



Ministry of Culture  
Government of India



## **NATIONAL COUNCIL OF SCIENCE MUSEUMS**

(MINISTRY OF CULTURE, GOVT OF INDIA)

33, BLOCK GN, SECTOR V

BIDHAN NAGAR

KOLKATA – 700091

### **e-TENDER DOCUMENT**

FOR

**Comprehensive Annual Maintenance Contract (CAMC) of  
Computers/Projectors/Displays/Printers/ Scanner/ UPS/ Network devices etc.  
at National Council of Science Museums for a period of 1(one) year.**

AT

## **NATIONAL COUNCIL OF SCIENCE MUSEUMS**

KOLKATA – 700091

## INDEX

<b>Sl.No.</b>	<b>Nomenclature</b>	<b>Page No(s).</b>
1.	Disclaimer and Disclosures	3
2.	Tender schedule	4
3.	General Information and Instructions	6-12
4.	Section II : General Instructions to tenderer (GIT)	13-19
5.	Section III : General Conditions of the contract (GCC)	20-24
6.	Section IV : Special conditions of contract (SCC)	25-27
7.	Section V : Scope of Work	28-29
8.	The Declaration as per Annexure C	30
9.	Format of Agreement	31-33
10.	Technical(Techno-Commercial) Bid as per Annexure D	34-35
11.	Check List	36

## **Disclaimer & Disclosures:**

NCSM, Kolkata has prepared this document to give background information on the captioned project to the interested bidders/agencies/contractors. While NCSM has taken due care in preparation of the information contained herein and believe it to be accurate, neither NCSM nor NGMA nor any of its authorities or agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

**The information is not intended to be exhaustive. Interested agencies/contractors are required to make their own inquiries and respondents will be required to confirm in writing that they have done so and they do not rely only on the information provided by NCSM in submitting the Request for Proposal.** The information is provided on the basis that it is non-binding on NCSM/NGMA or any of its authorities or agencies or any of their respective officers, employees, agents or advisors.

NCSM/NGMA reserves the right not to proceed with the Project or to change the configuration of the Project, to alter the time table reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any bidder submitting the RFPs.

No contractual obligation on behalf of NCSM, whatsoever, shall arise from this RFP unless & until a formal contract is signed and executed by duly authorized officers of NCSM and the bidder in due course after invitation of tenders.

NCSM may modify any / all of the terms of this RFP process giving due notification through the NCSM's website ([www.ncsm.gov.in](http://www.ncsm.gov.in)).

**NCSM will not be liable for any costs incurred by the Bidders in the preparation of the RFP & its presentation.** The preparation of Bidder's proposal will be made without obligation by NCSM to acquire any of the items included in the Bidder's product, or to select any Bidder's proposal, or to discuss the reasons why a particular Bidder's proposal is accepted or rejected.

All information included by the bidders in their proposal will be treated in strict confidence.

NATIONAL COUNCIL OF SCIENCE MUSEUMS  
SECTOR - V, BLOCK - GN, BIDHANNAGAR,  
KOLKATA - 700 091

**E-Tender Inquiry No. I-18015/2/22(198)**

**NOTICE INVITING TENDER**

On-line Bids are invited for Comprehensive on-site Annual Maintenance Contract of Computers, Projectors, Display, Printers, Scanner, UPS and Computer peripherals including network systems and MPS (Manpower Project Services). The interested vendors may download the tender papers from the Central Public Procurement Portal (CPPP): <https://eprocure.gov.in/eprocure/app> or from Council's Website <http://www.ncsm.gov.in> as per the following schedule :

**SCHEDULE:**

1	Bid Document Published Date	August 05, 2022	06.00 p.m.
2	Bid Document Download Start Date	August 05, 2022	06.00 p.m.
3	Bid Document Download End Date	August 24, 2022	12.00 noon
4	Bid Submission Start Date	August 05, 2022	06.00 p.m.
5	Bid Submission End Date & Time	August 26, 2022	12.00 noon
6	Earnest Money Deposit (EMD)	Rs. 25,000.00 (Rupees twenty five thousand only) Original EMD instrument shall be submitted by the bidder at <b>National Council of Science Museums, 33 Block GN, Sector V, Bidhan Nagar, Kolkata - 700091</b> on or before July 10, 2020 at 12 noon..	12 noon
7	Technical (Techno-Commercial) Bid Opening Date	August 29, 2022	12.00 noon
8	Financial Bid opening Date	<i>To be notified later</i>	

1. Tender document can be downloaded from Central Public Procurement Portal (CPPP) website "http://eprocure.gov.in" <https://eprocure.gov.in/eprocure/app> or from Council's Website <http://www.ncsm.gov.in>.
2. Submission of the Bid: This Tender is an e-Tender and bids are to be submitted through CPP Portal (<http://eprocure.gov.in>) only. Bids submitted in physical forms will be summarily rejected.
3. Details of Tender fee, EMD, submission of tender, etc. are indicated in the tender document.

*Name of Work: Comprehensive Annual Maintenance Contract (CAMC) of Computers/Projectors/Displays/Printers/ Scanner/ UPS/ Network devices etc. at National Council of Science Museums*

4. The online bid both Technical (Techno-Commercial) Bid and Financial bid duly furnished in Cover –I and Cover-II respectively should be uploaded by the due date and time as per the above schedule. The responsibility to ensure the same lies with the bidders.
5. In the event of any of the above mentioned tender opening date being declared as a holiday/ closed day for the purchase organization, the tenders will be opened on the next working day at the appointed time.
6. Aspiring bidders who have not enrolled/ registered in CPP portal are advised to enroll/ register before participating through the CPP Portal. The portal enrolment is free of cost.
7. NCSM reserve the right to amend / withdraw any of the terms and conditions in the Tender Documents or to reject any or all tenders without giving any notice or assigning any reason. NCSM also reserves the right to accept or reject any or all tenders in full or part without assigning any reason whatsoever. NCSM shall also not be bound to accept merely the lowest tender but the technical suitability, capability and superiority of the concept/ technology interface/system etc. shall be of prime consideration for selection of the appropriate set of concept/ technology interface /system collectively considered as a complete solution.

(Section Officer Stores & Purchase)  
National Council of Science Museums  
Kolkata

Date: 05.08.2022

**The due date for submission of tender is 12.00 noon on August 26, 2022.**

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NATIONAL COUNCIL OF SCIENCE MUSEUMS  
SECTOR-V, BLOCK-GN, BIDHANNAGAR,  
KOLKATA – 700 091.

**TENDER No.: I-18015/2/22(198)**

**General Information and Instructions**

1. The instruction given herein will be strictly binding on the tenderers and deviation, if any will make the tender or tenders liable to be considered invalid. Tenders incorporating additional conditions by the tenderer are liable for rejection.
2. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>  
Manual bids shall not be accepted.
3. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4 **Validity of Bids:** The Bids should remain valid for 180 days from the date of bid opening.
- 5 **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection. Conditional tenders will be rejected. Non- compliance of applicable General Information and Instruction in any section will disqualify the Bid.
6. The tenderers should have Digital Signature Certificate (DSC) for filling up the Bids. The Person signing the tender documents should be authorized for submitting the on line e-tender.
- 7 Bid should be submitted along with the **Earnest Money Deposit (EMD) of Rs.25,000.00 (Rupees twenty five thousand only)** by way of crossed Demand Draft/Pay Order/ Bank Guarantee drawn on any nationalized bank of India payable in favour of "NATIONAL COUNCIL OF SCIENCE MUSEUMS, KOLKATA". The EMD can also be submitted by ONLINE TRANSFER to the Bank Account of National Council of Science Museums (NCSM) as per details below (Bank charges shall be borne by the Bidder) :

**Bank Details of NCSM**

Name of Bank:	Indian Overseas Bank
Branch Address:	GN-34/2, Sector V, Salt Lake, Kolkata – 700091.
SB A/c No.	164201000000491
IFSC Code:	IOBA0001642

*Name of Work: Comprehensive Annual Maintenance Contract (CAMC) of Computers/Projectors/Displays/Printers/ Scanner/ UPS/  
Network devices etc. at National Council of Science Museums*

After fund transfer, the details such as UTR Number, date etc. shall be typed in the letter head of the Bidder and uploaded separately in Cover-I.

Earnest Money deposits in respect of such offers which are not accepted will be returned to the bidders within 30 working days from the date on which the final decision is taken about the source from which the items under tender are to be procured or within 2 (two) months from the date of the opening of the financial bids, whichever is earlier. No interest will be paid on the Earnest Money deposited with NCSM. Earnest Money deposit in respect of the successful bidders will be retained with NCSM until entire execution of the tendering process as per terms of the tender. However, Earnest Money Deposit in respect of successful bidder will be returned after successful submission of Security Deposit amount stipulated in tender document upon acceptance of the contract. No interest will be paid on the Earnest Money deposit with NCSM for successful bidder.

