

TENDER REFERENCE	P//AMC/17/US/TT/OTE/24-25
CONTACT DETAILS	DIRECTOR [ATTN: STORES & PURCHASE OFFICER] CSIR-CENTRAL GLASS AND CERAMIC RESEARCH INSTITUTE 196, Raja S C MULLICK ROAD, JADAVPUR KOLKATA 700032, W.B., INDIA e-mail : purchase@cgcri.res.in
DATE OF PRE-BID CONFERENCE	04th OCTOBER 2024 (03.30 P.M.)

TENDER DOCUMENT

FOR

COMPREHENSIVE ON-SITE MAINTENANCE CONTRACT OF ALL IT ITEMS AT CSIR-CGCRI KOLKATA [INCLUDING THE MAINTENANCE DIVISION AT SIRSA CAMPUS AND CSIR GUEST HOUSE AT 59 LAKE ROAD] FOR A PERIOD OF TWO YEARS

**CSIR-CENTRAL GLASS AND CERAMIC RESEARCH INSTITUTE
196, Raja S C MULLICK ROAD, JADAVPUR
KOLKATA 700032, W.B., INDIA**

SINGLE STAGE DOUBLE ENVELOPE BIDDING SYSTEM

OPEN TENDER ENQUIRY (OTE)

Invitation For Bids / Notice Inviting Tenders

1. Director, CSIR-CENTRAL GLASS AND CERAMIC RESEARCH INSTITUTE, 4 Raja S.C. Mullick Road, Kolkata 700032, West Bengal, invites e-Bids from eligible Bidders / Service Providers for the following services:

Sl. No.	Tender Ref.	Description of Goods and Services	Quantity	Single/Double Bid	Bid Security / EMD
1	P//AMC/17/US/TT/OTE/24-25	COMPREHENSIVE ON-SITE MAINTENANCE CONTRACT OF ALL IT ITEMS AT CSIR-CGCRI KOLKATA [INCLUDING THE MAINTENANCE DIVISION AT SIRSA CAMPUS AND CSIR GUEST HOUSE AT 59 LAKE ROAD] FOR A PERIOD OF TWO YEARS	ONE JOB	Single stage – double envelope system. [Techno-Commercial Bid and Priced Bid]	INDIAN RUPEES 90,000/- (ninety thousand only).

2. E-Bids are invited through the electronic tendering process and the Bidding Documents can be downloaded from the e-Tender portal of Government of India, <https://etenders.gov.in/e procure/app/> Please note that the submission of e-Bids will be only through the e-Tender portal <https://etenders.gov.in/e procure/app/>. Bids will not be accepted in any other form. Further it may be noted that Bids which are duly submitted on e-Tender portal shall only be considered and Bids just saved without submission will not be available to the Evaluation Committee of CSIR-CGCRI.
3. Any Bidder willing to take part in the process of e-tendering will have to get registered in the Central Public Procurement [CPP] portal, NIC, Government of India, by logging on to the portal <https://etenders.gov.in/e procure/app/> Bidders are requested to go through “Bidder Manual Kit”, “System Settings” & “FAQ” links available on the login page of the e-Tender portal for guidelines, procedures & system requirements. In case of any technical difficulty, Bidders may contact the help desk numbers & email ids mentioned at the e-tender portal. Every Bidder will be required to obtain a Class-III Digital Signature [DSC] for submission of Bids.
4. Bid Security / EMD, if applicable, will be required to be paid offline by Demand Draft drawn in favour of Director, CSIR-CGCRI payable at Kolkata. Alternatively, Bid Security/EMD can also be furnished in the shape of a Bank Guarantee issued by any Nationalized/Scheduled Commercial Bank of India. In case the EMD Bank Guarantee is issued by a foreign bank, the said Bank Guarantee shall have to be confirmed/counter-guaranteed by any Nationalised/Scheduled Commercial bank of India.

5. Original EMD [if applicable] is required to be sent to Director [Attention: STORES AND PURCHASE OFFICER], CSIR-CENTRAL GLASS AND CERAMIC RESEARCH INSTITUTE, 196, Raja S.C. Mullick Road, Kolkata 700032, West Bengal, before the deadline for submission of bids. The original EMD is to be sent in a sealed envelope duly superscribed with the Tender Reference Number and a statement “contains original EMD”. E-Bids of those Bidders whose original EMD is not received within the aforesaid deadline shall be liable to be rejected. Any postal delay in this respect will not be entertained.
6. Bids will be opened in the presence of Bidders’ representatives who choose to attend on the specified date and time. In the event of the date specified for bid receipt and opening being declared as a closed holiday for Purchaser’s office, the due date for submission of Bids and opening of Bids will be the following working day at the appointed time. E bids will be opened on NIC CPP Portal.
7. As per Govt. of India procurement policies,
 - a. The Purchaser intends to give purchase preference to CLASS-I LOCAL SUPPLIER as per *Department for Promotion of Industry and Internal Trade Order No.P-45021/2/2017-PP (BE-II) dated 16th September 2020.*
 - b. **The eligibility of the Supplier is restricted to Indian Suppliers.**
 - c. The Purchaser intends to give purchase preference to products/Goods manufactured by Micro, Small and Medium enterprises. Conditions of prior experience and prior turnover, if stipulated in the tender document shall be relaxed in case of MSE bidders provided they meet the required technical and quality parameter.

“Class-I Local Supplier” means a Supplier or service provider, whose goods, services or works offered for procurement, has minimum local content of 50%, as defined in Department for Promotion of Industry and Internal Trade Order No.P-45021/2/2017-PP (BE-II)-Part(4)VoL.II dated 19 July 2024 or by the competent Ministries/Departments in pursuance of this order.

“Class-II Local Supplier” means a supplier or service provider, whose goods, services or works offered for procurement, has minimum local content of 20% as defined in Department for Promotion of Industry and Internal Trade Order No.P-45021/2/2017-PP (BE-II)-Part(4)VoL.II dated 19 July 2024 or by the competent Ministries/Departments in pursuance of this order.

“Non - Local Supplier” means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than 20%, as defined in Department for Promotion of Industry and Internal Trade Order No.P-45021/2/2017-PP (BE-II)-Part(4)VoL.II dated 19 July 2024 or by the competent Ministries/Departments in pursuance of this order.

‘Local content’ means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the items procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

a) Verification of local content

- i. The 'Class-I local supplier' / 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.
- ii. In cases of procurement for a value in excess of Rs.10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- iii. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Finance Rules along with such other actions as may be permissible under law.
- iv. A supplier who has been debarred by any procuring entity for violation of the order of the Department for Promotion of Industry and Internal Trade (DPIIT) order No. P-45021/2/2017-PP (BE-II)-Part(4)VoL.II dated 19 July 2024, shall not be eligible for preference under the said order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed in the order of the Department for Promotion of Industry and Internal Trade (DPIIT) order No. P-45021/2/2017-PP (BE-II)-Part(4)VoL.II dated 19 July 2024.

“Class-II local supplier” will NOT get purchase preference in any procurement.

