
The Shipping Corporation of India Limited (SCI)

Shipping House, 13, Strand Road, Kolkata- 700 001



Request for Proposal

For

AMC of IT Equipment & Desktop Support at Kolkata

RFP # KOL/IT/AMC/2024/02

E-Tender RFX: 9000047293

Oct 2024

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

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

RFP SUMMARY

TENDER REF. NO.:	KOL/IT/AMC/2024/02
TENDER TITLE:	AMC of IT Equipment & Desktop Support at Kolkata
DUE DATE & TIME	<u>28/11/2024, 1700 HOURS</u>
SUBMISSION OF BIDDERS' QUERIES	<u>15/11/2024</u>
PRE-BID MEETING	<u>18/11/2024, 1500 HOURS</u> Venue: 8 th Floor, Shipping House, 13, Strand Road, Kolkata 700001
TENDER FEE	₹ 590/- (Rupees Five Hundred Ninety Only)
EMD	₹ 18,000/- (Eighteen Thousand Only)

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PART –I

SECTION – I

GENERAL INFORMATION

1. INTRODUCTION

E-Tenders are invited by The Shipping Corporation of India Ltd., Kolkata (hereinafter referred to as “the Corporation” from reputed and eligible bidders under “**Two-bid” system** (Technical Bid and Price Bid) for “**AMC of IT Equipment & Desktop Support at Kolkata” for a period of 2 years** with an option to extend the contract twice for three (3) months each at the discretion of SCI as per scope of work (SOW) defined in Section –III.

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

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

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

2. TENDER FEES

Tender fees in the form of electronic remittance **of INR 500/- + 18% GST = Total ₹ 590/-** (*Total Rupees Five Hundred Ninety Only*) to the Corporation’s Bank Account (details mentioned at **clause 5 below**) should be made towards Tender Fees before due date and time. Scanned copy of payment receipt (Bank Swift copy / UTR No. of payment made) should be uploaded along with technical offer. **Tenders received without tender fee will not be accepted.** Exemption from Tender Fee shall be granted to eligible entities as per prevailing guidelines of Government of India. Bidders seeking exemption must submit valid supporting document.

3. EARNEST MONEY DEPOSIT/ BID SECURITY

The tender should be accompanied with a refundable EMD of ₹ 18,000/- (Eighteen Thousand Only) in the form of Bank draft in favour of “The Shipping Corporation of India Ltd.” payable at Kolkata OR by Online transfer. Bidder seeking EMD exemption must submit ‘Bid Security Declaration’ (ref. Form A-8) along with valid supporting document for the relevant category for seeking exemption. Tenders received without EMD or Bid Security Declaration (whichever is applicable) are liable to be rejected.

The EMD shall stand forfeited in following cases;

- a) The bidder withdraws his offer after submission at any stage of the tender process within its validity period.
- b) The bidder seeks amendment of tender terms and such amendment is/are not acceptable to the Corporation.
- c) The bidder fails to execute/ refuses to honor the contract awarded and/or fails to submit Security Deposit and / or Performance Guarantee within stipulated time.

- d) The bidder violates terms of the Integrity Pact at any stage of the tender processing or contract performance.

4. **SCI, Kolkata Bank Account details**

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

Name of Company	SHIPPING CORPORATION OF INDIA LTD – KOLKATA FC
Account No.	039305013488
Account Type	CCGEN – CASH CREDIT
Bank	ICICI BANK LIMITED
IFSC	ICIC0000393

5. **Micro and Small Enterprises (MSEs)** registered with bodies specified by the M/o MSME shall be entitled for all the benefits and preferences as per Government of India directives.

6. **Pre-Bid Meeting:** All interested bidders are requested to attend Pre-Bid meeting at place and time specified under RFX Summary in Page # 2 of this tender document.

7. **BID SUBMISSION & DUE DATE**

Only online e-tenders will be accepted. No manual/ postal/ Email/ Fax offers shall be accepted.

Bidders are required to complete bid submission before **1700 Hrs on 28/11/2024**. The tender response would be closed as per system time and upload of responses will not be possible in case deadline ceases.

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

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

Prospective bidders requiring clarification may notify SCI via the e-mail provided in the tender document as per prescribed format (**Annexure D**) within the time line mentioned in RFP Summary (RFP Page # 2).

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

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

9. **AMENDMENT TO BIDDING DOCUMENT**

Amendment to the bids may be permitted as per SCI E-tender portal features. The Corporation, at its discretion, may extend the due date for submission of bids.

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

The Tender response/ bids for subject tender has to be uploaded in two parts.

Part I (Technical Offer) is available as in **Technical RFX > Folder > Public > Technical Docs**.

Part I (Technical Offer) includes:

- SECTION – I : GENERAL INFORMATION
- SECTION – II : PRE-QUALIFICATION CRITERIA
- SECTION – III : SCOPE OF WORK
- SECTION – IV : GENERAL TERMS AND CONDITIONS
- SECTION – V : CHECKLIST OF DOCUMENTS

Part II (Price Offer) includes –

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

- a. The Bidder should ensure that, before scanning and uploading, all the pages of the tender document and attachments are serially numbered and total number of pages indicated in the covering letter. Also note that, size of each file being uploaded on the e-tender portal should be less than 30 MB.

[All pages of Part I (Section-I, Section-II, Section-III, Section-IV, Section-V and Section-VI) {including all supporting documents / attachments} should be serially numbered and total number of pages should be written on first page]

- b. The Bidder is required to download **“Technical Offer”** and save the files on their computer. Detailed information as required in the tender, to be filled in the technical offer and all pages of the technical offer to be signed and stamped. All documents, illustrations, company profile, reports, certificates, authorization letters, as mentioned in the tender also need to be signed and stamped on each pages and scanned for upload.
- c. Proposal Responses shall be submitted to SCI (e-tender portal) using the prescribed format outlined in this section. Please refer to the **FORM A1: Proposal Response Checklist** to verify completeness of a response. The bidder has to completely fill the RFP including all the Forms mentioned in Section VI of the RFP. Incomplete bids received are liable to be rejected.

For detailed guidelines on the e-tender participation process, kindly refer “Ready Reckoner for Bidders” available on our e-tender website.

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

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

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

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

11. ASSESSMENT OF TENDER

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

Once a tender is accepted on technical grounds, the selection among such technically qualified Bidders would normally be only on the basis prices quoted. However, the Corporation reserves the right to reject any/ all of the tenders without assigning any reasons and the decision of the Corporation in this regard shall be final and binding. The Bidders are requested to quote their best and final offer. No conditional quotations will be accepted.

12. BANNING GUIDELINES

The Bidder has to sign Banning Guidelines as mentioned in General Terms and Conditions (SECTION -IV Clause 22) (Signed Banning Guidelines (Annexure A) is required to be submitted as part of tender).

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

14. Contact details of personnel for this tender are:

Chief Manager (IT)

5th Floor, Shipping House,

13, Strand Road,

Kolkata – 700 020

Contact no.: 033- 22543501/03

Email: remsang.pulamte@sci.co.in

PART –I

SECTION –II

PRE-QUALIFICATION CRITERIA FOR THE BIDDER

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

Following table provides the pre-qualification criteria for the Bidder.

Parameter	Qualifying Criteria	Credential to be provided
1. Incorporation and Registration in India	Company registered in India under the Companies Act Or as Proprietary / Partnership Firm as the case maybe.	Copy of Partnership Deed or Memorandum and Article of Association of the Company, as the case maybe. Details of Registration under Shop & Est. Act. shall also be provided.
2. Financial Turnover	Average Annual financial turnover during the last 3 financial years should be at least ₹ 2.7 Lakhs.	Annual reports/ Audited Statement of the previous three years.
3. Project Execution Experience	Bidder should have executed contract for AMC of desktops, laptops, printers, etc. in India during the last 5 financial years should be either of the following: a) One completed work worth ₹ 7.2 lakhs or more OR b) Two completed work worth ₹ 4.5 lakhs each OR c) Three completed work worth ₹ 3.6 Lakhs each	Purchase Orders and Completion Certificate from Customer
4. Quality management systems certification	Bidder must possess valid and relevant ISO certification/ quality standard certification in relevant field.	ISO Certification 9001:2015, ISO 20000-1 or above quality service certification in relevant fields of IT AMC.
5. OEM Authorization	Bidder should have appropriate OEM certification/ Authorization letter (channel partner, service partner, authorization etc.) with any 2 (two) OEMs of the items mentioned in FORM A9.	OEM Authorization Certificate OR Undertaking by bidder
6. Not Blacklisted Company	Should not be banned or black listed in any of the central Government / central PSUs / for the breach of any business contract for the Supply or Services. Should not be involved in business malpractices, such as evasion of Income Tax, Sales Tax etc.	Self-Declaration (Form A-5) stating the same required.
7. Office Location	Should have an office in Kolkata metropolitan area and a Service/ Repair center and minimum 5 qualified service engineers on their payroll to support IT infrastructure in SCI on their own without resorting to sub-contracting in part or full. Rendering support of any sort through franchises will not be acceptable to SCI.	Address of the bidder's office and service/ repair centers with address proof.