8. The Financial Bid (BOQ) shall be filled in and signed by the authorized signatory online as per Proforma “**Annexure-C**” available at Central Public Procurement Portal e-tender system website <http://eprocure.gov.in/eprocure/app>. Off line Financial Bid shall not be accepted.
  
9. Tender must be uploaded in two separate covers marked Cover-1 and Cover-2. The contents of Cover-1 and Cover-2 shall be as follows:-

Cover-1

General Instructions to Tenderers (GIT) (Section II), General Conditions of Contract (GCC) (Section III), Special Conditions of Contract (SCC) (Section IV) and Scope of Work (Section V) shall be duly signed & stamped as a token of acceptance and uploaded online by the bidder in Cover-1 along with the self attested and stamped scanned copies of the following documents:-

- i) Copy of the current and valid Trade License.
- ii) Copy of the current and valid GST Certificate.
- iii) Scanned copy of credentials of past experience/documentary evidence as specified in GIT (Clause no. 5 & 11.1)
- iv) Scan copy of DD / UTR number in case of online transfer for an amount of Rs. 25,000/- (EMD)
- v) Scanned copy of Annexure-C (Declaration) and documentary evidence regarding execution of latest contract of similar nature and magnitude of minimum single order value of Rs.10 Lakhs duly filled in signed and official stamp.

Cover-2

- i) The Financial Bid ( as per Annexure-C format) i.e. Schedule of Price Bid in the form of attached BOQ Proforma shall be duly filled in, digitally signed and uploaded online by the bidder.
  - ii) Scanned copy of **ANNEXURE - A** (Device Details) & **ANNEXURE - B** duly filled in with signed and official stamp
- 10 The authorities of National Council of Science Museums, who does not bind themselves to accept the lowest tender, reserves the right to reject or accept any or all tenders wholly or partially w i t h o u t assigning and reason whatsoever.



## Instructions for Online Bid Submission

1. 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.
2. More information useful for submitting online bids on the CPP Portal may be obtained at <https://eprocure.gov.in/eprocure/app>

### A. REGISTRATION

1. Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app> ) by clicking on the link “**Online Bidders Enrolment**” 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 may 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.

### B. SEARCHING FOR TENDER DOCUMENTS

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, Organization 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 Organization 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 bidders 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.

### C. PREPARATION OF BIDS

1. Bidders should take into account the original e-NIT/RFP and any subsequent 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. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
3. Bidders, 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 documents (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" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area 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.

### D. SUBMISSION OF BIDS

1. Bidders 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. Bidders will be responsible for any delay due to other issues.
2. The bidders have to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidders have to ~~to~~ pay the requisite Earnest Money Deposit (EMD) and enter detail of the instrument.
4. **Bidders should submit the EMD as per the instructions specified in the tender document. The original EMD instrument should be posted/couriered/given in person to NCSM, if submitted offline, latest by the last date of bid submission. The detail 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.**

**Name & Address to whom the DD is to be sent:**  
**Shri Abhijit Pal**  
**Section officer (Stores & Purchase)**

**Central Research & Training Laboratory  
National Council of Science Museums  
33, Block GN, Sector V, Saltlake, Bidhannagar,  
Kolkata 700 091**

**Bank details of NCSM (for submission of EMD online)**

**Name of Bank : Indian Overseas Bank  
Branch Address : GN 34/2, Sector V, Saltlake, Kolkata – 700091  
SB A/c No. : 16420100000491  
IFSC Code : IOBA0001642**

**Note:** After fund transfer, the details such as UTR Number, date etc. shall be typed in the letter head of the Bidder and uploaded separately in Cover-I.

5. A standard Price Schedule format (BOQ) has been provided with the tender document to be filled by all the bidders. 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 (rate quote sheet), open it and complete the (unprotected) cells with their respective financial quotes and other details (such as name of the bidders). No other cells should be changed. **In case no rate value is required to be quoted in any particular cell , that cell may be kept blank , figure '0' (zero) shall not be entered in such cell(s)** .Once the details have been completed, the bidders should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidders, the bid will be rejected.  
**In addition to the above a Cost Break-up/ Device Details strictly as per Annexure A shall be submitted in tabular format duly signed with official stamp.**
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 opener's public keys. Overall, the uploaded tender documents become 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 and a bid summary will be displayed with the bid number 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 meetings.

**E. ASSISTANCE TO BIDDERS**

1. Any enquiries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority.
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. The contact number for the helpdesk is 1800 233 7315.

	<b>SECTION II</b>
	<b>GENERAL INSTRUCTIONS TO TENDERERS (GIT)</b>
<b>A</b>	<b>PREAMBLE</b>
<b>1.</b>	<b>Definitions and Abbreviations</b>
<b>1.1</b>	The following definitions and abbreviations, which have been used in these documents shall have the meanings as indicated below:
<b>1.2</b>	<p>Definitions:</p> <ul style="list-style-type: none"> <li>(i) "Purchaser" means National Council of Science Museums, Kolkata</li> <li>(ii) "Tender" means quotation/ bids received from a firm/ supplier (and have same meaning as Bid).</li> <li>(iii) "Supplier" means the individual or the firm supplying the goods and services.</li> <li>(iv) "Goods" means all articles, material, commodity, furniture, fixtures, raw material, spares, instruments, machinery, equipment, assemblies, subassemblies, accessories, or such other category of goods or intangible products like software, technology transfer, licenses, patents or other intellectual properties purchased or otherwise acquired for the use of Government The term 'goods' also includes works and services which are incidental or consequential to the supply of such goods, such as, transportation, insurance, installation, commissioning, training and maintenance.</li> <li>(v) "Earnest Money Deposit" (EMD) means monetary guarantee to be furnished by a bidder along with its tender (and have same meaning as Bid Security).</li> <li>(vi) "Contract" means the written agreement entered into between the purchaser and the supplier together with all the documents mentioned therein and including all attachments, annexures etcetera therein.</li> <li>(vii) "Performance Security" means monetary guarantee to be furnished by the successful bidder for due performance of the contract placed on it. Performance Security is also known as Security Deposit.</li> <li>(viii) "Consignee" means the person to whom the services are required to be delivered as specified in the Contract. If the services are required to be delivered to a person as an interim consignee for the purpose of dispatch to another person as provided in the Contract then that "another" person is the consignee, also known as ultimate consignee.</li> <li>(ix) "Specification" means the document/ standard that prescribes the requirement with which product or service has to conform.</li> <li>(x) "Inspection" means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.</li> <li>(xi) "Day" means calendar day.</li> </ul>
<b>1.3</b>	<p>Abbreviations:</p> <ul style="list-style-type: none"> <li>(i) "TE Document" means Tender Enquiry Document (and have same meaning as Bid Document)</li> <li>(ii) "NIT" means Notice Inviting Tenders.</li> <li>(iii) "GIT" means General Instructions to Tenderers</li> <li>(iv) "GCC" means General Conditions of Contract (v) "SCC" means Special Conditions of Contract</li> <li>(vi) "DGS&amp;D" means Directorate General of Supplies and Disposals</li> <li>(vii) "PSU" means Public Sector Undertaking</li> <li>(viii) "DP" means Delivery Period</li> <li>(ix) "BG" means Bank Guarantee</li> <li>(x) "CPP" means central public procurement portal of Government of India</li> </ul>