8. Bidders may note that the application of:

- (1) Public Procurement (Preference to Make in India) Order 2017 (PPP-MII order) ;
and
- (2) Public Procurement Policy for MSEs order dated 23.03.12 (PPP –MSE Order),
in the tendering process shall be regulated by OM No. F.1/4/2021-PPD dated 18.05.23 of Ministry of Finance, Govt. of India, a copy of which is provided at Chapter-9 of this tender document.

9. The Director, CSIR-CENTRAL GLASS AND CERAMIC RESEARCH INSTITUTE (CGCRI), Kolkata reserves the right to accept or reject any or all tenders / offers either in part or in full or to annul the tender process at any stage or to split the order without assigning any reasons there for.

10. PRE-BID CONFERENCE: A Pre-Bid Conference (PBC) will be held with prospective bidders on 04/10/2024 at 3.30 AM, through on-line mode. The link for joining the PBC shall be available on Institute website www.cgcri.res.in. The Pre-Bid Conference is essentially a platform for clarifying issues and clearing doubts, if any, about the Technical

specifications and their allied technical/commercial details of the goods and services projected in this Tender Document. Prospective Bidders are requested to send their written queries at least two days prior to the PBC so that the queries can be effectively addressed during the course of the conference. Such written queries may please be sent by e-mail to purchase@cgcri.res.in. After the PBC, the techno-commercial requirements may be revised if considered necessary by way of a formal corrigendum to be published on the CPP portal and also on the Institute website. Prospective Bidders should consult the CPP portal/Institute website so that they may submit their bids only after the outcome of the PBC is published on the said portal/website.

STORES AND PURCHASE OFFICER

NOTES FOR BIDDER

1. **UNLESS TENDERS ARE INVITED BY CSIR-CGCRI THROUGH A GLOBAL TENDER ENQUIRY [GTE], ONLY INDIAN SUPPLIERS SHALL BE ELIGIBLE TO PARTICIPATE IN THE TENDER. IN CASE OF A GLOBAL TENDER ENQUIRY [GTE], ALL SUPPLIERS INCLUDING FOREIGN AND NON-LOCAL SUPPLIERS SHALL BE ELIGIBLE TO PARTICIPATE.**

2. **PROVISIONS OF THE PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) ORDER ISSUED BY THE DEPARTMENT FOR PROMOTION OF INDUSTRY AND INTERNAL TRADE, GOVT. OF INDIA, VIDE OM NO. P-45021/2/2017-PP (BE-II)-PART(4)VOL.II DATED 19 JULY 2024 SHALL BE APPLICABLE IN THE TENDERING PROCESS. THE SAID OM IS AVAILABLE ON THE WEBSITE OF THE DEPARTMENT FOR PROMOTION OF INDUSTRY AND INTERNAL TRADE, MINISTRY OF COMMERCE AND INDUSTRY, GOVERNMENT OF INDIA. PROSPECTIVE BIDDERS MAY PLEASE NOTE THE RECIPROCITY CLAUSE 10(d) OF THE OM FOR INFORMATION AND GUIDANCE.**

3. **BIDDERS SEEKING PREFERENCE UNDER ANY POLICY/SCHEME OF THE GOVERNMENT OF INDIA LIKE PUBLIC PROCUREMENT POLICY FOR MSEs, MAKE IN INDIA ETC. MUST ENCLOSE ALL RELEVANT DOCUMENTS AND CERTIFICATES AT THE TIME OF SUBMISSION OF BIDS. BIDDER WILL NOT BE ALLOWED TO SUBMIT SUCH CERTIFICATES, DOCUMENTS AT LATER STAGES OF THE BIDDING PROCESS. BIDDER MUST ALSO SUBMIT A DECLARATION TO BE CONSIDERED UNDER THE RELEVANT POLICY/SCHEME.**

4. **BIDDERS MUST ENSURE THAT ALL DOCUMENTS PERTAINING TO FULFILLMENT OF QUALIFICATION REQUIREMENT / MINIMUM ELIGIBILITY CRITERIA ARE INVARIABLY FURNISHED WITH THEIR BID. BIDDERS WHO DO NOT SUBMIT NECESSARY DOCUMENTS [DEMONSTRATING THAT THEY FULFILL THE QUALIFICATION REQUIREMENT / MINIMUM ELIGIBILITY CRITERIA] SHALL BE REJECTED.**

5. Micro and Small Enterprises (MSE) must, alongwith their offer, provide proof of their being registered as MSE(indicating the terminal validity date of their registration)**for the item tendered**, with any agency mentioned in the notification of the Ministry of Micro, Small and Medium Enterprises (Ministry of MSME), indicated below:

- (a) District Industries Centers;
- (b) Khadi and Village Industries Commission;
- (c) Khadi and Village Industries Board;
- (d) Coir Board;
- (e) National Small Industries Corporation;
- (f) Directorate of Handicraft and Handloom; and
- (g) Any other body specified by the Ministry of MSME.

6. The MSE registration certificate as furnished by the Bidder should be dated prior to the date of publication of tender on the CPP portal. In case the registration certificate is dated after the publication of the tender on CPP portal, the Purchaser reserves the right to visit the MSE's facility / works to judge whether the unit has the necessary infrastructure, technical and other capabilities to carry out the tendered work/job/supply/project.
7. The **PUBLIC PROCUREMENT POLICY FOR MSEs** is meant for procurement of only goods produced and services rendered by MSEs and not for any trading activities by them. Bidder shall submit proof that he is a manufacturer of the item for which he is quoting and he shall highlight the details of his manufacturing status in the MSE certificate against the item(s) he is proposing to bid in the tender.
8. The MSE Registration certificate issued must be valid as on Bid closing date of the tender. Bidder shall ensure validity of registration certificate in case bid closing date is extended.
9. The MSEs who have applied for registration or renewal of registration with any of the above agencies/ bodies, but have not obtained the valid certificate as on close date of the tender, are not eligible to avail benefits under PP Policy. Where validity of such certificates such as NSIC certificate has lapsed, it shall be the responsibility of the bidder to seek renewal from the concerned Govt. agency before such expiry.
10. The bidder who intends to participate as "Start-up" company should enclose the Certificate of Recognition issued by Department of Industrial Policy and Promotion (DIPP), Ministry of Commerce & Industry, Govt. of India during submission of Technical bid.
11. The Start-up companies, recognized by DIPP are exempted from payment of EMDs.

12. For supplies made from within India, Customs Duty Exemption Certificate [CDEC] will not be issued by Purchaser. Reference to any model/make/brand in the Tender Document is only indicative. Bidder is free to quote any other model/make/brand etc. provided they are of equivalent specifications and meet the desired functional / quality parameters.
13. For the purpose of evaluation of prices, the methodology elaborated in ITB Clause 1.32 shall be followed.
14. In case, Bidder is a non-OEM, a tender specific authorisation issued by the OEM in the Manufacturer's Authorisation Form [MAF] as provided with the Tender Document must be mandatorily furnished by the Bidder.
- 15. For contracts with value more than Rs. 25 lakh, It shall be mandatory for the successful Bidder [Supplier] to be registered on the Government E-Marketplace [GEM] and obtain a unique GEM seller ID prior to release of Purchase Order / execution of contract. No Purchase Order/ contract will be issued to any Supplier who do not possess the said unique Seller ID.**

16. The following conditions shall apply to the tendering process:

Ministry of Finance Order No.: F. No. 6/18/2019-PPD Dated 23rd July, 2020 and subsequent amendment vide Ministry of Finance Order No.: F. No. 7/10/2021-PPD (1) Dated 23.02.2023 on "Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) .

