
The Shipping Corporation of India Limited (SCI)

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



Request for Proposal

For

AMC and FMS services for Computer Hardware Equipments

RFP #SCI/IT/2021/FMS/03

E-Tender RFx #9000029118

Feb 2021

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

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

RFP SUMMARY

TENDER REF. NO.:	SCI/IT/2021/FMS/03
TENDER TITLE:	AMC and FMS services for Computer Hardware Equipments
DUE DATE & TIME	<u>24/02/2021, 1700 HOURS (IST)</u>
SUBMISSION OF BIDDERS' QUERIES	<u>12/02/2021</u>
RESPONSE TO BIDDERS' QUERIES	<u>15/02/2021</u>
TENDER FEE	Rs. 2,950/- (INR Two Thousand Nine Hundred and Fifty Only)

CONTENTS	PAGE
PART – I (TECHNICAL OFFER)	
SECTION – I: GENERAL INFORMATION	PAGE: 3 to 5
SECTION – II: PRE QUALIFICATION CRITERIA FOR THE BIDDER	PAGE: 6 to 7
SECTION – III: SCOPE OF WORK AND SERVICE LEVEL AGREEMENT	PAGE: 8 to 16
SECTION – IV: GENERAL TERMS AND CONDITIONS	PAGE: 17 to 32
SECTION – V: RESPONSIBILITIES AND DELIVERABLES	PAGE: 33
SECTION – VI: FORMS & ANNEXURES	PAGE: 34
PART – II (PRICE OFFER)	
PRICE OFFER SAMPLE FORMAT	PAGE: 36

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 “**AMC and FMS services for Computer Hardware Equipments**”for a period of 2 years with an option to extend the contract twice for three (3) months each at the discretion of SCI 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 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

There is no Earnest Money Deposit (EMD) to be submitted for this tender. However, Bidder must enclose Signed Bid Security Declaration as per prescribed format provided in FORM A10.

4. E-tenders received on portal without Tender Fee 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 24/02/2021.**

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: 9000029118**) 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 A1 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-tenderportal. 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)

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

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 Rs. 8.25 Lakhs per annum in the previous three financial years	Annual reports of the previous three years
Project Execution Experience	Bidder should have executed contract for AMC & FMS of desktops, laptops, printers and Scanners in India (for 2 years period) during the last 3 financial years (2019-2020, 2018-19, 2017-18) as mentioned below: 1) One project worth Rs 44 lakhs OR 2) Two projects worth Rs 27.5 lakhs each OR 3) Three projects worth Rs 22 Lakhs each	Purchase Orders and Completion Certificate from Customer
Quality management systems & ITIL services	Bidder must possess valid and relevant ISO certification	ISO Certification 9001 & ISO 20000-1
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, Sales Tax etc.	Self Declaration (Form A8) stating the same required
Office Location	Should have a full-fledged office in Mumbai/Thane/Navi-Mumbai and at least a service branch/arrangement in Delhi and minimum 24 qualified service engineers on their payroll to support IT infrastructure in SCI on their own without resorting to sub-contracting in part or full. Rendering support of any sort through franchises will not be acceptable to SCI.	Address of the bidder's service support centers.

- Bidders not meeting the pre-qualification criteria are liable to be disqualified.
- The experience mentioned above should be of the bidder.

- c) 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.
- d) 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.
- e) SCI will have the right to make site visits of the vendor's clients to verify their quality of the Services rendered by them. The verification of the Bidders' Clients will be based on the following:
 - The expertise of the engineers employed by the vendor at the customer sites for maintenance and troubleshooting of PCs, Laptops, Printers, Scanners, Servers etc.
 - Incoming / Outgoing material tracking.
 - Response and Resolution time
 - Expertise available at the Bidders site for repairing any of the equipment taken from the customer site and the time taken for such repairs.
- f) Bidders have to submit minimum 3 certificates from previous clients regarding deployment of competent personnel at client site.
- g) In case it is observed that any of the above services are not satisfactory, then such Bidders will not be considered for the opening of Commercial Bid.

PART –I

SECTION –III

SCOPE OF WORK, PERSONNEL DEPLOYMENT &SERVICE LEVEL AGREEMENT

The bidder is expected to provide AMC & FMS services for SCI's IT infrastructure (PCs, Laptops, Printers, Scanners, Projectors, Network equipment) operational at Mumbai and Delhi locations. Presently, some of these are under Annual Maintenance Contracts (AMC) and some are under warranty.

SCI is looking for the services of experienced and efficient Service Providers to manage the IT infrastructure (present and future), thus providing single point solutions for all problems at Client level for PCs, Laptops, Printers, Scanners, Projectors, LAN etc.

