

SURVEY OF INDIA

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Office of the Director
Karnataka Geo-Spatial Data Centre
Koramangala 2nd Block, Bengaluru -560034

NOTICE INVITING e- TENDER

ANNUAL MAINTENANCE CONTRACT (SERVICES) OF COMPUTERS AND IT'S PERIPHERALS

[Tender No. S-766/15-C-4(COMP), dt.11/12/2019 Annual Maintenance contract of Computers and Peripherals]

On the behalf of Surveyor General of India, Karnataka Geo-spatial Data Centre, Bengaluru invites online bids under two bid systems (Technical bid and Financial bid) from reputed firms, interested agencies / service providers for the Annual Maintenance Contract of Computers and its Peripherals through electronic tender process.

The details of e-TENDER with complete terms and conditions are available on the NIC portal i.e., <https://eprocure.gov.in/e-procure/app> as well as on Survey of India website: www.surveyofindia.gov.in (for reference only) and may be read in detail before applying for the same. **Bids received by offline mode are not acceptable.**

Critical Date Sheet

Published Date	12.12.2019 (16:30 Hours)
Bid Document Download Start Date & Time	13.12.2019 (10:00 Hours)
Bid Document Download End Date & Time	04.01.2020 (10:00 Hours)
Clarification Start Date & Time	13.12.2019 (10:00 Hours)
Clarification End Date & Time	20.12.2019 (15:00 Hours)
Last date for replying to clarification, if any	27.12.2019 (17:00 Hours)
Bid submission Start Date & Time	13.12.2019 (11:00 Hours)
Bid submission End Date & Time	06.01.2020 (10:00 Hours)
Bid Opening Date & Time	07.01.2020 (10:00 Hours)

For any queries / clarification on content of TENDER document, you may kindly contact, Karnataka Geo-Spatial Data Centre, Bengaluru @ Phone No. 080-25502568 / 25532076 or write to karn.gdc soi@gov.in However, any queries relating to the process of online submission of bids / e-Auction relating to CPP Portal in general may be directed to CPP Portal 24 x 7 Help Desk Number 0120-4200462, 0120-4001002, 0120-4001005.

Director,
Karnataka Geo-Spatial Data Centre.



**SURVEY OF INDIA
(Department of Science & Technology)**

KARNATAKA GEO-SPATIAL DATA CENTRE

TENDER NO. S-766 / 15-C-4 (COMP) dated.11-12-2019

e-TENDERING FOR

**ANNUAL MAINTENANCE CONTRACT (AMC) FOR COMPUTERS & IT's
PERIPHERALS OF VARIOUS MAKES / BRANDS INSTALLED AT KGDC,
SURVEY OF INDIA, BENGALURU.**

**(Visit us at website <https://eprocure.gov.in/eprocure/app>
& www.surveyofindia.gov.in)**

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SURVEY OF INDIA
(Department of Science & Technology)
KARNATAKA GEO-SPATIAL DATA CENTRE,
KORAMANGALA 2ND-BLOCK,
BENGALURU-560034.

Tel. Nos.080-25532076/ 25533595 NOTICE

1. INVITING e-TENDER:

On the behalf of President of India , Director, Karnataka Geo-Spatial Data Centre , Bengaluru , invites Online Bids under **Two Bid System, viz., Technical Bid and Financial Bid** from reputed Firms / Companies for "Annual Maintenance Service Contract" in respect of **Computers and it's peripherals of different Makes and Models installed at KGDC, Survey of India, Bengaluru,** for a period of One Year only from the date of signing of contract.

2. Document Download:

The Tender Document having detailed Instructions and Terms & Conditions are available on the **Survey of India** website www.surveyofindia.gov.in and CPP Portal <https://eprocure.gov.in/eprocure/app>. CRITICAL DATE SHEET for the e-tender is as under:

CRITICAL DATE SHEET

Published Date	12.12.2019 (16:30 Hours)
Bid Document Download Start Date & Time	13.12.2019 (10:00 Hours)
Bid Document Download End Date & Time	04.01.2020 (10:00 Hours)
Clarification Start Date & Time	13.12.2019 (10:00 Hours)
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Bid submission End Date & Time	06.01.2020 (10:00 Hours)
Bid Opening Date & Time	07.01.2020 (10:00 Hours)

3. Bid Submission:

Bids shall be submitted Online only at CPPP website: <https://eprocure.gov.in/eprocure/app>.

Tenderer / service provider are advised to follow the instruction "Instructions to Bidder for Online Bid Submission" provided in the "Annexure-I" for online submission of Bids".

Bid Documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned Document.

4. Tenderer who has downloaded the Tender from the Survey of India website www.surveyofindia.gov.in and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, <https://eprocure.gov.in/epublish/app> shall not tamper/modify the tender form including downloaded Price Bid Template in any manner. In case if the same is found to be tampered/modified in any manner, the Tender will be completely rejected and EMD would be forfeited and Tenderer is liable to be banned from doing business with Survey of India.

5. Intending Tenderers are **advised to visit** Survey of India website www.surveyofindia.gov.in and **CPPP Website** <https://eprocure.gov.in/eprocure/app> **regularly till closing date of submission** of Tender for any Corrigendum/Addendum/Amendment.

6. No Tender fee is required to be paid at the time of submission of Bids.

7. Bidder is required to submit Earnest Money Deposit (EMD) at 5% of Bid amount (rounded off to next nearest hundred rupees) quoted in the form of Banker's Cheque / Demand Draft drawn in favour of **"ESTABLISHMENT & ACCOUNTS OFFICER, KGDC, SURVEY OF INDIA, BENGALURU"** payable at Bengaluru, which must be delivered to the **Director, Karnataka Geo-Spatial Data Centre, Survey of India, Sarjapur Road, Koramangala 2nd Block, Bengaluru - 560034 on or before Bid Opening Date / Time as mentioned in Critical Date Sheet** (in person or through post) on all working days. Tenderer shall be liable for legal action for non-submission of original payment instrument like DD, Banker cheques, etc., against the submitted Bid.

8. The Technical Bids will be opened as per date / time as mentioned in the **Tender Critical Date Sheet** in the presence of the Bidders who wish to be present physically at the Office of Director, KGDC. At the second stage, the Financial Bids of the Bidders whose Technical Bids were found complete and conform the Eligibility Criteria, shall be opened. After online opening of Technical-Bid the results of their qualification as well Price-Bid opening will be intimated later.

Submission of Tender:

9. **The Tender shall be submitted online in Two Parts, viz., Technical Bid and Financial Bid.**

10. All the pages of Bid / Tender Application submitted must be signed and sequentially numbered by the Bidder irrespective of nature of content of the Documents before uploading.

11. **The offers submitted by Fax / e-Mail / post shall not be considered.**

Technical Bid

12. The following signed and scanned copies of Documents are to be uploaded by the Bidder along with **Technical Bid** as per the Tender Document:

- i) Technical Data Sheet as per Annexure II;
- ii) Proof for payment of Earnest Money Deposit;
- iii) Proof for being an Indian Company/Firm engaged in providing Maintenance Services for Computers and its peripherals in Bengaluru/Karnataka and having its Office (Head Office / Regional / Branch Office in Bengaluru /Karnataka).
- iv) Registration Certificate as per existing norms (indicating the Legal Status–Company / Partnership Firm / Proprietorship Concern, etc.);
- v) GST and PAN / TAN Registration Certificates;
- vi) Income Tax Returns filed for the Last Two Assessment Years (2018-19 & 2019-20);
- vii) Profit & Loss Account Statements for the Last Two Financial Years (2017-18 & 2018-19);
- viii) Proof of having minimum **Two Years** experience of providing After Sale Service / maintenance of Computers and its peripherals to Departments / Ministries of the Government of India / PSUs / Autonomous Bodies located in Bengaluru / Karnataka (one copy of CSMA Papers signed with Government Departments / PSUs / Autonomous Bodies during each of the Last Two years should be enclosed, i.e., 2017 & 2018);
- ix) Price Bid Undertaking (Annexure-IV), Tender Acceptance Letter (Annexure-V), Declaration regarding Blacklisting or otherwise (Annexure-VI) and Letter of Authorization for attending the Bid Opening (Annexure-VII).