- I. Any Bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. Any bidder (including an Indian bidder) who has a Specified Transfer of Technology (TOT) arrangement with an entity from a country which shares a land border with India will be eligible to bid only if the bidder is registered with the Competent Authority.
- IV. "Bidder from a country which shares a land border with India" for the purpose of this Order means –
 - a. An entity incorporated, established or registered in such a country; or

- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose *beneficial owner* is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

V. The beneficial owner for the purpose of (III) above will be as under:

- 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation:

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company.
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements.

- 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of capital or profits of the partnership;
- 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
- 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership

VI. An agent is a person employed to do any act for another, or to represent another in dealings with third person

- VI. The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.
 - VII. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.
17. Tendered Technical specifications of CSIR-CGCRI will be the parameter of technical evaluation including required warranty of the offered goods / equipment by the bidder along with eligibility criteria and other terms and conditions mentioned in the Tender Document of CSIR-CGCRI. Bidder shall offer the model which completely satisfies the technical specification of CSIR-CGCRI.
18. Any clarification on technical points asked by the technical committee of CSIR-CGCRI will be for the clarity of the goods / equipment for arriving at a proper decision. Any clarification from the bidder of such nature which modifies the original quote in order to suit the technical specifications of CSIR-CGCRI after opening of the bids will not be accepted.
19. CSIR-CGCRI reserves the right to ask the bidders to submit the shortfall documents pertaining to their eligibility criteria, if not readable, mentioned in the tender document after opening of the bids / technical offer (under Two-Bid format) within the stipulated time failing which their technical offer may be considered as non-responsive. No document pertaining to eligibility criteria and terms & conditions mentioned in CSIR-Central Glass & Ceramic Research Institute tender enquiry will be asked for submission after opening of bids and offer will be rejected. Bidder shall note that after submission and opening of tender, only related shortfall documents shall be asked for and considered. For example, if the bidder has submitted a supply order without its completion/performance certificate, the said certificate can be asked for and considered. However, no new supply order shall be asked for so as to qualify the bidder.

CONTENTS OF TENDER / BIDDING DOCUMENT

The bidding documents, apart from the Invitation for Bids / Notice Inviting Tender have been divided into eight Chapters as under:

Chapter No.	Name of the Chapter
1	Terms and Conditions
2	Detailed Terms and Conditions marked as ANNEXURE-A
3	Forms

TENTATIVE TIME SCHEDULE OF PROCUREMENT PLANNING

Sl.No	Stage	Tentative Time Frame
1.	Date of Bid Opening	XX
2.	Date of Completion of Technical Bid Evaluation	XX + 30
3.	Date of communication of Rejection of Bids	XX + 35
4.	Date of Receipt of context, if any, from Bidders	XX + 40
5.	Opening of Financial Bid	XX + 60
6.	Notification of Award	XX + 90

Clarification of Bids/Shortfall documents

During evaluation and comparison of bids, the Purchaser may, at his discretion, ask the bidder for clarification on the bid. The request for clarification shall be given in writing by fax/registered/speedpost/e-mail, etc. asking the bidder to respond by a specified date, provided that if the bidder does not comply or respond by the target date, his tender will be liable to be rejected. Depending on the outcome, such tenders shall be ignored or considered further. No change in prices or substance the bid shall be sought, offered or permitted. No post-bid clarification, at the initiative of the bidder, shall be entertained. The shortfall information/documents shall be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then. (Example: if the Permanent Account Number, GST Number, MSME Certificate for EMD exemption has been asked to be submitted and the bidder has not provided them, these documents may be asked for with a target date as above). ***So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents shall be asked for and considered. For example, if the bidder has submitted a supply order without its completion/performance certificate, the certificate can be asked for and considered. However, no new supply order shall be asked for so as to qualify the bidder.***

CHAPTER-1

TERMS AND CONDITIONS

In these terms and conditions, the following words and expressions shall have the meanings as have been respectively assigned to them:

CSIR-CGCR/ Purchaser/Institute shall mean CSIR-CENTRAL GLASS AND CERAMIC RESEARCH INSTITUTE [a constituent unit of the Council of Scientific & Industrial Research] having its office at 196, Raja S.C.Mullick Road, Kolkata 700032, West Bengal.

Service Provider / Vendor / Supplier shall mean the entity whose bid has been accepted by the Purchaser and a formal Work Order has been placed on them.

1. SUBMISSION OF BIDS:

1.1. The e-Bid is to be submitted at the e-tendering portal in TWO COVERS. One cover will be the Un-Priced Technical Bid [termed as FEE/PREQUAL/TECHNICAL cover type in the portal} and the other shall be the Priced Bid {termed as the FINANCE cover type in the portal} Both the Un-Priced Techno-Commercial Bid and the Priced Bid shall be submitted at the e-portal in separate packets as described above.

1.2. The Un-Priced Technical Bid prepared by the Bidder shall include:

Sl. No.	Document Required	Document Type
1	Scanned copy of the Earnest Money Deposit/Bid Security for Rs. 90,000/-	.pdf
2	Scanned Application Form (to be issued on Bidder's letterhead as per the format prescribed in this Tender Document at FORM-01) DULY SIGNED BY Bidder with official seal.	.pdf
3	Scanned Copy of Bidder's Certificate of Incorporation, ISO certification for AMC services, GST Registration, Trade license, Income Tax PAN, Proof of address [service and repair center] of office at Kolkata and any other document required for rendering services like Annual Maintenance Contract of IT items.	.pdf
4	Copy of at least two Comprehensive Maintenance Service Contract through centralized IT Service desk. The task should be for minimum 400 PCs, 300 Printers, 50 Scanners, 10 Servers, 50 High Speed managed switches (all ports minimum 1 Gbps) in a local area network environment. Details are given at Annexure-A of this Tender Document. Further, the corresponding certificate of completion / certificate of satisfactory performance should also be furnished.	.pdf

5	Scanned Copies of Balance Sheets of past five financial years ending 31 March 2024 so as to show average turnover of more than Rs. 20 crore from IT services during each of the five financial years.	.pdf
6	All other documents and declarations as are to be submitted under the terms and conditions of the Tender Document	.pdf
7	List of Personnel proposed to be deployed as Skilled Resident Service Engineer together with all supporting documents. This list may be submitted in the prescribed format given as FORM-02	.pdf
All the above scanned document must be e-signed prior to being uploaded and saved in the system.		