1. SCOPE OF WORK

The successful bidder would be required to carry out:

- 1) Complete Vendor Management Services for equipment under warranty.
- 2) AMC/Direct Technical Support Services for all the other IT assets under AMC.
- 3) In case of direct maintenance, the service should be comprehensive maintenance, which inter alia includes repair and/or replacement of all defective components with same make and model. In case of replacement of non-serviceable components, the component should be replaced only with a new & compatible component of equivalent or better configuration. On replacement of the item i.e. Monitor, Printer, Scanner, Laptop or whole PC, the vendor should inform about the replacement to SCI IT officer on the letter head of his company and provide the complete report of both (part getting replace and defective part). Replaced part must be equivalent or higher configuration.
- 4) Comprehensive maintenance shall include all components of Desktop/Printers/Scanner/Projectors including hard-disks, keyboard, mouse, printer heads, fuser assemblies, plastic parts of printer, Printer ribbons etc. but excludes Toner/Ink cartridges, CDs, tapes.
- 5) Resident Engineer/Help Desk will undertake Vendor Management in case of equipment under warranty. He should promptly log & constantly track, coordinate & escalate problems and follow up with respective vendor for equipment/component/services under vendor's contract/warranty till resolution of the problem.
- 6) The FMS of PCs/Servers/Printers/Scanners/Projectors will be required for the locations in Mumbai (Shipping House at Nariman Point, Powai office) and Delhi Office.

Office	Location	Support Type
Mumbai office	HO Shipping House Nariman Point	Resident Coordinator and Engineers
Mumbai office	MTI Powai	Resident Engineers
Delhi Office	Delhi	On call basis as and when required

- 7) Vendor shall maintain their own vacuum cleaner/cleaning sprays for cleaning of desktops, printers, scanners. Vendor shall provide tools to every engineer i.e. multi meter, screw driver set, cleaning brush, small blower, soldering tool and every piece of tools required for smooth functioning of FMS. Vendors shall maintain at least two external USB hard disk of sufficient capacity for the backup of user data in order to resolve the call as early as possible. Vendor should provide sufficient amount of cleaning fluid and cloth for cleaning the RAM.

- 8) The Asset Management service includes checking configuration, supervising new hardware deliveries & installation, maintain hardware change documents and update data accordingly. It also includes keeping track of those assets which are being interchanged from one user to another due to transfer, promotion or any other reason. Collecting necessary forms filled in by users and dept. head, updating the same in asset master, labeling of new PC with Tag nos. etc. It also includes carrying all IT asset under AMC the Desktops, Printer, Scanner, Laptops, Projectors between SCI location and various floors within SCI premises The Shifting of asset between locations (Head Office and Powai to and fro) is restricted to max. 30 times during the contract period. At a time, max. 5 assets could be shifted.
- 9) The bidder shall submit the scheduled monthly/ quarterly reports on regular basis. Any additional reports shall also be submitted by bidder as and when required by SCI during the contract period.
- 10) The bidder should provide minimum 5 % of spare Desktops/Printers/Scanners on demand within 6 hours of time in case of any shortage of spare parts of desktops/printers/scanners due to delay in repair. The bidder has to keep spare desktops/printers/scanners at this own premises.
- 11) The Bidder should provide AMC for Projectors mentioned in the list (Appendix). Comprehensive maintenance shall include all components of projectors.
- 12) The bidder should ensure confidentiality of the data, in-house developed software, software packages purchased by SCI. Any copies of the same would be done only with prior permission of SCI. Illegal use of SCI's software or hardware will be strictly dealt with. The bidder has to give undertaking to this effect.
- 13) The following components are to be included in the FMS. Successful bidder's responsibilities include, but are not limited to the following.

A. Help Desk Management

Help Desk Management provides one point IT support (ONSITE) for users of the SCI's three offices in Mumbai

Deliverables

- i. Presence of qualified and experienced person in Shipping House for Helpdesk service providing one point on-site contact for end users. Coordinate absence of any engineer and arrange for the backup engineer well in advance.
- ii. Logging of calls / complaints / problems and changes requested by users using necessary software (CA Helpdesk) irrespective of how the user logs the call.
- iii. Root cause analysis and resolution of problems.
- iv. Regularly interacting and providing feedback to SCI IT team on the status of pending calls, inventory of spares, vendor calls, engineers availability. Must escalate the unresolved problems to the SCI team.
- v. Providing related MIS reports giving Call statistics, down time, non-performance etc. daily, weekly and monthly basis.
- vi. Help Desk will work in close coordination with SCI's current and future Warranty/AMC/Other Service providers and their resident engineers. Help Desk will be responsible for timely follow up with these agencies/engineers ensuring timely action, for both equipment under direct maintenance as well as equipment under vendor management.
- vii. The documentation of all processes handled under this FMS contract to be handled by the support engineers.
- viii. Call should be closed within the same working day. If not possible reasonable explanation should be documented
- ix. Be responsible for delivery of timely and appropriate services to SCI.

- x. Track the spare and maintain minimum inventory for the smooth operation of FMS and make sure that the spares are available at any given point of time.
- xi. Other services will include tracking and courier (using SCI's courier service) of documents/equipment sent between Data Centre, Powai to Head Office.

B. Desktop Management-

Desktop/ Workplace Management provides support for Desktop Hardware, Software and Network devices as an integrated solution.