FINANCIAL BID

13. Schedule of Rate / Price Bid is in form of
"V3.1_BOQ_AMC_Computer.xls"



**Director,
Karnataka Geo-Spatial Data Centre.**

SCOPE OF WORK

This Tender call for Maintenance of Computers and its peripherals of various Makes / Brands presently installed in Karnataka Geo-Spatial Data Centre, Survey of India with the exception of those machines which are currently in warranty as on date of publish of this tender. Scope of "Annual Maintenance Service" shall be Comprehensive in nature and shall therefore, essentially cover general and breakdown, servicing and repairs / fixing / replacement of all parts of Computers and its peripherals (the cost of original genuine replaced parts / components-with warranty declaration shall be reimbursed by this Directorate against submission of original bills / invoices by the contractor) with during the Contract Period at the exclusive risk, responsibility and the cost of the Service Provider. The term "Maintenance" shall also include rectification of all Hardware and Software problems / defects and also include cost of all parts / repairs / replacements necessary for the proper maintenance / functioning of the Computers and its peripherals. No extra charges for any general wear and tear, etc., shall be made by the Directorate. However, it is mentioned that the cost of Consumables and physically damaged outer plastic parts of Machines are not covered under AMC.

2. The Contract is intended to be awarded for a period of One Year only subject to the condition that the services rendered are satisfactory.

3. The Service Provider shall

- (i) maintain stock of essential Spare Parts in the Store at his nearest Service Centre;
- (ii) keep essential Spare Parts under his custody to ensure Spare Parts consumed are replaced promptly within 24 hours;
- (iii) provide the Spare Parts of the same make / quality as installed in existing Computers with Warranty or Guarantee of One Year period;
- (iv) maintain Service Log Book / File containing Maintenance Report duly countersigned by the Authorized Officer of the Directorate.
- (v) maintain all the terms and conditions mentioned in agreement (Annexure-VIII).

4. All Computers and its peripherals under Comprehensive Maintenance Contract shall be repaired with genuine Spare Parts with warranty as applicable at cost and payment for replacement of Spare Parts will be made through reimbursement against submission of original invoices by the contractor. Computers and its peripherals must be kept neat and clean in full working condition by the Service Provider during the Service Contract.

- 5.** For the regular and proper maintenance / upkeep of the Computers and its peripherals and for promptly attending to the complaints received, the Service Provider shall have to depute at least one well-qualified and experienced Service Engineer / Technician with adequate knowledge / experience in the relevant field (of at least 02 years) on regular basis to this Directorate so that a deputed person is always available from 9.00am to 6.00pm on all working days and on holidays as required on demand.
- 6.** The Service Provider should ensure that all the complaints are attended to promptly by the Service Engineers immediately. The complaint calls received directly from the Users concerned shall also be honored and the defects noticed in the systems shall be rectified immediately and place the systems back to normal working condition. The Firm should strictly adhere to the down time for a System, which should not, in any case, be more than 24 hours on any Working Day (otherwise max. 48 Hours, including Holidays).
- 7.** In the event of any or part of the Systems covered under AMC being moved to workshop for repair, etc. the Service Provider shall provide appropriate Stand-by System so as to ensure that the work of the user concerned is not hindered.
- 8.** Should any need or eventuality arise, this Directorate may take services of Engineers of the Service Provider beyond Working Hours including Saturday / Holidays and during Conferences / Seminars / unavoidable urgent work. No payment or any additional remuneration shall, however, be made for these services rendered.
- 9.** The Service Provider shall also provide functional Mobile Phones to the Service Engineers for Contact and urgent communications.
- 10.** While taking over the Computers and its peripherals for maintenance, Service Provider shall be required to affix their "identity" stickers on each Computer and its peripherals showing the Firm's Name, Contact Number, period of contract etc. and prepare a list containing all the relevant information of Computers of the Directorate along with the name of User Branch / Office, Name of the Contact Person in association with Assistant Store Officer, Karnataka Geo-Spatial Data Centre and modifications / corrections, if any, required will be carried out however the list is as per Schedule-I.
- 11.** The Service Provider / Firm should have proper establishment, i.e., office space and adequate Service Engineers / Technical staff, etc. for maintenance.

INSTRUCTIONS TO THE BIDDERS

Minimum Eligibility Criteria

1. Bidders should

- be an Indian Company / Firm engaged in providing maintenance services in respect of Computers and its peripherals of different makes and models in Bengaluru / Karnataka and having its Office in Bengaluru / Karnataka.
- The Bidder shall preferably be a Government Department / Organization / Society / Firm (Registered under established relevant Central Acts) or those who have been approved by any Government Department / Organization. The bidders who are registered / approved by any Central / State Government Departments / organizations shall be considered.
- have minimum **02 years** experience in maintenance of Computers and its peripherals in Government Departments / Ministries / PSUs / Autonomous Bodies and have sufficient and well qualified manpower to carry out the repairs / attend to service related matters at short Notice. (Valid proof- Copies of Comprehensive / Annual Maintenance Contracts signed with Ministries / Depts. /PSUs / Autonomous Bodies in each year for the Last 02 years (i.e., 2017 & 2018) mentioning value, magnitude of work has to be attached.
- have minimum Turnover of **Rs. 5 lakhs** per year during each of the Last Two Financial Years, viz., 2017-18 and 2018-19 (valid and certified proof has to be attached).
- not have been Blacklisted by the Deptts. / Ministries of the Govt. of India / PSUs / Autonomous Bodies (Declaration has to be submitted in the specified Format given at **Annexure-VI**)

It may be specified that mere fulfillment of Minimum Eligibility Criteria does not entitle the firm to demand for Financial Bid Evaluation.

2. Earnest Money Deposit (EMD)

The Earnest Money Deposit (EMD) of Rupees 5% of quoted amount (rounded off to the next nearest hundred rupees) must be deposited by Bidders in the form of Banker's Cheque/Demand Draft drawn in favour of "**Establishment & Accounts Officer, KGDC, Survey of India, Bengaluru**" payable at **Bengaluru** on or before the date of Opening of Tender. The Karnataka Geo-Spatial Data Centre will not take any responsibility for delay or non-receipt.

The scanned copy of Draft / Banker's Cheque for EMD must be uploaded along with Technical Bid.

EMD shall remain valid for a period of 90 days beyond the final validity period of bids (120 days) from the date of opening of the Bids.

No request for transfer of any previous deposit of Earnest Money or Security Deposit or payment of any pending Bill held by the

Department in respect of any previous Jobs / Supply / works will be entertained

A Bid received without Bid Security (EMD) shall be rejected as non-responsive. EMD for lesser amount / EMD not submitted in the manner prescribed will be rejected and returned to the Bidder. The submission of EMD is compulsory for all the Bidders and no exemption will be granted for submission of EMD in any case. However, requirement of EMD is exempted from those bidders like State / Central PSUs; Government of India Societies (established under relevant Acts) and those registered with DGS&D, etc., GoI policies Ministry of Finance, Procurement Policy Division Office Memorandum No. F.20/2/2014-PPD(Pt) dated 25.07.2019 will be followed for exemptions of EMD in addition to submission of prior experience and turn over criterion to provide equal opportunity to young entrepreneurs.

The Bid Security (EMD) of the Unsuccessful Bidder will be discharged / returned to them within 30 days after finalization of Tender without any accrued interest thereon.

The Bid Security may be forfeited on the following grounds:

- (a) If a Bidder withdraws his Bid during period of Bid validity specified in the Tender Document.
- (b) In the case of Successful Bidder, if the Bidder fails to :
 - (i) sign the Contract
 - (ii) furnish the Performance Security within the specified time in the Tender Document.