- a) Bidders not meeting the pre-qualification criteria are liable to be disqualified.
- b) The experience mentioned above should be of the bidder.
- c) SCI may choose to contact any or all of the customers referred by the bidder above as a proof of their experience, in order to obtain feedback from them, and may choose to disqualify the bidder based on the feedback received. The bidder shall provide all necessary assistance to arrange the same.
- d) Eligibility criteria may be relaxed for Startups (Micro & Small Enterprises or otherwise) in accordance with the Government Guidelines subject to their meeting of other technical specifications.
- e) SCI will have the right to make site visits of the vendor's clients to verify their quality of the Services rendered by them. The verification of the Bidders' Clients will be based on the following:
 - The expertise of the engineers employed by the vendor at the customer sites for maintenance and troubleshooting of PCs, Laptops, Printers, Scanners, Servers etc.
 - Incoming / Outgoing material tracking.
 - Response and Resolution time
 - Expertise available at the Bidders site for repairing any of the equipment taken from the customer site and the time taken for such repairs.
- f) Bidders have to submit certificates from previous clients regarding deployment of competent personnel at client site as per Client/ Project experience pre-qualification criteria.
- g) In case it is observed that any of the above services are not satisfactory, then such Bidders will not be considered for the opening of Commercial Bid.

PART –I

SECTION –III

SCOPE OF WORK

The bidder is expected to provide AMC services for SCI's IT infrastructure (PCs, Laptops, Printers, Scanners, Network equipment) operational at Kolkata.

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

1. SCOPE OF WORK

The successful bidder would be required to carry out:

- 1) Complete Vendor Management Services for equipment under warranty.
- 2) AMC/ Direct Technical Support Services for all the other IT assets under AMC.
- 3) Distribution, installation, configuration of new IT Assets procured during the contract period. This includes transfer restoring backups from existing PCs to the new ones.
- 4) In case of direct maintenance, the service should be comprehensive maintenance, which inter alia includes repair and/or replacement of all defective components with same make and model. In case of replacement of non-serviceable components, the component should be replaced only with a new & compatible component of equivalent or better configuration. On replacement of the item i.e. Monitor, Printer, Scanner, Laptop or whole PC, the vendor should inform about the replacement to SCI IT officer on the letter head of his company and provide the complete report of both (part getting replaced and defective part). Replaced part must be equivalent or higher configuration.
- 5) Comprehensive maintenance shall include all components of Desktop/Printers/Scanner including hard-disks, keyboard, mouse, printer heads, fuser assemblies, plastic parts of printer, etc. but excludes consumables like Toner/ inkjet cartridges, printer ribbons, DVDs, tapes etc..
- 6) Resident Engineer/ Helpdesk will undertake Vendor Management in case of equipment under warranty. He should promptly log & constantly track, coordinate & escalate problems and follow up with respective OEM/ vendor for equipment/component/services under vendor's contract/warranty till resolution of the problem.
- 7) Vendor shall maintain their own vacuum cleaner, blower, cleaning sprays for cleaning of desktops, printers, scanners, cleaning fluid, adhesive glue and cloth for cleaning the RAM/ CPU etc. Vendor shall provide tools for engineer i.e. multi-meter with battery, screw driver set, cleaning brush, soldering tool, LAN tester, crimping/ punching machines and every piece of tools required for smooth functioning of the AMC. Vendors shall maintain at least one external USB hard disk of sufficient capacity for the backup of user data in order to resolve the call as early as possible.
- 8) The Asset Management service includes checking configuration, supervising new hardware deliveries & installation, maintain hardware change documents and update data accordingly. It also includes keeping track of those assets which are being interchanged/ shifted from one user/ dept/ floor to another. Collecting necessary forms filled in by users and dept. head, updating the same in asset master, labeling of new IT assets with Tag nos. etc..
- 9) The bidder shall submit the scheduled monthly/ quarterly reports on regular basis. Any additional reports shall also be submitted by bidder as and when required by SCI during the contract period.
- 10) The bidder should provide minimum 5% of spare Desktops/Printers/Scanners on demand within 6 hours of time in case of any shortage of spare parts of desktops/printers/scanners due to delay in

repair. The bidder has to keep spare desktops/printers/scanners at his own premises.

- 11) The bidder should ensure confidentiality of the data, in-house developed software, software packages purchased by SCI. Copying and illegal use of SCI's software or hardware will be strictly dealt with. The bidder must provide an undertaking to this effect.

2. RESPONSIBILITIES OF BIDDER

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

3. SERVICE DELIVERABLES

The following components are to be included in the AMC. Successful bidder's responsibilities include, but are not limited to the followings:

A. Help Desk Management

Help Desk Management provides one point IT support (ONSITE) for users of the SCI.

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

- viii. Documentation of all processes handled under this AMC.
- ix. Be responsible for delivery of timely and appropriate services to SCI.
- x. Track the spare and maintain minimum inventory for the smooth operation of the AMC and ensure spares are available at any given point of time.
- xi. Other services will include tracking and courier (using SCI's courier service) of relevant documents/equipment sent between SCI Offices.

B. Desktop Management-

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

- i. Presence of qualified and experienced Resident Engineers on site at Shipping House and remote assistance to SCI Haldia office for maintenance and services. All resident engineers should be well versed with all the problems related with hardware/ software of Printers, Desktops, Laptops, Scanners, Network and existing application software in use.
- ii. Root cause analysis should be carried out for frequent hardware/software failures, if there is any.
- iii. Supply of new and genuine hardware parts and installation of the same if required.
- iv. The bidder will have to provide standby desktop of equivalent configuration if the down time exceeds for more than 48 Hours due to non-availability of any particular parts/ component.
- v. Preventive maintenance as scheduled.
- vi. Support of various OS systems in desktops/notebooks/laptops like Windows 7, Windows 10, Windows 11, Linux etc. Provide local permissions i.e. file & printer sharing etc. Provide Active directory, HCL Notes, SAP Client, Antivirus configuration settings.
- vii. Support for application software like MS Office Suites, Network clients, Email clients, SAP clients, CA clients, Active Directory, Anti-virus software, DANAOS & AFSYS clients, APS Corporate (bilingual) software etc..
- viii. Installation/ Upgrade of hot fixes/patches/service packs/operating systems on all desktop and laptops as and when required.
- ix. Management of Desktop OS/ Hardware to ensure standardization.
- x. Performance Administration/ Periodic Monitoring.
- xi. Problem isolation/ Trouble shooting/ Resolution.
- xii. Support for new desktop OS's as required.
- xiii. Support for regular upgrades of various OS and Desktop software mentioned above.
- xiv. Pro-active Disk management.
- xv. Installation and re-installation of all desktop software as required due to disk crashing/formatting, virus attack etc.
- xvi. Reports showing parts repaired, replaced, sent for repair, pending repair etc. using software tools.
- xvii. Before issuing new Desktop/Laptop to user, vendor should ensure the configuration is done as per SCI's IT Policies.
- xviii. Run approved tools to free disk space, delete unwanted programs etc. for better performance.
- xix. During the time of DR or DR drills, desktops to be managed and configured at DR site Kolkata.
- xx. Any other related activity to ensure optimum use of IT assets as and when required.

C. Printer Management

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

- i. Support for diagnosing and resolving printer problems.
- ii. Supply and installation of necessary parts as required including Fuser assembly (for Laser jet Printers)

- iii. Preventive maintenance will have to be carried out every quarter for all printers onsite as covered in this RFP and to submit a detailed report, along with user's signature confirming having done the preventive maintenance.
- iv. Preventive maintenance includes cleanup of complete printer at SCI on site by vacuum cleaner, cleaning the printer heads, parts, gears, etc by acceptable cleaning agents and also oiling of movable parts. Required tools are to be provided by vendors.
- vi. The bidder will have to provide standby printer of equivalent model if the down time exceeds for more than 48 Hours due to non-availability of any particular component.