Deliverables

- i. Presence of qualified and experienced Resident Engineer/s on site at Shipping House and MTI Powai offices and on call basis at SCI Delhi Office for maintenance and services. All resident engineers should be well versed with all the problems related with Hardware/software of Printers, Desktops, Laptops, Scanners, Network, and Antivirus etc.
- ii. Root cause analysis should be carried out for frequent hardware/software failures, if there is any.
- iii. Supply of new and genuine hardware parts and installation of the same if required.
- iv. Preventive maintenance as scheduled.
- v. Support of various OS systems in desktops/notebooks/laptops like Windows XP, Windows Vista, Windows 7, Windows 8, Windows 10, Linux etc. Provide local permissions i.e. File sharing, printer sharing etc. Provide Active directory, Lotus Notes, Antivirus configuration settings.
- vi. The bidder will have to provide standby desktop of equivalent configuration if the down time exceeds for more than 48 Hours due to non-availability of any particular component.
- vii. Installation/ Upgradation of hot fixes/patches/service packs/operating systems on all desktop and laptop machines as and when required.
- viii. Support for desktop Software like MS Office Suites, Network clients, Mail clients, application clients, SAP GUI, CA clients, Active Directory, Anti-virus software, DANOS & AFSYS clients, APS Corporate (bilingual) software and shared folders etc.
- ix. Management of Desktop OS/ Hardware to ensure standardization.
- x. Performance Administration/ Periodic Monitoring.
- xi. Problem isolation/ Trouble shooting/ Resolution.
- xii. Support for new desktop OS's as required.
- xiii. Support for regular upgrades of various OS and Desk Top software mentioned above.
- xiv. Pro-active Disk management.
- xv. Installation and re-installation of all desktop software as required due to disk crashing/formatting, virus attack etc.
- xvi. MIS reports showing parts repaired, replaced, sent for repair, pending repair etc. using software tools.
- xvii. Any other related activity to ensure optimum use of as and when required.
- xviii. Before issuing new Desktop/Laptop to user, vendor should ensure the configuration is done as per SCI's IT Policies.
- xix. Run approved tools on client machines to free disk space, delete unwanted programs etc. for better performance.
- xx. During the time of DR or DR drills, desktops to be managed and configured at DR site Kolkata, Mumbai and Delhi offices.

C. Printer Management

Printer Management will ensure the printers (DeskJet, LaserJet and Line printers) at client side are always maintained in the operational condition.

Deliverables

- i. Support for diagnosing and resolving printer problems.
- ii. Supply and install necessary parts as required including Fuser assembly (for Laser jet Printers)
- iii. Preventive maintenance will have to be carried out every quarter for all printers onsite located in various SCI offices as covered in this RFP and to submit a detailed report as per the format given by SCI, along with user's signature confirming having done the preventive maintenance. This report will have to be submitted along with the Vendors' Invoices for payment.
- iv. Preventive maintenance includes cleanup of complete printer at SCI on site by vacuum cleaner, cleaning the printer heads, parts, gears, etc by acceptable cleaning agents and also oiling of movable parts. Required tools to be provided by vendors.
- v. MIS reports showing printers attended and the unresolved problems.
- vi. The bidder will have to provide standby printer of equivalent model if the down time exceeds for more than 48 Hours due to non-availability of any particular component.

D. Security Administration

Security management at client side will ensure that the PCs are not infected by virus and are operational

Deliverables

- i. Support for diagnosing and resolving security related problems
- ii. Load anti-virus software.
- iii. Coordination with anti-virus software vendors.
- iv. Unauthorized software or hardware should not be loaded on machines in SCI. Software or hardware installation on any machine only to be done with prior permission of SCI infra team. Will maintain SCI Security policy on desktops, servers etc.

E. Asset Management

Asset Management provides support to record and manage the IT assets.

Deliverables

- i. Physical inventory of IT assets and creation of Asset information database (Hardware, Software, Peripherals, Networking equipment etc.) using appropriate software or software provided by SCI for recording information like configuration details, SCI Asset Code, warranty and AMC details etc.
- ii. Recording upgrades, scrapping etc. and updating IT Asset Database.
- iii. Tracking, updating and reporting movements of IT assets.
- iv. Change request form has to be filled and documented whenever there is any hardware replacement/movement takes place and the changes has to be made immediately in the inventory database.
- v. Implement a standard Asset Management software to track assets, licenses and vendors of SCI with following features:
 - a. Web Based software, OS – windows 2003/2008/2012. Have backend database of MSSQL/Mysql/Oracle freeware (No MS Excel Sheet data will be accepted).