3. Documents / Certificates:

The Bidders are required to upload the following Documents along with Technical Bid in pdf format (The successful Tenderer will be required to produce original documents for verification before signing of the Agreement), failing which their Bids will be summarily / outrightly rejected and EMD forfeited, respective bid will not be considered any further:

- (i) Technical Data Sheet as per Annexure II;**
- (ii) Proof for payment of Earnest Money Deposit;**
- (iii)** Proof for being an Indian Company / Firm engaged in providing Maintenance Services for Computers and its peripherals in Bengaluru / Bengaluru and having its Office (Head Office / Regional / Branch Office);
- (iv)** Registration Certificate as per existing norms (indicating the Legal Status–Company / Partnership Firm / Proprietorship Concern, etc.);
- (v)** GST and PAN / TAN Registration Certificates;
- (vi)** Income Tax Returns filed for the Last Two Assessment Years (2018-19 & 2019-20);
- (vii)** Profit & Loss Account Statements for the Last Two Financial Years (2017-18 & 2018-19);

- (viii) Proof of having minimum **Two Years** experience of providing After Sales Service / Maintenance of Computers and its peripherals to Departments / Ministries of the Government of India / PSUs / Autonomous Bodies located in Bengaluru / Bengaluru (one copy of CSMA Papers signed with Government agency) during each of the last Two Years should be enclosed, i.e., 2017 & 2018);
- (ix) **Price Bid Undertaking (Annexure-IV), Tender Acceptance Letter (Annexure-V), Declaration regarding Blacklisting or otherwise. (Annexure-VI) and Letter of Authorization for attending the Bid Opening (Annexure-VII).**

4. Clarification on Bid Document

In case any prospective Bidder needs any clarification regarding any Terms and Conditions of the Tender, he / she / they may seek clarification through CPPP on or before the time indicated in the Critical Date Sheet. The Bidder may also seek clarification from this Directorate over phone (numbers mentioned at couple of places in this document) or in person from Asst. Stores Officer, of this Directorate during all working days (9 AM to 5.30 PM) before submitting the Bid online.

5. Amendment of Bid Document

At any time prior to "Bid Submission Start Date" indicated in Critical Date Sheet, the Karnataka Geo-Spatial Data Centre may for any reason whether at its own initiative or in response to a clarification requested by the prospective Bidder, modify the Bid Documents by amendment. The amendment will be uploaded onto SOI website www.surveyofindia.gov.in and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, <https://eprocure.gov.in/epublish/app> for the benefit of all the prospective Bidders.

In order to give prospective Bidders reasonable time for taking an amendment into account in preparing their Bids, the Director (Tender Inviting Authority) may at his discretion, extend the deadline for the submission of Bids.

6. Rejection of Incomplete and Conditional Tenders

The Incomplete and Conditional Tenders will be rejected. Quoting Unrealistic Rates / Prices will be treated as disqualification.

7. Non transferability

This Tender is non-transferable.

8. Preparation and Uploading of e-Tender

Bidder should take into account Corrigendum, if any, published to the Tender Document before uploading their Bids.

Bidder should get ready the Bid Documents in advance to be uploaded as indicated in the Tender Document / Schedule and generally, they should be in pdf / xls Formats. Bid Documents may be scanned with 100 dpi with black and white option.

The Bid uploaded online by the Bidders and all correspondence and Documents relating to the Bid exchanged by the Bidder with the Karnataka Geo-Spatial Data Centre shall invariably be written in English only.

9. Documents comprising the Bid

The Bid should consist all the Documents / Certificates as mentioned in Clause 3 of Instructions to the Bidders, Price Bids, etc., required to be uploaded in the e-procurement System.

The Bids shall comprise of (i) Technical Bid and (ii) the Financial Bid:

- (i)** The **Technical Bid** comprises of Technical Bids Data Sheet (all the Information / Documents sought in as per **Annexure-II**) should be uploaded onto CPPP in pdf Format only. **The Documents / Information sought should be in the same Serial Order as given in the Technical Bid Data Sheet Format (Annexure-II).**
- (ii)** The **Financial Bid** shall specify the Rates / Prices in the Format shown in the Financial Bid / Price Schedule and should be uploaded onto CPPP in .xls Format only.

10. Bid Prices

The Rates / Prices should be quoted in Indian Rupees only in words as well as figures. GST, Taxes, if any, as applicable should be quoted separately. If these levies are included in the price quoted without giving the break-up details, such Bids will summarily be rejected.

Only one Price should be quoted for each item and if more than one Price is quoted under different options the rate quoted by him in the first option only will be valid and considered for evaluation.

Prices should be quoted FoD basis (Free Delivery at KGDC, Survey of India, Bengaluru) only.

11. Period of Validity of Bids

The Bid shall remain valid and open for acceptance for a period of 120 days from the last date fixed for opening the same. A Bid valid

for a shorter period shall be rejected by the this Directorate as non-responsive.

12. Signing of the Bids

The Bidder has to authenticate with his Digital Signature Certificate (DSC) and upload the required Bid owning responsibility for their correctness / authentication of Documents one by one as indicated in the Tender Document. The required Documents for the Tender should be properly paged and indexed and the requisite information should be highlighted also.

13. Deadline for submission of Bids

Bids must be uploaded in the CPP Portal on / or before the prescribed date and time mentioned in the Critical Date Sheet of NIT (Notice Inviting Tender).

The Director, Karnataka Geo-Spatial Data Centre, Survey of India, may, at his discretion, extend the deadline for Bids through the issuance of an amendment for the reasons mentioned therein in which case all rights and obligations of the Karnataka Geo-Spatial Data Centre and the Bidders subject to the previous deadlines shall thereafter be subject to the new deadline, as extended.

The responsibility for uploading the Bids in time would rest with the Bidder.

Fax / e-mail offers will be treated as defective, invalid and rejected. Only detailed complete Bids received online through CPP Portal prior to the closing time and date of the Bids (as in Critical Date sheet) will be taken as valid.

14. Bid Opening

On the date and time indicated in the "Critical Date Sheet" of Notice Inviting Tender (NIT) Technical bids will be opened at Karnataka Geo-Spatial Data Centre, Survey of India, Koramangala 2nd Block, Bengaluru - 560034 in the presence of the Bidders or their representatives duly authorized by the Bidder who wish to be present. If the Bid Security is not found as prescribed the Bid shall summarily be rejected. The representatives are required to bring Photo Identity Card issued by the Firm / Employer and also a copy of the Authorization as given in the "**Annexure-VII**".

Bids shall be numbered serially by the Competent Authority. The Bidders Names, Documents submitted / not submitted and such other details as the Competent Authority, at its discretion may consider appropriate shall be announced at the Bid Opening.

15. Clarification of Bids

To assist in the examination, evaluation and comparison of Tenders, the Karnataka Geo-Spatial Data Centre may ask the Bidders individually for clarification of their Tenders and their clarification or response shall be through CPP Portal only but no change in the price or substance of the Tender shall be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered by the Karnataka Geo-Spatial Data Centre during the evaluation of the Tenders.

The Bidder shall promptly provide all necessary information and Documents to be submitted to the Karnataka Geo-Spatial Data Centre during evaluation of its Tender. Failure to provide correct and timely information, concealment of material facts regarding litigation history and arbitration proceedings, etc., having a material bearing on the evaluation process may render their Tender being treated as non-responsive and will be liable to be rejected summarily.

16. Technical evaluation

The Karnataka Geo-Spatial Data Centre shall carry out the evaluation solely based on the uploaded Certificates / Documents in the e-Procurement System.