D. Security Administration

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

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

E. Asset Management

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

- i. Physical inventory of IT assets and creation of Asset information database (Hardware, Software, Peripherals, Networking equipment etc.) using software approved/ provided by SCI for recording information like configuration details, SCI Asset Code, warranty and AMC details etc.
- ii. Recording upgrades, scrapping etc. and updating IT Asset Database.
- iii. Tracking, updating and reporting movements of IT assets.
- iv. Monthly Asset Inventory report to be furnished (*along with invoice*) in a format prescribed by SCI signed by SCI IT Officer.

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

F. Vendor Management

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

- i. Maintain database of the various vendors with details like contact person, telephone nos. Escalation matrix, response time and resolution time commitments etc.
- ii. Liaison with respective vendors for support.
- iii. Managing Service Level Agreements of vendors for warranty/AMC etc.
- iv. Log calls/escalation to vendors.
- v. Tracking and reporting escalations. Produce & maintain MIS reports of calls logged, resolved, escalated and pending with time and date and monitor vendor performance using tools.
- vii. The first level support for any settings / configurations will have to be done for Servers, Desktops, Printers and other peripherals etc. which are under warranty with the various vendors. In case unable to resolve, the call has to be escalated to the vendor with whom the warranty exists.

G. Video Conference Management

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

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

H. Network Management Services

To ensure continuous and consistent Network link connectivity to users.

- i. Diagnosis of network fault, trouble-shooting & resolution.
- ii. Monitoring of network traffic for errors/ bandwidth utilization / link reliability.
- iii. Placing calls and follow-up with Service Providers for LAN/ WAN issues.
- iv. Configuration of Routers, Switches etc. as required by SCI.
- v. In case of failure in any of the LAN switches, provide standby Switch of equivalent specification within 4 business hours of intimation to ensure continuous connectivity to the users. The standby switch shall be provided for at least one month.
- vi. Laying of cable through conduit pipes, casing or aluminium floor raceway.
- vii. Re-patching of patch cords on need basis.
- viii. Maintain proper documentation of IP configurations and LAN/WAN layout.

I. Reports

The bidder shall submit reports on regular basis as directed by IT Department, SCI Kolkata.

Indicative list of reports:

Sr.No.	Report	Frequency
1	Inventory – Asset Register	Monthly
2	Downtime Report	Monthly
3	Issue Register	Weekly
4	PM Schedule	Quarterly
5	Asset Repair/Replacement Status Report	Monthly

4. PERSONNEL DEPLOYMENT FOR THE PROJECT (RESIDENT ENGINEER (RE)/ HELP DESK)

- 1) The successful bidder shall ensure that the required no. of Resident Engineers/ Help desk with the required skill-sets is dedicated and deployed on site throughout the contract period.
- 2) The qualification/ experience and initial no. of support personnel required on site are as below:

Resident Engineers/ Help Desk	
No. of personnel	02 (Two)
Qualifications	Graduate with min. 3 yrs of relevant experience OR Diploma (IT) with min. 2 yrs of relevant experience OR B.Tech/BE/BCA/MCA or equivalent.
Language Proficiency	English & Hindi
Certification	Preferably CCNA, MCDST, MCITP, MCSA or equivalent.
Resident Engineer/ Help desk may be deployed onsite only after due approval of SCI.	

- 3) **Timings:** 9:30 AM to 6:15 PM – Monday to Friday and 10:00 AM to 3:00 PM on Saturday.
- 4) Holidays would be as per SCI Holiday Calendar exclusive of Saturdays. In case of urgency, Resident Engineer may be called on Sundays and Holidays at no extra cost to SCI.
- 5) All Resident Engineers reporting should carry proper identification. The successful bidder should submit a copy of appointment letter issued along with photograph and resume of the Resident Engineers/ Help Desk personnel to SCI.
- 6) Bidder should provide each Resident Engineer with a mobile phone, at his cost (Fixed cost + Recurring cost), so that she / he can be contacted in case of any urgent services. All mobile numbers have to be provided to the SCI.
- 7) The RE/ Helpdesk are required to communicate with SCI Infra/ Data Centre support team at Mumbai on a regular / daily basis for problem escalation/ resolution and must be well conversant in English and Hindi.
- 8) **Call Logging:** Through telephone, e-mail and Helpdesk tool provided by SCI or personally intimating the Help Desk/ Resident Engineer.
- 9) **Call Status and registering user feedback:** Closing of call on confirmation with end-user. Unless the end user is satisfied the status of the call will remain open. All the calls to be logged as per tools provided by SCI. Feedback have to be collected from users before closing the call.
- 10) Escalation: IT Services of specialist for escalated support. Escalation matrix to be provided along with technical bid document.
- 11) Resident Engineers shall carry out the shifting of equipment within the building as and when required. No help/ hamals will be provided by SCI for moving Desktops, printers, scanners etc. from and to their original location for repair/ shifting reallocation. The bidder must arrange manpower and tools/equipment for shifting or repairing.
- 12) In case of absence/ transfer/ resignation of Resident Engineer/ Help Desk, replacement should be immediate with no gaps in the support operations and the SCI should be informed accordingly well in advance. In such case, knowledge transfer to the new Resident Engineer/ Help Desk should be completed within the shortest possible time. All processes and systems should be documented and must be approved by SCI.
- 13) The successful bidder shall undertake to follow all statutory requirements with regard to its labour force / project team, and SCI shall be in no way liable for any obligation in this regard, and shall not under any circumstance be considered the principal employer for any of the members of the bidder's project team. The successful bidder should indemnify SCI against any loss or damage that may be incurred by a member of his project team or any other person acting on his behalf.
- 14) The AMC cannot be subcontracted and all personnel deployed must be on permanent employment and direct payroll of the successful bidder only.
- 15) The Bidder will undertake that supplies of necessary maintenance equipment, tools and spare parts will be made available on a continuous basis.
- 16) It will be the sole responsibility of the successful Bidder to implement and operate the complete contract as per the scope of work to the satisfaction of SCI. The vendor shall not absolve himself of the responsibilities as given in the scope of work due to reasons whatsoever.
- 17) SCI may add or remove components (including no. of resident engineers) from time to time. The rate offered in the Price Bid and accepted should apply on the total quantity in the beginning of each billing month after such addition/removal and as reflected by physical inventory / asset reports. The price offered for the services should remain firm for the duration of the AMC.
- 18) The Bidder will give at least 3 months' notice prior to discontinuing the service.
- 19) SCI will provide office amenities such as seating arrangements, tea/ coffee, drinking water, PC, telephone etc. to the resident engineers.

20) Kolkata being a Regional Office, the REs may be required to undertake First level support for Haldia branch office either by remote desktop management, telephonic support or vendor management as applicable. In case of a visit to this office is required, SCI shall make necessary arrangements.

21) The bidder is responsible to make timely payment to resident engineers.

5. SERVICE LEVELS AND PENALTY

A. Service Level Agreement

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

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

1. The resolution time will be calculated from the time of lodging the call. When formatting and loading of all the OS/software is required, additional 4 (four) hours will be allowed for resolution. When defective parts needs to be replaced, additionally up to a maximum of 48 hours will be allowed for resolution at the discretion of SCI.
2. The Engineer status shown in the table in Part I Section II Clause 2 sub-part 2 is the minimum requirement to be provided by the Service provider. However, it will be the responsibility of the successful bidder to assess the exact requirement to maintain the service level stipulated above. Vendor has to make alternate arrangements for leave/resignation/reassignment of FMS personnel and intimate the same to SCI well in advance.
3. It can be assumed that all the Servers, Laptops and about 25% of the PCs/Printers will be under Priority – 1, and balance 75% under Priority – 2. SCI coordinator will assign the priority on a call-to-call basis.

B. Non-performance/Penalty Charges

Non-performance/ penalty charges would be applied as under for those services which have not achieved the stipulated service level agreement as under:

1. A non-performance/penalty charge of ₹ 200/- per day after the allowed resolution time shall be imposed for each complaint/ item irrespective of inter-dependency with other items.
2. Working less than the stipulated hours by the Resident Engineers or failure to provide replacement of Resident Engineer(s) in case of absence, shall attract penalty charges of proportionate amount of their monthly charges.
3. Penalty charges will also apply for the equipment under vendor management if the calls are logged within 4 hours to the respective vendors and not followed up with proper escalation.
4. The total non-performance/penalty charges for each month will be calculated and deducted from the vendor's monthly bill. The maximum deduction in a month shall be limited to 50% of total monthly charges, beyond which shall amount to unsatisfactory performance.

PART - I

SECTION – IV

GENERAL TERMS AND CONDITIONS

1. PERIOD OF CONTRACT

The period of contract arrangement shall be for 2 (two) years from the date of contract commencement as decided by SCI. The Corporation has the sole option to extend the contract twice by three months each after the expiry of two year contract period at the same terms and conditions. However, the rates for extension period shall be the existing contract rates (to be finalized through this tender) or the new contract rates (to be finalized subsequently for fresh contract), whichever is lower. The differential amount, if any, shall be settled by way of credit note.

