52	Kramer	2X2 XGA	1	More than 3 Years
53		4X4 UXGA with Audio	1	More than 3 Years
Sub Total			4	
M. Amplifier				
54	Tango	Mixer Amp. QSM-624 AUZ	1	More than 3 Years
55	TOA	A-2240	2	More than 3 Years
56	VAL Audio	X2000	1	More than 3 Years
57		GL2000	2	More than 3 Years
58		GL1200	1	More than 3 Years
Sub Total			7	
N. Mic (Podium/Cordless/Lapel)				
59	Tango	Podium Mic	1	More than 3 Years
60	AKG	Podium Mic GN30E	28	More than 3 Years
61		Podium Mic 99H/L	4	More than 3 Years
62		Cordless Mic SR40 with Receiver	4	More than 3 Years
63	Audio Technica	Lapel Mic with Receiver	2	More than 3 Years
Sub Total			39	
O. Mixer				
64		16 Channel 1604 VLZ3	1	More than 3 Years
Sub Total			1	
P. USB/Flex Channel				
65	QSC	Q-SYS Core 110f	2	More than 3 Years
Sub Total			2	
Q. Converter / Splitter				
66		VGA to HDMI Converter	1	More than 3 Years
67		HDMI Splitter 8 Port	1	More than 3 Years

			Sub Total	2	
R. Speaker Management System					
68	DBX	DriveRack PA2	1	More than 3 Years	
			Sub Total	1	
S. Video Conference Camera					
69	Polycom	RealPresence Group 500	1	More than 3 Years	
			Sub Total	1	
T. Music System					
70	Sony	DVD Player	1	More than 3 Years	
71	Marantz	AV Surraound Receiver	1	More than 3 Years	
			Sub Total	2	
U. Speaker / Bass					
72	Tango	6 Watts Ceiling Speaker	40	More than 3 Years	
73	VAL Audio	iCOMM 10CX 350Watt RMS	9	More than 3 Years	
74	CELTO Acoustique	iFix 13S 500Watt RMS	2	More than 3 Years	
			Sub Total	51	
V. Projector					
75	Vivitek	DLP Projector	1	More than 3 Years	
			Sub Total	1	
W. Projector Screen					
76		6X8 Motorized Projector Screen	1	More than 3 Years	
			Sub Total	1	
X. System Controller					
77	ELAN	G1	1	More than 3 Years	
			Sub Total	1	
Y. LED TV with PC					
78	Samsung	40" TV with SBB Box	5	More than 3 Years	
			Sub Total	5	
Z. LED TV					
79	Panasonic	65" TV	4	More than 3 Years	
80		55" TV	2	More than 3 Years	
81	Sony	55" TV	1	More than 3 Years	
82		40" TV	2	More than 3 Years	
83		32" TV	3	More than 3 Years	
			Sub Total	12	
AA. Bio-Metric Device					
84	Mantra	MFSTAB 100	2	28-Dec-17	
			Sub Total	2	