1.3. The Priced Bid prepared by the Bidder shall include the following documents:

Sl. No.	Document Required	Document Type
1.	Price Schedule Form duly filled-in and signed by Bidder	.xls

1.4. The bidders shall digitally sign and encrypt their bid and upload the bid on-line at the e-Tendering portal.

1.5. If the envelope is not digitally signed & encrypted, the Purchaser shall not accept such open Bids for evaluation purpose and shall be treated as non-responsive and rejected.

1.6. Purchaser shall receive the bids online through CPP e-portal only. The e-Tender portal shall automatically stop accepting bids at the scheduled date and time specified in the Tender Document. Partially submitted bids shall be treated as invalid and shall not be processed. Bidders are advised to upload and submit their bids timely in view of the electronic process so as avoid list minute issues.

1.7. Purchaser may, at its discretion extend the deadline for submission of the e-Bids by amending the Tender Documents in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

1.8. Bidders must note that the e-tender portal shall not permit uploading of bids after the scheduled time of submission.

1.9. The Bidder may correct or modify his digitally signed bid after submission prior to the deadline for submission of bids, through provisions of e-tendering portal.

2. PRICES

- 2.1. Bidders are requested to note that they should necessarily submit their financial bids in the MS-EXCEL format provide and no other format is acceptable. Bidders are required to download the BOQ file, open it and complete the unprotected cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected. It may be noted that only duly submitted bids shall be evaluated and bids just saved but not submitted shall not be part of the evaluation process.
- 2.2. CSIR-CGCRI shall not consider any changes on any account after the opening of Bid and hence the prices offered shall remain firm during the validity of the Bid and shall not be subject to variation on any account. If a Bidder Quotes ***Nil Charges/consideration***, the bid shall be treated as unresponsive.
- 2.3. The Bidder shall quote as per Price Schedule Format [MS-EXCEL] given in this Tender Document. However, the Prices should be quoted only in the BOQ file to be downloaded from the e-tendering portal.
- 2.4. The bidder shall quote the price for the maintenance contract as a single job. Part quote shall be summarily rejected.**

3. PERIOD OF CONTRACT

- 3.1. The Maintenance Contract shall be for a period of two(2) years with effect from the date of issue of the Work Order subject to rendering of satisfactory services. The maintenance contract shall also be subject of periodic assessment with regard to performance of the vendor.
- 3.2. In case the services of the vendor are determined to be unsatisfactory during the period of contract, Director, CSIR-CGCRI shall be at liberty to cancel the Maintenance Contract and encash the Performance Security furnished by the vendor.

4. VALIDITY OF BID

- 4.1. The offer should be valid for at least 90 days from the date of opening of the Technical Bid.

5. EVALUATION OF BID

- 5.1. The Technical Bids shall be opened first and will be scrutinized to see whether the bids / tenders meet the Eligibility Criteria as incorporated in the Tender Document. The bids/tenders, which do not meet Eligibility criteria, are to be

treated as unresponsive and ignored. Incomplete/Conditional Bids shall be summarily rejected.

- 5.2. During the course of evaluation, CSIR-CGCRI may, at its discretion ask the bidder for clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.
- 5.3. The Price Bids of the parties, who meet the Eligibility Criteria, shall be evaluated on the basis of total price quoted by them and indicated as such in the Price Schedule Form [BOQ file]. If a bidder quoted NIL charges /consideration, the bid shall be treated as unresponsive and will not be considered.
- 5.4. The Maintenance Contract shall be awarded to the lowest evaluated responsive Bidder. A Performance Security equivalent to 3% of the Work Order value (inclusive of taxes) shall have to be furnished by the successful Bidder in the form of a Demand Draft / Bank Guarantee in the prescribed format.
- 5.5. The proceeds of the Performance Security shall compensate CSIR-CGCRI for any loss/damages owing to non-fulfilment of contractual obligations on part of the Service Provider.
- 5.6. The performance Security shall be returned to the successful Bidder without any interest after satisfactory completion of the contractual obligations. In case of pre-mature termination (cancellation of the contract, due to unsatisfactory performance by the party) CSIR-CGCRI shall encash the said performance Security. [Note: In case a Bank Guarantee is furnished, it should be valid till validity of the contract period+ 60 days]. The performance Security has to be furnished within 21 days of issue of Word Order / Contract failing which the contract/ work Order shall be deemed to be cancelled.

6. PAYMENT

- 6.1. Payment will be released on quarterly / half yearly basis against submission of bills/invoices duly supported with a certificate issued by the User Department / Computer Division-CGCRI, stating that the services during the period of billing have been satisfactory and that the vendor completed all its contractual obligations. All payments due under the contract shall be paid after deduction of statutory levies at source (like ESIC, IT, etc.), wherever applicable.

7. LIQUIDATED DAMAGES

- 7.1. Subject to the Clause on Force Majeure, if the Supplier fails to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to the 0.5% of the delivered price of the unperformed Services or contract value in case the delivered price of the unperformed services cannot be ascertained from the contract, for each week or part thereof of delay until actual delivery of services / performance, up to a

maximum deduction of 10%. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to the Clause on Termination for Default.

8. FORCE MAJEURE

8.1. Notwithstanding any other provisions of the contract, the Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages or termination of contract, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

8.2. For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

8.3. If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within 21 days of its occurrence. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its 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.

8.4. If the performance in whole or in part or any obligations under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party may at its option terminate the contract without any financial repercussions on either side.

9. TERMINATION FOR INSOLVENCY

9.1. The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.

10. SETTLEMENT OF DISPUTES AND ARBITRATION

10.1. CSIR-CGCRI and the Vendor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Maintenance Contract. If after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either CSIR-CGCRI or the Vendor may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute of

difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Cause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Services under the Contract.

10.2. Dispute or differences arising between the CSIR-CGCRI and the vendor relating to any matter arising out of or connected with the Maintenance Contract shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996 and Arbitration & Conciliation (Amendment) Act 2015, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. In the event of any question/dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is specifically provided under this agreement), the same shall be referred to the Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi for appointment of arbitrator to adjudicate the dispute. The award of the arbitrator shall be final and binding on the parties. The arbitrator may give interim award(s) and / or directions, as may be provided. Subject to the aforesaid provision, the Arbitration and Conciliation Act 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

10.3. The venue of the arbitration shall be the place from where the AMC Work Order is issued / executed.

11. APPLICABLE LAW

11.1. The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to a court of competent jurisdiction in Kolkata, West Bengal, India.

12. CODE OF INTEGRITY FOR PUBLIC PROCUREMENT

12.1. The purchaser requires that the Bidders, Suppliers, Service Providers and Contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the following are defined:

Sr. No.	Term	Meaning
(a)	Corrupt practice	The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution.
(b)	Fraudulent practice	a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract.
(c)	Collusive practice	means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive levels.