<b>2</b>	<b>General</b>
<b>2.1</b>	The Purchaser has issued these tender enquiry documents for purchase of services which includes service related goods and allied service as mentioned in Section-V “Scope of Work” and as per Device list mentioned in Annexure A.
<b>2.2</b>	This section (Section II - “General Instructions to Bidders”) provides the relevant information as well as instructions to assist the prospective Tenderers in preparation and submission of tenders. It also includes the mode and procedure to be adopted by the purchaser for receipt and opening as well as scrutiny and evaluation of tenders and subsequent placement of contract.
<b>2.3</b>	Before formulating the tender and submitting the same to the purchaser, the tenderer should read and examine all the terms, conditions, instructions etcetera contained in the tender documents. Failure to provide and/ or comply with the required information, instructions etcetera incorporated in these tender documents may result in rejection of its tender. The agency may also visit the existing IT infrastructure with prior appointment.
<b>3</b>	<b>Availability of Funds</b>
<b>3.1</b>	----- omitted -----
<b>4</b>	<b>Language of Tender</b>
<b>4.1</b>	----- omitted -----
<b>4.2</b>	The tender submitted by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and the purchaser, may also be written in the Hindi language, provided that the same are accompanied by English translation, in which case, for purpose of interpretation of the tender, the English translations shall prevail.
<b>5</b>	<b>Eligible Tenderers</b>
<b>5.1</b>	The invitation of tender is open to service providers involved in “Comprehensive Annual Maintenance Contract (CAMC) of Computers/Printers/ Scanner/Display units/UPS/LAN etc. and MPS”
<b>5.2</b>	The tenderer should have at least last 5-year continuous experience of carrying out Comprehensive Annual Maintenance Contract (CAMC) of Computers /Printers /Scanner /UPS/Lan etc. or similar works in the <b>last 5 years or more in West Bengal</b> under any Central/State Govt. Organization/Govt. Undertaking/Private Organization are eligible to participate in the tender. Similar works are defined as the works for Comprehensive Annual Maintenance Contract (CAMC) of Computers, Peripherals and related infrastructure. The bidder shall produce the proof of AMC/Work order undertaken and satisfactorily rendered in the last 5 years for claiming their eligibility.
<b>5.3</b>	The bidder shall submit photo copies of end user performance certificates of having Comprehensive Annual Maintenance Contract (CAMC) of Computers/Printers/ Scanner/ UPS/LAN etc. from their direct clients along with respective work orders submitted for above.
<b>5.4</b>	The bidder or their principal/ collaborator must have adequate financial stability and their average annual turnover should not be less than Rs.50,00,000.00 (Rupees fifty lakhs) during last three years ending 31.03.2022.
<b>5.5</b>	The bidder shall Submit the documentary evidence regarding execution of latest contract of similar nature and magnitude of <u>minimum</u> single order value of Rs.10 Lakhs.

Name of Work: Comprehensive Annual Maintenance Contract (CAMC) of Computers/Projectors/Displays/Printers/ Scanner/ UPS/ Network devices etc. at National Council of Science Museums

<b>6</b>	<b>Eligible Goods and Services</b>
<b>6.1</b>	The Bidder should have Engineers having Degree/Diploma/ITI/Vocational Training in Computer Science/IT/Electronics/Networking for taking care of the network as and when required.
<b>6.2</b>	The AMC contractor must have maintenance facilities in Kolkata/West Bengal. A brief of facilities available in Kolkata/West Bengal shall be furnished. The Council may visit the facility before considering the eligibility.
<b>7</b>	<b>Tendering Expense</b>
<b>7.1</b>	The tenderer shall bear all costs and expenditure incurred and/ or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and for subsequent processing the same. The purchaser will, in no case be responsible or liable for any such cost, expenditure regardless of the conduct or outcome of the tendering process.
<b>B</b>	<b>TENDER ENQUIRY DOCUMENTS</b>
<b>8</b>	<b>Content of Tender Enquiry Documents</b>
<b>8.1</b>	Section I – “Notice inviting Tender” (NIT) the tender enquiry documents include: Section II – General Instructions to Tenderers (GIT) Section III –General Conditions of Contract (GCC) Section IV – Special Conditions of Contract (SCC) Section V – Scope of Work
<b>8.2</b>	The relevant details of the required goods and services, the terms, conditions and procedure for tendering, tender evaluation, placement of contract, the applicable contract terms and, also, the standard formats to be used for this purpose are incorporated in the above-mentioned documents. The interested Tenderers are expected to examine all such details to proceed further.
<b>9</b>	<b>Amendments to Tender Enquiry Documents</b>
<b>9.1</b>	At any time prior to the deadline for submission of tenders, the purchaser may, for any reason deemed fit by it, modify the tender enquiry documents by issuing suitable amendment(s) to it.
<b>9.2</b>	Such an amendment will be notified through websites <a href="http://ncsm.gov.in">http://ncsm.gov.in</a> and <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> and will be binding on them. The Tenderers are advised to visit these Websites from time to time till the bid submission end date and take note of amendment(s) before uploading their tender.
<b>9.3</b>	In order to provide reasonable time to the prospective Tenderers to take necessary action in preparing their tenders as per the amendment, the purchaser may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.
<b>10</b>	----Omitted----
<b>10.1</b>	----Omitted----
<b>C</b>	<b>PREPARATION OF TENDERS</b>
<b>11</b>	<b>Documents Comprising the Tender</b>
<b>11.1</b>	(A) Scanned copies of following documents duly filled and signed to be uploaded (in pdf format) online on CPP portal a. <i>Copies of end user performance certificates of having Comprehensive Annual Maintenance Contract (CAMC) of Computers/Printers/ Scanner/ UPS/LAN/ Display units etc. from their direct clients along with respective work/supply orders</i> (Reference: Clause 5.2 & 5.3 of eligibility criteria) c. Copy of turnover for last three (03) years duly certified by Chartered Accountant. (Reference: Clause 5.4 of eligibility criteria). d. Document required for the bidder having maintenance facilities in Kolkata/West Bengal and brief of facilities available in Kolkata/West Bengal (Reference: Clause 6.2 of eligibility goods/service). e. Scan copy of GST/PAN/TAN/TIN Registration certificate. f. Scanned copy of EMD: As per clause 18 of Section II Instructions to Tenderers. g. Any other document as per tender

Name of Work: Comprehensive Annual Maintenance Contract (CAMC) of Computers/Projectors/Displays/Printers/ Scanner/ UPS/ Network devices etc. at National Council of Science Museums

	<p>(A) The BOQ in Excel format provided on CPP Portal.  (B) Cost Breakup sheet(Device Details) strictly as per Annexure A</p> <p>NB: 1. The Tenderers may also enclose in their tenders, technical literature and other documents as and if considered necessary by them.</p>
11.2	A tender, which does not fulfil any of the above requirements and/ or gives evasive information/ reply against any such requirement, shall be liable to be ignored and rejected.
11.3	Tenders shall be received online only at the website of CPP portal <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a> .Tenders sent by post/ fax/ e-mail or submitted by hand shall be ignored.
12	<b>Tender Currencies</b>
12.1	The tenderer shall quote only in <b>Indian Rupees</b> .
12.2	Tenders, where prices are quoted in any other way shall be treated as unresponsive and rejected.
13	<b>Tender Prices</b>
13.1	The Tenderer shall indicate on the Price Schedule in Annexure A/ BOQ format (as a sample) provided all the specified components of prices shown therein including the unit prices and total tender prices of the services it proposes to supply against the requirement. All the columns shown in the price schedule should be filled up as required. The BOQ and price schedule strictly as per Annexure A are already provided in CPP portal.
13.2	The rate should be quoted without GST and the GST in percentage as applicable should be mentioned in the BOQ.
14	<b>Duties and Taxes</b>
14.1	<p>All taxes in respect of this contract shall be payable by the Contractor and the Tendering authority shall not entertain any claim whatsoever in this respect.</p> <p>If pursuant to or under any law, notification or order any royalty, CESS or the like becomes payable by the Tendering authority and does not any time become payable by the contractor to the State Government or Local authorities in respect of any material used by the contractor in the works/services then in such a case, it shall be lawful to the Tendering authority and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from the dues of the contractor.</p>
14.2	<p><b>Conditions for Reimbursement of Levy/Taxes, if Levied after Receipt of Tenders</b></p> <p>All tendered rates shall be inclusive of all taxes and levies payable under respective statutes. However, pursuant to the Constitution (46th Amendment) Act, 1982, if any further tax or levy is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes/levies, the contractor shall be reimbursed the amount so paid, provided such payment, if any, is not, in the opinion of the Tendering authority (whose decision shall be final and binding on the contractor) attributable to delay in execution of work/services within the control of the contractor.</p> <p>The contractor shall keep books of accounts and other documents for the purpose of this condition as may be necessary to clearly arrive at such amounts and shall allow inspection of the same by a duly authorized representative of the Tendering authority and further shall furnish such other information/ document as the Tendering authority may require from time to time.</p>
15	<b>Firm Price</b>
15.1	Prices quoted in BOQ by the tenderer shall remain firm and fixed during the currency of the contract and not subject to variation on any account.
15.2	Bids shall be evaluated as per CAMC rate quoted by bidder in price schedule. Bidder shall be selected by <b>lowest rate quoted for Grand total in BOQ.</b>
15.3	Rates for the comprehensive annual maintenance contract should be quoted for all the items and bidders quoting partial rates for selective items will be summarily rejected.
15.4	Only one rate should be quoted against each item; quoting of multiple rates against a single item will tantamount to violation of the tender clauses and the bid will be rejected.
16	<b>Documents Establishing Tenderers Eligibility and Qualifications</b>
16.1	Pursuant to GIT clause 11, the tenderer shall furnish, as part of its tender, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract if its tender is accepted.
17	<b>Documents Establishing Services (Supply of uninterrupted maintenance service) Conformity to Tender Enquiry Document.</b>