The Competent Authority shall examine / evaluate the Technical Bids to determine whether they (i) fulfill the Eligibility Criteria, (ii) submitted the requisite Documents (iii) meet the Terms and Conditions specified, (iv) complied with all the Instructions contained therein, etc. **For the purpose of this Clause a substantially responsive Bid is one which conforms to all the Terms and Conditions of the Bid Document without material deviation.**

Prior to Financial Evaluation, the Karnataka Geo-Spatial Data Centre will determine the substantial responsiveness of each Bid to the Bid Document. For the purpose of this Clause, a substantially responsive Bid is one which conforms to all the Terms, Conditions and Specifications of the Bid Documents without any deviation or reservation. **The determination of Bids responsiveness shall be based on the contents of the Bid itself without recourse to extrinsic evidence.**

A Bid determined as substantially non responsive will be rejected by the Karnataka Geo-Spatial Data Centre and shall not subsequent to the Bid opening be made responsive by the Bidder by correction of the non conformity.

17. Financial Evaluation and Comparison of Substantially Technically Responsive Bids

The Karnataka Geo-Spatial Data Centre shall carry out the evaluation solely based on the uploaded schedule of Rates (Price Bids) in the e-Procurement System.

The **Financial Bids** of Technically Qualified Bidders only will be recommended for opening and consideration by the Competent Committee / Procurement Committee / Authority. The said Committee will evaluate the Bids to determine whether (i) they are complete; (ii) the requisite Bid Securities have been furnished; (iii) the Bids have been properly signed and stamped; (iv) the Bids are generally in order, etc.

The Karnataka Geo-Spatial Data Centre shall shortlist those who are eligible and have submitted substantially Technical Responsive Bids for opening of Financial Bid. The names of the Successful Bidders will be displayed on the CPP Portal and website of Survey of India. Such Successful Bidders may like to attend the Financial Bid Opening. The date, time and venue of the Financial Bid opening will be uploaded on CPP Portal and website of Survey of India. **The Financial Bids of Unsuccessful Bidders (Technically non-qualified bidders) will not be opened.**

A Bid which in relation to the cost estimates of the Empowered Committee is unrealistically priced and which cannot be substantiated satisfactorily by the Bidder may be rejected as non-responsive.

18. Contacting the Karnataka Geo-Spatial Data Centre, Survey of India.

No Bidder shall try to influence the Karnataka Geo-Spatial Data Centre on any matter relating to its Bid, from the time of the Bid Opening till the time Work Order is awarded. Any effort by the Bidder to influence the Karnataka Geo-Spatial Data Centre in the Bid Evaluation, Bid Comparison, etc. shall result in the rejection of the Bid.

19. Award of Contract

The Contract shall be awarded with the approval of the Competent Authority to the Bidder whose Bid has been determined to be eligible and to be substantially responsive to the Bid requirements and who has offered the Lowest Evaluated Bid provided further the Bidder has the capability and resources effectively to carry out the Contract Works intended to be assigned under this Tender.

Prior to the expiration of the prescribed period of Bid validity, the **Director, Karnataka Geo-Spatial Data Centre** will notify the Successful Bidder and Unsuccessful Bidders on CPP Portal. The Notification of Award will constitute the formation of the order.

20. Right to Accept / Reject any or all Bids

The Director, Karnataka Geo-Spatial Data Centre reserves the right to accept or reject any Bid including the lowest and to annul the Bidding process and reject all Bids, at any time prior to award of Work Order, without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for the said action. The Directorate shall return bid security to bidder/s at no extra cost or interest under such conditions.

21. Annulment of the Award

Failure of the Successful Bidder to comply with any of the requirements shall constitute sufficient ground for the annulment of award and forfeiture of the Bid Security in which event the Karnataka Geo-Spatial Data Centre may make the award to other Bidder (L2) at the discretion of the Karnataka Geo-Spatial Data Centre or call for new Bids.

Karnataka Geo-Spatial Data Centre reserves the right to disqualify the Service provider for a suitable period who fails to provide service in time as agreed upon. Further, the service provider who does not perform satisfactorily or the quality of which is not satisfactory may also be disqualified for a suitable period as decided by the Karnataka Geo-Spatial Data Centre.

Karnataka Geo-Spatial Data Centre reserves the right to blacklist a Bidder for a suitable period in case he fails to honor his Bid without sufficient grounds.

TERMS AND CONDITIONS

Rates / Prices

- 1.** Rates quoted or rates to be finally approved/accepted by the Institute, shall be valid for the whole of the period of Contract and no upward revision will be allowed during the period of Contract under any circumstances.

The rates quoted for AMC Services shall be inclusive of manpower, tools and tackle, excluding spares, routine servicing and maintenance of computers etc., complete in all respects as per scope of work. Nothing extra shall be payable on any account for providing AMC services.

2. Performance Security Deposit (PSD)

The Successful Tenderer will be required to furnish a Performance Security Deposit (PSD) of Rupees 10% of quoted bid amount (rounded off to next nearest hundred rupees) **within 7 days** on receipt of Award Letter to ensure due performance of the Contract.

PSD shall be in the form of (i) Deposit Receipt from a Scheduled / Nationalized Bank or (ii) Bank Guarantee from a Scheduled / Nationalized Bank in favour of Establishment & Accounts Officer, KGDC, Survey of India, Bengaluru. The Security Deposit in any other form will not be accepted under any circumstances.

The PSD will be refunded only after the Successful and satisfactory completion of the Contract within 30 days from the date of termination of contract. EMD will be refunded to the Successful Bidder on receipt of Performance Security Deposit.

PSD can be withheld or forfeited in full or in part, if during the period of Contract, the services of Service Provider are found to be unsatisfactory in any respect, and / or if any of the conditions of the Contract is contravened / breached. The decision of this Directorate in this regard shall be final and binding on the Service Provider.

3. Change in quantity

This Directorate also reserves the right to add or exclude into the Contract additional number of computer systems & / or peripherals during the currency of the Contract for the purpose of maintenance on the same approved Rates and the same Terms & Conditions. The contractual charges payable will be modified accordingly.

4. Penalty

In case, Computers and its peripherals remain either unattended or defective even after the specified downtime for want of repairs / replacements, etc. or due to fault / negligence of the Service Provider or its Service Engineers, a deduction of Rs. 100/- per day and per

Computer / peripheral will be made towards penalty from out of the contractual charges payable for the maintenance, etc.

5. Force Majeure

If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war of hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall be reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the Karnataka Geo-Spatial Data Centre as to whether the services have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

6. Termination for Default

Karnataka Geo-Spatial Data Centre may, without prejudice to any other remedy for breach of Contract, by written Notice of default, send to the Service Provider, terminate the Contract in whole or in part and forfeit the Security Deposit, if

- (a) the Service Provider fails to cope up with the workload or does not render satisfactory services or dishonor the Contract in any way;
- (b) the Service Provider fails to perform any other obligation(s) under the Contract; and
- (c) the Service provider, in either of the above circumstances, does not remedy his failure within a period of 15 days after receipt of the default notice from Karnataka Geo-Spatial Data Centre.

7. Termination for Insolvency

Karnataka Geo-Spatial Data Centre may at any time terminate the Contract by giving written notice to the Service Provider without any compensation. If the Service Provider becomes bankrupt or otherwise insolvent as declared by the Competent Court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Karnataka Geo-Spatial Data Centre.

8. Settlement of disputes

All disputes, differences and questions arising out of or in any way touching or concerning this agreement or subject matter thereof or the representative rights, duties or liability of the parties shall be referred to the sole arbitration of the Director, Karnataka Geo-Spatial Data Centre or any person nominated by him/her. The Arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996. The Arbitrator shall be entitled to extend the time of Arbitration Proceedings with consent of the parties. No part of the Agreement shall be suspended on the ground of pending Arbitration Proceedings.