2. TECHNICAL BID (PART-I)

- a) All Technical and supporting documentation shall be submitted in English and should be clear, free from jargons and words or phrases requiring interpretation. Expressions like 'subject to availability', 'subject to acceptance', 'to be provided later' etc. shall not be accepted.
- b) FORM A-1: Proposal Response Checklist may be referred to verify completeness of a response.
- c) FORM A-2: Proposal Response Identification and bidder Information should be attached.
- d) Page numbering of the Proposal Response should be consecutive, beginning with page one and continuing through for each section. All pages of the Technical bid are to be serially numbered and total number of pages indicated in the covering letter. Table of Contents to be included in the response.
- e) All pages of the RFP and document of the Technical Bid must be stamped and signed by the authorized person as a token of acceptance to all the terms and conditions of this RFP.
- f) A photocopy of company registration (under Indian Companies Act), Partnership registration certificate, PAN No. and GST Registration should be submitted by the tender along with Part – I of the Tender.
- g) Applicable SAC along with GST % should be mentioned in the Form A-7: Product Check List
- h) The submission of the tender by the Bidder implies that he has read these instructions and has made himself aware of the scope of supply/work and the conditions of tender/contract and the Corporation will not therefore, pay any extra charges on any account in case the Bidder finds at later date that it has misjudged/misunderstood any conditions.

3. PRICE OFFER (PART – II)

- a. All rates (Unit Costs) must be quoted through SCI E-tender portal only as per the Price Offer format **Part II (PRICE OFFER)**. Any other mode of Price Bid submission will not be entertained.
- b. Bidder to quote Unit AMC Cost of equipment for the contract period.
- c. Bidders should quote only in Indian Rupees for all the items.
- d. The Unit Cost for supply of service shall be "**All Inclusive**". No other extra charges whatsoever shall be payable in addition.
- e. Unit Cost quoted should be Exclusive of GST (Goods and Services Tax). Applicable GST for each item to be mentioned in 'Notes and Attachments' tab on the e-tender portal.
- f. The Unit Cost shall be inclusive of charges in respect of Workmen's Compensation and Common Law liabilities payable by the bidder towards injury, death etc. caused to labour, staff etc. employed by him.
- g. The Bidders are requested to quote their best and final offer in the Price Offer Part- II of the tender document. No revised offer shall be entertained. No conditional quotations will be accepted.
- h. Any revision (increase/ decrease) in statutory levy (GST) after the awarding of the contract will be entertained, whenever revised, subject to production of proper documentary evidence in that respect. The revision shall be granted from the date of applicability of said revision in statutory levy.

4. **BID VALIDITY**

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

5. **SECURITY CLAUSE**

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

6. **LAW OF LAND**

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

7. **BIDDER TO INFORM HIMSELF FULLY**

The Bidder shall closely peruse all the clauses, specifications and requirements etc., indicated in the tender documents, before quoting. If the Bidder have any doubt about the meaning of any portion of the tender specification or finds discrepancies or the omissions in the specifications or if the tender documents are found to be incomplete or required clarification on any of the technical aspects, scope of work etc, he shall at once contact the official inviting the tender, before submission of the tender. Any submission of tender by them shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof.

8. **EVALUATION OF TENDER**

- a. Tender will be evaluated/assessed strictly as per the documents submitted with the technical offer. Any shortcoming in information/documents submitted with technical offer will be intimated to the party at the sole discretion of corporation to fulfill the shortcomings.
- b. SCI may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Bidder after the RFP closes and all such information and material provided must be taken to form part of that Bidder's response.
- c. Once a tender is accepted on technical grounds, then the selection among such technically qualified Bidders would normally be only on the basis of rates (Unit Costs) quoted. However, the Corporation reserves the right to reject all / any of the tenders, and the decision of the Corporation in this regard shall be final and binding.
- d. The Bidder must quote for all the items in the Price Offer. Evaluation and award of contract will be done on overall basis i.e., the party position/ranking will be drawn on overall basis.
- e. In case the Bidder does not quote for all the listed items, the quote is liable to be rejected.
- f. **The quantity for each item /service will be multiplied by the corresponding quoted unit cost and the results will be totaled to arrive at the overall financial implications.**
- g. Conditional discounts (If any) will not be taken into account for the financial evaluation. GST shall not be taken into account for the financial evaluation.
- h. The contract shall be awarded to only 1 (one) bidder.
- i. The Bidder with whom the Corporation has dealt with earlier may also note that their performance during past contracts with the Corporation and also if they had committed breach of contract or having unsatisfactory performance with any of the Government body etc., would be taken into account and it would be at Corporation's sole discretion whether to consider such parties for award of contract. However, the parties with which Corporation's legal dispute is pending, award/ non-award of the contract will be the sole discretion of the Corporation.

9. RIGHT OF REJECTION

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

10. DISQUALIFICATION

The tender is liable to be disqualified if:

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

11. AWARD OF CONTRACT

The contract will be awarded to ONE bidder with the lowest evaluated price bid and whose bid has been determined to be substantially responsive.

12. SUBCONTRACTING

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

13. SECURITY DEPOSIT AND PERFORMANCE GUARANTEE

- a. The successful bidder shall deposit an amount equivalent to 5% of the contract value as Security Deposit in the form of Bank Draft or Online transfer within 15 days after award of contract. The Security Deposit shall be refunded three months after expiry of the contract period.
- b. Performance Guarantee equivalent to 5% of the contract value shall be furnished by the successful bidder with whom the Corporation has not dealt with earlier or whose performance was found to be unsatisfactory in the past.
- c. Security Deposit will be liable for forfeiture in case of any breach in contract terms and conditions and in its execution, inability/ unwillingness to service the contract or withdrawal from servicing the contract.
- d. In case of termination of the contract for any reason as per relevant clause of the tender the Security Deposit and/ or Performance Guarantee shall stand forfeited, either wholly or partly and the bidder shall have no claim whatsoever against the Corporation in consequence of such termination of the contract.
- e. In the event the bidder gives up the work before expiry of the contract including extension periods if opted for by the Corporation, or is unable to service the contract for whatever reason, the Security Deposit and/ or Performance Guarantee shall stand forfeited.
- f. No interest shall be payable on the Security Deposit and Performance Guarantee.
- g. The Corporation shall have the right to make recoveries from the bidder's bills, Security Deposit and Performance Guarantee or from any other amount due to him, against any excess payment made to him due to inadvertence, error, collusion, misconstruction or misstatement or purchase made against risk purchase clause.
- h. The Security Deposit and/ or Performance Guarantee paid by the bidder towards satisfactory performance of the contract shall, subject to necessary deductions, if any, be returned to him after three months on expiry of the contract & extension periods, if any.
- i. If the Corporation has terminated the contract (or) if the Corporation is entitled to terminate the contract, the Corporation shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value (or) the amount equivalent to Security Deposit / Performance Bank Guarantee, whichever is higher.
- j. In the event of any dispute as regards to the terms and conditions or as regards to interpretation of the clauses hereof, the decision of the Corporation shall be final and binding.

14. INVOICING

The invoices to be submitted by the successful bidder to -

Central Bill Receipt Cell,

7th Floor, Shipping House,

The Shipping Corporation of India Ltd,

13, Strand Road,

Kolkata – 700 001

Accompanied by - System Generated Purchase Order from SCI.
 - Monthly Physical Inventory Reports
 - Any other information/reports required by the SCI

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

- a. Bills will be settled only when all items mentioned in the corresponding Purchase Order are delivered. In the event of failure to execute any order in full, the Corporation reserves the right to withhold payment for part supplies till the order is fully executed.
- b. The invoice shall be made and submitted on monthly basis after completion of the month on duly certified successful completion of the services.

15. METHOD OF PAYMENT

- a. No mobilization advance shall be payable.
- b. The payment for the products & services would be made on receipt of bidder's invoice.
- c. The payment shall be made directly to the bidder's bank account.
- d. Payment of bills will be made after and submission and verification of invoices due scrutiny and checking by the Bills Department within **120 days** from date of submission of bills, if found complete in all respects.
- e. In case of MSME vendors, the payment terms to be in accordance with the relevant guidelines of the Regulating body governing MSME rules.
- f. Non Performance/ Penalty Charges will be calculated at the end of the month and deductions will be done as per SLA.
- g. The payments will be subject to deduction of applicable taxes and penalty if applied.
- h. Please also note that invoices will be settled only when all items/ services mentioned in the RFP are delivered. In the event of failure to execute any service/deliverables in full, SCI reserves the right to withhold payment for services till the deliverables is fully executed.
- i. Any dispute regarding payment must be raised within 90 days from the date of settlement of relevant bills failing which the same will not be entertained.