- b. Bar-coding- Print bar codes for asset for better physical tracking of assets. RF-id CODING is optional.
- c. Add /Modify/ view/Delete unlimited Assets (computers & equipment) details. Attach relevant documents and scanned forms
- d. Configurable to add new additional custom fields as per SCI requirement
- e. Set and track due date/overdue of assets to be returned.
- f. Perform fixed asset stock take/ Track related vendors & contacts
- g. Track warranty/maintenance /history/performance of assets
- h. Track breakdown of assets
- i. History & ownership of assets. History of employee assets
- j. Standard reports and reports for location wise asset allocation/ type of assets location wise
- k. Licenses tracking against software installed in machines
- l. Capacity Management of Server/Storage
- m. Vendor has to upload present asset data in their software
- n. Software should permit minimum 15 user defined fields and allow sorting on these fields for reporting.
- o. Record and tracking Warranty/AMC expiry and updating for all IT assets viz. Hardware, Software, LAN Networking equipment, peripherals etc.
- p. Record/update software license details.
- q. Auditing hardware and software assets and configurations.
- r. To ensure the standards are implemented on desktops for uniformity of hardware/software.
- s. Generate MIS reports of IT assets at the beginning of each month and review with SCI coordinator.
- t. Customize MIS reports to meet SCI standards.
- u. Gate Pass Management for incoming /outgoing material at all Mumbai Locations and submit periodic reports.
- v. Accountable for all the assets officially received by resident engineers

Note: The vendor has to carry out physical inventory of all IT assets at all SCI locations in the beginning of the Facility Management Services and update the database. Subsequently, the database should be kept updated for changes from time to time as part of Asset management functions. Physical Inventory has to be done once in three months to re-confirm the inventory status reported by the Asset Management System.

F. Vendor Management

Vendor Management will cover the IT Vendors of SCI for Servers, Desktops, Printers, Scanners, Projectors, Network components and other peripherals etc. and will provide for coordinating with vendors resources whose products are under warranty / AMC for resolution of the problems relating to such products.

Deliverables

- i. Maintain database of the various vendors with details like contact person, telephone nos. Escalation matrix, response time and resolution time commitments etc.
- ii. Liaison with respective vendors for support.
- iii. Managing Service Level Agreements of vendors for warranty/AMC etc.
- iv. Log calls/escalation to vendors.
- v. Tracking and reporting escalations.

- vi. Generate MIS reports of calls logged, resolved, escalated and pending with time and date and monitor vendor performance using tools.
- vii. The first level support for any settings / configurations will have to be done for Servers, Desktops, Printers and other peripherals etc. which are under warranty with the various vendors. In case unable to resolve, the call has to be escalated to the vendor with whom the warranty exists.

G. Video Conference Management

Video conference management provides technical helpdesk support to manage the video conference hardware and software in SCI

Deliverables

- i. Provide technical assistance in Audio Visual/Video conferences - including, but not limited to, loading, supporting and projecting PowerPoint Presentations to projector/TV/ large screen.
- ii. Provide technical support and training to end-users.
- iii. Provide pre-conference testing and setup for video teleconferences and/or meetings.
- iv. Provide AV/Video conference support and expertise to Executive Management, and will be responsible for Manage videoconferencing rooms, including video control systems, sound and general LAN infrastructure installation.
- v. Manage and maintain all elements of enterprise-wide video network environment, including all hardware, software, and circuitry, which is considered within the scope of services.

H. Reports

The bidder shall submit the reports on regular basis.

Indicative list of reports

SRNO	REPORT	Frequency
1	Asset Register	Monthly
2	Uptime Report	Monthly
3	Logs Report	Monthly from CA helpdesk
4	Escalation /Contacts Reports	Quarterly
5	Software License Management	Monthly
6	PM Schedule	Quarterly
7	Daily Attendance	Monthly
8	Asset Repair Status Report	Monthly

2. PERSONNEL DEPLOYMENT FOR THE PROJECT

- 1) The successful bidder shall ensure that a team with the required skill-sets is dedicated to the FMS throughout the contract period.
- 2) A person with minimum 5 years relevant work experience, qualified with experience in FMS management, should be designated as the Help Desk Co-ordinator for the work. The Help Desk coordinator should be nominated with SCI's approval. All resident engineers should have minimum 2 years' experience. All persons deployed on site should be at least 12th passed with Knowledge of Computer. Bidders should provide necessary documents to support the same.

- 3) Estimated Number of full time Resident Engineers / Help Desk Personnel required at various SCI Offices is as indicated below. This quantity may change during the contract period. No help/Hamals will be provided by SCI for moving Desktops printers etc. from and to their original location for repair and/or shifting reallocation. The bidder must arrange manpower and tools/equipment for shifting or repairing. The qualified printer engineer should carry out preventive maintenance of printers, scanners onsite before the end of each quarter

Sr. No	Location	Resident Engineer	Help Desk Co-ordinator
1.	Shipping House	6 (estimated qty) including Printer Engineer and Video Conference Administrator	1
2.	MTI, Powai, Mumbai	2 (estimated qty)	-
4.	SCI's New Delhi Office	-	-