9. Mode of Payment

The Contractual charges payable for the maintenance of Computer and its peripherals will be released on Quarterly / Half Yearly Basis on the basis of satisfactory performance of the Service Provider during the respective periods. For this purpose, the Service Provider should submit pre-receipted Bill / Invoice of their claim after completion of every Quarter / Half Yearly. Payment will be made direct to the service provider through **RTGS/NEFT (Electronic Mode) only**. No request for other mode of payment will be entertained. **No advance payment will be made in any case.**

10. Agreement

Service Provider must have to abide by the Rules / Clauses of Tender Document during the period of Contract. The Successful Bidder shall also have to enter into an Agreement with the Directorate for the "Service Maintenance" on the Terms & Conditions stipulated in the Tender Document (as per Annexure-VIII).

Initially, the Contract will remain in force for a period of One Year from the date of Award. The Karnataka Geo-Spatial Data Centre, however, reserves the right to review the performance of the Service Provider whenever a need arises, and also to terminate the Contract at any point of time during the currency of the Contract in case the performance and the service rendered by the Service Provider is found to be unsatisfactory. The decision taken by the Karnataka Geo-Spatial Data Centre in this regard shall be final and binding upon the Service Provider.

11. General / Others

The Bidders will be bound by the details furnished by him / her to this Directorate, while submitting the Tender or at subsequent stage. In case, any of such Documents furnished by him / her is found to be false at any stage, it would be deemed to be a breach of terms of the Contract making him / her liable for **legal action besides termination of Contract.**

In no circumstances, the Firm shall appoint any Sub-Contractor or sub-lease the Contract. If it is found that the Contractor has violated these Conditions, the Contract will be terminated forthwith without any Notice and Performance Security will be forfeited.

At the end of the Contract period, the Service Provider shall demonstrate satisfactory functioning of all the Computers and its peripherals to the competent authority / committee to be appointed by the Director of this office.

The Computers and its peripherals shall be taken over for Maintenance Contract on as and where installed basis.

12. Consumers (Directorate) Rights

This Directorate reserves the right to accept / reject any or all the Bids in whole or in part and annul the Bidding process without assigning any reason whatsoever.

This Directorate reserves the right to award the Contract to more than one Bidder.

This Directorate reserves the right to relax / withdraw any of the Terms and Conditions mentioned in the Tender Document so as to overcome any problem encountered during the selection of the Bidders and also during the course of the execution of the contract.

If a firm after award of the Contract violates any of the Terms and Conditions, fails to honour it's Bid without sufficient grounds and within reasonable time it shall be liable for blacklisting for a suitable period. Bid Security / Performance Security shall be forfeited.

INSTRUCTIONS FOR ONLINE BID SUBMISSION

The Bidders are required to submit soft copies of their Bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the Bidders in registering on the CPP Portal, prepare their Bids in accordance with the requirements and submitting their Bids online on the CPP Portal.

More information necessary for submitting online Bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal ([URL: https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app).) by clicking on the link "**Online Bidder Enrollment**" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the Bidders will be required to choose a unique username and assign a password for their Accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the Bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a Bidder. Please note that the Bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidders then, log in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENT

- 1) There are various search options built in the CPP Portal, to facilitate Bidders to search active Tenders by several parameters. These parameters could include Tender ID, Organisation Name, Location, Date, Value, etc. There is also an option of advanced search for Tenders, wherein the Bidders may combine a number of search parameters such as Organisation Name, Form of Contract, Location, Date, Other keywords, etc., to search for a Tender published on the CPP Portal.
- 2) Once the Bidders have selected the Tenders they are interested in, they may download the required documents / Tender Schedules. These Tenders can be moved to the respective "My Tenders" folder. This would enable the CPP Portal to intimate the Bidders through SMS / e-mail in case there is any Corrigendum issued to the Tender Document.
- 3) The Bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any Corrigendum published on the Tender Document before submitting their Bids.
- 2) Please go through the Tender Advertisement and the Tender Document carefully to understand the Documents required to be submitted as part of the Bid. The number of Documents-including the Names and Content of each of the Documents that need to be submitted. Any deviation from these may lead to rejection of the Bid.
- 3) Bidder, in advance, should get ready the Bid Documents to be submitted as indicated in the Tender Document / Schedule and generally, they can be in PDF / XLS / RAR / DWF / JPG formats. Bid Documents may be scanned with 100 dpi with Black and White option which helps in reducing size of the Scanned Document.
- 4) To avoid the time and effort required in uploading the same set of Standard Documents which are required to be submitted as a part of every Bid, a provision of uploading such Standard Document (e.g. PAN card copy, Annual Reports, Auditor Certificates etc.) has been provided to the Bidders. Bidders can use "My Space" or "Other

Important Documents" are available. These Documents may be directly submitted from the "My Space" are while submitting a Bid, and need not be uploaded again and again. This will lead to a reduction in the time required for Bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for Bid submission so that they can upload the Bid in time i.e., on or before the Bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The Bidder has to digitally sign and upload the required Bid Documents one by one as indicated in the Tender Document.
- 3) Bidder has to select the payment option as "offline" to pay the Tender Fee / EMD as applicable in the Tender Document.
- 4) Bidder should prepare the EMD as per the instructions specified in the Tender Document. The original should be posted / couriered / given in person to the concerned official, latest by the last date of Bid submission or as specified in the Tender Documents. The details of the DD / any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during Bid submission time. Otherwise the uploaded Bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their Financial Bids in the format provided and no other format is acceptable. If the Price Bid has been given as a standard BoQ format with the Tender Document, then the same is to be downloaded and to be filled by all the Bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the Bidder). No other cells should be changed. Once the details have been completed, the Bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the Bidder, the Bid will be rejected.
- 6) The Server Time (which is displayed on the Bidders' dashboard) will be considered as the Standard Time for referencing the deadlines for submission of the Bids by the Bidders, opening of Bids, etc., the Bidders should follow this time during Bid submission.

- 7) All the documents being submitted by the Bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of Bid opening. The confidentiality of the Bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any Bid Document that is uploaded to the Server is subjected to symmetric encryption using a System Generated Symmetric Key. Further this key is subjected to asymmetric encryption using buyers / Bid openers public keys. Overall, the uploaded Tender Documents being readable only after the Tender opening by the Authorized Bid Openers.
- 8) The uploaded Tender Documents become readable only after the Tender opening by the Authorized Bid Openers.
- 9) Upon the successful and timely submission of Bids (i.e., after Clicking "Freeze Bid Submission" in the Portal), the Portal will give a successful Bid submission message & a Bid summary will be displayed with the Bid No. and the date & time of submission of the Bid with all other relevant details.
- 10) The Bid Summary has to be printed and kept as an acknowledgement of the submission of the Bid. This acknowledgement may be used as an entry pass for any Bid Opening Meeting.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the Tender Document and the Terms and Conditions contained therein should be addressed to the Tender Inviting Authority for a Tender or the relevant Contact person indicated in the Tender.
- 2) Any queries relating to the process of Online Bid Submission or queries relating to CPP Portal in general may be directed to the 24X7 CPP Portal Helpdesk.

TECHNICAL BIDS DATA SHEET

INFORMATION AND DOCUMENTS TO BE SUBMITTED

- 1 Name of the Tenderer Firm/Agency/Company:
- 2 Address of the Tenderer Firm/Agency/Company:
.....
- 3 Contact details of the Tendering Firm/Agency:
 - (a) Tel. No. with STD (O).....
 - (Fax) (R).....
 - (b) Mobile No.....(c) e-Mail..... (d) Website.....
- 4 Name of Proprietor/Partners/Directors of the firm/agency:
.....
- 5 Bidder's bank Details:-
 - (i) Name of Account Holder:
 - (ii) Complete A/c No. (Current/Saving).....
 - (iii) Name of Bank
 - (iv) Name of Branch with complete Address
 -
 - (v) IFS Code of Branch
 - (vi) 9 Digit MICR Code of Branch

(Attach one copy of cancelled cheque leaf after cutting the cheque number).
- 6 Details of Earnest Money Deposit (EMD).....
.....
- 7 Proof for being an Indian Company/Firm engaged in providing Maintenance Services for Computer and its peripherals in Bengaluru/Bengaluru and having its Office (Head Office/ Regional/Branch Office in Bengaluru/Bengaluru.
- 8 Registration certificate as per existing norms (indicating the Legal Status– Company/Partnership Firm/Proprietorship Concern, etc.).....
- 9 GST and PAN Card Registration Certificates.....
10. Income Tax Returns filed for the Last Two Assessment Years (2018-19 and 2019-20).....
11. Profit & Loss Account Statements for the Last Two Financial Years (2017-18 & 2018-19).....