16. GST (GOODS and SERVICES TAX)

Registration & GST Rate

- a. The Bidder should indicate GSTIN No. (Copy of GST registration to be enclosed) and PAN No. (copy of PAN to be enclosed).
- b. Tender will be considered/ accepted, if & only if the Bidder has a valid GST Registration No.
- c. Central Tax/ State Tax/ Integrated Tax/ Union Territory tax to be quoted as extra in %.
- d. The Bidder is to ensure correct applicability of Central Tax/ State Tax/ Integrated Tax/ Union Territory tax based on the Inter / Intra state movement Supply of goods and provision services or both.
- e. SAC (Services Accounting Code) along with GST % for each item in Price Offer should be mentioned in **Form A-7**.

Invoicing & Payment

- a. The Tax Invoice for supply of Goods & Services should be raised as per the provision of GST Act & Rules and must compulsorily mention the following: -
 - i. SCI GSTIN KOLKATA West Bengal (as mentioned in the Purchase Order issued)
 - ii. HSN Code or Service Accounting Code for supply of goods or services.
 - iii. Name & address of supplier
 - iv. GSTIN of Supplier
 - v. Consecutive Serial Number & date of issue
 - vi. Description of goods or services
 - vii. Total value of supply
 - viii. Taxable value of supply
 - ix. Tax Rate – Central Tax & State Tax or Integrated Tax, Cess
 - x. Amount of Tax charged
 - xi. Place of supply
 - xii. Address of delivery if different from place of supply
 - xiii. Signature of authorized signatory

- b. Reimbursement of GST to the vendor is contingent upon complying with the following condition by the service provider: -
- i. Uploading the onward GST Return (GSTR-1) in GSTN Network portal within the statutory time period
 - ii. Discharging the GST tax liability to the Government
 - iii. Submission of Tax Invoice to CORPORATION
 - iv. Submission of proof of payment of GST to CORPORATION
 - v. Availment of Input Tax Credit by CORPORATION

Input Tax Credit

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

Penalty for Non-compliance of GST Act

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

Other Provision

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

17. RISK PURCHASE CLAUSE

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

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

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

18. LIQUIDATED DAMAGES

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

19. PENALTY CLAUSE

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

(a) Involved in wrongful billing

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

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

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

(c) In case;

- (i) Supplier is in breach of terms and conditions of the Purchase Order or
- (ii) The conduct of the supplier/ vendors/ contractor is under suspicion or
- (iii) If there is any action by the supplier/ contractor which may result in damage to the brand image and/ or result into commercial loss to SCI,

SCI may consider suspension of business dealings with such supplier/ contractor with immediate effect. For continuing future business, the order of suspension would operate for a period of not more than one year unless withdrawn earlier. After completion of inquiry, if the facts & evidences warrant any penal action against the supplier/ contractor, same will be initiated by the Corporation or suspension revoked, as the case may be.

20. TERMINATION CLAUSE

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

- (a) If the bidder is adjudicated insolvent by a Competent Court or files for insolvency or the bidder, company is ordered to be wound up by a Competent Court.
- (b) If the bidder commits any material breach or breach of any terms and conditions of the contract, the bidder should be given 7 days of prior written notice to rectify the issue. Failing which SCI will have the right to terminate the contract and the Performance Guarantee would stand forfeited.
- (c) If any charge sheet is filed by a competent authority of the Government against the bidder.
- (d) It is to be clearly understood by the bidder that if a charge-sheet is filed by any competent authority of the Government against the bidder, the bidder is obliged to notify SCI within 7 (seven) days of filing of the charge sheet. Failure to do so shall result in forfeiture of all payments due to the bidder for services rendered after the date of filing of the charge-sheet.

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

21. EXIT CLAUSE

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

22. BANNING GUIDELINES

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

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

23. CHANGE OF OWNERSHIP

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

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

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

24. EMPLOYMENT OF WORKERS/PROFESSIONALS

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

25. INTELLECTUAL PROPERTY

Standard Software

- a. With regard to the software supplied by the successful bidder, if any, under this Contract, the successful bidder shall make available the licenses to access and use the Software, including all inventions, designs, and marks embodied in the Software.
- b. Such license to access and use the Software shall be: (i) Nonexclusive; (ii) Fully paid up and irrevocable, (iii) Valid throughout the territory of the SCI’s country

- c. The license shall permit the software for use on the computer(s) for which it was acquired, plus backup computer(s) or transferred to a replacement computer(s), accessed from other computers connected to the local or wide-area network or similar arrangement and reproduced for safekeeping or backup purposes.

26. LIMITATION OF LIABILITY

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

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

27. INDEMNITY

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

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

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

28. FORCE MAJEURE

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

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

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

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

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

If deliveries are suspended by force-majeure conditions lasting for more than 60 days, the purchaser (Corporation) shall have the option of canceling the contract in whole or part, without financial consequences to or entitlement in either party resultant upon such cancellation, which will operate as a

discharge of all future obligations under the contract, but without any rights or obligations arising out of any antecedent breach.

29. DISPUTE RESOLUTION

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

30. CONCILIATION

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

- a. The party desirous of resorting to conciliation shall send a notice of 30 (thirty) days to the other party of its intention of referring the dispute for resolution through OEC. The notice invoking conciliation shall specify all the points of disputes with details of the amount claimed to be referred to OEC and the party concerned shall not raise any new issue thereafter.
- b. CMD, SCI shall nominate three outside experts, one each from Financial/Commercial, Technical and Legal fields from the Panel of Outside Experts maintained by SCI who shall together be referred to as OEC (Outside Experts Committee).
- c. Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of OEC recommendations in any further proceeding.
- d. The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof.
- e. OEC shall hear both the parties and recommend possible terms of settlement between the parties. The recommendations of OEC shall be non-binding and the parties may decide to accept or not to accept the same. Parties shall be at liberty to accept the OEC recommendation with any modification they may deem fit.
- f. Where recommendations are acceptable to both the parties, a settlement agreement will be drawn up in terms of the OEC recommendations or with such modifications as may be agreed upon by the parties. The settlement agreement shall be signed by both the parties and authenticated by all the OEC members either in person or through circulation. This settlement agreement shall have the same legal status and effect as that of an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under Section 30 of the Arbitration and Conciliation Act, 1996.
- g. The parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of implementation and enforcement.
- h. The parties shall not rely upon or introduce as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of the conciliation proceedings, views expressed or suggestions made by the other party in respect of a possible settlement of the dispute; Admissions made by the other party in the course of the OEC proceedings; Proposals made by the OEC; The fact that the other party had indicated his willingness to accept a proposal for settlement made by the OEC.
- i. The parties shall present their case before OEC only through their in-house executives. Neither party shall be represented by a lawyer unless OEC specifically desires that some issue of legal nature is in dispute that needs to be clarified / interpreted by a lawyer.

- j. OEC members shall be entitled to benefits in respect of travelling, lodging etc. as per the existing policy of SCI.
- k. All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings.
- l. If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided in the contract.

31. ARBITRATION

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

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

The venue of the arbitration shall be Kolkata.

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

32. JURISDICTION

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

33. BIDDER FROM COUNTRIES WHICH SHARE LAND BORDER WITH INDIA

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

34. DEFINITIONS

- a. "**CORPORATION**" / "**CORP.**" or "**SCI**" wherever used shall mean "The Shipping Corporation of India Ltd."
- b. "**BIDDER**" or "**TENDERER**" shall mean and include the person, firm or a body corporate which is submitting its tender.
- c. "**CONTRACTOR**" or "**SUCCESSFUL BIDDER**" shall mean and include the person, firm or a corporate body with whom the Contract has been placed including their heirs, executors, administrators, successors and their permitted assigns, as the case may be.
- d. "**OEM**" (**Original Equipment Manufacturer**) shall mean firm who is the Original Equipment Manufacturer of any equipment / system/ software/ product
- e. "**Contract**": The Agreement entered into between SCI and the Successful Bidder including the RFP, proposal submitted by successful bidder and all Annexure and the agreed terms as set out in the bid and amendments and modifications to the above from time to time.
- f. "**Deliverable**" shall mean the tangible work product resulting from the performance of Services, including Products.
- g. "**Product**" shall mean hardware and software as may be required to be provided by the successful bidder.
- h. "**Services**" shall mean activities related to planning the strategy and approach for detailed implementation & post implementation processes and procedures, OS and other software installation, configuration, tuning, customization.
- i. "**Specifications**" shall means technical information about Product as mentioned in the manuals, user documentation, and technical data sheets provided by the Bidder and OEMs.