- 4) **Timings:** 9.30 AM to 6.15 PM – Monday to Friday and 9.30 AM to 4.00 PM on Saturday.
- 5) **On Saturday,** minimum 3 engineers should be present at Shipping House & minimum 1 engineer at MTI Powai.
- 6) Engineers can be moved from one location to other as per SCI's requirement.
- 7) Holidays would be as per SCI Holiday Calendar exclusive of Saturdays.
- 8) **Call Logging:** Through telephone, e-mail, CA Helpdesk or personally intimating the Help Desk/ Resident Engineer.
- 9) **Call Status and registering user feedback:** Closing of call on confirmation with end-user. Unless the end user is satisfied the status of the call will remain open. Vendor should log all the calls in CA Helpdesk Tool provided by SCI. Feedback have to be collected from users before closing the call.
- 10) Escalation: IT Services of specialist for escalated support. Escalation matrix to be provided along with technical bid document.
- 11) All Resident Engineers / Help Desk reporting at various SCI offices should carry proper identification. The successful bidder should submit a copy of appointment letter issued along with photograph and resume of the Resident Engineer / Help Desk personnel to the FMS/AMC coordinators at the respective SCI offices.
- 12) The job of a printer engineer and video conference administrator is not limited to printer maintenance and video conference administration respectively. The printer engineer and video conference administrator would attend the helpdesk job if there is no work of printer maintenance or video conference administration.
- 13) In case of absence / transfer / resignation of Resident Engineer/ Help Desk, replacement should be immediate with no gaps in the support operations and the SCI should be informed accordingly well in advance.
- 14) In case of absence/transfer/resignation of Resident engineer/Help Desk, Knowledge transfer to the new Resident Engineer / Help Desk should be completed within the shortest possible time. All processes and systems should be documented and approved by SCI personnel for knowledge transfer purposes.
- 15) In case of urgency, Resident Engineer may be called on Sundays and Holidays at no extra cost to SCI.
- 16) Bidder should provide each Resident Engineer with a mobile phone, at his cost (Fixed cost + Recurring cost), so that she / he can be contacted in case of any urgent services. All mobile numbers have to be provided to the SCI.

- 17) The successful bidder shall not change its Help Desk Co-ordinator without giving due notice of 4 weeks to SCI, providing the new Help Desk Co-ordinator's CV with experience profile, and seeking SCI's approval for nomination of the new Project Manager.
- 18) The successful bidder shall undertake to follow all statutory requirements with regard to its labour force / project team, and SCI shall be in no way liable for any obligation in this regard, and shall not under any circumstance be considered the principal employer for any of the members of the successful bidder's project team. The successful bidder should indemnify SCI against any loss or damage that may be incurred by a member of his project team or any other person acting on his behalf.
- 19) FMS cannot be subcontracted and all the personnel working on IT Infrastructure Facility Management Services must be on permanent employment and direct payroll of the successful bidder only.
- 20) The Bidder will undertake that supplies of necessary maintenance equipment, tools and spare parts will be made available on a continuous basis.
- 21) It will be the sole responsibility of the successful Bidder to implement and operate the complete FM services as per the scope of work to the satisfaction of SCI. The vendor shall not absolve himself of the responsibilities as given in the scope of work due to reasons whatsoever.
- 22) SCI may add or remove components from time to time. The rate offered at Price Bid and accepted should apply on the total quantity in the beginning of the month after such addition/removal and as reflected by physical inventory / asset management reports. The price offered for the services should remain firm for two years viz. till the completion of the order.
- 23) The Bidder will give at least 3 months' notice prior to discontinuing the service.
- 24) SCI will be providing Tea/Coffee to resident engineers along with the seating arrangements, one PC and Telephone at each Location

3. SERVICE LEVELS AND PENALTY

1. Service Level Agreement

The selected vendor will have to provide satisfactory service to achieve the service level as under

Sr. No.	Priority Criteria	Response time	Resolution time
1.	Priority-1	1 Hour	4 Hours
2.	Priority-2	2 Hour	8 Hours

- 1.1. The resolution time will be calculated from the time of lodging the call. When formatting and loading of all the software is required, additional four hours will be allowed for resolution. When defective parts needs to be replaced, additionally up to a maximum of 48 hours will be allowed for resolution at the discretion of SCI.
- 1.2. The Engineer status shown in the table in section 7.3.3 is the minimum requirement to be provided by the Service provider. However, it will be the responsibility of the successful bidder to assess the exact requirement to maintain the service level stipulated above. Vendor has to make alternate arrangements for leave/resignation/reassignment of FMS personnel and intimate the same to SCI well in advance.

- 1.3. It can be assumed that all the Servers, Laptops and about 25% of the PCs/Printers will be under Priority – 1, and the balance 75% under Priority – 2. SCI coordinator will assign the priority on a call-to-call basis. In the places where there are no Resident Engineers, the service level will be under Priority – 2.

2. Penalty

- 2.1. Non-performance charges would be applied as under for those services, which have not achieved the stipulated service levels as under
- a. Provision for the contracted services should commence within two weeks of notification for award of contract. SCI may deduct a penalty of Rs. 10,000.00 per day should the vendor fail in deploying the resources and commence the work within the stipulated time.
 - b. Penalty for delayed response calls: Rs. 500 per working day per call for delay in response. Subject to Max of quarterly charges per quarter.
 - c. Penalty will also be calculated in case of absence of any Onsite Service Engineer- per day per person.

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 24/02/2021**.