12. Proof of having minimum **Two years** experience of providing After Sale Service / Maintenance of Computers and its peripherals to Departments / Ministries of the Government of India / PSUs / Autonomous Bodies located in Bengaluru / Bengaluru (one copy of FSMA Papers signed with Government of Department / PSUs/Autonomous Bodies during each of the Last Two years should be enclosed, i.e, 2017 & 2018)
 13. Price Bid Undertaking (Annexure-IV).....
 14. Tender Accepting Letter (Annexure-V).....
 15. Declaration regarding Blacklisting or otherwise. (Annexure-VI).....
 16. Letter of Authorization for attending the Bid Opening (Annexure-VII);
 17. Any other information:
-

I/we certify that the information furnished above is true and correct. The Terms and Conditions are acceptable to us.

Dated.....

Name & Address of Firm.....
Authorized Signature & Seal of the Firm

ANNEXURE-III**PRICE BIDS (SCHEDULE OF RATES)**

The below mentioned Financial Proposal / Commercial Bid Format (for reference purpose only – not to be filled and submitted in hard copy with Technical Bid) is provided as along with this Tender Document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this **V3.1 BOQ AMC Computer.xls** as it is and quote their Offers / Rates in the permitted column and upload the same in the Commercial Bid. **Bidders shall not tamper / modify downloaded price Bid template in any manner.** In case the same is found to be tempered / modified in any manner, the Tender will be completely rejected and EMD would be forfeited and Tenderer is liable to be banned from doing business with Karnataka Geo-Spatial Data Centre.

Sl. No.	Make / Brand	Model	No. of Units ^	AMC Charges per unit (Rs.)	GST (Rs.), If any.	Total Rs. in figures	Total in Words (Rs.)
I - Computers & work Stations							
1.	HCL	Intel Core 2 Duo	26				
2.	HP	Prolant ML350G5 Intel Xeon 2.3	01				
3.	Wipro	Net Power-Intel Xeon 2.33	01				
4.	Dell	Precision Work station – Intel Xeon (R) CPU 2 Processor	02				
5.	Dell	Precision Work station – Intel Xeon (R) CPU ES 5630 Processor	03				
6.	HP	Compaq Dual core 2.8	30				
7.	HCL	Infinity Intel Dual Core 2.8	17				
8.	HP	Compaq Elite 8300 – Intel Core i7 3.4	12				
		Total	92				
II - Printer							
1.	HP	Laser Jet P1007 Mono Colour	04				
2.	HP	Laser Jet P1108 Mono Colour	02				
3.	HP	LaserJet 1020+ Mono Colour	01				
4.	HP	F2235 Mono Colour	02				
5.	HP	F2235 Mono Colour – All in one	02				
6.	HP	SE1410 – All in One	01				
7.	Canon	LBP 2900	01				
8.	-	Dot Matrix Printer	01				
		Total	15				
III - Uninterrupted Power Supply Units							
1.	Techer	5KVA	04				
2.	TVS	3KVA	06				
IV - Plotter and Scanner							
1.	HP Plotter	HP Design Jet-T1300	01				
2.	Contex Scanner	HD 4230	01				
V – Local Area Network							
1.	Entire LAN (incl Network Switches, cables & other fixings; Configuration & maintenance of domain controller and active directory of existing domains;		01				

^The number of Computers etc. for 'Annual Maintenance Contract' is liable to vary/change from time to time.

PRICE BID UNDERTAKING

(To be given on Company Letter Head)

From

(Full name and address of the Bidder)

.....
.....

To,

The Director
Karnataka Geo-Spatial Data Centre,
Survey of India, Sarjapur Road,
Koramangala 2nd Block,
Bengaluru – 500 034.

Dear Sir / Madam,

I / We submit the Price Bid for
.....and related activities as
envisaged in the Bid Document.

2. I / We have thoroughly examined and understood all the Terms and Conditions as contained in the Bid Document, and agreed to abide by them.

3. I / We offer to work at the Prices / Rates and applicable Taxes as indicated in the Financial Bid (BoQ).

Yours faithfully,

Signature of authorized
Representative

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date :.....

To,

The Director,
Karnataka Geo-Spatial Data Centre,
Survey of India, Sarjapur Road,
Koramangala 2nd Block,
Bengaluru -500 034.

SUB : TENDER ACCEPTANCE LETTER – REG.

Ref : Your Tender enquiry letter No. S- 766/15-C-4(COMP), dt.11 /12/2019

Dear Sir,

I / We have downloaded / obtained the Tender Document(s) for the above mentioned Tender reference above from the Website(s),namely, www.surveyofindia.gov.in and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, <https://eprocure.gov.in/epublish/app>.

2. I / We hereby certify that I / we have read the entire Terms and Conditions of the Tender Documents from Page No.to (including all Documents like Annexure (s), Schedule(s), etc.), which form part of the Contract Agreement and I / we shall abide hereby by the Terms and Conditions / Clauses contained therein.

3. The Corrigendum(s) issued from time to time by your Department / Organization too have also been taken into consideration, while submitting this Acceptance Letter.

4. I / We hereby unconditionally accept the Tender Conditions of above mentioned Tender Document(s) / Corrigendum(s) in its totality / entirely.

5. I / We certify that all information furnished by our Firm is true and correct and in the event that the information is found to be incorrect / untrue or found violated, then your Department / Organization shall without giving any Notice or reason therefore or summarily reject the Bid or terminate the Contract, without prejudice to any other rights or remedy including the forfeiture of the full said Earnest Money Deposit absolutely.

Yours faithfully,

(Signature of the Bidder, with Official Seal)

DECLARATION

(To be given on Company Letter Head)

To

The Director,
Karnataka Geo-Spatial Data Centre,
Sarjapur Road, Koramangala 2nd Block,
Bengaluru – 500 034.

Dear Sir,

I / We have read and understood the contents of the Tender and agree to abide by all the Terms and Conditions of this Tender.

2. I / We also confirm that in the event of my / our Tender being accepted, I / we hereby undertake to furnish Performance Security, as applicable, in the format to be provided by your office as per-condition for obtaining the Work Orders.

3. I / We further undertake that none of the Proprietor / Partners / Directors of the Firm was or is Proprietor or Partner or Director of any Firm with whom the Government have blacklisted / banned / suspended business dealing. I / We further undertake to report to the Karnataka Geo-Spatial Data Centre, Survey of India, Bengaluru immediately after we are informed but in any case not later than 15 days, if any Firm in which Proprietor / Partners / Directors are Proprietor or Partner or Director of such a firm which is blacklisted / banned / suspended in future during the currency of the Contract with you.

Yours faithfully,

(Signature of the Bidder)

Name:

Date:

Designation with Seal of the Firm

ANNEXURE -VII

LETTER OF AUTHORIZATION FOR ATTENDING THE BID OPENING

(To be given on Company Letter Head)

Subject: Authorization for attending the Tender Opening on
..... of the Tender for supply of
.....

Following person is hereby authorized to attend the Bid opening for
the Tender mentioned above on behalf of M/s.....
(Name of the Bidder)

Name

Specimen Signature

Alternate representative

Signature

Name Specimen

Signature of the Bidder

Or

Officer Authorized to sign the Bid Documents on
behalf of the Bidder

DRAFT SPECIMEN AGREEMENT

1. This Agreement is made on this the _____, Two Thousand Twenty between the President of India acting through Ministry of Science & Technology, Department of Science & Technology and represented by Karnataka Geo-Spatial Data Centre, Survey of India hereinafter referred to as "Directorate" on the one part and XXX. And its heirs / successors, with registered office, _____ . At hereinafter referred to as "XXX" for the other part for the post warranty Annual Maintenance services for the computer systems and their respective associated peripherals installed.