FORM A-1: Proposal Response Checklist

KOL/IT/AMC/2024/02: Tender for AMC for IT Equipments & Desktop Support at Kolkata

LIST OF DOCUMENTS TO BE ATTACHED

(This checklist must be duly signed and submitted)

#	Document to be enclosed	Please tick <input type="checkbox"/> / Remarks
1	Tender Fee of ₹ 590/-	YES / NO DD/PO/ UTR No.: Date: Bank:
2	EMD of ₹ 18,000/-	YES / NO DD/PO/ BG No.: Date: Bank:
3	Valid MSME certificate enclosed (if applicable)?	YES/ NO
4	All the pages of this tender document duly signed & stamped, implying acceptance of all the terms & conditions described through its length.	YES / NO
5	Form of Particulars duly filled (Form A-2)	YES / NO
6	Copy of company Partnership deed/ Affidavit/ Registration/ Incorporation certificate	YES / NO
7	Valid Trade license issued by Municipal Corp./ License of firm under Shop & Est. Act/ State/ Central Govt. to establish party is base out of / having fully functional office and repair/ service center setup in Kolkata Metropolitan area.	YES / NO
8	Copy of Income Tax PAN	YES / NO
9	Copy of GST Registration	YES / NO
10	Audited copies of Profit & Loss A/c, Balance Sheet and Income Tax Returns for the last 3 financial years FY 2023-24, 2022-23, 2021-22	YES / NO
11	Project/ Work Experience (Form A-3) along with Work order/ Purchase order and Work completion/ Performance certificate.	YES / NO
12	List of Personnel (Form A-4)	YES / NO
13	Quality management systems certification	YES / NO
14	Certification/ authorization (MAF) from any two OEMs listed in Annexure C (desktops, printers, scanners) or Undertaking by bidder	YES / NO
15	Declaration by Bidder (Form A-5)	YES / NO

16	Agreement to Terms and Conditions (Form A-6)	YES / NO
17	Product Checklist (Form A-7)	YES / NO
18	Banning Guidelines (Annexure A)	YES / NO

Notes:

1. Any other certificate besides the above mentioned if deemed necessary can also be enclosed.
2. All the documents should be attached on the order mentioned above.
3. All documents to be serially numbered and total number of pages indicated on Covering Letter.

Date:

Signature:

Place:

Name:

Designation:

Company Name:

Seal of Company

FORM A-2: FORM OF PARTICULARS

KOL/IT/AMC/2024/02: Tender for AMC for IT Equipments & Desktop Support at Kolkata		
Bidder's Information		
1	Name of the Company/ Firm	
2	Full postal address	
3	<u>Communication details</u> Contact Person & Designation: Phone no.: Email:	
4	Whether proprietary/ Partnership/ Limited company along with year and date of establishment/ incorporation.	
5	Name of main Partner(s)/ Proprietor/ Directors as applicable (enclose phone no. & email)	
6	Whether your firm is registered under Municipal Act and/ or State Govt. Shops and Establishment Act.? Please provide regn. /license no. (Enclose copy of valid certificate)	
7	Income Tax PAN (enclose copy)	
8	GST Reg. No. (enclose Final Registration copy)	
9	Annual Turnover (₹ in Lakhs) of last 3 financial years. (Enclose copy of Audited Balance Sheet and Profit & Loss Statement for last 3 financial years)	FY-2023-24:
		FY-2022-23:
		FY-2021-22:
10	Income Tax Returns for last 3 financial years FY 2023-24, FY 2022,-23, FY 2021-22 (enclose copy)	
11	Details of MSME Registration along with Validity period in case bidder is claiming exemption from Tender Fee. (Enclose duly stamped signed copies of MSME registration certificate)	
12	Bank Account Details (enclose copy of cancelled cheque):	

Account No.	
Account Holder Name	
Account Type	
Banker's Name & Address	
Branch Name	
IFSC	

Note:

- 1) Particulars requested above may be furnished on separate sheets, if necessary.
- 2) Bidder should provide self-attested photocopy / scan copy of PAN card by authorized signatory of Party/ Proprietor / Partner

I certify that the information provided above is to the best of my knowledge true and correct.

Authorized Representative Signature

Date:

Signature:

Place:

Name:

Designation:

Company Name:

Seal of Company

FORM A-3: Clientele / Experience

KOL/IT/AMC/2024/02: Tender for AMC for IT Equipments & Desktop Support at Kolkata					
Sr. No	Name of the Client (including address)	Contact Person with Phone no.	Contract Period	Details of the Contract/project	Approximate Value of the contract

Note: Contract order/ Purchase order and Performance certificate from client to be attached.

Date:

Place:

Signature:

Name:

Designation:

Company

Seal of Company

FORM A-4: List of Personnel

KOL/IT/AMC/2024/02: Tender for AMC for IT Equipments & Desktop Support at Kolkata		
Type of personnel	Total Number of employees	Name of the person with experience
Staff with the Skills – Help Desk Engineers.		

(Please enclose profiles)

Note: Bidder should provide the **Names of at least 5 qualified service engineers & Bio-data of minimum 3 Helpdesk engineers** providing details of qualification and work experience as per Part I Section III Clause 3- Personnel Deployment for the Project.

Date:

Place:

Signature:

Name:

Designation:

Company

Seal of Company

FORM A-5: Declaration by Bidder

KOL/IT/AMC/2024/02: Tender for AMC for IT Equipments & Desktop Support at Kolkata

- We declare that our company has not been banned or blacklisted by any Government or quasi Government agencies or Public Sector Undertakings in India and/ or taken any punitive action against us. If yes, state details/reason.
- We declare that there are no pending litigations / arbitration proceedings or prior judgments delivered by a court of law against us.
- We declare that there is no employee/ partner/ director etc. in our firm/ organization who has/ had any relations with SCI.

If exist, please provide details below:

- We declare that there is no ex-employee of SCI working in/ for our firm, who at the time of separating from SCI was at the designation of Deputy General Manager or higher.

If exist, please provide his/her details along with his/her role in your organization.

- We declare that our company has full-fledged registered/branch office in Kolkata. Also have sufficient number of qualified service engineers on the roll to support IT infrastructure in SCI without resorting to sub-contracting in part or full.

Date:

Signature:

Place:

Name:

Designation:

Company:

Seal of Company

FORM A-6: Agreement to Terms and Conditions

KOL/IT/AMC/2024/02: Tender for AMC for IT Equipments & Desktop Support at Kolkata

Our Organization/Firm/Company agrees to provide the services as per the RFP. We agree to all the terms and conditions of the RFP No. KOL/IT/AMC/2024/02

Date:

Place:

Signature:

Name:

Designation:

Company

Seal of Company

FORM A-7: Product Checklist Form

(This Checklist is to be attached with Technical Bid. No prices should be mentioned in this document, or else the bidder will be disqualified)

KOL/IT/AMC/2024/02: Tender for AMC for IT Equipments & Desktop Support at Kolkata

Bidder should provide comprehensive AMC for all the items mentioned below

SAC (Services Accounting Code) and GST % (Goods and Service Tax) for each item

S/N	Product Description	Quantity	SAC	GST %	AMC /FMS Provided
1	AMC of Desktops	25			<input type="checkbox"/>
2	AMC of Laptops	01			<input type="checkbox"/>
3	AMC of Servers	01			<input type="checkbox"/>
4	AMC of LaserJet Mono Printers	10			<input type="checkbox"/>
5	AMC of Network LaserJet Printers	16			<input type="checkbox"/>
6	AMC of DeskJet AIO Printers	2			<input type="checkbox"/>
7	AMC of Entry Level Scanners	4			<input type="checkbox"/>
8	AMC of High Speed ADF Scanners	4			<input type="checkbox"/>
9	AMC of Network ADF Scanners	2			<input type="checkbox"/>
10	Resident Engineer	2			<input type="checkbox"/>
11	Network Maintenance Services	1			<input type="checkbox"/>
12	LAN Cable Laying (in metres)	200			<input type="checkbox"/>

Date:

Place:

Signature:

Name:

Designation:

Company Name :

Seal of Company :

FORM A-8: BID SECURITY DECLARATION

Tender no: KOL/IT/AMC/2024/02

RFx No: 9000047293

To,
The Chief Manager (Information Technology)
The Shipping Corporation of India Ltd., Kolkata
5th Floor, Shipping House,
13, Strand Road, Kolkata - 700 001.

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Security Declaration.