Detailed Tender Notice is also available on SCI website 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 Bas** 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 period of contract arrangement shall be for two years from the date of contract commencement as decided by Corporation's management. The Corporation has the sole option to extend the contract twice by three months each after the expiry of two year contract period at the same terms and conditions. However, the rates for extension period shall be the existing contract rates (to be finalized through this tender) or the new contract rates (to be finalized subsequently for fresh contract), whichever is lower. The differential amount, if any, shall be settled by way of credit note.

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) 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.
- h) Applicable SAC along with GST % should be mentioned in the Form A9: Product Check List
- i) 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 AMC Cost of an equipment for the contract period.
- 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).
- 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 onebidder.
- 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 Bidder shall be required to enter into a formal contract with the Shipping Corporation of India Ltd. within thirty (30) days of the award of the tender or within such extended period, as may be specified by GM (IT) on the basis of the Tender document, the letter of intent and such other terms and conditions as may be determined by the SCI to be necessary for the due performance of the work, as envisaged herein and in accordance with the Bid and acceptance thereof, which terms and conditions shall be contained in a Memorandum of Understanding to be signed at the time of execution of the Form of Contract. (The expenses for Contract preparation to be borne by bidder only).

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 3% of the total 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 Scheduled 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 Scheduled 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:

- System Generated Purchase Order from SCI.
- Quarterly Physical Inventory Reports
- Service Reports

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. The payment shall be made on quarterly basis after completion of the quarter on duly certified successful completion of the services and submission and verification of invoices.
- d. Penalty and Non Performance Charges will be calculated at the end of the month and deductions will be done as per SLA.
- e. The payments will be subject to deduction of applicable taxes and penalty if applied.
- f. 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 A9**.

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. The terms & conditions will be modified in accordance with the provisions of new laws. 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/deterioratingand/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/PROFESSIONALS

- a. 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/professionals 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.
- b. The successful bidder shall, make his own arrangements for all staff and labour for their payment, housing, feeding and transport. The successful bidder is also required to have their own transport for movement of their men and material inside/outside the SCI premises. SCI will not provide any vehicle or manual assistance to the successful bidder in this regard. The successful bidder should follow Workmen's Compensation Act or equivalent for providing insurance coverage to their employees.
- c. The successful bidder shall indemnify SCI during the various stages of execution of the contract, regarding damages or loss of or injury to or death of persons/ properties, caused due to the successful bidder's negligence.
- d. Care of the Works: Though the ownership of the System is vested with the SCI upon their delivery and its associated payment, the successful bidder shall also take reasonable care and custody of the System or Subsystems till successful completion of "Acceptance Testing".
- e. Responsibility to Rectify Loss or Damage if any loss or damage happens to the Works, or any part thereof, or materials therein, due to the successful bidder's negligence, the Successful bidder shall, at his own cost, rectify such loss or damage so that the Works conform in every respect with the provisions of the Contract to the satisfaction of the SCI.
- f. Parties agree that during the term of this Agreement and for a period of one year thereafter, Parties will not directly or indirectly, recruit, hire, employ, engage, or discuss employment with other parties employee.
- g. Terms for professional delivering service to SCI as per RFP.
 - That the Contractor shall be awarded of contract, if any, against this request for proposal and shall be for a limited period as would be specified in the Award of Contract document. The professionals/workers employed by the contractor to perform the contract shall be the employees of the contractor and the contractor alone shall be liable to pay the remuneration/s, salaries, fees and all other payments as may be due to the professionals/ workers and Corporation shall in no way be liable for the same. The contractor shall also comply with all the provisions under the laws of the land pertaining to the professionals/ workers engaged by the Contractor and their employment for the purpose of performing the contract, against RFP.
 - That It must be clearly understood between Corporation and the Contractor that the contract workers shall remain contractor's employees and also liability / responsibility of the contractor shall be during the tenure of the contract.
 - That the contractor shall make his own arrangements for all its staff and labour including, but not limited to, their payment, housing, canteen facility and transport, as may be required to be done under the law, for the time being in force. The contractor is also required to have their own transport for commutation of their men and material inside/outside the premises of Corporation. Corporation will not provide any vehicle or manual assistance to the contractor in this regard.
 - The Parties agree that during the term of this agreement and for a period of one year thereafter, Parties will not directly recruit, hire, employ, engage, nor discuss employment with other party or party's employee/s
 - The contractor shall not employ any person/s below the age of 18 (eighteen) years. The contractor shall comply with all the provisions of Labour Laws / Minimum Wage Act, Rules and Regulations as applicable and shall indemnify Corporation in respect of all claims that may be raised against the Corporation for non-compliance by the contractor.