2. Definitions

The following terms as mentioned in this agreement shall have the following Definitions.

Directorate : This shall mean Karnataka Geo-Spatial Data Centre, Survey of India the agency, which is executing this agreement.

MA : This means Maintenance Agency which is responsible for maintaining the Computers & Peripherals at KGDC, Survey of India.

Equipment : This shall mean each of computer hardware, peripherals and UPS as listed in **schedule I** and cover under this agreement.

Equipment Description: This shall mean the details of equipment set forth in **schedule I** of this agreement.

Day : This shall mean 24 hours for the purpose of this agreement.

Maintenance Agreement: This shall mean Agreement for post warranty maintenance valid between Karnataka Geo-Spatial Data Centre, Survey of India, Bengaluru and XXX located at Bengaluru.

Quantities : This shall mean quantities of equipment as specified in **schedule I**.

Sub- system : The entire equipment has been grouped into sub-systems. The sub system will be considered, as down if the sub system or any part of it is not functional.

Down Time : It is the total down time obtained by adding down time for each sub- system for each calendar month during the year.

3. SCHEDULE TO THE AGREEMENT

The following Schedule forms a part of this agreement. Schedule I- Configuration of different sub-system.

4. SCOPE AND TERMS OF AGREEMENT

This agreement is for the Hardware maintenance of the Equipment Specified in the Schedule I.

This agreement shall come in force for a period of one year with effect from _____ . The first or any subsequent annual renewal shall not take place if notice for discontinuation of service in writing is given by either party to other at least three months in advance. It shall be open to either party to terminate this agreement any time during the currency by giving three months notice to the other party in writing, or pay a sum equivalent to three months maintenance charges in lieu thereof. The contract period can also be extended for another year with the mutual consent of both the parties on the same terms and conditions. Before taking the equipment under the maintenance the acceptance test will be carried out by XXX in the presence of a representative of this Directorate. XXX & Directorate would detail criteria for acceptance and time duration of the test out. XXX shall confirm taking over of the systems in writing to this effect.

The terms and conditions of this agreement shall also govern the equipment added subsequently to the system.

This Directorate offers shall be free to observe maintenance work by XXX engineer to gain practical Knowledge of the equipment of the system. Such observation will however, not be allowed to interface with XXX's maintenance schedule.

5. MAINTENANCE

XXX shall be responsible for all the 24 hours on all days of the year. However their service engineers will be physically present in the site for the Computers and its peripherals listed in the schedule from 9.00 A.M. to 5.30 P.M. Monday to Friday to keep the Computer in perfect working order. The service consists of preventive and corrective maintenance and includes carrying out of the necessary repairs and fitting of replacement parts. Replaced parts except **HDD** become the property of XXX. Components / spare part consumed by XXX from this Directorate stock of spares would be reimbursed to this Directorate by XXX. The Maintenance service does not include:

- (a) Electrical work external to the Computer and its peripherals or maintenance of electrical wiring not forming the part of equipment. XXX ensures timely notice to this Directorate for change of external connection and rectification of malfunction devices.
- (b) Repair of damage resulting from accidents, transportation, neglect or misuse attributed to electrical power, air conditioning or humidity control beyond specified norms or causes other than ordinary use.
- (c) Furnishing plates, supplies or accessories, painting or refinishing the Computers or furnishing material thereof, making unauthorized specification changes or performing service connected with relocation equipment or adding or removing accessories, attachment of other devices.
- (d) Such service which is impractical for XXX representative to tender because of alterations unauthorized by Main the equipment of then connections by Mechanical or electrical means to another of device.
- (e) Magnetic media like magnetic disk packs, cartridges, floppy diskettes, magnetic tapes, tape cartridges and cassettes, CDRom's.
- (f) Accessories like spools, take-up reels containers, straps, write protect rings etc.
- (g) Stationary items including carbon papers and paper tapes.
- (h) Consumables like print heads, ribbons, daisy wheels, ribbon cartridges, ink, electronic print heads, scanners, (Print head), lenses (glass) fusers, plotter pens, printer head unit, picture tubes, and transparency films.
- (i) Non-functional parts like covers, casters, stand etc.

If this Directorate requires service of occasional nature outside what is agreed upon under sub cause 5.1 above. The XXX shall end over to provide maintenance service at XXX's hourly rate in force at that time. There is a minimum charge of Two hours per man per call.

A schedule of preventive maintenance would be drawn up by XXX in consideration with this Directorate and adhered to.

Antivirus to be put on computers must be effective.

Experienced and competent Service Engineer to be deputed **XXX** will stock at their expenses at a desired level necessary spares, tools, test equipments etc. At the installation site / **XXX**'s office in addition to the spares, tools test equipment in stock with this Directorate. **XXX** will maintain inventory of the spare parts at a desired level.

XXX will have free access to the spares parts, tools & tests equipment in stock with this Directorate. **XXX** would use these spare parts, in case the same are required for the maintenance by **XXX** to this Directorate at their book value.

CALCULATION OF SYSTEMS AVAILABILITY

Systems availability shall be calculated as under:

24 hours X No. days in a month (-) system down time.....X 100

2 hours X No. Days in a month.

For any break down reported after 5.30 pm on a working day or at any time on a holiday the down time will start from 9.00 am of the following working day.

6. LIQUIDATED DAMAGES

Should the availability level drop **below 95%** in any one month period, liquidated damages for that month will be at the rate **1.2 %** of the monthly maintenance charges for every percent drop in the availability below 95%. If **XXX** fails to set right certain equipment within a period of 90 days, this Directorate shall be free to get the equipment rectified / required from the market and costs for the same will be recovered from the maintenance charges to be made to **XXX** by this Directorate.

A logbook shall be maintained at site, which will have record of breakdown and other relevant information for each equipment. The logbook will be signed by **XXX** engineer at the site as well as an authorize representative of this Directorate at site. The record maintained in the logbook would form the basis for computing the system availability.

7. PAYMENTS

This Directorate shall pay to **XXX** rendering the maintenance services as per this agreement a sum of Rs. _____ / - (Rupees. _____ Only) per annum configuration as per schedule-I.. Payment will be made in **four equal** installments for **3 months** each on completion of such period of the contract.

XXX shall submit the bill / invoice for maintenance charges in advance for a period of 3 (three) months at a time and the payment shall be made to **XXX**. The Bank Guaranty of **10 %** of the contract Value will cover liquidated damages, if any, as per clause 6. The actual value towards the damage will be recovered by this Directorate from Performance security deposit / bank guaranty.

If any payment remains outstanding for more than sixty days from the due date or the date of the receipt of the bill from **XXX** (whichever is later), **XXX** shall, without prejudice to all its other rights and remedies, have the right to withhold the maintenance service without notice.

A security deposit of **Rs.** /- (Rupees-_____) will be made by M/S _____ at the time of agreement / payment.

8. CHARGES

If carrying out of repairs or fitting of replacement are necessitated by this Directorate or any third party's fault except in case of repairs as mentioned in clause 5.1, XXX shall be entitled to make an additional charge and / or to refuse the maintenance service agreed to be rendered under this agreement.

The charges specified are in respect of the features installed on the equipment the date of commencement of the agreement. Additional charges shall be made on features installed subsequently.

9. CARE OF THE EQUIPMENT

This Directorate at its own expense shall give XXX full access to the Computer to enable XXX to provide maintenance service, make available to the representative of XXX appropriate staff who are familiar with the operation of the equipment and provide suitable working space and facilities and suitable safe storage for maintenance of equipment and spare parts.

The equipment shall be moved by XXX as per requirement of this Directorate within the office.

Where XXX consents to the movement of the equipment, XXX alone shall be entitled to move the equipment from the place of original installation to a different place or location if so desired by this Directorate, provided 30 days written notice in advance is given in that behalf by this Directorate to M/S _____.

