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**The Shipping Corporation of India Limited (SCI)**

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Shipping House, 245, Madame Cama road, MUMBAI- 400 021



**Request for Proposal**

**For**

**Renewal of Veritas Software Subscription and Support**

**RFP # SCI/IT/2020/VERITAS/01**

**E-Tender RFx # 9000027548**

**October 2020**

**Website:** <http://www.shipindia.com>

**E-Tender Portal:** <https://etender.sci.co.in/irj/portal>

## RFP SUMMARY

TENDER REF. NO.:	SCI/IT/2020/VERITAS/01
TENDER TITLE:	Renewal of Veritas Software Subscription and Support
DUE DATE & TIME	13/11/2020, 1700 HOURS (IST)
SUBMISSION OF BIDDERS' QUERIES	01/11/2020
RESPONSE TO BIDDERS' QUERIES	02/11/2020
TENDER FEE	Rs. 2,950/- (INR Two Thousand Nine Hundred and Fifty Only)
EARNEST MONEY DEPOSIT (EMD)	Rs. 30,000/- (INR Thirty Thousand Only)

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## PART –I

### SECTION – I

#### **GENERAL INFORMATION**

##### **1. INTRODUCTION**

E-Tenders are invited by The Shipping Corporation of India Ltd., Mumbai (hereinafter referred to as “the Corporation”) from reputed and eligible bidders under “**Two-bid” system** (Technical Bid and Price Bid) for “**Renewal of Veritas Software Subscription and Support for SCI” for a period of 2 years** as per scope of work (SOW) defined in Section –III.

The RFP provides bidders with the information to prepare and submit proposals through **SCI E-tender Portal** (<https://etender.sci.co.in/irj/portal>) for consideration by SCI to satisfy its requirements. Evaluation of the responses to the RFP and subsequent selection of successful bidder will be entirely SCI’s discretion. SCI’s decision shall be final and binding.

The digitally signed tender is available on our e-tender site i.e. <https://etender.sci.co.in> for bidders to participate. Bidders have to register themselves to participate in e-tender (they will receive system generated user id and password for log-in to the e-tender portal). **Bidders can upload their response against the tender on SCI’s e-tender website only**; the response is also to be digitally signed by individual bidder and will get saved in encrypted format in the system. All the bidders who upload their response will be getting intimation over email about addendum, corrigendum and technical/ price opening of tender and various other communications about the tender.

Detailed Tender Notice is also available on SCI website [www.shipindia.com](http://www.shipindia.com) and Govt. website <http://eprocure.gov.in/epublish/app>. The interested parties are required to get registered in the E-Tender portal for accessing and submission of tender online.

##### **2. TENDER FEES**

Tender fees in the form of electronic remittance of **INR 2500/- + 18 % GST = Total Rs. 2950/- (Total Rupees Two Thousand Nine Hundred and Fifty ONLY)** to the Corporation’s Bank Account (details mentioned at **clause 5 below**) should be made towards Tender Fees before Due Date and Time. Scan copy of payment receipt (Bank Swift copy / UTR No. of payment made) should be uploaded along with technical offer. Tenders received without tender fee will not be accepted.

##### **3. EARNEST MONEY DEPOSIT**

Bidder shall furnish, as part of its tender an Earnest Money Deposit (EMD) (Refundable) of **INR 30,000/- (INR Thirty Thousand only)**

Bidders are required to pay/remit Earnest Money Deposit (EMD) mentioned above to the Corporation’s Bank Account (as prescribed in **clause 5 below**) to participate in this e-tender.

**EMD in cash or any other mode will not be accepted.**

Scan copy of payment receipt (Bank Swift copy / UTR No. of payment made) towards EMD should be uploaded along with technical offer.

Furnished EMD is refundable, except on withdrawal of the offer before decision and/or failure of the bidder to accept the contract if awarded and/or failure to submit Security Deposit and /or Performance Guarantee on award of the contract.

4. E-tenders received on portal without Tender Fee and Earnest Money Deposit (EMD) are liable to be rejected.

5. **SCI, MUMBAI BANK ACCOUNT DETAILS**

The bank details of the Corporation's account for electronic remittance is as follows-

Beneficiary Name	: THE SHIPPING CORPORATION OF INDIA LTD
Bank Name	: INDIAN BANK
ACCOUNT NO	: 416197198
IFSC Code	: IDIB000N052

6. **Micro and Small Enterprises (MSEs)** registered with bodies specified by the Ministry of Micro, Small and Medium Enterprises shall be entitled for all the benefits and preferences as per Government of India directives. In order to receive the payments within the time specified by the GOI, MSEs, if awarded with the contract, is/are mandatorily required to register themselves with the Trade Receivables Discounting System (TReDS) platform.

7. **DUE DATE**

Only online e-tenders will be accepted. No manual/ postal/ Email/ Fax offers will be entertained/ accepted. Bidders are required to submit their responses/bids before the Submission Due Date and time, i.e., **before 1700 hrs on 13/11/2020.**

Bidders should submit their responses before the submission deadline, and should not wait for last minutes as the tender would be closed as per system time and upload of responses will not be possible in case deadline ceases.

8. **BROAD INSTRUCTIONS FOR FILLING THE TENDER**

The Tender response/ bids for subject tender (**RFx: 9000027548**) has to be uploaded in two parts. Part I (Technical Offer) is available as in Technical RFx> Folder > Public > Technical Docs.

**Part I (Technical Offer)** includes –

- SECTION – I: GENERAL INFORMATION
- SECTION – II: PRE-QUALIFICATION CRITERIA
- SECTION – III: SCOPE OF WORK AND SERVICE LEVELS
- SECTION – IV: GENERAL TERMS AND CONDITIONS
- SECTION – V: RESPONSIBILITIES AND DELIVERABLES
- SECTION – VI: CHECKLIST OF DOCUMENTS (FORMS A 1 To A9)

**Part II (Price Offer)** includes –

PRICE OFFER FORMAT (Available under **ITEMS** tab on E-tender Portal).

- a. **The Bidder should ensure that, before scanning and uploading, all the pages of the tender document and attachments are serially numbered and total number of pages indicated in the covering letter. Also note that, size of each file being uploaded on the portal should be less than 30 MB each [All pages of Part I (Section-I, Section-II, Section-III, Section-IV, Section-V and Section-VI) {including all supporting documents / attachments} should be serially numbered and total number of pages should be written on first page}]**

- b. The Bidder is required to download “Technical Offer” and save the files on their computer. Detailed information as required in the tender, to be filled in the technical offer and all pages of the technical offer to be signed and stamped on each pages and then scan the file.