Sr. No.	Term	Meaning
(d)	Coercive practice	means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.
(e)	Anti-competitive practice	any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the purchaser, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels
(f)	Conflict of interest	participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of purchaser who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the purchaser with an intent to gain unfair advantage in the procurement process or for personal gain
(g)	Obstructive practice	materially impede the purchaser's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the purchaser's Entity's rights of audit or access to information

12.2. The Purchaser will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

12.3. The bidders/suppliers should sign a declaration about abiding by the Code of Integrity for Public Procurement and submit it in the form as prescribed in the Tender Document. In case of any transgression of this code, the bidder is not only liable to be removed from the list of registered suppliers, but it would be liable for other punitive actions such as cancellation of contracts, banning and blacklisting or action by Competition Commission of India, and so on.

12.4. Obligations for Proactive disclosures

a) The Purchaser as well as bidders, suppliers, contractors and consultants, are obliged under Code of Integrity for Public Procurement to suo-moto

proactively declare any conflicts of interest (coming under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity.

- b) The bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity. Failure to do so would amount to violation of this code of integrity.
- c) To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest would be evaluated and mitigation steps, if possible, taken by the purchaser.

12.5. Punitive Provisions

Without prejudice to and in addition to the rights of the Purchaser to other penal provisions as per the bid documents or contract, if the Purchaser comes to a conclusion that a (prospective) bidder/supplier, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the purchaser may take appropriate measures including one or more of the following:

- a) If his bids are under consideration in any procurement:
 - i. Forfeiture or encashment of bid security;
 - ii. Calling off of any pre-contract negotiations; and
 - iii. Rejection and exclusion of the bidder from the procurement process.
- b) If a contract has already been awarded
 - i. Cancellation of the relevant contract and recovery of compensation for loss incurred by the Purchaser;
 - ii. Forfeiture or encashment of any other security or bond relating to the procurement;
 - iii. Recovery of payments including advance payments, if any, made by the purchaser along with interest thereon at the prevailing rate.
- c) Provisions in addition to above:
 - i. Removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements of the purchaser for a period not less than one year;
 - ii. In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;
 - iii. Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

13. The purchaser reserves its right to terminate the maintenance contract at any time after giving due notice without assigning any reason. The contractor will not be entitled to claim any compensation against such termination. However, while

terminating the contract, if any payment is due to the contractor for maintenance services already performed in terms of the contract, these would be paid to it/him as per the contract terms.

14. The following details should be provided by Service Provider:

- ***Channel of registering service request, response time for resolving the request.***
- ***Channel for escalation of service request in case of delay or unsatisfactory resolution of request, monitoring of service levels etc. this would include provision of help lines, complaint registration and escalation procedures.***

15. Bidder shall furnish a certificate to the effect that the prices charged by him should not exceed the prevailing rates charged by him from others for similar services. While claiming payment, the AMC holder is also to give a certificate to this effect in his bill.

16. ELIGIBILITY CRITERIA AND OTHER TERMS AND CONDITIONS

16.1. OTHER Detailed Terms and Conditions pertaining to the Contract are laid down in the attached Document.

16.1.1. Wherever deemed necessary, Bidder shall be at liberty to question the Bidding Document, Bidding process and rejection of its Bid.

Yours Faithfully,

BodhisattwaDhar
Stores & Purchase Officer

CHAPTER-2

DETAILED TERMS AND CONDITIONS



CENTRAL GLASS & CERAMIC RESEARCH INSTITUTE

196, Raja S C Mullick Road, Kolkata -700 032

Annual Maintenance Contract of IT items at CGCRI Kolkata for two years

Comprehensive Maintenance (Part - A)		Facility Management Service (without spares) (Part - B)		On call basis (Part - C)	
Items	No.	Items	No	Items	Type
Desktops	462	LAN Connectivity	300	Laptops	HP, Dell, Sony, Lenovo, Acer, Toshiba
Workstation	14	Network Service Deliverables		Wireless Controller with AP	Motorola
HP Color LJ Printer	38	Server Service Deliverables		FibreOptic connectivity/splicing	-
HP LJ Printer	249			-	-
HP Deskjet	10				
Scanner	38			-	-
Server	16				
Switches/Router	60				

N.B. This is the consolidated list. The detailed list is given in separate sheets.

Note: The number of IT items as indicated above is tentative and is subjected to change any time during the contract period.

The offer must conform to the below mentioned terms and conditions:

Terms & Conditions:

N.B.: Bidder is expected to go through all the prescribed terms & conditions and submit its bid accordingly. Failure to furnish the required information or submission of a bid not substantially responsive to this Tender document will be entirely at bidder's risk and may result in cancellation of the offer submitted.

1. Qualification criteria:

Bidder must meet the following Qualification Criteria:

- a) Should have minimum 10 years of domestic experience in maintenance service of IT systems viz. Computer Maintenance Service, Facility Management service, LAN Maintenance and must have service center and office in India. The vendor should have registered office in Kolkata mandatorily.

b) The firms offering their bid should have successfully undertaken Comprehensive Maintenance Service Contract through centralized IT Service desk. The task would be for minimum 400 Pcs, 300 Printers, 50 scanners, 10 servers, 50 high speed managed switches (all ports minimum 1 Gbps) in a local area network environment and the firms should have sufficient expertise to carry out the given task. The firms should have undertaken similar task in a single order in different organizations in last 5 years for at least 2 (two) contracts. Out of these orders, at least 1 (one) should be live i.e. the Contract is still being undertaken. Upon failure to provide any supporting documents, the vendors would be disqualified for the bid. The contact person's Name, Phone Number and Email address for the above orders, should also be provided for ready reference.

c) The Vendor should be having at least ten (10) years of experience in this line of service. Bidders will provide the valid ISO certificate pertaining to required services as per CGCRI's tender document.

d) The firms offering their bids should be in sound financial condition with turnover from IT business of Rs. 20 crores or more during the last 5 years. If balance sheet is not audited for the last year, the vendors may provide last 4 year audited balance sheets along with last year's unaudited balance sheet. Last 5 years balance sheet is mandatory to support the turnover claim. The vendors should also provide document for their profitability in the period mentioned above.

e) The Organization should have Linux/Unix Network, virtualization and server administrators with at least 7+ years of relevant experience for expert help in their payroll, so that they can visit CGCRI as and when needed, within two hours maximum. The list of above personnel with their contact details should be provided for ready reference.

f) The Maintenance Contract will be awarded to the Bidder whose bid has been found to be fully responsive and has also been determined to be qualified as responsive bidder, provided further that the bidder is to be qualified to perform the contract satisfactorily.

Note: CGCRI reserves the right to verify/seek confirmation of all original documentary evidence submitted by vendors in support of above mentioned clauses of qualification criterion. In case any information furnished by the bidder is found to be false/ incorrect at any stage, the bid shall be summarily rejected and no correspondence on the same shall be entertained.

Technical compliance statement (1-2 pages) to be provided by every vendor.

2. Prices

Bidder will furnish the Unit Price and total Bid price of the Services offered in the format prescribed for the purpose BOQ file (MS-Excel). The format should not be altered or modified.

Tax as applicable should be entered separately.

The Price quoted by the bidder will remain fixed during the performance of the contract and will not be subject to variation on any account.

3. Bid

The Bids will be on two bid basis: 1) Techno-commercial bid and 2) Price bid.