We accept that we will be suspended from being eligible for bidding in any further contract with the Corporation for the period of time of at least 2 years starting from date decided by the corporation, if we are in breach of our obligation(s) as state under:

- a. Are involved in unfair practices and or/or furnishing false information and /or is in violation of herein contained terms & conditions and /or withdraws submitted bid at any stage after due date of the tender submission; OR
- b. In the event of withdrawal of our Bid before expiry of the validity period, either before or after conveying the acceptance of the offer; OR
- c. Having been notified of the acceptance of our Bid by the Corporation during the period of bid validity,
 - (i) fail or refuse to execute the Contract, if required OR
 - (ii) fail or refuse to furnish the Performance Security, in accordance with terms and conditions of the Tender.

We understand this Bid-Security Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) 28 (twenty-eight) days after the expiration of our Bid.

Place:

Signature of the bidder :

Date:

Full Name :

Company Seal :

Annexure A

Policy and Guidelines for Removal / Suspension / Banning of Entities

The Shipping Corporation of India Ltd

1. Introduction

- 1.1. (SCI), a premier commercial organization, is committed to maintaining ethics of the highest standard and adopt best industry practices in all its activities. During the course of business,
- 1.2. SCI transacts with various firms and companies in their capacity as bidders / vendors / contractors / agents, hereinafter, referred to as the 'Entity'. SCI considers all its business dealings as a relationship and no relationship can be built on deceit or unethical conduct. SCI in all its business dealings endeavours to maintain fairness, transparency and it is expected that the other party to the deal will also uphold similar code of conduct.
- 1.3. This guideline on banning unscrupulous elements / parties is being adopted to weed out corrupt practices and their recurrence from the system.
- 1.4. During the proceedings as laid down in this document, the party / parties would be provided with ample opportunity to tender their explanations along with documentary evidence to present their case which would be duly considered based on the principles of natural justice. The banning guidelines are not
- 1.5. Applicable for poor performance or any inadvertent or unintentional lapse on part of the party.
- 1.6. The decision of banning any business dealings would be taken only after it is established beyond doubt that the party has committed an act of deception, fraud or other misconduct in the tendering process or in the execution of contracts awarded / orders issued to them.

2. Scope

- 2.1. The guiding principles and processes for (i) Removal of an Entity from the approved list (ii) Suspension and (iii) Banning of an entity from doing business with the Corporation, for a specified period, are laid down herein.
- 2.2. These guidelines apply to all firms / bidders / vendors / contractors / agents, etc. including those on approved panels, who have or are expected to have business dealings with SCI, and shall extend to all units, offices, establishments, subsidiaries and vessels of the SCI including those which get set up in future.
- 2.3. It is clarified that these guidelines do not deal with poor performance of the Entities.
- 2.4. Without prejudice to the claims and rights of SCI in relation to subsisting arrangements, action under these guidelines would take effect prospectively.

3. Definitions:

In these Guidelines, unless the context otherwise requires:

- 3.1 The Expression 'Party / Contractor / Bidder / Vendor / Entity' includes a company incorporated in law, a firm (whether registered or not), an individual, HUF, a co-operative society or an association or a group of persons engaged in or expected to be engaged in business dealings with SCI.
- 3.2 'Inter-connected Entity' shall mean two or more companies having any of the following features:-
 - If any or all of the Partner(s) / Functional Director(s) are common.
 - If the Management is common;
 - If the entity is controlled or is otherwise subservient to an entity against which action under these guidelines is taken or contemplated.
- 3.3 'Competent Authority' and 'Appellate Authority' shall mean the following:
 - For banning any Entity, Indian or foreign, the "Competent Authority" would be a "Committee of Directors" comprising of the Director of the Division awarding the contract, Director (Finance) and the Director/s of the concerned Operations Divisions.
 - The Chairman & Managing Director, SCI, shall be the 'Appellate Authority' in respect of such cases.

In case the original contract has been approved by the Chairman, then, for banning of the party, the competent authority would include the Chairman & Managing Director, Director (Finance) and Directors of the concerned operating divisions. In such a case an Appellate Authority would be the SCI Board of Directors or a committee formed by the Board for the purpose.

For contracts where Board approval is mandatory for award, the Board or nominees of the Board would constitute the competent authority. In such cases any appeal would also lie with the Board.

Banning proposals initiated by the SCI branch offices would be heard by the same authorities as mentioned at 3.0 iii (a) and 3.0 iii (b) above, and would have a company-wide effect, unless otherwise specified by the Competent Authority.
- 3.4 Investigating Department' shall mean any department / division / office of SCI investigating into the conduct of the Entity and shall include "Central Bureau of Investigation, the State Police or any other authority or entity set up by the Central or State Government having powers to investigate".
- 3.5 List of 'Approved Entities' – shall mean and include list of approved Parties / Contractors / Suppliers / Bidder / Vendor / Agents', if registered / contracted with SCI.

4. Grounds for initiation of Banning Business Dealings:

- 4.1. If considerations of security, sovereignty or friendly relations of the state with other countries or reasons of trade or commercial confidence of SCI so warrant.
- 4.2. If any persons by whatever designation / name holding control of the entity or having substantial influence in the affairs of the entity is convicted by a Court of Law for offences involving moral turpitude, during the last five years.
- 4.3. If there is strong reason to believe that the Directors, Proprietors, Partners, Managers of the Entity have been guilty of malpractices such as bribery, corruption, fraud, misrepresentation of facts, interpolations or other unfair / unethical practices.
- 4.4. If the Entity continuously refuses to return / refund the dues of SCI without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;
- 4.5. If business dealings with the Entity have been banned by the Govt. or any other Central Public sector enterprise, then, such banning can also be extended for the same period as banned by the concerned Govt. / CPSE.
- 4.6. If any recommendation is received from Vigilance Division to ban business dealings with the Entity.
- 4.7. If the Entity has resorted to corrupt, fraudulent practices, coercion, undue influence and other violations including misrepresentation of facts.
- 4.8. If the Entity uses intimidation / threats or brings undue outside pressure on the Corporation (SCI) or its officials in acceptance / performance of the job under the contract.
- 4.9. If the Entity indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;
- 4.10. Established litigant nature of the Entity to derive undue benefit;
- 4.11. If the Entity misuses the premises or facilities of the Corporation (SCI), forcefully occupies tampers or damages the Corporation's properties including land, water resources, forests / trees, etc.
- 4.12. If the Entity employs a dismissed / removed public servant or employs a person convicted for an offence involving corruption or abetment of such offence.
- 4.13. (Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealings for any good and sufficient reason).

5. Initiation of Banning / Suspension:

The contracting Department on receiving request to ban the Entity on any of the above grounds (as listed under clause 4) will initiate the banning process by forming a Committee comprising of Representatives from concerned User Division, Contracting Division, Finance Division. The User / Reporting Division to provide all relevant facts / material to the contract initiating Department / Division which will present it to the aforementioned Committee. The Committee so formed will study the case and then submit its recommendations to the Competent Authority to decide on banning the Entity from all dealings with SCI. The Competent Authority would comprise of Director of the Division awarding the contract, Director (Finance) and Director of the concerned Operating Division. C&MD would be the Appellate Authority.

6. Suspension of Business Dealings during Investigation period:

- 6.1. If the conduct of any Entity dealing with SCI is under investigation, the Investigating Department will inform its Divisional Director, who in turn will convene a meeting of the Competent Authority. The Vigilance Department will be informed as well, and the Chief Vigilance Officer can send his recommendations to the Competent Authority based on the same.
- 6.2. The Competent Authority may consider whether the allegations (under investigation) are of a serious nature and whether, pending investigation, it would be advisable to continue business dealings with the Entity. If the Competent Authority, after consideration of the matter, including the recommendations of the Investigating Department (if any), decides that it would not be in the interests of the Corporation to continue business dealings pending investigation, it may decide in favour of suspending business dealings with the Entity. The report of the Competent Authority must be submitted to the CMD, SCI, within 21 days from the receipt of the reference by the concerned Divisional Director and within the effective date of suspension.
- 6.3. The order of suspension will be passed by the concerned Divisional Director and would operate for a period of not more than six months from the date of issuance of such order, and may be communicated to the Entity as also to the Investigating Department.
- 6.4. The Investigating Department must ensure that their investigation is completed and the whole process of final order is over within such period. However, if investigations are not completed in six months time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.
- 6.5. The order of suspension shall be communicated to all Departments / Divisions / branch offices of SCI. During the period of suspension, no business dealing may be held with the Entity.
- 6.6. As far as possible, other existing contract(s) with the Entity may continue, unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.