All documents, illustrations, company profile, reports, certificates, authorization letters, as mentioned in the tender also need to be signed and stamped on each pages and scanned for upload.

Proposal Responses shall be submitted to SCI using the prescribed format outlined in this section. Please refer to the FORM A1: Proposal Response Checklist to verify completeness of a response. The bidder has to completely fill the RFP including all the Forms mentioned in Section VI of the RFP. Incomplete bids received are liable to be rejected.

**For detailed guidelines, kindly refer “Ready Reckoner for Bidders” available on e-tender website.**

- c. **Price Offer (Part –II) should be filled in system (E-tender Portal) only. The same should not be uploaded with Technical Offer.**

All the rates / quotations / bids to be filled only in Price Offer (Part – II) which is available under ‘ITEMS’ tab on E-tender portal. Price Bids to be filled as per item details mentioned in **Part II – Price Offer**. Each tender activity is being detailed against respective SAP material Code in **Part II – Price Offer** and should be quoted accordingly.

- d. The Tender documents shall be downloaded from <https://etender.sci.co.in> and submitted in toto and no change, whatsoever, shall be made. If any alteration is made in the tender document uploaded by the Bidder and if found out (be it at any stage of the tender processing and even after award of contract), it will be viewed seriously by the Corporation and the tender is liable to be rejected and the Bidder will be debarred from participating in future tenders of the Corporation.

**Each page of the tender must be signed by the authorized person and uploaded along with Technical Bid.**

## **9. ASSESSMENT OF TENDER**

The tender will be assessed first on the basis of the information furnished in Part I of the tender comprising the “**Technical Offer**”. On the basis of such technical information, the Corporation will assess the capability of the Bidder to undertake the contract and, if found unsuitable shall reject the tender, in which case their “**Part II (Price Offer)**” will not be opened. Decision of the Corporation in this regard shall be final and binding. Please note that all the information required in the “Form A1-A10” should be properly filled in and all documents of the **Part I (Technical Offer)** must be enclosed with the tender.

Once a tender is accepted on technical grounds, the selection among such technically qualified Bidders would normally be only on the basis prices quoted. However, the Corporation reserves the right to reject any/ all of the tenders without assigning any reasons and the decision of the Corporation in this regard shall be final and binding.

The Bidders are requested to quote their best and final offer. No revised offer shall be entertained. No conditional quotations will be accepted.

## **10. BANNING GUIDELINES**

The Bidder has to sign Banning Guidelines as mentioned in General Terms and Conditions (SECTION -IV Clause 25) (Signed Banning Guidelines (**Annexure A**) is required to be submitted as part of tender).

- 11.** The Bidder should not have been black listed / debarred at the time of submission of Tender, by Government of India or Central PSU / PSE. Certificates / Undertaking to this effect to be attached.

**12. Contact details** of personnel for this tender are:

**Chief Manager (IT) / Manager (IT)**

Main Data Centre, Maritime Training Institute,

The Shipping Corporation of India Ltd,

52-C, Adi Shankaracharya Marg, Powai,

Mumbai - 400072

Contact Number: 022- 3511 6091/6094/6097/6098

**Email: [infra@sci.co.in](mailto:infra@sci.co.in)**

**PART –I**

**SECTION –II**

**PRE-QUALIFICATION CRITERIA FOR THE BIDDER**

The bidder's qualification will be determined taking into account the technical capabilities, bidder's financial, as well as the bidder's experience, references and so on as mentioned in the pre-qualification criteria. It will be based upon the documentary evidence of the bidder's qualification submitted by the bidder and such other information as the SCI may deem necessary and appropriate. Bidders are requested to study the requirement and pre-qualification criteria carefully and submit the bids **only if they fully satisfy/comply them**.

Following tables provide the qualifying criteria for the Bidder.

Parameter	Qualifying Criteria	Credential to be provided
Incorporation and Registration in India	Company registered in India under the Companies Act Or as Proprietary / Partnership Firm as the case maybe.	Copy of Partnership Deed or Memorandum and Article of Association of the Company, as the case maybe. Details of Registration under Shop & Establishment Act shall also be provided
Turnover	Average Annual Turnover of over <b>Rs. 4.5 Lakhs per annum</b> in the previous three financial years	Annual reports of the previous three years
Project Execution Experience	Bidder should have executed Minimum <b>2 years Contract</b> for Supply / Renewal of Veritas Netbackup Licenses and Software Subscription in India during the last 3 financial years (2019-2020, 2018-19, 2017-18) with contract value as mentioned below: 1) One project worth <b>Rs 24 Lakhs OR</b> 2) Two projects worth <b>Rs 15 Lakhs each OR</b> 3) Three projects worth <b>Rs 12 Lakhs each</b>	Purchase Orders and Completion Certificate from Customer
OEM Partnership	The Bidder should be OEM ( <b>Veritas</b> ) Authorized partner for supply of Software/Licenses and Support	OEM Letter / MAF
Not Blacklisted Company	Should not be banned or black listed in any of the central Government / central PSUs / for the breach of any business contract for the Supply or Services. Should not be involved in business malpractices, such as evasion of Income Tax, GST etc.	Self Declaration ( <b>Form A8</b> ) stating the same required
Office Location	Bidder should have an operating office in commercial premises at Mumbai and Metropolitan Region.	Address of the bidder's service support centers.

- Bidders not meeting the pre-qualification criteria are liable to be disqualified.
- SCI may choose to contact any or all of the customers referred by the bidder above as a proof of their experience, in order to obtain feedback from them, and may choose to disqualify the bidder based on the feedback received. The bidder shall provide all necessary assistance to arrange the same.
- Eligibility criteria may be relaxed for Startups (Micro & Small Enterprises or otherwise) in accordance with the Government Guidelines subject to their meeting of other technical specifications.

## PART –I

### SECTION –III

#### SCOPE OF WORK & SERVICE LEVEL AGREEMENT

The bidder is expected to provide OEM Support for the Veritas Netbackup Software Licenses mentioned in the RFP for SCI. In this respect following is expected from the bidder:

- Renewal of Veritas Licenses, Software Subscription and Support
- Bidder along with associated OEM should commit to provide all necessary resources and expertise to resolve any issues and carry out required changes, optimizations and modification so that complete system as a whole is operational to the satisfaction of SCI.

#### SCOPE OF WORK

- a) Selected Bidder has to Provide OEM back to back support for Licenses and software listed under below mentioned VEMS Account during the contract period.