The Techno Commercial Bid will consist of the following:

- a) Earnest Money Deposit /Bid Security with MSME/NSIC exemption
- b) Copy of ISO certification as mentioned in qualification criteria.
- c) Copies of Work Orders /Contracts issued by organizations and related to Maintenance Service Contract of a nature similar to that specified in this Tender Document.

NB: The Work Orders must have been issued within the past five years.

d) Copies of Certificates /documents establishing successful & satisfactory rendering of services with respect to the Work Orders as referred at c) above. Such Certificates should be issued by the Heads of the respective Institutes / Organisations or any other competent authority.

e) Copy of audited and certified balance sheet for the last 5 financial years. If balance sheet is not audited for the last year, the vendors may provide last 5 year audited balance sheets along with last year's unaudited balance sheet. Last 5 years balance sheet is mandatory to support the turnover claim.

f) Declaration signed by the bidder to the effect that all the terms and conditions of the Tender Document have been accepted without any reservations or objections.

g) Copy of GST Registration Certificate / Income Tax PAN Card / Proof of address of local service centre in Kolkata.

h) Any other Document.

The Priced Bid will contain the Price quoted by the bidder in the format prescribed for the purpose (Annexure I).

Before submission of bid, on prior appointment one can visit institute n/w setup and for clarification can meet Head, IT Division.

At the time of submission of bid, it shall be ensured that all documents except for unamended printed literature, brochures etc. are attested/signed by the bidder or any other person/ persons authorized to bind the bidder to the contract. Any cuttings, erasures, interlineations etc. shall be considered to be valid only if they are initialed by the person /persons signing the bid.

4. Notification of award

The period of AMC will be for a period of two years from the start of Work Order.

5. Successful Bidder

The successful bidder will provide the contact details of their Service-in-charge to the Head of Department (HOD), IT Division, CGCRI immediately on receipt of the Work Order. The successful bidder will also inspect the equipments (computers, printers, scanners and other items mentioned in this IFB [Inventory Furnished Below]), prepare an inventory with detailed specification, OEM Serial No. & location of the equipment. A copy of this inventory will be handed over to the HOD, IT Division, CGCRI. Identification stickers will be provided by CGCRI and these are to be pasted on the Front face of the equipments at the time of preparing the inventory. The total number of IT items coming under AMC may vary depending on the actuals.

During the period of contract, the inventory is to be updated quarterly to accommodate inclusion/exclusion of items.

6. Scope of Service

Service Level Agreement

A. Comprehensive Maintenance Service

- I.** At the start of the contract service, circuitry, boards, SMPS, fan, printer heads, rollers etc of all the systems / devices / peripherals as mentioned in Annexure-A are to be cleaned
- II.** The party is to make preventive maintenance of all systems quarterly which includes thorough cleaning of all the PCs and peripherals (without opening the covers). The party will clear the temporary files, cookies, journal files and also check the security systems, A/V and anti-malware measures.
- III.** Maintenance contract is on site comprehensive including all types of spares which include power cables etc. To note that for a printer it includes printer head, printer cable, fuser assembly, drums and all types of plastic parts and any other type of parts not explicitly mentioned above. However, it excludes the following consumables - cartridges, ribbons, stationery items.
- IV.** Though most of the IT items in Annexure I are in the main campus, the contract also covers the remaining IT items at maintenance division at SIRSA Campus and CSIR Guest House (Lake Road).
- V.** The AMC can be extended if needed by CGCRI, for a further period of maximum 01 (one) more year on the same terms and condition of the existing contract.

Parts replacement Policy

- i) If the defective system cannot be made operative within 24 hours for PC and 48 hours for printers after the complaint, those are to be replaced with equivalent systems on temporary basis until the original ones after repairing are returned.
- ii) Defective parts are to be replaced with OEM parts or equivalent parts, subject to approval of Head, IT Division. Monitors/CPU/Printers/Scanners, Servers/Switches/wifi devices etc., if cannot be repaired, are to be returned to CGCRI along with equivalent alternative systems. Both the systems will be property of CGCRI. Defective spare if replaced by new one by the AMC service provider, then defective spare after replacement will be the property of the firm.
- iii) Degradation in function or functionality or malfunctioning after repair or replacement of parts will be treated as problem unresolved.
- iv) All logistics and part transaction would be responsibility of vendor.

Spare Parts Stocking Policy

Vendor shall maintain enough spare parts (as per Table-A) in the Institute to ensure the Service level high for the equipments under their maintenance. They must stock at site the minimum level of standby equipment (fully functional and equivalent to the CGCRI equipment) and spare parts as per the table-A. In addition, adequate spares in terms of keyboard, Mouse, CD/DVD R/W Drive, SMPS module and such accessories must be available at site for immediate replacement/standby arrangement. The Stocking level will be checked quarterly by CGCRI. Standby spares must be supplied within 15 working days from the date of issue of AMC Work Order. CGCRI reserves the right to deduct 5% AMC value from 1st quarter bill if not supplied within stipulated time frame mentioned above.

Table --- A

Sl. No.	Item Description	Minimum Qty.(Nos.)
1.	Desktop PC (Min core i3 or higher, 8 GB DDR4 RAM, 1 TB HDD, DVD RW, Keyboard, Mouse with 20" LED monitor)	4 nos.
2.	Server	1 nos.
3.	Keyboard(HP/Dell/Logitech)-USB	10 nos.
4.	Mouse (HP/Dell/Logitech)-USB	10 nos.
5.	HP Single Functional Laserjet Printer (88A/12A/78A cartridge compatible)	3 nos.
6.	HDD (1 TB)-WD/Seagate	5 nos.
7.	SMPS	6 nos.

8.	Compatible RAM – Desktop (2 GB)	DDR 3 – 5 nos. DDR 4 – 5 nos.
9.	High Speed Managed Switch (all ports minimum 1 Gbps)	2 Nos.
10	Scanner – A4	1 Nos.
11	MFP – Mono – A4	1 Nos.

B. Facility Management Service (without spares).

- The vendor will be liable to maintain O.S.(Linux/ Windows server, VMWare servers, KVM Servers, Windows 7, Windows 8, Windows 10, Windows 11 etc.) of desktops and Laptops fully functional with their existing s/w and data base.
- The contract covers administration and time to time upgradation of OS and other applications, patch upgradation, network reconfiguration etc. Whenever required the vendor will backup/restore data, format hard disk, reload OS and other applications (MS Office on desktops, mysql, MSSQL, antivirus server, backup servers, open source softwares etc. on Windows and Linux platforms).
- The vendor must ensure working condition of network devices, servers, all applications installed on servers during / after maintenance / service / repair activity. On requirement backups are to be restored to make the system up. The vendor is to render the same service for all the other servers, proxy servers, web servers, library servers, antivirus servers, DNS servers, mail servers, ERP servers, Application servers and backup server.
- To keep the system secured, the F/W (Fortigate UTM 600D / 201F) is to be configured properly to meet institute requirement and to perform s/w maintenance.
- As an additional security measure/tool the vendor may introduce opensource solution, viz. (e.g. spamassasin, webmin etc.).
- The vendor would extend assistance to operate Video Conferencing System. Video Conferencing support needs to be provided as and when required, sometimes beyond office hours including weekends and holidays.
- The contract covers the following activity to keep systems from virus/spam attack.

i) Maintaining existing Kaspersky/Symantec and any other Enterprise level A/V solutions. If required for additional security, open source solution is acceptable

ii) To Download and distribute the updates to all the in-scope desktops, Laptops and Windows servers through automatic scheduling virus scanning for in-scope systems and in case of infection, the removal of virus.

iii) Loading and updating of A/V on all the systems, in case if automatic updating fails

- Maintenance of Windows server 2008 for Centralised computer facility, secondary server, backup server etc.
- Network connectivity is to be maintained and if required, the termination is to be made at I/O or patch panel end at the rate quoted in the tender.
- Vendor will coordinate warranty/post-warranty service with respective OEM of the h/w & s/w.
- Vendor will be liable to maintain OS of laptops fully functional.