Name of Work: Comprehensive Annual Maintenance Contract (CAMC) of Computers/Projectors/Displays/Printers/ Scanner/  
UPS/ Network devices etc. at National Council of Science Museums



17.1	In case there is any variation and/ or deviation between services prescribed by the purchaser and that offered by the tenderer, the tenderer shall list out the same in a chart form without ambiguity and provide the same along with its tender.
17.2	If a tenderer furnishes wrong and/ or misleading data, statement(s) about technical acceptability of the services offered by it, its tender will liable to be ignored and rejected in addition to other remedies available to the purchaser in this regard.
18	<b>Earnest Money Deposit (EMD)</b>
18.1	The tenderer shall furnish along with its tender, <b>earnest money for an amount of Rs 25,000</b> . The earnest money is required to protect the purchaser against the risk of the Tenderers unwarranted conduct as amplified under sub-clause 18.7 below.
18.2	The Tenderers who are currently registered and, also, will continue to remain registered during the tender validity period with Directorate General of Supplies & Disposals or with National Small Industries Corporation, New Delhi are exempted from payment of earnest money. In case the tenderer falls in these categories, it should furnish certified copy of its valid registration details (with DGS&D or NSIC/MSE, as the case may be).
18.3	The earnest money shall be denominated in Indian Rupees.
18.4	----Omitted----
18.5	The earnest money shall be valid for a period of <b>60 (sixty) days beyond the validity period of the tender</b> .
18.6	Unsuccessful Tenderers' earnest money will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful Tenderers' earnest money will be returned without any interest, after receipt of performance security from that tenderer.
18.7	Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender. The successful Tenderers earnest money will be forfeited if the successful tenderer fails to furnish the required performance security within the specified period.
19	<b>Tender Validity</b>
19.1	If not mentioned otherwise in the GIT, the tenders shall remain valid for acceptance <b>for a period of 120 days (one hundred and twenty days)</b> after the date of tender opening prescribed in the tender document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.
19.2	In exceptional cases, the Tenderers may be requested by the purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by post or by fax/ email followed by post. The Tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly. A tenderer, however, may not agree to extend its tender validity without forfeiting its EMD.
19.3	In case the day up to which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for the purchaser, the tender validity shall automatically be extended up to the next working day.
20	<b>Signing of Tender</b>
20.1	The Tenderers shall submit their tenders online as per the instructions contained in GIT Clause 11.
20.2	The tender shall either be typed or written in indelible ink and the same shall be signed by the tenderer or by a person(s) who has been duly authorized to bind the tenderer to the contract.
20.3	The tender shall be duly signed at the appropriate places as indicated in the tender documents and all other pages of the tender including printed literature, if any shall be initialized by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the tenderer and, if there is any such correction; the same shall be initialized by the person(s) signing the tender.
D	<b>SUBMISSION OF TENDERS</b>
21.1	<b>Submission of Tenders</b>
21.2	Bids shall be submitted online only at CPPP website: <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> <b>Manual bids shall not be accepted.</b> EMD shall be submitted in original as per Notice inviting Tender (NIT).
22	<b>Alteration and Withdrawal of Tender</b>
22.1	The tenderer, after submitting its tender, is permitted to alter/ modify its tender within the deadline of submission of tenders.

22.2	No tender should be withdrawn after the dead line of submission of tender and before expiry of the tender validity period. If a tenderer withdraws the tender during this period, it will result in forfeiture of the earnest money furnished by the tenderer in its tender.
	<b>TENDER OPENING</b>
23	<b>Opening of Tenders</b>
23.1	The purchaser will open the tenders at the specified date & time and at the specified place as indicated in the Para 1 of Notice Inviting Tender. In case the specified date of tender opening falls on/ is subsequently declared a holiday or closed day for the purchaser, the tenders will be opened at the appointed time and place on the next working day.
23.2	The bidders may view the bid opening event online at their remote end.
23.3	The bids shall be scrutinized and evaluated by the competent committee/ authority with reference to parameters prescribed in the tender document.
24	<b>SCRUTINY AND EVALUATION OF TENDERS</b>
24.1	<b>Basic Principle</b>
24.2	Tenders will be evaluated on the basis of the terms and conditions already incorporated in the tender enquiry document, based on which tenders have been received and the terms, conditions mentioned by the Tenderers in their tender. No new condition will be brought in while scrutinizing and evaluating the tenders.
25	<b>Preliminary Scrutiny of Tenders</b>
25.1	The tenders will first be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions as prescribed in the tender enquiry document. The tenders shall be evaluated as per eligibility criteria GIT clause 5 and tenders that do not meet the basic requirements as per eligibility criteria mentioned in GIT clause 5 of tender document, are liable to be treated as unresponsive and ignored.
25.2	The following are some of the important aspects, for which a tender may be declared unresponsive and rejected:  (a) Tender is unsigned. (b) Tenderer is not eligible. (c) Tender validity is shorter than the required period. (d) EMD has not been provided. (e) Tenderer has quoted for services by a different firm. (f) Tenderer has not agreed to give the required performance security. (g) Tenderer has not agreed to essential condition(s) specially incorporated in the tender enquiry. (h) Conditional Tender (i) Incomplete tender
26	<b>Discrepancy Between Uploaded and Hard Copy of Tender</b>
26.1	In case any discrepancy is observed between the text of the original copy uploaded online and that in the hard copy of the same tender set submitted by registered/ speed post/ courier/ by hand, the text of the uploaded copy shall prevail.
27	<b>Tenderers Capability to Perform the Contract</b>
27.1	The purchaser, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the tenderer whose tender has been determined as the lowest evaluated responsive tenderer is eligible, qualified and capable in all respects to perform the contract satisfactorily.
27.2	The above mentioned determination will, inter alia, take into account the Tenderers financial, technical and production capabilities for satisfying all the requirements of the purchaser as incorporated in the tender document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the tenderer in its tender as well as such other allied information as deemed appropriate by the purchaser.
28	<b>Contacting the Purchaser</b>
28.1	From the time of submission of tender to the time of awarding the contract, if a tenderer needs to contact the purchaser for any reason relating to this tender enquiry and/ or its tender, it should do so only in writing.
28.2	In case a tenderer attempts to influence the purchaser in the purchaser's decision on scrutiny, comparison and evaluation of tenders and awarding the contract, the tender of the tenderer shall be liable for rejection in addition to appropriate administrative actions being taken against that tenderer, as deemed fit by the purchaser.
	<b>AWARD OF CONTRACT</b>

29	<b>Purchaser's Right to Accept Any Tender and to Reject Any or All Tenders</b>
29.1	The purchaser reserves the right to accept in part or in full any tender or reject any tender without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract (i.e. signing of formal contract and issue of letter of commencement of services) without incurring any liability, whatsoever to the affected tenderer or Tenderers.
29.2	<b>The agreement shall be in force for a period of one (1) year initially, which shall be extendable by a further period of two years on same terms and conditions by giving notice in writing before the expiry of current agreement</b> , if decided upon to do so by NCSM. The extendable period of contract shall be awarded as per the rates applicable for second year of the contract and other terms and conditions of the contract shall remain same.
30	<b>Award Criteria</b>
30.1	Subject to GIT clause 29 above, the contract will be awarded to the lowest evaluated responsive tenderer. NCSM is not bound to accept only the commercially lowest tender.
31	<b>Variation of Quantities</b>
31.1	At the time of awarding the contract, <b>the Employer reserves the right to increase or decrease, the quantities up to a maximum of 25% without any change in the unit price and other terms and conditions quoted by the tenderer.</b>
31.2	<b>During the contract period, the employer reserves rights to increase or decrease, the quantities of items up to a maximum of 25% without any change in the unit price and other terms and conditions quoted by the tenderer.</b>
32	<b>Notification of Award</b>
32.1	Before expiry of the tender validity period, the purchaser will notify the successful tenderer(s) in writing by registered/ speed post or by email/ fax (to be confirmed by registered/ speed post) that its tender for services which have been selected by the purchaser, has been accepted, also briefly indicating there in the essential details like description, specification and quantity of the services and corresponding prices accepted. The successful tenderer must furnish to the purchaser the required performance security of <b>3 % within twenty-one days from the date of this notification</b> . Relevant details about the performance security have been provided under GCC Clause 4 under Section III.
32.3	The notification of award shall constitute the conclusion of the contract.
33	<b>Issue of Contract</b>
33.1	Within 21 (twenty-one) days from the date of the contract, the successful tenderer will return the original copy of the contract, duly signed and dated, to the purchaser by registered/ speed post/email.
34	<b>Non-Receipt of Performance Security and Contract by the Purchaser</b>
34.1	Failure of the successful tenderer in providing performance security and/ or returning contract copy duly signed in terms of GIT clauses 32 and 33 above shall make the tenderer liable for forfeiture of its EMD and, also, for further actions by the purchaser against it.
35	<b>Return of E M D</b>
35.1	The earnest money of the successful Tenderer and the unsuccessful Tenderers shall be returned to them without any interest, whatsoever, in terms of GIT Clause 18.6.
36	<b>Publication of Tender Result</b>
36.1	The result of technical evaluation, financial evaluation and award of contract shall be uploaded on CPP portal.