S/N	VEMS Account #	Service Contract #	Support ID
1	59197881	711384275	5682-2326-3840
2	60485098	711326099	9683-0646-3024

**Form A5 includes Product details supported under above mentioned VEMS Account.**

- b) The selected bidder needs to check with OEM regarding the state of support renewals and enter into back to back OEM support of all the products in this RFP (Form A5). Reinstatement charges, if any, have to be borne by the bidder.
- c) The contract period will be 2 years from date of Renewal of OEM B2B Support for License and Software Subscription, however renewals should be done YEARLY.
- d) Bidder should ensure that Renewal of OEM Support should be done within 10 working days from issue of Purchase Order (Contract Award Document).
- e) Selected bidder along with OEM has to assess and certify SCI IT infrastructure to ensure license compliance at the start of contract. Necessary support required to configure/reconfigure the IT infrastructure as per the license entitlement should be provided to comply with Veritas licensing policy. If required, selected Bidder's/OEM's engineer has to report onsite to ensure license compliance and appropriate configuration of component software.
- f) License compliance report as per the entitlements to be submitted to SCI before submission of first month's invoice.
- g) Selected bidder and OEM have to work closely with SCI MDC team and provide necessary support for fault diagnosis and/or rectification.
- h) Ensure all licenses/Support Subscriptions specified in tender/bid are active with OEM on behalf of SCI during contract period of 2 years.
- i) Bidder has to check for expiry of licenses/ OEM Warranty mentioned in the Price Offer (Part-II) and renews it (Yearly) during contract period.
- j) Expired licenses (If any) to be renewed (Yearly) till end of contract period.
- k) **Selected Bidder along with OEM has to follow Response Time of 4 Hrs and Resolution Time of 24 Hrs for fault rectification.**



**PART - I**  
**SECTION – IV**

**GENERAL TERMS AND CONDITIONS**

**1. PROPOSAL SUBMISSION**

The e- tender should be uploaded before submission date and time mentioned in the portal, i.e. not later than **1700 hours (IST) on 13/11/2020.**

Detailed Tender Notice is also available on SCI website [www.shipindia.com](http://www.shipindia.com) and Govt. website <http://eprocure.gov.in/epublish/app>. The interested parties are required to get registered in the E-Tender portal for accessing and submission of tender online (<https://etender.sci.co.in>)

Only online tenders will be accepted. **No manual / postal / Email / Fax offers will be entertained / accepted.** Cost of tender document and EMD should be deposited as mentioned in Section-I Clause-2 and 3.

**2. BIDDERS' QUERIES AND CLARIFICATION OF RFP**

A prospective bidder requiring any clarification of the RFP may notify SCI on E-mail address **"infra@sci.co.in"**. **Bidder's queries will only be accepted through Emails** as per time line mentioned in RFP Summary (RFP Page # 2). The prospective bidder may submit their queries in the prescribed format mentioned in **Annexure B** as per the time lines mentioned in the RFP.

SCI shall communicate responses to queries raised to all the bidders through email only.

Any modification of the RFP, which may become necessary as a result of the bidder's queries, shall be made by the SCI exclusively through the issue of an Addendum and will be published on the SCI's website and will also be sent to all prospective bidders who have registered for the tender, allowing at least 7 days time prior to the last date for receipt of bids.

**3. AMENDMENT TO BIDDING DOCUMENT / SUBMISSION OF MULTIPLE BIDS**

The Corporation, at its discretion, may extend the due date for submission of bids but Bidder's first submission of tender shall be the final proposal.

The Bidder shall neither be allowed to change or modify the submitted bidding documents by any amendments nor be allowed to submit more than one tender during the validity of the tender due date including extensions period of tender due date.

**4. PERIOD OF CONTRACT**

The contract shall be for a period of **two (02) years from the date of renewal** of Veritas Support and Software Subscription.

**5. TECHNICAL BID (PART-I)**

- a) All Technical and supporting documentation shall be submitted in English and should be clear, free from jargons and words or phrases requiring interpretation. Expressions like 'subject to availability', 'subject to acceptance', 'to be provided later' etc. shall not be accepted.
- b) FORM A1: Proposal Response Checklist may be referred to verify completeness of a response.
- c) FORM A2: Proposal Response Identification and bidder Information should be attached as cover of the response.
- d) Page numbering of the Proposal Response should be consecutive, beginning with page one and continuing through for each section. Bidder should ensure that all pages of the Technical bid are serially numbered and total number of pages indicated in the covering letter. Table of Contents to be included in the Proposal Response.

- e) Each document of the Technical Bid must be stamped and signed by the authorized person as a token of acceptance to all the terms and conditions of this RFP.
- f) Each page of RFP must be stamped and signed by the authorized person and should be submitted along with Part-I of the tender.
- g) FORM A5 (Product Checklist Form) to be submitted alongwith Technical bid for assessment / compliance (SAC along with GST % should be mentioned in Form A5).
- h) The Bidder shall use the attached **FORM A6: Declaration of OEM** and Manufacture's authorization. An undertaking from the OEM for providing back to back support should be submitted.
- i) A photocopy of company registration (under Indian Companies Act), Partnership registration certificate, PAN No. and GST Registration should be submitted by the tender along with Part – I of the Tender.
- j) The submission of the tender by the Bidder implies that he has read these instructions and has made himself aware of the scope of supply/work and the conditions of tender/contract and the Corporation will not therefore, pay any extra charges on any account in case the Bidder finds at later date that it has misjudged/misunderstood any conditions.

#### **6. PRICE OFFER (PART – II)**

- a. All rates (Unit Costs) must be quoted as per the Price Offer format **Part II (PRICE OFFER)**
- b. Bidder to quote **Unit Cost as per Unit of Measurement (Months)** for below items
  - i. **Subscription and Support Unit cost for products under below mentioned accounts**
    - i. VEMS Account # 59197881
    - ii. VEMS Account # 60485098
- c. Bidders should quote only in Indian Rupees for all the items.
- d. The Unit Cost for supply of service shall be **"All Inclusive"**. No other extra charges whatsoever shall be payable in addition.
- e. **Unit Cost quoted should be Exclusive of GST (Goods and Services Tax)**, however SAC (Services Accounting Code) along with GST % for each item should be mentioned in **Form A5**.
- f. The Unit Cost shall be inclusive of charges in respect of Workmen's Compensation and Common Law liabilities payable by the bidder towards injury, death etc. caused to labour, staff etc. employed by him.
- g. The Bidders are requested to quote their best and final offer in the Price Offer Part- II of the tender document. No revised offer shall be entertained. No conditional quotations will be accepted.
- h. Any revision (increase/ decrease) in statutory levy (GST) after the awarding of the contract will be entertained, whenever revised, subject to production of proper documentary evidence in that respect. The revision shall be granted from the date of applicability of said revision in statutory levy.