7. General

Timely and satisfactory rendering of Maintenance Services is the essence of the contract. In case it is observed that the services rendered by the firm are not satisfactory, Director, CGCRI, shall be at liberty to cancel the Work Order. Further, the Security Deposit furnished will also be forfeited.

- The successful vendor must have technical team of qualified and experienced personnel on their pay roll having minimum 5 years of hands-on experience in technical IT service comprising of areas like desktop, printer, scanner, server, switch and network maintenance who shall be deployed as "Service Personnel". The Service Personnel are to be deployed from among the personnel who are on the payroll of the vendor with required documents and identification. At least 3 service personnel should be present on-site during office hours on all working days. If any personnel is on leave, the vendor should provide replacement manpower with equivalent expertise for that time. Firm will ensure the wages for Skilled Worker as per the rule/guidelines of office of the Chief Labour Commissioner (C), Ministry of Labour & Employment, New Delhi, GoI to their employees who will be deputed to CSIR-CGCRI for performing the services under AMC. In this regard, CSIR-CGCRI will not be held responsible for any dispute between the employee and the service providing firm regarding wages and other benefits to the employee pertaining to Central Labour Law, GoI.
- The Service Personnel deployed for a particular site shall not be removed/replaced without the consent of the departmental authority with whom the agreement shall be entered into.

- The list of Servers, Workstations, Computers, Printers, Network Switches, wifi devices etc. is attached as in the Technical Bid. However, new equipment purchased from time to time, after their expiry of warranty/guarantee period, will also have to be serviced/maintained by the vendor at the same rate of similar/equivalent item in the list, and the terms and condition will also remain same for the newly added items. PURCHASER reserves rights to add/remove items from the list during the contract period with prorated (pro-rata basis) effect from the next quarterly invoice. For machines which are currently under warranty and will go under AMC in the future, the AMC rates also need to be provided by the vendors along with the FMS rates. For such machines if they transition from FMS to AMC in between the billing period, then the amount will be calculated on a pro rata basis.

- Vendors are not allowed to subcontract in any manner.

- Each on-site Service Personnel must be equipped with necessary tools and tackles for providing day-to-day support services.
- Each Resident engineer/ Site engineer should be equipped (Mandatory) with below mentioned devices:-
 - a. MOBILE PHONES (Resident engineers/Site Engineer must have mobile phone).
 - b. LAN Tester – 1 no.
 - c. Digital Multimeter. – 1 no.
 - d. Clamping/crimping tool. – 1 no.
 - e. Screw Driver set. – 1 set for each.
 - f. Cleaning Brush – 2 nos.
 - g. Colin liquid cleaner – As per requirement.
 - h. Blower / Vacuum cleaner – 1 no.
 - i. Identity Card issued by the Vendor.

- The successful vendor shall be required to make all necessary arrangements so that adequately qualified and experienced persons promptly (within 15 minutes) attend to onsite services during normal office hours which is from 9 AM to 7 PM 9 AM (IST) to 7 PM (IST) covering 08 hours excluding lunch time for 30 minutes.

- Service beyond normal hours and on scheduled holidays may be made available, on emergency / special events, without additional charge.

8. Service deliverables

Service Deliverables: - NETWORK ITEM

- 1 Maintenance & Management of the Network Infrastructure

Description: -

- i Network Monitoring software to be implemented & configured to monitor availability and health of network & security device.
- ii Management of LAN / WAN / Wi-Fi Network equipment (including L2, L3 Switch, AP, Wifi controller).
- iii Monitoring & incident management of LAN, WAN & Wi-Fi network.
- iv Maintenance of network switches with compliance check.
- v Wi-Fi Signal assessment / heat mapping for better coverage & AP placement.
- vi Network log monitoring for proactive action.
- vii IOS management for network devices.
- viii Data & Configuration backup of each managed network devices.
- ix Monthly availability & incident reports to be shared to CGCRI IT team.
- x Network dashboard interface for CGCRI IT team.
- xi Open-source Asset Management software to be implemented and configured for all devices under AMC.

(These above-mentioned deliverables will be applicable for all Switches / Router and AP, Wifi Controller of CGCRI, and monthly report to be shared with CGCRI IT team positively, One Senior level Network engineer must visit at CGCRI campus monthly to liaison this job)

LAN Deliverables: -

- 1 Network troubleshooting – LAN, Internet, Intranet by coordination with OEM (if required).
- 2 Restoration of connectivity of node with the Server / Switch. Rectification of fault in LAN point, Patch cord, RJ45, I/O box.
- 3 Assistance to users to log on to the network.
- 4 Configuration of printers and other network peripherals on the network.

Service Deliverables: - SERVER

- i Complete Server Administration and VMWare / KVM Virtualization.
- ii Hardware maintenance of Server with compliance check.
- iii Server health & hardware utilization checkup, antivirus update etc.
- iv Verify and restoration check of back up data.

v Installation and maintenance of operating system, application software, patch management etc.

vi Back up and restoration of data on Servers as per back up policies.

(These above-mentioned deliverables will be applicable for all Servers of CGCRI, and monthly report to be shared with CGCRI IT team positively, One Senior level Server engineer must visit at CGCRI campus monthly to liaison this job).

Penalty Clause: -

Complaints should be resolved within 24 hours and in extreme case within two working days. If not done, then CGCRI reserves the right to impose penalty at the following rate if the service is not done satisfactorily within the period mentioned below.

1. Desktop PC: Rs. 200/-, beyond 2 working days.
2. All in One PC: Rs. 250/-, beyond 2 working days.
3. Workstation: Rs. 500/-, beyond 2 working days.
4. Printer – Mono: Rs. 200/-, beyond 2 working days.
5. Printer – Mono – MFP: Rs. 250/-, beyond 2 working days.
6. Printer – Color: Rs. 250/-, beyond 2 working days.
7. Scanner: Rs. 200/-, beyond 2 working days.
8. Switch – Managed: Rs. 1000/-, beyond 1 working day.
9. Server: Rs. 2000/-, beyond 1 working day.