<b>Section III</b>	
<b>GENERAL CONDITIONS OF CONTRACT (GCC)</b>	
<b>0</b>	<b>Application</b>
0.1	The General Conditions of Contract incorporated in this section shall be applicable for this purchase to the extent the same are not superseded by the Special Conditions of Contract prescribed under Section IV of this document.
<b>1</b>	<b>Primary Conditions for participating in Tender</b>
1.1	Bidders should've their office and service center within city limits (Kolkata).
1.2	The bidder should be ISO 9001, 20000 and 27001 certified.
1.3	The bidder quoting should have 25 technical manpower in their payroll, among which 4 should be B.E./ B.Tech.
1.4	The bidder should be business partner of leading OEMs like HP, Dell, Cicso, Vertiv etc.
1.5	The bidder should have at least 5 years of continuous experience in ITES (Comprehensive Maintenance) of PCs, workstations, servers, printers, UPS and its peripherals.
1.6	The bidder should have EPF / ESI registrations in India for the last 5 years.
<b>2</b>	<b>Use of Contract Documents and Information</b>
2.1	The agency shall not, without the purchaser's prior written consent, disclose the contract or any provision thereof including any specification, data, drawing, sample or any information furnished by or on behalf of the purchaser in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract emanating from this tender enquiry document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.
2.2	Further, the agency shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC sub-clause 2.1 above except for the sole purpose of performing this contract.
2.3	Except the contract issued to the agency, each and every other document mentioned in GCC sub-clause 2.1 above shall remain the property of the purchaser and, if advised by the purchaser, all copies of all such documents shall be returned to the purchaser on completion of the supplier's performance and obligations under this contract.
<b>3</b>	<b>Country of Origin</b>
3.1	All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.
3.2	The word "origin" incorporated in this clause means the place from where the goods are manufactured, produced or processed or from where the services are arranged.
3.3	The origin of goods and services is distinct from the nationality of supplier.
<b>4</b>	<b>Performance Security</b>
4.1	Within 21 (twenty-one) days after the issue of notification of award by the purchaser, the supplier shall furnish performance security to the purchaser for an amount equal to <b>three per cent</b> of the <b>total value</b> of the contract, <b>valid up to sixty days after the date of completion</b> of all contractual obligations by the supplier, including the warranty obligations.
4.2	<b>The Performance security shall be denominated in Indian Rupees and shall be in one of the following forms:</b> <b>(a) Account Payee Demand Draft/ online e-transfer/ Bankers cheque or Fixed Deposit Receipt drawn on any commercial bank in India.</b> <b>(b) Bank Guarantee issued by a commercial bank in India.</b>
4.3	In the event of any loss due to agency's failure to fulfil its obligations in terms of the contract, the amount of the performance security shall be payable to the purchaser to compensate the purchaser for the same.
4.4	In the event of any amendment issued to the contract, the agency shall, within twenty-one days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended. In case of extension of the contract the amendment in the date of the performance security must be done accordingly.

4.5	Subject to GCC sub-clause 4.3 above, the purchaser will release the performance security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations.
5	<b>Technical Specifications and Standards</b>
5.1	The goods and services to be provided by the agency under this contract shall conform to the standard technical specifications and quality control parameters. It should be ensured by the AMC contractor before installing any software/ hardware in the PCs and other peripherals that it is a licensed version of the original software/hardware. Unauthorized/ unlicensed software should not be installed in the PCs/Peripherals etc., of NCSM.
5.2	When no applicable standards are mentioned, the goods and services shall conform to the authoritative standards appropriate to the goods and services of the country of origin and such standards shall be the latest issued by the concerned institution(s).
5.3	The bidder shall submit photo copies of end user performance certificates of having Comprehensive Annual Maintenance Contract (CAMC) of Computers/Printers/ Scanner/ UPS/LAN etc. from their direct clients along with respective work orders submitted for above.
5.4	The bidder shall Submit the documentary evidence regarding execution of latest contract of similar nature and magnitude of minimum single order value of Rs.10 Lakhs.
6	<b>Inspection and Quality Control</b>
6.1	The purchaser and/or its nominated representative(s) will, without any extra cost to the purchaser, inspect and/or test the ordered services and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. The purchaser shall inform the supplier in advance, in writing or phone, the purchaser's programme for such inspection and also the identity of the officials to be deputed for this purpose.
6.2	If during such inspections and tests the goods under services fail to conform to the required specifications and standards, the purchaser's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the purchaser and resubmit the same to the purchaser's inspector for conducting the inspections and tests again.
6.3	The purchaser's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by purchaser's inspector during pre-dispatch inspection mentioned above.
6.4	Goods accepted by the purchaser and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under <b>GCC Clause 11</b> .
6.5	The performance of the Vendor shall be reviewed periodically and if found grossly unsatisfactory at any stage then termination of contract may be done as <b>per applicable clause</b> .
6.6	Frequent faults of same nature in the same PCs and peripherals, UPS's etc. will be considered inefficient attendance by the AMC contractor and if repeated faults of same nature in the same PC or peripherals, UPS's are noticed frequently, notice of termination for the company will be issued and/ or penalty in accordance with <b>SCC Clause</b> below shall be imposed from the first date of the fault booking.
6.7	The AMC Vendor should have his own repair centre for repairing of the computer systems, Laser Printers, Inkjet Printers. For the repair of special purpose items like UPS, scanners, Workstation, Modems, LAN, Display, Projectors etc., vendor should have sufficient expertise/ resources and vendor will have to produce a proof of infrastructure and expertise/ resources available for this purpose. NCSM may physically verify infrastructure and manpower of the vendor.
6.8	The supplier has to take the NCSM personnel for inspection of their facility centre where they are doing works related to this contract during the CAMC period, if necessary, at their own cost.
7	<b>Terms of Delivery</b>
7.1	Goods shall be delivered by the supplier in accordance with the terms of delivery specified in the SCC. In case no instruction is provided in this regard in the <b>SCC</b> , the supplier will arrange transportation of the ordered goods as per its own procedure.
8	<b>Insurance</b>
8.1	Unless otherwise instructed in the SCC, the supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.

8.2	The supplier shall be responsible till the entire stores contracted for arrive in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured. The insurance cover shall be obtained by the Supplier in its own name and not in the name of the Purchaser or its Consignee.
9	<b>Spare parts/ Hardware/Software</b> The supplier shall provide the spare parts as per the Scope of Work
10	<b>Taking over/ Handing over of systems:-</b>
10.1	All the computer systems/ peripherals as per Device List/ Annexure A are to be taken over for maintenance by the firm simultaneously with signing of the agreement in working condition. AMC vendor may inspect and bring out faulty units, which he is not in a position to take over for AMC without repairs (The repair may have to be got done by outgoing AMC vendor or by NCSM as applicable). If no such list/ information are submitted within next 7 working days it will be treated as all the machines have been taken over by him and no separate letter will be issued by NCSM in this regard.
10.2	After expiry of the contract all the machines are to be handed over by the outgoing AMC vendor to the Officer In-charge(Computer section) or to the new AMC vendor through Officer In-Charge (Computer Section) within 7 working days of expiry of contract in working conditions and a certificate to this effect is required to be obtained by the firm from the concerned Officer In-charge (NCSM) and to be produced along with the final claim of the AMC charges. The faults pointed out by new AMC vendor during the inspection before takeover of the Computer systems are to be rectified within next one working day by the outgoing AMC vendor, and any further delay in rectification of faults thus pointed out shall make him liable for imposition of penalty as per Tender terms and conditions applicable to outgoing AMC vendor. Failure to handover all the machines after 7 days will attract penalty at the rate of Rs. 100/- per day per machine not handed over.
11	<b>Warranty</b>
11.1	The supplier warrants that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials or workmanship or from any act or omission of the supplier that may develop under normal use of the supplied goods under the conditions prevailing in India.
12	<b>Assignment</b>
12.1	The agency shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Purchaser's prior written permission.
13	<b>Sub Contracts</b>
13.1	The Supplier shall notify the Purchaser in writing of all sub contracts awarded under the contract if not already specified in its tender. Such notification, in its original tender or later, shall not relieve the Supplier from any of its liability or obligation under the terms and conditions of the contract.
14	<b>Modification of Contract</b>
14.1	If necessary, the purchaser may, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract.
14.2	If there is any change in device list, the updated cost will be on pro rata basis.
15	<b>Taxes and Duties</b>
15.1	Supplier shall be entirely responsible for all taxes, duties, fees, levies etcetera incurred until delivery of the contracted services to the purchaser.
16	<b>Terms and Mode of Payment</b>
16.1	The detailed terms and mode of payment shall be as provided in the SCC.
16.2	Unless specified otherwise in the SCC, the following general conditions will apply for payment to the supplier.
16.3	The payment shall be made in the Indian Rupees.
16.4	The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etcetera, duly signed with date, as specified in SCC and in a manner as also specified therein.
16.5	While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.
16.6	The important documents, which the supplier is to furnish while claiming payment, are: (a) Original Invoice (b) Any other document specified. (c) service report/ service card for servicing of each device duly signed by concerned authority of NCSM.