#### **7. VALIDITY**

- a. The rate (Unit Cost) given in tender should be valid for acceptance by the Corporation up to SIX MONTHS from the due date. In case processing/ acceptance of the tender takes more than six months, the Bidder who wishes to withdraw his Price Offer, shall have to write to the Corporation within a week of expiry of SIX MONTHS withdrawing his Price Offer, else the rate will hold valid till the tender finalization.
- b. In case the Bidder increases its Price Offer during the validity of the quotation, the tender would be liable to be rejected.

#### **8. SECURITY CLAUSE**

- a. While evaluating tenders regard would be paid to national defense and security consideration.
- b. The Bidder will be responsible to the Corporation for ensuring that men and services being employed by them do not pose a threat to safety and security of the Corporation.

## **9. LAW OF LAND**

The Bidder shall abide by and comply with all local, national as well as international laws in connection with supplies and services rendered under the subject contract. The Corporation shall not be responsible for breach of law, if any, by the Bidder.

## **10. BIDDER TO INFORM HIMSELF FULLY**

The Bidder shall closely peruse all the clauses, specifications and requirements etc., indicated in the tender documents, before quoting. If the Bidder have any doubt about the meaning of any portion of the tender specification or finds discrepancies or the omissions in the specifications or if the tender documents are found to be incomplete or required clarification on any of the technical aspects, scope of work etc, he shall at once contact the official inviting the tender, before submission of the tender.

Bidders are advised to study all the tender documents carefully. Any submission of tender by them shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. The specifications and terms and conditions shall be deemed to have been accepted unless otherwise specifically commented upon by the Bidder in his offer.

## **11. EVALUATION OF TENDER**

- a. All Documents are required to be submitted at the first instance, tender will be evaluated/assessed strictly as per the documents submitted with the technical offer. Any shortcoming in information/documents submitted with technical offer will be intimated to the party at the sole discretion of corporation to fulfill the shortcomings.
- b. SCI may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Bidder after the RFP closes and all such information and material provided must be taken to form part of that Bidder's response.
- c. Once a tender is accepted on technical grounds, then the selection among such technically qualified Bidders would normally be only on the basis of rates (Unit Costs) quoted. However, the Corporation reserves the right to reject all / any of the tenders, and the decision of the Corporation in this regard shall be final and binding.
- d. The Bidder must quote for all the items in the Price Offer. Evaluation and award of contract will be done on overall basis i.e., the party position/ranking will be drawn on overall basis.
- e. In case the Bidder does not quote for all the listed items, the quote is liable to be rejected.
- f. **The quantity for each item /service will be multiplied by the corresponding quoted unit cost and the results will be totaled to arrive at the overall financial implications.**
- g. Conditional discounts (If any) will not be taken into account for the financial evaluation. GST shall not be taken into account for the financial evaluation.
- h. The contract shall be awarded to one bidder.
- i. The performance of the Bidder during past contracts with the Corporation would also be taken into account and it would be the Corporation's sole discretion whether to consider such Bidders for award of the contract.
- j. The Bidder with whom the Corporation has dealt with earlier may also note that their performance during past contracts with the Corporation and also if they had committed breach of contract or having unsatisfactory performance with any of the Government body etc., would be taken into account and it would be at Corporation's sole discretion whether to consider such parties for award of contract. However, the parties with which Corporation's legal dispute is pending, award/ non-award of the contract will be the sole discretion of the Corporation.

## **12. RIGHT OF REJECTION**

- a. Corporation reserves the right to decide about technical capability, expertise and/ or the Bidder's capacity for fulfillment/ compliance of all the terms and conditions spelt out in Part-I (Technical Offer).

- b. Corporation reserves the right to reject any / all tenders without assigning any reasons whatsoever.
- c. If it is observed that the bidders have formed a cartel while quoting the rates, all the bidders forming the cartel will be disqualified from participation in this tender and would also be disqualified from further participation in any of the tender floated by the Corporation for next two years. It is also clarified that if need arises the Corporation would go in for appointment of outside party(s) to undertake the work under captioned tender.
- d. In case multiple tenders are submitted by one party or if common interests are found in two or more bidders, then the tenders are liable to be rejected unless the additional tenders are withdrawn.
- e. The Bidder must quote for all the items in the tender schedule. The quotations are liable to be rejected, in case bidders do not quote for all items.
- f. The decision of the Corporation in this regard (para "a" to "e" above) shall be final and binding on the bidder(s).

### **13.DISQUALIFICATION**

The tender is liable to be disqualified if:

- a. Not submitted in accordance with terms and conditions of the Tender documents.
- b. Price offer is enclosed with the Technical Offer.
- c. Not accompanied by Earnest Money Deposit and/ or Tender Fees. Scan copy of payment receipt (Bank Swift copy / UTR No. of payment made) should be uploaded.
- d. During validity of the tender period or its extended period, if any, the Bidder increases his quoted prices.
- e. The Bidder qualifies the tender with his own conditions.
- f. Tender received in incomplete form including price schedule.
- g. Tender received after due date and time.
- h. Information submitted in Part I (Technical Offer) is found to be incorrect or false at any time either during the processing of the tender (no matter at what stage) or during the tenure of the contract including the extension period if any.
- i. Multiple tenders being submitted by one Bidder or if common interests are found in two or more Bidders, all such Bidders are liable to be disqualified.
- j. While processing the tender, if it comes to the knowledge of Corporation that some of the Bidders have formed a cartel resulting in delay/holding up the processing of tender. All such Bidders involved in cartel are liable to be disqualified for this contract as well as for a further period of two years.
- k. The bidder is found to be financially unsound (having negative net worth in the last financial/accounting year) on the basis of the audited Balance Sheet/ P&L A/c submitted with the tender.
- l. The Bidder qualifies the letter of acceptance of the contract with his conditions.
- m. The Bidder is found to be in arrears or default with regard to payment of any concerned local Government agencies.
- n. The Bidder submits an incomplete Banning Guidelines document, or the Banning Guidelines document is not signed at all or is not signed by a signatory authorized to sign on behalf of the Chief Executive Officer of the company or amendments are sought to the provision of Banning Guidelines.
- o. Canvassing in any form shall lead to disqualification.