- Corporation reserves the right/s to inquire the contractor to produce documents for checking whether contractor has paid his employees as per minimum wages act / PF as per rules applicable.
- The contractor shall maintain all records, registers etc. required for inspection of Corporation & other Govt. Authorities, including monthly attendance and leave records of the workers. The Contractor shall be required to produce / procure necessary license under the provisions of the Contract Labour (Regulation & Abolition) Act 1970, after awarding the contract and shall also produce a photocopy of the license for records of Corporation.
- The contractor should comply with all the laws applicable including the compliance of Employee's Compensation Act or equivalent for providing insurance coverage to their employees. The Contractor will take suitable Insurance policies at his cost in respect of compensation payable to his workmen arising out of all types of employment injury, disablement (temporary or permanent) or death in accordance with the provisions of the Employee's Compensation Act 1923, or other laws in force in respect of the workmen, during the entire period of contract, including extensions that may be granted by Corporation.
- The contractor will have to take out and submit the following insurance policies to cover all risks for the workers employed by Contractor before raising his/her first invoice and keep these policies valid throughout the contract period -
 - i) Employee's Compensation
 - ii) Third Party Risks/Liability

The Contractor should maintain the record pertaining to the Insurance Policies meant for the employees and produce the same for inspection of Corporation & other Govt. authorities.
- The contractor shall comply with all other statutory requirements in respect of Payment of Wages, Bonus, Payment of Gratuity, Labour License, provisions of Contract Labour Act, etc., which would be in force from time to time. The Contractor shall make payment of the salary / remuneration/ wages in the Bank accounts of the employees and the Bank Statement to that effect be furnished, on or before 15th day of every month.
- The contractor shall make his own arrangements to obtain and supply the equipment/s required by his employees for the efficient, regular and satisfactory carrying out of the work, as per the contract. Should an occasion arise when work is affected due to non-supply of materials by the Contractor and if Corporation has to supply the same, the cost of such materials will be recovered from the contractor's bills.
- The contractor must ensure supervision of jobs at his/her own cost, to ensure satisfactory and timely completion.
- The contractor shall be liable to reimburse to Corporation any fines/penalties or any other payments imposed by the Government Authorities for Contractor's failure to comply with any requirement under the relevant laws and rules applicable from time to time. Similarly, contractor shall solely be responsible for any damages caused to the property of the Corporation due to carelessness or improper/poor quality of job carried out by him/her.
- Contractor shall indemnify and keep indemnified Corporation and its employees, from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses, judgments and fines arising out of or in the course of or causes during the execution of the work under the Contract, directly or indirectly associated herewith but not limited to while under:
 - a. personal injury, illness or death of :
 - i. Any employee of the Contractor (even if caused by or contributed to by the negligence or fault of Corporation);
 - ii. any other person to the extent that the injury, illness or death is caused by the negligence or fault of Contractor or its personnel or sub-contractors or subcontractor's personnel; and
 - b. any loss or damage to :

- iii. any property owned, hired or supplied by Contractor or Contractor's personnel or subcontractors or subcontractor's personnel.
- iv. any loss or damage to any other property to the extent the loss or damage is caused by the negligence or fault of Contractor.
- The contractor shall ensure total industrial peace during the tenure of contract and the contractor shall be entirely responsible to solve any labour problems under these contracts and smooth and efficient services are rendered to the Corporation.
- The successful contractor will have to indemnify the Corporation in the event of the Corporation being made liable to pay compensation to third party or to any of contractor's workers.
- During the period of contract, if the Corporation finds that the contractor's services are unsatisfactory, the corporation reserves the right to terminate the contract as and when required with 1 (one) months' notice as per the discretion of Corporation's Management and make payment on pro-rata basis after making deductions, if any.
- In the event of death of the contractor or commit any breach of contract, the corporation shall be entitled forthwith by notice in writing to contractor or his legal representative to decide whether to continue the contract, in such time and manner and by such persons as the Corporation shall think fit as the risk, cost and liability of the contractor. In the event the contractor becomes insolvent or bankrupt the contract would be terminated, with immediate effect.
- Contractor shall ensure that no contractor's staff or any of the contract workers stays in the office premises after completion of their work and when not on duty.
- Successful Bidder will have to furnish an undertaking to the effect that no labourer is sent to work on premises of Corporation for more than 240 (two hundred and forty) days in any calendar year.
- The contractor shall maintain records and registers as required under the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and other applicable rules there under in force from time to time.

29. INTELLECTUAL PROPERTY

Standard Software

- a. With regard to the software supplied by the successful bidder, under this Contract, the successful bidder shall make available the licenses to access and use the Software, including all inventions, designs, and marks embodied in the Software.
- b. Such license to access and use the Software shall be:
 - (i) Nonexclusive;
 - (ii) Fully paid up and irrevocable,
 - (iii) Valid throughout the territory of the SCI's country
- c. The license shall permit the software for use on the computer(s) for which it was acquired, plus backup computer(s) or transferred to a replacement computer(s), accessed from other computers connected to the local or wide-area network or similar arrangement and reproduced for safekeeping or backup purposes.

30. 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 malafied intention/fraud.

31. 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.”

32. 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 effecting 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.

33. 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.

34.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.

35.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.

36.JURISDICTION

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

37.BIDDER FROM COUNTRIES WHICH SHARE LAND BORDER WITH INDIA

Any tenderer from a country which shares a land border with India will be eligible to bid in this tender only if it confirms its acceptance and also complies with the provisions of the "Guidelines for eligibility of a 'Bidder' from a Country which shares a land border with India" enclosed as "**Annexure D**" of this document. The Tenderer is required to submit the undertaking enclosed therein.