16.7	----Omitted----
17	<b>Delay in the Supplier's Performance</b>
17.1	The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the purchaser in the List of Requirements and as incorporated in the contract.
17.2	If at any time during the contract period, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the purchaser in writing about the same and its likely duration and make a request to the purchaser for extension of the delivery schedule accordingly. On receiving the supplier's communication, the purchaser shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.
17.3	When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:  (a) The purchaser shall recover from the supplier, under the provisions of the <b>clause 18 of the General Conditions of Contract</b> , liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.  (b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and also including statutory increase in or fresh imposition of customs duty, excise duty, sales tax or on account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.  (c) But nevertheless, the purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, excise duty, sales tax or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.
17.4	The supplier shall not affect the delivery of goods after expiry of the delivery period. The supplier is required to apply to the purchaser for extension of delivery period and obtain the same before such delivery. In case the supplier affects the delivery of goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and/ or any other expense related to such supply shall lie against the purchaser.
18	<b>Liquidated Damages</b>
18.1	Subject to <b>GCC clause 21</b> , if the supplier fails to perform the services within the time frame(s) incorporated in the contract, the purchaser shall, without prejudice to other rights and remedies available to the purchaser under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the percentage prescribed in the SCC of the delivered price of the delayed services for each day of delay until actual delivery or performance. During the above mentioned delayed period of supply and / or performance, the conditions incorporated under <b>GCC sub-clause 17.3</b> above shall also apply.
19	<b>Termination for Default</b>
	The purchaser, without prejudice to any other contractual rights and remedies available to the purchaser, may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the purchaser pursuant to <b>GCC sub-clauses 17.2 and 17.3</b> .
20	<b>Termination for Insolvency</b>
20.1	If the supplier becomes bankrupt or otherwise insolvent, the purchaser reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and/ or will accrue thereafter to the purchaser.
21	<b>Force Majeure</b>
21.1	Notwithstanding the provisions contained in <b>GCC clauses 17, 18 and 19</b> , the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.

21.2	For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to, acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, and freight embargoes. The breakdown or surge in the voltage for damage in a particular item at the site is not considered as Force Majeure cases.
21.3	If a Force Majeure situation arises, the agency shall promptly notify the purchaser in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
22	<b>Termination for Convenience</b>
22.1	The purchaser reserves the right to terminate the contract, in whole or in part for own (purchaser's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the purchaser. The notice shall also indicate inter alia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.
23	<b>Governing Language</b>
23.1	The contract shall be written in English language or in Hindi language. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in that language.
24	<b>Resolution of Disputes</b>
24.1	If dispute or difference of any kind shall arise between the purchaser and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
24.2	If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the SCC, either the purchaser or the supplier may give notice to the other party of its intention to commence arbitration.
24.3	The applicable arbitration procedure will be as per Indian Arbitration and Conciliation Act, 1996.
24.4	The venue of arbitration shall be generally the place from where the contract has been issued.
24.5	All the court cases shall be settled within the jurisdiction of Kolkata only.
25	<b>Applicable Law</b>
25.1	The contract shall be interpreted in accordance with the laws of India.
26	A tender, which does not fulfil any of the above requirements and/ or gives evasive information/ reply against any such requirement, shall be liable to be ignored and rejected.
27	<b>Conditions for Reimbursement of Levy/Taxes, if Levied after Receipt of Tenders</b> All tendered rates shall be inclusive of all taxes and levies payable under respective statutes. However, pursuant to the Constitution (46th Amendment) Act, 1982, if any further tax or levy is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes/levies, the contractor shall be reimbursed the amount so paid, provided such payment, if any, is not, in the opinion of the Tendering authority (whose decision shall be final and binding on the contractor) attributable to delay in execution of work/services within the control of the contractor.
28	<b>If it is noticed that the offer submitted by the L1 bidder of CAMC for Annexure-B (Part A &amp; Part B) is on higher side. The competent authority of the council reserves the right to negotiate such rates to bring at par with the lowest rates offered by other bidders and the same will be binding on the L1 bidder.</b>



SPECIAL CONDITIONS OF CONTRACT(SCC)															
The following Special conditions of contract shall apply for this purchase. These special conditions will modify/ substitute/ supplement the corresponding General Conditions of Contract (GCC) incorporated in Section III. The corresponding GCC clause numbers have also been indicated. In case of any conflict between the provision in the GCC and that in the SCC, the provision contained in the SCC shall prevail.															
S. No.	GCC Clause Number	Subject Matter	SCC Provision												
1	6	Inspection and Quality Control	Inspection of work shall be carried out by the authorized representatives of purchaser at wherever and whenever, if required by the purchaser.												
2	7	Terms of Delivery	All faults booked before 11.00 Hrs. on any working day will have to be rectified the same day. Fault booked after 11.00 Hrs. will have to be attended latest by next day. <b>In case the firm fails to rectify within the 48 hours, it has to provide a standby identical system on the next working day before 11.00 Hrs. and take parallel action for repairing. If the firm fails to make the system working by any of the two options, penalty as shown below will be imposed per working day per system after 48 hours or next working day of the booking of the fault.</b> Fault booked will be treated as rectified if and only if the AMC Contractor gets satisfactory report from the user on the date of rectification. Every week end the AMC Contractor will have to bring his records of booking and repairs carried out for verification.												
3	17.2	Delay in the Supplier's Performance	Authority to give fair and reasonable extension of time with or without Liquidated Damage for completion of service of faulty office equipment i.e. supply of uninterrupted CAMC. HoD (Computer Section) 7 Days(Extension of Time) Director (CRTL) Full Power (Extension of Time)												
4	18	Liquidated Damages	In case the Contractor fails to deliver any or all the Services within the period(s) specified in the Contract, the department shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified of the delivered price of the delayed Services for each week or part thereof delay until actual delivery or performance, up to a maximum deduction of the percentage specified. Once the maximum is reached, the department may consider termination of the Contract pursuant to <b>GCC Clause 22</b> . The applicable rate is 2% per month subject to maximum deduction of 10% of the contract price. <b>Penalty in case of service provider not fixing the fault as per requirement of purchaser:</b> Penalty for fault in critical components are as follows <table border="1" data-bbox="695 1360 1240 1654"> <tbody> <tr> <td>1</td> <td>Breakdown of Computer, Display , Touch Screen ,Monitor, UPS &amp; Printer, Plotter, Scanner , Monitor</td> <td>Rs. 100 per Day</td> </tr> <tr> <td>2</td> <td>Workstation, Server, Laptop, Projector, Desktop PC</td> <td>Rs. 300 per day</td> </tr> <tr> <td>3</td> <td>LAN Network Component</td> <td>Rs. 200 per Day</td> </tr> <tr> <td>4</td> <td>Breakdown of Mouse/keyboard,</td> <td>Rs. 50 per Day</td> </tr> </tbody> </table> Breakdown period will not include Saturdays, Sundays and Holidays. <b>In case of delay in rectification of the fault beyond 7 days, the penalty of Rs. 200/ per day per fault and on workstations a penalty of Rs. 1000/per day will be levied.</b> In such an event, NCSM may get the faults rectified by third party and such cost of repairs shall have to be borne by the contractor, in addition to the penalty. In case contractor fails to pay the penalty and/or cost of the repairs	1	Breakdown of Computer, Display , Touch Screen ,Monitor, UPS & Printer, Plotter, Scanner , Monitor	Rs. 100 per Day	2	Workstation, Server, Laptop, Projector, Desktop PC	Rs. 300 per day	3	LAN Network Component	Rs. 200 per Day	4	Breakdown of Mouse/keyboard,	Rs. 50 per Day
1	Breakdown of Computer, Display , Touch Screen ,Monitor, UPS & Printer, Plotter, Scanner , Monitor	Rs. 100 per Day													
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3	LAN Network Component	Rs. 200 per Day													
4	Breakdown of Mouse/keyboard,	Rs. 50 per Day													