### **14.AWARD OF CONTRACT**

The selected bidder shall be required to enter into a formal contract with the Shipping Corporation of India Ltd for "**Support for Veritas Licenses and Software Subscription**". The successful bidder shall commence working on the project immediately after the receipt of the Contract Award Document (Purchase Order).

The Bidder has to nominate their contact person who will be the Single Point of Contact (SPOC) for all correspondence with SCI regarding contract. The SPOC should be accessible 24 X 7 over phone who shall liaise with SCI. In case SPOC is unavailable, then an alternate contact person must be specified.

#### **15.SUBCONTRACTING**

The Bidder shall not assign the contract to any other persons nor shall they sub-contract the same. The Corporation shall have the right to recover damages or losses incurred on account of such assignment or sub-contracting in addition to the right of terminating the contract without notice.

#### **16.SECURITY DEPOSIT AND PERFORMANCE GUARANTEE**

- a. The Selected bidder will have to deposit a Security Deposit which will be equivalent to 5% of the annual value of the contract or Rs. 10,00,000/- (Rupees Ten Lakh only) whichever is less, in the form of Bank Guarantee issued by any Nationalized Bank which should be valid for the full period of the contract including the extension period plus three months, towards satisfactory performance of the contract.
- b. Performance Guarantee of any Nationalized Bank of equal amount as of Security Deposit is to be paid by the bidder with whom the Corporation has not dealt with earlier or whose performance was found to be unsatisfactory in the past.
- c. In case of termination of the contract for any reason as per relevant clause of the tender the Security Deposit and/ or Performance Guarantee shall stand forfeited, either wholly or partly and the bidder shall have no claim whatsoever against the Corporation in consequence of such termination of the contract.
- d. In the event the bidder gives up the work before expiry of the contract including extension periods if opted for by the Corporation, or is unable to service the contract for whatever reason, the Security Deposit and/ or Performance Guarantee shall stand forfeited.
- e. No interest shall be payable on the Security Deposit and Performance Guarantee.
- f. The Corporation shall also be entitled to make recoveries from the bidder's bills, Security Deposit and Performance Guarantee or from any other amount due to him, against any over payment made to him due to inadvertence, error, collusion, misconstruction or misstatement or purchase made against risk purchase clause.
- g. The Security Deposit and/ or Performance Guarantee paid by the bidder towards satisfactory performance of the contract shall, subject to necessary deductions, if any, be returned to him after three months on expiry of the contract.
- h. If the Corporation has terminated the contract (or) if the Corporation is entitled to terminate the contract, the Corporation shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value (or) the amount equivalent to Security Deposit / Performance Bank Guarantee, whichever is higher

#### **17.INVOICING**

The invoices to be submitted by the successful bidder to

**Central Bill Receipt Cell,**  
Ground Floor, Shipping House,  
The Shipping Corporation of India Ltd,  
245, Madame Cama Road, Nariman Point,  
Mumbai-21

Accompanied by:

- Purchase Order from SCI.
- Deliverables: AMC Renewal Certificate / License

Please also note that invoices will be settled only when all services mentioned in the Purchase Order are delivered.

- a. Bills will be settled only when all items mentioned in the corresponding Purchase Order are delivered. In the event of failure to execute any order in full, the Corporation reserves the right to withhold payment for part supplies till the order is fully executed.
- b. Payment of bills will be made after due scrutiny and checking by the Bills Department within **120 days** from date of submission of bills, if found complete in all respects.
- c. MSEs, if awarded with the contract are mandatorily required to register themselves with the Trade Receivables Discounting System (**TReDS**) platform to receive the payments within the time specified by the GOI.
- d. Any dispute regarding payment must be raised within 90 days from the date of settlement of relevant bills failing which the same will not be entertained.

#### **18.METHOD OF PAYMENT**

- a. No mobilization advance shall be payable.
- b. The payment for the products & services would be made on receipt of bidder's invoice, as under.
- c. Payment will be made on monthly basis at the end of each month after submission of invoices.
- d. The bidder needs to provide proof of back to back arrangement/ subscription for licenses and software with OEMS at the beginning of each year of contract.
- e. Payment against first month invoice will be done only after submission of assessment and license compliance report duly certified by SCI IT Team.
- f. The payments will be subject to deduction of applicable taxes and penalty if applied.
- g. Please also note that invoices will be settled only when all items/ services mentioned in the RFP are delivered. In the event of failure to execute any service/deliverables in full, SCI reserves the right to withhold payment for services till the deliverables is fully executed.

#### **19.GST (GOODS and SERVICES TAX)**

##### **Registration & GST Rate**

- a. The Bidder should indicate GSTIN No. (Copy of GST registration to be enclosed) and PAN No. (copy of PAN to be enclosed).
- b. Tender will be considered/ accepted, if & only if the Bidder has a valid GST Registration No.
- c. Central Tax/ State Tax/ Integrated Tax/ Union Territory tax to be quoted as extra in %.
- d. The Bidder is to ensure correct applicability of Central Tax/ State Tax/ Integrated Tax/ Union Territory tax based on the Inter / Intra state movement Supply of goods and provision services or both.
- e. SAC (Services Accounting Code) along with GST % for each item in Price Offer should be mentioned in **Form A5**.

##### **Invoicing & Payment**

- a. The Tax Invoice for supply of Goods & Services should be raised as per the provision of GST Act & Rules and must compulsorily mention the following: -
  - i. SCI GSTIN MUMBAI Maharashtra 27AAACT1524F1ZQ
  - ii. HSN Code or Service Accounting Code for supply of goods or services.
  - iii. Name & address of supplier
  - iv. GSTIN of Supplier
  - v. Consecutive Serial Number & date of issue
  - vi. Description of goods or services
  - vii. Total value of supply
  - viii. Taxable value of supply

- ix. Tax Rate – Central Tax & State Tax or Integrated Tax, Cess
- x. Amount of Tax charged
- xi. Place of supply
- xii. Address of delivery if different from place of supply
- xiii. Signature of authorized signatory
- b. Reimbursement of GST to the vendor is contingent upon complying with the following condition by the service provider: -
  - i. Uploading the onward GST Return (GSTR-1) in GSTN Network portal within the statutory time period
  - ii. Discharging the GST tax liability to the Government
  - iii. Submission of Tax Invoice to CORPORATION
  - iv. Submission of proof of payment of GST to CORPORATION
  - v. Availment of Input Tax Credit by CORPORATION

#### **Input Tax Credit**

- a. In case GST credit is delayed/ denied to Corporation, due to non/delayed receipt of goods and/or services and/or tax invoice or expiry of timeline prescribed in GST Law for availing such ITC, or any other reason not attributable to CORPORATION, GST amount shall be recoverable from Vendor along with interest & penalty levied/ leviable.
- b. In case vendor delays declaring such invoice in his return and GST credit availed by CORPORATION is denied or reversed subsequently as per GST law, GST amount paid by CORPORATION towards such ITC reversal as per GST law shall be recoverable from vendor/bidder along with interest & penalty levied/ leviable on CORPORATION.
- c. In case of discrepancy in the data uploaded by vendor in the GSTN portal or in case of any incomplete work/service, then CORPORATION will not be able to avail the tax credit and will notify the vendor of the same. Vendor has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal).
- d. For any such delay in availing of tax credit for reasons attributable to vendor (as mentioned above), interest as per the GST Act & Rules, along with penalty, if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.