38.DEFINITIONS

- a. "**CORPORATION**" or "**SCI**" wherever used shall mean "The Shipping Corporation of India Ltd."
- b. "**BIDDER**" or "**TENDERER**" shall mean and include the person, firm or a body corporate which is submitting its tender.
- c. "**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. "**OEM**" (**Original Equipment Manufacturer**) shall mean firm who is the Original Equipment Manufacturer of any equipment / system/ software/ product
- e. "**Contract**": The Agreement entered into between SCI and the Successful Bidder including the RFP, proposal submitted by successful bidder and all Annexure and the agreed terms as set out in the bid and amendments and modifications to the above from time to time.
- f. "**Acceptance of Services**": Subsequent to commissioning, the services are deemed to have been accepted by the SCI when all the activities as defined in the Scope of Work and Acceptance Tests have been successfully executed, all defects have been closed and signoff have been taken from the SCI and TCS.

- g. **“Deliverable”** shall mean the tangible work product resulting from the performance of Services, including Products.
- h. **“Product”** shall mean hardware and software as may be required to be provided by the successful bidder.
- i. **“Services”** shall mean activities related to planning the strategy and approach for detailed implementation & post implementation processes and procedures, OS and other software installation, configuration, tuning, customization.
- j. **“Specifications”** shall means technical information about Product as mentioned in the manuals, user documentation, and technical data sheets provided by the Bidder and OEMs.

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) Resident Engineers as per Part I, Section III, Point no. 2 of Personnel Deployment.
- b) Monthly/Quarterly Reports as per Part I, Section III, Point no. I of Scope of Work.
- c) Escalation Matrix of 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	FORM A1: Proposal Response Check List	 FORM A1.pdf
2	FORM A2: Proposal Response Identification & Bidder Information	 FORM A2.pdf
3	FORM A3: Company Profile & Financial History	 FORM A3.pdf
4	FORM A4: Clientele/ Project Experience	 FORM A4.pdf
5	FORM A5: Personnel	 FORM A5.pdf
6	FORM A6: Bidder Declaration	 FORM A6.pdf
7	FORM A7: Agreement to Terms and Conditions	 FORM A7.pdf
8	FORM A8: Tender Submission Form	 FORM A8.pdf
9	FORM A9: Product Check List	 FORM A9.pdf
10	Form A10: EMD/Bid Security Declaration Form	 FORM A10.pdf
9	Annexure A: Banning Guidelines	 Annexure A Banning Guidelines.pdf
10	Annexure B: Statement of Queries	 Annexure B Queries Format .pdf

11	Annexure C: List of Hardware	 Annexure C Hardware List.xlsx
12	Annexure D: Guidelines for Bidder from countries which share land border with India	 Annexure D Guidelines For Bidder

Part II - PRICE OFFER

Price Offer Sample Format

- Bidder needs to quote **Unit Cost for 2 Years exclusive of GST** for all items mentioned below in Online e-tender (<https://etender.sci.co.in>) "Items" tab only.

RFX Information	Items	Notes and Attachments
-----------------	-------	-----------------------

Sr. No.	SAP Service Number (for Internal Use)	Item Description	Total Qty A	AMC Cost (₹) Per Item for 2 years B	Total AMC Cost (for 2 years) C=A*B
1	110000000000003668	AMC of Desktops	1000	₹ xxx	₹ xxx
2	110000000000003669	AMC of Desk Jet Printers	80	₹ xxx	₹ xxx
3	110000000000003672	AMC of LaserJet Printers	125	₹ xxx	₹ xxx
4	110000000000003673	AMC of Network Laser Jet Printers	175	₹ xxx	₹ xxx
5	110000000000003671	AMC of Line printers	3	₹ xxx	₹ xxx
6	110000000000003608	AMC of Multi-function Printers	20	₹ xxx	₹ xxx
7	110000000000003609	AMC of Color LaserJet Printer	25	₹ xxx	₹ xxx
8	110000000000003620	AMC of Entry Level Scanners	100	₹ xxx	₹ xxx
9	110000000000003621	AMC of High Speed Scanners	50	₹ xxx	₹ xxx
10	110000000000003622	AMC of Projectors	15	₹ xxx	₹ xxx
11	110000000000003670	AMC of Laptops	60	₹ xxx	₹ xxx
12	110000000000003674	Onsite FMS Engineer	8	₹ xxx	₹ xxx
13	110000000000003623	Onsite FMS Coordinator	1	₹ xxx	₹ xxx
Grand Total (exclusive of GST)					₹ xxxxxxxx

NOTE:

- All prices should be in Indian Rupees. Bidder should quote as per format only.
- The AMC & FMS Charges will be paid on quarterly basis at the end of each quarter as per actual inventory.
- The Bidder should mention all the prices (as required in RFP) in this table only. No additional payment will be paid over and above the prices offered.
- 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.
- "Total Bid Value" will be used to determine order of competitiveness amongst bidders.
- Applicable SAC along with GST % should be mentioned in the Form A9: Product Check List**

Date:

Signature :

Place :

Name :

Designation/ Seal of the Company :