			<p>(by third party) it shall be deducted from the security deposit/bill. The total penalty during the period of AMC, in each order, under this contract, shall not be more than 10% of the concerned order value. More than one half of a day shall be treated as a day.</p> <p>In case of <b>non-adherence to preventive maintenance schedule</b>, a penalty of 10% of the total of AMC charges for the Quarter for every such failure in a quarterly schedule will be recovered.</p> <p>In case of fault where no STAND BY is provided and fault persists beyond ONE WEEK NCSM shall be at liberty to get the same repaired from outside source and recover the cost from AMC Vendor from the pending AMC bill or from performance deposit. If the faulty equipment is taken by vendor for repair and not returned within ONE WEEK after repair, The purchaser is at liberty to take action against the AMC Vendor as it deem fit and vendor is liable to accept the same. In case any damage/ loss is caused due to mishandling or improper rectification of fault or otherwise the loss shall be recovered from the vendor.</p>
5	11	Warranty	<p>i) The agency warrants for supply of uninterrupted services required by NCSM that includes all goods, works and services involved in the assignment.</p> <p>ii) The agency further warrants that the services i.e., supply of hardware/software shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in India.</p> <p>iii) The warranty shall remain valid for entire contract period after the successful commissioning of goods/services. The warranty includes replacement /up-gradation of spares/ hardware/ software/services etc. required for uninterrupted service.</p> <p>iv) The supplier will accomplish preventive and breakdown maintenance activities to ensure availability of working, with a maximum down-time(required for preventive maintenance, defect rectification, etc.) a year per month from the date of start of work.</p>
6	10	Incidental Services	<p>The incidental services to be provided under this contract shall include the following at no additional cost:</p> <p>(i) Providing required hardware, software and other goods required for services.</p> <p>(ii) Installation and commissioning of the goods supplied for services</p> <p>(iii) Operation and maintenance/ upkeep /upgradation of the goods supplied for services for 1 years</p> <p>(iv) Replacement of spares/ repair of upgradation of goods/services during the contract period of 1 year</p>

7	16	Terms and Mode of Payment	<p>(i) No advance payment will be made to the contractor.</p> <p>(ii) The method and conditions of payment to be made to the Contractor under this Contract shall be as follows:</p> <p>(iii) The payment will be released after submission of bill of the <b>work completed every quarter in all respect.</b></p> <p>(iv) The firm should submit bill on last date of every quarter for works completed. After verification of Bill and approval from the C o m p e t e n t authority, the payment will be released. The competent authority reserves the right to restrict the amount payable to contractor for each completed work based <b>on quarterly verification.</b></p> <p>(v) The bidder shall quote the rates including GST and excluding GST in the BOQ. The GST shall be paid by the bidder to the concerned designated authority and the same will be reimbursed by NCSM on production of proof of payment. The reimbursement of GST will be done along with the payment of bills.</p> <p>(vi) E-Payment shall be made through RTGS/NEFT/Electronic Bank transfer within 30 days from the date of receipt of your pre-receipted Monthly / Quarterly bills duly accompanied by the copies of the „Service Cards“ as mentioned above. Submission of bank details and GST number with every invoice is mandatory to remit the dues.</p>
8	24.1 & 24.3	Dispute Resolution and Arbitration	The competent authority will take decision for Dispute resolution and Arbitration.

<b>SECTION V</b>	
<b>SCOPE OF WORK</b>	
1	Computer systems/ peripherals as per Device list Annexure A have to be maintained during the entire period of contract in working condition with regular Quarterly Preventive Maintenance, servicing of the computer hardware and Peripherals / Printers/ Scanner/ UPS /LAN / Anti-Virus/ Display/ Projectors/ Switches/ Aps/ I/O ports etc. and software (including power cords with plugs and printer cables, 9 to 25 pin converter, speakers, power adaptors/converters, internal PCI cards), and other equipment, checking with software test programs and removal of fault on calls including removal of any functional disorder of the computer systems such as corruption of software programs and data. All the parts of Printers/ UPSs/ Monitors/ Scanners except consumables (Cartridges/ Ribbons/ Battery) etc. are to be replaced by the Vendor. Installation of new Internet (LAN connections including LAN cable laying and installation of I/O boxes etc.)
2	The AMC vendor shall maintain a Call (log) book for fault booking and clearance. The firm shall record the calls attended and quarterly regular services rendered and get the signature of the user along with user's name, designation and other credential. Original of the call reports shall be attached with the bills for payment.
3	The AMC vendor shall do the comprehensive maintenance of all the items as specified in Device List Annexure A. The AMC Vendor shall also execute any addition/ deletion/ shifting of LAN nodes as per requirement. All parts of all items of consumable and non-consumable are covered in CAMC. However the consumable items like plastic parts, Printer ink head /toner/Cartridges/ drums; Cassettes and LED batteries shall not be covered under this contract. Consumable items listed herein shall be provided by NCSM. The AMC vendor shall also provide manpower to repair the items which not covered under AMC/Software support required due to emergency/urgency, however spares for such items shall be provided by the purchaser.
4	Hard Disks shall be covered under AMC, and in case any hard disk goes faulty in any machine, the same shall be replaced with Hard Disks of SEAGATE/SAMSUNG/WD make of the same or higher capacity. Similarly if any motherboard goes faulty it shall be replaced either by a similar motherboard or else with an Intel Motherboard. SMPS, all types of VDUs (Monitors), Keyboards, Modem, mouse and Ethernet Cards, PC Switches, Power Cables, Printer Cables, Printer Teflon etc. should be kept in sufficient numbers as standby by the AMC vendor for supply to NCSM free of cost as a replacement against faulty ones. In case of UPS, the vendor shall provide manpower to replace the exhausted Batteries with new ones. The vendor shall test the UPS for Proper functioning e.g. proper charging etc. before replacing the Batteries. If new batteries are damaged due to malfunctioning of UPS, the cost of the same shall be recovered from the vendor.
5	The selected bidder during the Course of attending "On Call Service" or during the course of Preventive Maintenance Service, noticing requirement of any spare parts shall replace such parts and clear the fault at the site of equipment. Replacement of parts should be done with the approval of NCSM/CRTL personnel and a record is to be maintained with the CRTL (Computer section). Necessary and sufficient spares have to be kept ready with them for immediate replacement. All such spare units brought and stored by the contractor in the room will have to be kept and maintained in an inventory register to be kept with the CRTL (Computer section)
6	Preventive maintenance will be carried out once in each quarter. Preventive maintenance will include inspection of each system, scanning hard disk for any defects/ problems therein and obtain a satisfactory working certificate from the user after cleaning of the system i.e. PC/ Monitor/ Printer/ Key Board /CD ROM Drive/ Display Units/LAN Switches/ network component's and other accessories with a blower/ vacuum cleaner as per requirement and wiping the surface of the systems with a good quality cleaning liquid, cloth and brush etc. All the equipment/ material required for Preventive maintenance e.g. Blower/ Vacuum Cleaner/ Cleaning Liquid/ Cloth/ Brush etc. shall be arranged by Vendor. NCSM/CRTL shall not provide these. On no account, equipment or its accessories shall be allowed to be taken out of its normal installed location. Only replacement of sub-assemblies of the whole unit on a like-by-like or later version basis will be permissible and the replacement of such assemblies should be done with the written approval of maintenance In-charge of NCSM. Before taking up preventive maintenance, <b>the contractor will submit a schedule of preventive maintenance and escalation matrix of the service.</b>

7	Contractor shall also supply manpower for shifting of PCs, Printers and other peripherals as and when required within the premises of NCSM for all the systems under AMC. Routine cleaning of all the PCs and their accessories has to be carried out <b>once in a month with a good quality cleaning liquid, cloth and brush etc.</b> This shall not be necessary in last month of the quarter, because routine cleaning of PCs shall be carried out under the preventive maintenance schedule to be executed as detailed in Para 8 below. All the equipment/ material required e.g. Blower/ Vacuum Cleaner/ Cleaning Liquid/ Cloth/ Brush etc. shall be arranged by Vendor. NCSM shall not provide these.
8	Preventive maintenance for UPS shall also be carried out in each quarter with check for proper backup, and call reports for preventive maintenance shall be submitted along with the bill. Non-performance of preventive maintenance in UPS shall attract similar penalties as in GCC clause 18.
9	The maintenance engineer of the AMC vendor will submit a service slip to CRTL (computer section) in-charge after each replacement of parts showing the parts removed and parts installed with full details of the part name, type, Model No., Sl. No. etc.
10	Provision of Service Engineer for AMC and cleaning/ preventive maintenance of Computer Systems and Peripherals / Printers/ Scanner/ UPS /LAN / Anti-Virus etc:
11	Subcontracting of the job will not be allowed.
12	The decision of Curator (Computer), the Technical Officer (Computer/ electronics)/ Technical Assistant (Computer/ Electronics) shall be final on the functional acceptability of the repaired hardware.
13	The agreement shall be in force for a period of 1(one) year initially which shall be extendable by a further period of two years on same rates and same terms & conditions by giving notice in writing before the expiry of current agreement if decided upon to do so by NCSM.
15	A separate rate must be quoted for maintenance of the physical network in the council which includes cable / patch cord I/O box/ port replacement / crimping / cable laying (CAT 6 or better) with I/O installation etc. in <b>Annexure B.</b> <b>The rate may be taken as a future reference of the work.</b>