#### **Penalty for Non-compliance of GST Act**

- a. Penalty amount so determined along with GST if applicable thereon shall be recovered from the bidder.

#### **Other Provision**

- a. Any reduction in rate of Tax on any supply of goods or services or the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices.
- b. The bidder should quote the applicable taxes and duties in the technical bid (part-I) as well as in price bid (Part-II).
- c. All the terms & conditions of the contract with respect to Taxes & Duties are subject to the new taxation laws introduced from time to time (e.g., GST). The terms & conditions will be modified in accordance with the provisions of new laws (e.g., GST).
- d. The Prices quoted above must be inclusive of all taxes and duties and exclusive of GST, which will be payable extra as per applicable rules and subject to Submission of documentary evidence.

### **20. RISK PURCHASE CLAUSE**

If at any time during the currency of the contract it is found that –

- (a) the supplies/services are not arranged in time or short supplies/services have been effected, and/or
- (b) the bidder's services are found unsatisfactory/deteriorating and/or
- (c) the supplies/services are not made as specified in the tender and the contract,

The Corporation will be at liberty to obtain the services covered under this contract from alternative source(s) at Bidder(s)'s risk and cost including invoking / resorting to apply any other clause of this tender document.

## **21. LIQUIDATED DAMAGES**

In case of delay in supply of the contracted products/ services by the successful bidder beyond the stipulated period for reasons solely attributable to the bidder, SCI reserves the right to levy liquidated damages at the rate of 0.5 % of the value of the contract per week, subject to a maximum of 5% of the contract value for the period of the delay, with the option to terminate the contract if the maximum is reached.

## **22. PENALTY CLAUSE**

The Corporation has the right to take the following actions against the bidder, without prejudice to any of its rights, including the right to claim damages, if in case:

### **(a) Involved in wrongful billing**

- (i) To issue a warning letter for first contravention and recover the excess amount billed.
- (ii) On second contravention, to recover the excess amount billed and impose additional penalty of a sum of money to the extent of wrongful billed amount.
- (iii) On the next occasion of such wrongful billing, may even terminate the contract forthwith and forfeit the Security Deposit and/or Performance Guarantee Amount. Further, the Corporation reserves the right to initiate action against the Successful bidder as per banning policy and guidelines of the Corporation.

### **(b) Not supplying goods / rendering service as per the provisions of the Contract**

- (i) For the first contravention, depending on the gravity of the contravention/offence, a warning letter will be issued.
- (ii) For the second contravention, **a monetary penalty of equal to 1% of annual contract value** will be imposed. This is to be paid by way of a bank draft for the said amount, drawn in favour of "The Shipping Corporation of India", payable at Mumbai. Alternatively, this amount will be deducted from bills payable to the bidder / Security Deposit / Performance Guarantee submitted by them.
- (iii) For the third contravention, the contract would be terminated and Security Deposit and / or Performance Guarantee would be forfeited. Further, Corporation reserves the right to initiate action against the Successful bidder as per banning policy and guidelines of the Corporation

### **(c) In case;**

- (i) Supplier is in breach of terms and conditions of the Purchase Order or
- (ii) The conduct of the supplier/ vendors/ contractor is under suspicion or
- (iii) If there is any action by the supplier/ contractor which may result in damage to the brand image and/ or result into commercial loss to SCI,  
SCI may consider suspension of business dealings with such supplier/ contractor with immediate effect. For continuing future business, the order of suspension would operate for a period of not more than one year unless withdrawn earlier. After completion of inquiry, if the facts & evidences warrant any penal action against the supplier/ contractor, same will be initiated by the Corporation or suspension revoked, as the case may be.

## **23. TERMINATION CLAUSE**

SCI reserves its right to terminate the contract for any reason at its absolute discretion including but not limited to the following:

- (a) If the bidder is adjudicated insolvent by a Competent Court or files for insolvency or the bidder, company is ordered to be wound up by a Competent Court.
- (b) If the bidder commits any material breach or breach of any terms and conditions of the RFP / contract, the bidder should be given 7 days of prior written notice to rectify the issue. Failing which SCI will have the right to terminate the contract and the Performance Guarantee would stand forfeited.
- (c) If any charge sheet is filed by a competent authority of the Government against the bidder.



(d) It is to be clearly understood by the bidder that if a charge-sheet is filed by any competent authority of the Government against the bidder, the bidder is obliged to notify SCI within 7 (seven) days of filing of the charge sheet. Failure to do so shall result in forfeiture of all payments due to the bidder for services rendered after the date of filing of the charge-sheet.

**The decision of SCI in terminating the contract will be final and binding on the bidder.**

#### **24.EXIT CLAUSE**

SCI shall have the option to terminate the contract at any time during the tenure of the contract without payment of compensation for the balance period to the bidder by giving notice of THIRTY (30) days, in writing to the bidder of its intention to do so. In case the exit clause is executed, SCI shall pay the bidder their dues as per the contract till the date vendor has rendered the services to SCI.

#### **25.BANNING GUIDELINES**

The Bidder shall submit the tender along with “**Policy and Guidelines for Removal / Suspension / Banning of Entities (Banning Guidelines)**”, issued along with the tender document (**Annexure A**), and duly signed on all pages as a token of acceptance. All pages of the **Banning Guidelines** shall be signed by the same signatory who signs the tender document and has the authority on behalf of the C.E.O of the company he represents. The acceptance of **Banning Guidelines** shall be unconditional and the Bidder must not change any contents of the **Banning Guidelines**. The signed **Banning Guidelines** should be enclosed with the technical offer of the tender only. Tenders received without the signed **Banning Guidelines** shall be liable to be rejected.