CHAPTER-3

FORMS

Sr. No.	Name of the Form	FORM
1	Application Form	01
2	Service Engineer Details Form	02
3	Bidder's Information Form	03
4	Format for declaration by the Bidder for Code of Integrity & conflict of interest	05
5	Performance Security Form	06
6	Self-Certification for Make in India	07
7	Self-Certification regarding Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs)	08

FORM -01

Prescribed Format for Application

(to be submitted on the Letterhead of the Bidder)

The Director,
CSIR-CENTRAL GLASS AND CERAMIC RESEARCH INSTITUTE
196, Raja S.C. Mullick Road
Kolkata 700032
West Bengal

SUB: COMPREHENSIVE ON-SITE MAINTENANCE CONTRACT OF ALL IT ITEMS AT CSIR-CGCRI KOLKATA [INCLUDING THE MAINTENANCE DIVISION AT SIRSA CAMPUS AND CSIR GUEST HOUSE AT 59 LAKE ROAD] FOR A PERIOD OF TWO YEARS

Ref: Your Tender Document No.dated

Dear Sir,

I/We have read and understood the terms and conditions for comprehensive on-site maintenance contract of all IT items at CSIR-CGCRI Kolkata [including the maintenance division at SIRSA Campus and CSIR Guest House at 59 Lake Road] for a period of two years and hereby accept all the terms and conditions.

I/We also understand that as per terms of the tender, bidder should quote the prices for all the items as listed at Annexure A of the Tender Document and also given in the MS-EXEL BOQ file]. The lowest evaluated responsive bidder shall be determined on overall price basis [i.e. total price inclusive of all taxes for items listed in Annexure-A and in the MS-EXEL BOQ file].

Yours faithfully,

Date _____

Signature _____
Name & Designation _____

FORM -02

(Details of Service Engineer)

(To be submitted on Bidder's letterhead together with Technical Bid)

S. No.	Name and Designation	Qualification/ Certification	Whether the employee is permanent /direct employee of bidder? (if yes, supply PF record)	Years of experience and Area (Computer/Laptop/ Printer/Scanner/Software Service)	Remarks

Date _____

Signature _____

Name & Designation _____

(to be signed and stamped by Bidder's authorized representative)

FORM – 03

Bidder Information Form

(a) [The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted. This should be done of the letter head of the firm]

Date : [insert date (as day, month and year) of Bid Submission]

Tender No : [insert number from Invitation for bids]

01.	Bidder's Legal Name [insert Bidder's legal name]
02.	In case of JV, legal name of each party: [insert legal name of each party in JV]
03.	Bidder's actual or intended Country of Registration: [insert actual or intended Country of Registration]
04.	Bidder's Year of Registration: [insert Bidder's year of registration]
05.	Bidder's Legal Address in Country of Registration: [insert Bidder's legal address in country of registration]
06.	Bidder's Authorized Representative Information Name: [insert Authorized Representative's name] Address: [insert Authorized Representative's Address] Telephone/Fax numbers: [insert Authorized Representative's telephone/fax numbers] Email Address: [insert Authorized Representative's email address]
07.	Attached are copies of original documents of: Articles of Incorporation or Registration of firm named in 1, above.

Signature of Bidder _____

Name _____

Business Address _____

FORM - 04

Format for declaration by the Bidder for Code of Integrity & conflict of interest

(On the Letter Head of the Bidder)

No: _____

Date _____

To,

(Name & address of the Purchaser)

Sir,

With reference to your Tender No. _____ dated _____ I/We hereby declare that we shall abide by the Code of Integrity for Public Procurement as mentioned under Para 1.3.0 of ITB of your Tender document and have no conflict of interest.

It is certified that we are not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids / Tender.

The details of any previous transgressions of the code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity are as under:

- a
- b
- c

We undertake that we shall be liable for any punitive action in case of transgression/ contravention of this code.

Thanking you,

Yours sincerely,

Signature
(Name of the Authorized Signatory)
Company Seal

FORM - 05

PERFORMANCE SECURITY FORM

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To,
.....

WHEREAS
(name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no. datedto supply (description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract 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 or the sum specified therein.

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

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

This guarantee shall be valid until the day of, 20.....

(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch

Note: Whenever, the bidder chooses to submit the Performance Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc.

FORM – 06

Self Certification for Make in India

(to be furnished on Bidder's official letter head and signed by the authorised signatory of Bidder)

Reference:Order No. P-45021/2/2017-PP (BE-II) dated 16 September 2020 of Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce & Industry, New Delhi.

We hereby certify that based on the local content in the goods or services offered by us against CSIR-CGCRI , Kolkata Tender No. _____ , we are Class ____ (***Supplier needs to mention whether Class-I local supplier or Class-II local supplier***).The local content in the offered goods or **services** as computed by us is ____ % [_____ (in words) percentage.

The details of the location(s) at which the local value addition is made is as below:

Sr. No.	Name of the Location	Full Address of the Location
1.		
2.		

We also certify that if the details are found to be false then it shall be a breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for upto two years as per Rule 151 (iii) of the General Finance Rules along with such other actions as may be permissible under law.

Place:
Date:

Authorised Signatory of OEM
Name:
Designation
Address
Mobile No.
e-mail ID
Company Seal.

FORM - 07

(to be furnished on Bidder's official letter head and signed by the authorised signatory of Bidder)

Reference: Ministry of Finance Order No.: F. No. 6/18/2019-PPD Dated 23rd July, 2020 and subsequent amendment vide Ministry of Finance Order No.: F. No. 7/10/2021-PPD(1) Dated 23.02.2023 on "Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs)".

"I have read the Point No.16 under Notes for bidders as given in CSIR-CGCRI Tender Document No. _____ [***please indicate the tender document reference***] regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. ***[Where applicable, evidence of valid registration by the Competent Authority shall be attached]***"

Place:

Date:

Authorised Signatory.

Name:

Designation

Address

Mobile No.

e-mail ID

Company Seal.

Self Certification regarding restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) in case of Specified TOT(Transfer of Technology)

(to be furnished on Bidder's official letter head and signed by the authorised signatory of Bidder)

Reference: Ministry of Finance Order No.: F. No. 6/18/2019-PPD Dated 23rd July, 2020 and subsequent amendment vide Ministry of Finance Order No.: F. No. 7/10/2021-PPD (1) Dated 23.02.2023 on "Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs)".

"I have read Point No.16 under Notes for bidders as given in CSIR-CGCRI Tender Document No. _____ [***please indicate the tender document reference***] regarding restrictions on procurement from a bidder having Transfer of Technology (TOT) arrangement. I certify that this bidder does not have any TOT arrangement requiring registration with the competent authority."

OR

"I have read Point No.16 under Notes for bidders as given in CSIR-CGCRI Tender Document No. _____ [***please indicate the tender document reference***] regarding restrictions on procurement from a bidder having Transfer of Technology (TOT) arrangement. I certify that this bidder has valid registration to participate in this procurement."

Place:

Date:

Authorised Signatory.

Name:

Designation

Address

Mobile No.

e-mail ID

Company Seal.