**NATIONAL COUNCIL OF SCIENCE MUSEUMS  
SECTOR-V, BLOCK-GN, BIDHANNAGAR  
KOLKATA : 700 091.**

**TENDER No. I-18015/2/22(198)**

***DECLARATION***

We do hereby accept the "General Terms & Conditions" as provided by the National Council of Science Museums along with the Tender documents for Comprehensive on-site Annual Maintenance Contract of Computers, Projectors, Display, Printers, Scanner, UPS and Computer peripherals including network systems and also under take to carry out the job strictly as per the scope of work and other terms and conditions mentioned in the NIT of National Council of Science Museums as provided along with the tender documents, in the event of placement of any order on us. The Council shall be at liberty to cancel the order in full or in part and also forfeit the earnest money deposit or security deposit in the event of failure of any of the above declaration made by us.

Office Seal of the Bidder

Signature of the Bidder / Constituted Attorney.

Date :

## FORMAT FOR ARTICLES OF AGREEMENT

### INSTRUCTIONS (not to be typed in Agreement)

(Articles of Agreement have to be typed on non-judicial stamp paper. The value of the stamp paper varies from state to state and is to be known from the particular place. The stamp paper will be purchased by the successful e-tenderer and the agreement may be typed by the Museum/Centre according to the format.)

ARTICLES OF AGREEMENT made at .....

.....  
 this.....  
(Date) (Place) day of .....

between the .....  
(Month & Year)

.....  
*(Name of the parent Museum/Centre)*

*(under the National Council of Science Museums, a Society registered under the Societies Registration Act of West Bengal, 1961), hereinafter referred to as the Museum/Centre which expression shall include its successors and assigns on the one part and*

.....  
*(Name of the successful e-tenderer)*

trading in the name and style of .....

.....  
*(Name and complete address of the successful e-tenderer)*

hereinafter referred to as the successful e-tenderer which expression shall include his/their respective heirs, executors, administrators and assigns on the other part.

WHEREAS the Museum/Centre is desirous of getting the work of .....

..... done and has caused  
*(Name of the work)*

Notice Inviting E-tender (Including appendix), drawings, schedule of quantities and specifications describing the work and conditions of contract to be prepared by.....

AND WHEREAS the said NIT (including appendix), specifications and the priced schedule of quantities and conditions of contract have been signed by or on behalf of the parties hereto. AND whereas the Successful e-tenderer has deposited in Bank Draft/Pay Order/ NEFT/RTGS

.....  
(Exact amount in words)

the amount being 3% of the ordered value of the e-tender) with NCSM as Security Deposit for the due performance of this Agreement as provided in the said conditions.

NOW IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. In consideration of the payments to be made to him as hereinafter provided the successful e-tenderer shall upon and subject to the conditions herein contained execute and complete the work as detailed in the work order (as defined in the scope of work of the NIT) and as per the said scope of work and terms and conditions and the said priced schedule of quantities.
2. The NCSM shall pay to the successful e-tenderer such sum as shall become payable hereunder at the time and in the manner specified in the said conditions.
3. This agreement comprises the work above and all subsidiary works connected therewith, even though such works may not be described in the said specifications or the priced Schedule of Quantities.
4. The NCSM through the Engineer reserves to itself the right of altering and or adding to or omitting any item of work or of having portions of the same carried out departmentally or otherwise and such alterations or variations shall not vitiate this agreement.
5. All disputes and difference between the contractor and the Council of any kind except quality of workmanship and materials whatever arising out of or in connection with the order on the carrying out the work (whether during the progress of the work or after their completion and whether before or after the determination, abandonment or breach of the Terms & Conditions of the order) shall be referred to the sole arbitration of a person nominated by the Director General , National Council of Science Museums, whose decision in this regard will be final and binding on both the Contractor and the Council.

The provisions of the Arbitration & Reconciliation Act 1996 or any statutory modification or re-enactment thereof and of the rules made there under for the time being in force shall apply to arbitration proceedings under this clause.

In witness whereof the parties have set their respective hands on the \_\_\_\_ day of \_\_\_\_\_ and \_\_\_\_\_ year and the place hereinabove written.

Note: This format is subject to change. The actual format of agreement will be finalised with successful bidder with mutual consent.



**SIGNED, STAMPED AND  
DELIVERED for Successful e-  
tendered**

**SIGNED, STAMPED AND  
DELIVERED for Council**

.....

.....

In presence of the following  
witnesses: (M/s. \_\_\_\_\_)

In presence of the following witnesses:  
(NCSM)

Signature, Name & Address of  
Witnesses

Signature, Name & Address of  
Witnesses

1. ....

1. ....

2. ....

2. ....

**NATIONAL COUNCIL OF SCIENCE MUSEUMS  
SECTOR-V, BLOCK-GN, BIDHANNAGAR,  
KOLKATA – 700 091.**

TENDER NO. I-18015/2/22(198)

**TECHNICAL (Techno-Commercial) BID**

**Note: ALL PARTICULARS / INFORMATIONS SHOULD BE GIVEN IN THE FOLLOWING FORMAT WITH COMPLETE DETAILS.**

Sl.No.	Particulars	
1	Name & Address of the Firm/Bidder	
2	Contact Details :	
	Telephone - Office	
	Mobile	
	Email ID	
	Contact Person's name, mobile number and Email ID	
3	Name of the Banker and details of account such as Account Number, IFSC Code etc. of the Tenderer to make digital mode of payment.	
4	Whether Earnest Money Deposit (EMD) Rs.25,000/- submitted. If Yes, then provide details of the same.	
5	Compliance of Statutory laws i PAN No. ii GST Registration No.	
6	a) Copy of ESI registration certificate submitted, if applicable b) Copy of EPF registration certificate submitted, if applicable In case of non-applicability of EPF and / or ESI, the applicant shall submit a declaration to this effect. In case self-declaration is found to be false at any stage then contract will be terminated and the firm will be debarred from future tenders for three years.	
7	Whether the tenderer should have at least last 5 year continuous experience of carrying out Comprehensive Annual Maintenance Contract (CAMC) of Computers /Printers /Scanner /UPS/Lan etc. or similar works in the last 5 years or more in West Bengal under any Central/State Govt. Organization/Govt. Undertaking/Private Organization are eligible to participate in the tender.	

*Name of Work: Comprehensive Annual Maintenance Contract (CAMC) of Computers/Projectors/Displays/Printers/ Scanner/ UPS/ Network devices etc. at National Council of Science Museums*

	Similar works are defined as the works for Comprehensive Annual Maintenance Contract (CAMC) of Computers, Peripherals and related infrastructure. If yes, then provide the details of the same.	
8	Average annual turn of the firm/bidder for the last three years.	
9	Proof of financial status of the company/audited Balance Sheet for last 3 years indicating total turnover as well. (Submit documentary evidence).	
10	Whether agreed to accept 30 days credit Payment Terms.(Please mention 'YES' or 'NO')	

I/We hereby declare that the above statements are true. I/We also declare that the decision of National Council of Science Museums regarding selection of eligible firms for opening of Financial Bid (Part-II) shall be final and binding on me/us.

**Dated      Official Seal**

**Signature of the Tenderer/Constituted Attorney**

**Tender No. I-18015/2/22(198)**

**Check-List**

<b>Sl. No.</b>	<b>Compliance</b>	<b>Yes / No</b>	<b>Supported Document is attached (Yes/No)</b>
1.	Bidder has their office and service center within city limits (Kolkata).		
2.	The bidder is ISO 9001, 20000 and 27001 certified.		
3.	The bidder has 25 technical manpower in their payroll, among which 4 should be B.E./ B.Tech.		
4.	The bidder is business partner of leading OEMs like HP, Dell, Cisco, Vertiv etc.		
5.	The bidder has at least 5 years of experience in ITES (Comprehensive Maintenance) of PCs, workstations, servers, printers, UPS and its peripherals.		
6.	The bidder has EPF / ESI registrations in India for the last 5 years.		