**26.**It is clearly understood by the Bidder that if a charge sheet is filed by any competent authority of the Government against the Bidder / its Directors, the Bidder is obliged to notify the Corporation within fifteen days of filing of the charge sheet. Failure to do so shall result in forfeiture of all payments due to him for supplies made after the date of the filing of the charge sheet.

#### **27.CHANGE OF OWNERSHIP**

If there is a change in the name of the Bidder’s firm/ company etc. arising out of:

- i) merging with some other company or
- ii) collaboration with some other company or
- iii) for any other reason

or, if any changes take place in the proprietorship or partnership of the Bidder’s firm, the Corporation should be intimated within 30 (Thirty) days of such changes, failing which all payments will be withheld and the Corporation may terminate the contract as may be deemed necessary in view of the changed / altered scenario. Whatever be the reason of changes, the subject contract would be serviced by the new company / entity at the same rates, terms and conditions laid down herein, unless decided otherwise by Corporation’s Management.

#### **28.EMPLOYMENT OF WORKERS**

It has to be clearly understood by the Bidder/s that the award of contract, if any, against this tender shall be for a limited period as would be specified in the contract letter. The workers employed by the Bidder/s to perform the contract if awarded, shall be the employees of the Bidder/s and the Bidder/s alone shall be liable to pay the wages and all other payments as may be due to the workers and the Corporation shall in no way be liable for the same. The Bidder/s shall also comply with all the provisions under the laws of the land pertaining to his/ their workers and their employment for the purpose of performing the contract if so

awarded against this tender and the Bidder/s shall also indemnify the Corporation for any claims whatsoever made by such workers against the Corporation in that behalf.

### **29. LIMITATION OF LIABILITY**

The Corporation reserves the right to claim for the consequential losses suffered by the Corporation for non-compliance of the contract on the part of the bidder. The Bidder's liability for such damages under the contract shall not exceed the total contract value of this contract.

However, the limitation of liability is not applicable for the cases where it is found and proved that the liability is arising out of an action performed with a malafide intention/fraud.

### **30. INDEMNITY**

The Bidder shall defend, indemnify and hold the Corporation and its employees harmless from any liability or penalty, which may be imposed by the Central, State or Local Authorities by reason of any violation by the Bidder /his employees of such Laws, regulations or requirements, and also from all claims, suits arising out of or by reason of the work provided by this contract, including any liability that may arise out of accident, whether by the employees of the Bidder or by third party. If any proceedings are brought or any claim is made against the SCI, the selected bidder shall be promptly notified of such claim and at its own expense take the sole control such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

The Bidder shall indemnify the Corporation against any claims under the Payment of Wages Act 1936, and/or the Minimum Wages Act, 1948, PF Act 1952, ESI Act 1948, Payment of Bonus Act 1965, Payment of Gratuity Act 1972, Workmen's Compensation Act 1923 or any other Act or any statutory obligations arising out of any Act / Acts or on behalf of any person / persons employed by him.

The Bidder shall also indemnify the Corporation and every member, officer and employee of the Corporation against all actions, proceedings, claims, costs and expenses whatsoever in respect of or arising out of any failure by the Bidder in the performance of his obligations under this contract.

"The Bidder shall undertake to indemnify SCI in respect of all claims arising out of violation of any patents or copyrights, for all the items supplied by the Bidder. The Bidder shall indemnify SCI against all third party claims of infringement of patent, trade mark or industrial design rights arising from use of the goods and services, software (wherever applicable) or any part."

### **31. FORCE MAJEURE**

In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this Agreement, the relative obligation of the party affected by such Force Majeure shall, upon notification to the other party be suspended for the period during which such cause lasts.

The term "Force Majeure" as employed herein shall mean Act of God, floods, tempest, war, civil riot, fire and Acts, Rules and Regulations of respective government of the two parties namely Corporation and the Bidder, directly affecting the performance of the Contract.

Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within seventy-two hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

The Bidder shall not be entitled to claim compensation for any loss or damage sustained by the Bidder by virtue of any suspension as aforesaid notwithstanding that consequent upon such suspension the machinery, equipment and/or labour of the Bidder.

Time for performance of the relative obligation suspended by the Force Majeure, shall then stand extended by the period for which such cause lasts.

If deliveries are suspended by force-majeure conditions lasting for more than 60 days, the purchaser (Corporation) shall have the option of canceling the contract in whole or part, without financial consequences to or entitlement in either party resultant upon such cancellation, which will operate as a discharge of all future obligations under the contract, but without any rights or obligations arising out of any antecedent breach.

### **32.DISPUTE RESOLUTION**

In the event of any dispute as regards the Terms and Conditions as above or as regards interpretation of the clauses hereof, the decision of the Corporation shall be final and binding.

### **33.CONCILIATION**

**If any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same may first be referred to conciliation through Outside Expert Committee ("OEC") to be constituted by CMD, SCI as provided hereunder:**

- a. The party desirous of resorting to conciliation shall send a notice of 30 (thirty) days to the other party of its intention of referring the dispute for resolution through OEC. The notice invoking conciliation shall specify all the points of disputes with details of the amount claimed to be referred to OEC and the party concerned shall not raise any new issue thereafter.
- b. CMD, SCI shall nominate three outside experts, one each from Financial/Commercial, Technical and Legal fields from the Panel of Outside Experts maintained by SCI who shall together be referred to as OEC (Outside Experts Committee).
- c. Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of OEC recommendations in any further proceeding.
- d. The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof.
- e. OEC shall hear both the parties and recommend possible terms of settlement between the parties. The recommendations of OEC shall be non-binding and the parties may decide to accept or not to accept the same. Parties shall be at liberty to accept the OEC recommendation with any modification they may deem fit.
- f. Where recommendations are acceptable to both the parties, a settlement agreement will be drawn up in terms of the OEC recommendations or with such modifications as may be agreed upon by the parties. The settlement agreement shall be signed by both the parties and authenticated by all the OEC members either in person or through circulation. This settlement agreement shall have the same legal status and effect as that of an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under Section 30 of the Arbitration and Conciliation Act, 1996.
- g. The parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of implementation and enforcement.

- h. The parties shall not rely upon or introduce as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of the conciliation proceedings, views expressed or suggestions made by the other party in respect of a possible settlement of the dispute; Admissions made by the other party in the course of the OEC proceedings; Proposals made by the OEC; The fact that the other party had indicated his willingness to accept a proposal for settlement made by the OEC.
- i. The parties shall present their case before OEC only through their in-house executives. Neither party shall be represented by a lawyer unless OEC specifically desires that some issue of legal nature is in dispute that needs to be clarified / interpreted by a lawyer.
- j. OEC members shall be entitled to benefits in respect of travelling, lodging etc. as per the existing policy of SCI.
- k. All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings.
- l. If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided in the contract.