All costs , charges and expenses in respect of moving the equipment including costs, charges and expenses for dismantling, reinstallation testing and commissioning on actual material and effort basis shall be payable by this Directorate.

No maintenance charge shall be paid by this Directorate to XXX during the period of movement of the equipment. XXX will be entitled to revise its maintenance charge to include the additional costs for providing maintenance service at the location other than the same station to which the equipment is moved.

10. CONDITIONS FOR DECLARING AND EQUIPMENT NOT MAINTAINABLE DURING THE PENDENCY OF AMC

An equipment which, after a minimum of three months efforts by the maintenance agency, is still not functioning on account of obsolescence / non availability of spare parts, can be taken out from the AMC with mutual consent of both the parties subject to a proof of obsolescence / non availability of spare parts being made available from the manufacturing agency by XXX. Penalty will cease from the date it is struck off from the AMC and accordingly the overdue AMC charge will be recalculated.

11. ALTERATION

This Directorate agrees not to use additional attachments, features and devices on, or make changes or alterations to equipments maintained by without prior consent of XXX. Such consent shall not be unreasonably withheld by XXX.

12. RISK OF LOSS ON DAMAGES

XXX will be responsible for, indemnity and hold harmless this Directorate, its Offices, employees or agents from claims, liabilities, costs, damages and expenses of every kind and nature resulting from personal injury, including fatal injury, diseases, to any person employed by XXX or its subcontractor arising out of or in connection with the performance of this Agreement whether or not the negligence to such personal injury.

This Directorate will be responsible for indemnity and hold harmless XXX, its officers, Employees, costs, damages, and expenses of every kind and nature arising out of or in connection with the performance of XXX whether or not the negligence or breach of duty of XXX, its offices, employees, subcontractors or agents caused or contributed to claims, liabilities, costs, damages and expenses as aforesaid.

This Directorate and XXX will no event be liable to one another for loss of Revenue, profit or anticipated profit.

XXX will in no event be liable to this Directorate for consequential damage, liability or Loss of any kind not falling within clause 12.2 hereof.

13. SECURITY, HEALTH AND SAFETY

XXX will ensure that its staff employed to carry out the obligation of this agreement are fully qualified in their particular field of activity and have been instructed in the safety procedure relevant to the work envisaged.

XXX will instruct all relevant staff to familiarize themselves with and abide by all security and safety rules and regulations of this Directorate applicable at its installation site. Police, character and antecedent verification shall have to be done by XXX for their staff responsible for maintaining this Directorate equipment. No data will have to be copied / transferred to other system or taken out of office without permission of Director, KGDC. For prosecution DST will be final authority.

14. NOTICES

Any notice required or permitted hereunder will be effective when received by the party to be charged with notice, and will be sent to this Directorate or XXX at the addresses mentioned in clause I of this agreement or such other person or address as may have been furnished to this Directorate or XXX in writing.

15. ASSIGNMENT

This Directorate shall not assign this agreement or any part thereof and any benefit there under without XXX's written consent.

16. CONDITIONS OF TERMINATION OF AMC ON PART OF XXX

- (a) All equipment listed in schedule I, except the equipment declared not maintainable as per clause 10.0, are handed over in functional state and accepted as such by this Directorate.
- (b) A No dues certificate issued by XXX to this Directorate regarding financial and legal liability.
- (c) A No-claim certificate is issued by this Directorate to XXX regarding financial and legal liability.

17. ARBITRATION

In the event of any dispute or difference relating to the interpretation and application of the provisions of the agreement such dispute or difference shall be referred by either party to the arbitration of one of the arbitrators in the Department of public Enterprises to be nominated by the Secretary to the Government of India in charges of the Bureau of public Enterprises. The Arbitration Act, 1940 shall be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the parties to dispute, provided; however, any party agreed by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law when so authorized Law Secretary, whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

18. FORCE MAJEURE

Neither this Directorate nor XXX shall be liable to other for any delay in or failure of performance of their respective obligations under this agreement caused by occurrences beyond control of this Directorate or XXX because of Fire, Floods, Power, Acts of God, Acts of public enemy, wars, insurrection, riots, strikes, lockouts, sabotage and law, statute, or ordinance, order, action or regulations of the Government or any agencies thereof or any local authority or any compliance therewith, any other causes, contingencies or circumstances similar to the above.

Either party shall promptly but not later than 30 days thereafter notify the other to the commencement and cessation of such contingency, and if such contingency continues beyond 6 months both parties agree to discuss and agree upon an equitable solution for termination of this agreement, or otherwise decide the course of action to be adopted.

The respective obligation of parties shall be extended for the period of Force majeure provided notices as required above are given in time and the contingency established if so required by the other part.

19. ENTIRE AGREEMENT

The agreement between the parties shall consist of this agreement and

the schedule attached hereto, executed in the English language in duplicate. The several documents forming the Agreement between the parties including the schedule hereto are to be taken as mutually explained to one another.

The documents comprising this Agreement contain the entire Agreement between the parties hereto and support and cancel all previous negotiations, writings, commitments or agreements between the parties in respect of subject matter hereof. Except as provided herein, this agreement may not be released, charged, abandoned, changed or modified in any manner, orally, or otherwise, except by an instrument in writing signed by duly authorized officers or representatives of each of the parties hereto.

The invalidity or unenforceability of any terms or provisions of this agreement shall not affect the validity of enforceability of the remaining terms and provisions which shall remain in full force and effect unless such invalidity or unenforceability does substantially alter the underlying intent of this agreement or where the invalid or unenforceable provisions comprise an integral part or of are otherwise inseparable from the remainder of this agreement.

Both parties agree to provide all reasonable assistance for the implementation of this agreement.

Periodic senior level meetings at the systems site will be held between XXX & this Directorate to ensure maintenance of employment as per this agreement.

In case of any dispute shall be jurisdiction of Bengaluru Court.

Agreed to

Agreed to

Survey of India on the
Behalf of the President of India

XXX

Witness:

Witness:

SCHEDULE-I

Total No .of Computer Systems Nos & scheme for Charges for: **(for reference purpose only – not to be filed in BoQ.xls only)**

Sl. No.	Make / Brand	Model	No. of Units ^	AMC Charge per unit (Rs.)	GST (Rs.), If any.	Total Rs. in figures	Total in Words (Rs.)
I - Computers & work Stations							
1.	HCL	Intel Core 2 Duo	26				
2.	HP	Prolant ML350G5 Intel Xeon 2.3	01				
3.	Wipro	Net Power-Intel Xeon 2.33	01				
4.	Dell	Precision Work station –Intel Xeon (R) CPU 2 Processor	02				
5.	Dell	Precision Work station – Intel Xeon (R) CPU ES 5630 Processor	03				
6.	HP	Compaq Dual core 2.8	30				
7.	HCL	Infinity Intel Dual Core 2.8	17				
8.	HP	Compaq Elite 8300 – Intel Core i7 3.4	12				
		Total	92				
II - Printers							
1.	HP	Laser Jet P1007 Mono Colour	04				
2.	HP	Laser Jet P1108 Mono Colour	02				
3.	HP	LaserJet 1020+ Mono Colour	01				
4.	HP	F2235 Mono colour	02				
5.	HP	F2235 Mono colour – All in one	02				
6.	HP	SE1410 – All in One	01				
7.	Canon	LBP 2900	01				
8.	-	Dot Matrix Printer	01				
		Total	15				
III - Uninterrupted Power Supply Units							
1.	Techer	5KVA	04				
2.	TVS	3KVA	06				
IV - Plotter and Scanner							
1.	HP Plotter	HP Design Jet-T1300	01				
2.	Contex Scanner	HD 4230	01				
V – Local Area Network							
1.	Entire LAN (incl Network Switches, cables & other fixings; Configuration & maintenance of domain controller and active directory of existing domains;		01				