### **34.ARBITRATION**

The bids and any contract resulting there from shall be governed by and construed according to the Indian Laws. Any dispute or difference whatsoever arising between the parties out of or relating to the construction, interpretation, application, meaning, scope, operation or effect of this contract, or the validity or breach thereof, there shall first be an attempt to mutually settle the same amicably. If however, the said settlement is not possible within a period of 30 days from the date of notice then such dispute shall thereafter be referred to a Sole Arbitrator, agreeable to both the parties.

The bidder shall continue to work under the contract / RFP / Purchase order accepted during the arbitration proceedings unless otherwise directed in writing by SCI.

The venue of the arbitration shall be Mumbai.

And the provision of the Arbitration and Conciliation Act, 1996 shall apply to the said proceedings. The Award of the Arbitrator shall be final and binding upon both the parties.

### **35.JURISDICTION**

The courts in Mumbai shall have exclusive jurisdiction to deal with and decide all disputes arising out of related Contract.

### **36.DEFINITIONS**

- a. The terms **“CORPORATION”** or **“SCI”** wherever used shall mean “The Shipping Corporation of India Ltd.”
- b. The term **“BIDDER”** or **“TENDERER”** shall mean and include the person, firm or a body corporate which is submitting its tender.
- c. The term **“CONTRACTOR”** or **“SUCCESSFUL BIDDER”** shall mean and include the person, firm or a body corporate with whom the Contract has been placed including their heirs, executors, administrators, successors and their permitted assigns, as the case may be.
- d. The term **“OEM” (Original Equipment Manufacturer)** shall mean firm who is manufacturer of the Product (Hardware, Software etc) and provide AMC and Licensing Services for the same.

## **PART –I**

### **SECTION –V**

#### **RESPONSIBILITIES AND DELIVERABLES**

##### **1) RESPONSIBILITIES OF BIDDER**

- a) The bidder will treat as confidential all data and information about SCI, obtained during the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of SCI. All intellectual rights (copyright) for the content shall remain with SCI and bidder shall ensure that upon successful completion, copies of the content are not retained by them or their staff in any manner.
- b) The bidder shall not, without the SCI's prior written consent, make use of any document or information except for the purposes of performing the Contract.
- c) The bidder shall nominate a person, who will be the single point of contact for SCI for the entire project.
- d) It will be the responsibility of bidder to appoint additional staff if required so that the project is completed within the stipulated timelines.
- e) The Bidder's staff should at all times carry identity cards.
- f) It must be ensured by the Bidder that the staff entering SCI premises maintains strict discipline and does not in any way interfere in any other work of SCI and adhere to the designated work only.
- g) Any staff found to be lacking in discipline will not be allowed to enter SCI premises and the Bidder should withdraw him/her from the project immediately.












##### **2) DELIVERABLES**

- a) License / AMC Renewal Certificate from OEM (**VERITAS**) for all the Hardware and Software, to be submitted within 10 working days of issue of contract award document (Purchase Order).
- b) SCI reserves the right to shift or divert the equipment to other Metro locations of SCI within India from where they are working. On successful commissioning of systems at new site, the warranty shall continue to be in force at the new location without any price escalation
- c) Escalation Matrix of OEM and Bidder
- d) Licenses wherever required and **Commitment Letter** for non-infringement of Trademarks and Copy rights.
- e) Confidentiality and Non-Disclosure Agreement.

**PART –I**

**SECTION –VI**

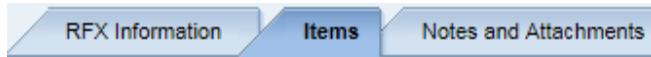
**FORMS AND ANNEXURES**

S/N	Form / Annexure Description	Attachments
1	<b>FORM A1:</b> Proposal Response Check List	 FORM A1.pdf
2	<b>FORM A2:</b> Proposal Response Identification & Bidder Information	 FORM A2.pdf
3	<b>FORM A3:</b> Company Profile & Financial History	 FORM A3.pdf
4	<b>FORM A4:</b> Clientele/ Project Experience	 FORM A4.pdf
5	<b>FORM A5:</b> Product (Hardware and Software) Checklist	 FORM A5.pdf
6	<b>FORM A6:</b> Manufacturers' Authorization Form	 FORM A6.pdf
7	<b>FORM A7:</b> Bidder Declaration	 FORM A7.pdf
8	<b>FORM A8:</b> Agreement to Terms and Conditions	 FORM A8.pdf
9	<b>FORM A9:</b> Tender Submission Form	 FORM A9.pdf
10	<b>Annexure A:</b> Banning Guidelines	 A. Banning Guidelines.pdf
11	<b>Annexure B:</b> Statement of Queries	 B. Queries Format .pdf

## **Part II - PRICE OFFER**

### **Price Offer Sample Format**

- Bidder needs to quote Unit Cost exclusive of GST for all items mentioned below in Online e-Tender (<https://etender.sci.co.in>) "Items" tab only.



Line No	Item Type	Description	Product ID	Qty (A)	Unit Cost (B)	Total (AXB)
0001	Outline	<b>VEMS Account # 59197881</b>				
0001.AA	Service	SUBSCRIPTION AND SUPPORT	110000000000003754	24 Months	----	XXXX
0002	Outline	<b>VEMS Account # 60485098</b>				
0002.AA	Service	SUBSCRIPTION AND SUPPORT	110000000000003754	24 Months	----	XXXX

**NOTE:**

- 1) Refer Form A5 for Product details under VEMS Account.
- 2) All prices should be in Indian Rupees. Bidder should quote as per format only.
- 3) The Total Charges will be on paid monthly basis at the end of each month for each year.
- 4) The Bidder should mention all the rates (as required in RFP) in this table only. No additional payment will be paid over and above the prices offered.
- 5) The bidder has to quote for all the items. If any of the items is quoted blank, it will be considered that bidder will supply that item at zero cost.
- 6) "Total Bid Value" will be used to determine order of competitiveness amongst bidders.
- 7) **SAC along with GST % should be mentioned in Form A5 of Technical Bid.**

Date: \_\_\_\_\_ Signature :

Place : \_\_\_\_\_ Name :

Designation/ Seal of the Company :