- 6.7. If the Entity concerned asks for detailed reasons of suspension, the Entity may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Entity at this stage.
- 6.8. It is not necessary to give any show-cause notice or personal hearing to the Entity before issuing the order of suspension.

7. Banning of Business Dealings:

- 7.1. A decision to ban business dealings with any Entity shall normally apply throughout SCI, unless otherwise specified by the Competent Authority. The Competent Authority may restrict the ban to a Division/s or branch Office/s if in the particular case, banning of business dealings by the respective Unit will serve the purpose and achieve its objective and banning throughout the Corporation is not required in view of the local conditions and limited impact of the misconduct / default.
- 7.2. There will be an Investigating Committee in each Division / branch office, to be appointed by the Divisional Director, for processing cases of "Banning of Business Dealings". The committee shall consist of officers from the Indenting Division, the concerned DFO and the Contract Officer responsible for invitation of bids. The functions of the committee shall, inter-alia include:
- To examine the report other material and circumstances to determine whether or not if a prima-facie case for banning exists.
 - To recommend for issue of show-cause notice to the Entity by the concerned department as per clause 9.1.
 - To examine the reply to show-cause notice and call the Entity for personal hearing, if required.
 - To submit recommendations to the Competent Authority for banning or otherwise.
- 7.3. If the Competent Authority is prima-facie of the view that action for banning business dealings with the Entity is called for, a show-cause notice may be issued to the Entity as per paragraph 9.1 and an enquiry held accordingly.

8. Removal from List of Approved Entities - Suppliers/Contractors, etc.:

- 8.1. If the Competent Authority decides that the charge against the Entity is of a minor nature, it may consider removing the name of the Entity from the list of approved Entities – Suppliers / Contractors, etc. – without recourse to an outright ban.
- 8.2. The effect of such an order would be that the Entity would not be disqualified from competing in Open Tender Enquiries, but would not be considered for limited tender enquiries.
- 8.3. Past performance of the Entity would be taken into account while processing for approval of the Management for awarding the contract.

9. Show-cause Notice:

- 9.1. In case where the Competent Authority decides that action against an Entity is called for, a show-cause notice has to be issued to the Entity. A statement containing the imputation of misconduct or misbehaviour may be appended to the show-cause notice and the Entity should be asked to submit within 15 days a written statement in its defense.
- 9.2. On request from the Entity, necessary facility will be provided for inspection of relevant document/s in possession of SCI, that establishes the grounds for banning (under clause 4).
- 9.3. The Competent Authority may consider and pass an appropriate order:
- For exonerating the Entity, if the charges are not established or
 - For removing the Entity from the list of approved Suppliers / Contractors, etc. or
 - For banning business dealings with the Entity.
- 9.4. The period for which the ban would be operative may be mentioned in the order. It should also state explicitly that the ban would extend to the Inter-connected Entities.

10. Appeals against the Decision of the Competent Authority:

- 10.1. The Entity may file an appeal against the order of the Competent Authority banning business dealing etc. The appeal shall be filed to the Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.
- 10.2. The Appellate Authority would consider the appeal and pass appropriate orders which shall be communicated to the Entity as well as the Competent Authority.

11. Circulation of the names of Entities with whom Business Dealings have been banned:

- 11.1. The banning order will be issued to the Entity by the concerned contracting Divisional Director. It will also be circulated to all the Divisions and branch offices of the Corporation and the names of the banned entities will be posted on the SCI website.
- 11.2. Depending upon the gravity of misconduct established, the Competent Authority of the Corporate Office may circulate the names of the Entity with whom business dealings have been banned, to Government Departments, other Central Public Sector Enterprises, etc. for such action as they deem appropriate.

- 11.3.** If a Government Department or a Central Public Sector Enterprise requests for more information about the Entity with whom business dealings have been banned, a copy of the report of Investigating Department together with a copy of the order of the Competent Authority/Appellate Authority may be furnished.
- 11.4.** If business dealings with any Entity have been banned by the Central or State Government or any other Central Public Sector Enterprise, SCI may, without any further enquiry or investigation, issue an order banning business dealing with the Entity and its inter-connected Entities.

Date:

Place:

Signature:

Name:

Designation:

Company

Seal of Company

Annexure B

GUIDELINES FOR BIDDER FROM COUNTRIES WHICH SHARE LAND BORDER WITH INDIA

I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -

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

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

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

Explanation -

(i) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of share or capital or profits of the company;

(ii) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

(b) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

(c) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

(d) Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

(e) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

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

VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

UNDERTAKING

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.

**(Signature of the Tenderer
With Rubber stamp of the firm)**

Place :

Date :

Enclosures: Wherever applicable, evidence of valid registration by the Competent Authority shall be attached.

Annexure C

INVENTORY OF IT EQUIPMENT FOR AMC SERVICES

Sr. No.	Make & Model	Specification	Qty	Warranty Status	AMC from (Tentative)
DESKTOP COMPUTERS					
1	LENOVO Think Center	Core i3 3.4GHz/4GB DDR3/500 GB HDD/19" TFT LCD Wide	10	Void	01.02.2025
2	DELL Optiplex 780	Core2 Duo 3.06GHz/ 4GB DDR3/ 250 GB HDD/ 19" TFT LCD Sq.	10	Void	01.02.2025
3	DELL Optiplex 780	Core2 Duo 3 GHz/ 4GB DDR3/ 250 GB HDD/ 19" TFT LCD wide	5	Void	01.02.2025
Total No. of PCs			25		
4	Dell Optiplex 7010 Plus	Core i5-13500 2.5GHz, 32 GB DDR5/ 2 TB NVMe SSD/ 24" Vidcon IPS	47	For Vendor Management. OEM warranty upto Aug '29	
LAPTOP					
1	HP 520M	Laptop Computer, core i-5	01	Void	01.02.2025
SERVERS					
1	IBM x Series 236	3.6 GHz Xeon Dual, 4GB DDR, 2x146 GB HDD, DLT, Redundant Power	01	Void	01.02.2025
PRINTERS					
1	HP 3600 Series	DeskJet AIO Printer	02	Void	01.02.2025
2	HP 1022/1505/ 1566	LaserJet Mono	10	Void	01.02.2025
3	HP 1606DN	Network LaserJet, duplex	13	Void	01.02.2025
4	HP 3015DN	Network LaserJet, duplex	02	Void	01.02.2025
5	HP 2055DN	Network LaserJet, duplex	01	Void	01.02.2025
Total			28		
SCANNERS					
1	HP G2410	ScanJet – Flatbed	04	Void	01.02.2025
2	HP 5590	ScanJet – Flatbed (ADF)	02	Void	01.02.2025
3	HP 3000S2	ScanJet (ADF)	01	Void	01.02.2025
4	HP N9120	ScanJet Ent. Flow (ADF)	01	Void	01.02.2025
5	HP 6350	Network ScanJet (ADF)	02	Void	01.02.2025
Total			10		
LOCAL AREA NETWORK					
1	CISCO 2960S	24-PORT L2 Switch	1	Void	01.02.2025
2	CISCO 2960S	48-PORT L2 Switch	4	Void	01.02.2025
3	DIGISOL DG-FS4526	24- PORT L2 Switch	1	Void	01.02.2025
4	LAN Components	Includes all components – Cat 6 UTP, mounting/ patch cord, RJ45, IO with faceplate/ box etc.	1	Void	01.02.2025

Sr. No.	Make & Model	Specification	Qty	Warranty Status	AMC from (Tentative)
OTHERS					
1	WAN	MPLS/ MLLN components		For Vendor Management	
2	UPS	All UPS (500VA – 5KVA)			

Note: Quantity given above is only indicative and the actual quantity will be established by physical inventory taken after awarding the contract and before commencement of the contract.

- 1) All Equipment with void warranty will fall under Direct Comprehensive Maintenance.
- 2) Equipment under warranty will fall under Vendor Management.
- 3) OEM extended warranty may be obtained for any equipment with void warranty or expiring warranty. Direct Comprehensive Maintenance or Vendor Management shall apply as per the current status of the equipment.
- 4) New and old equipment may be added or removed during the period of contract.

Annexure D

Bidders' Queries

(Format for Bidder's queries and not for tender submission)

S/N	RFP Clause No./ Tender Page no.	Stated Condition	Clarification Required	Comments

Part II - PRICE OFFER (Sample Format)

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

RFX Information			Items		Notes and Attachments
Sr. No.	SAP Service Number (for Internal Use)	Item Description	Total Qty	AMC Cost (₹) Per Item for 2 years	Total AMC Cost (for 2 years)
			A	B	C=A*B
1	11000000000003668	AMC of Desktops	25	₹ xxx	₹ xxx
2	11000000000003670	AMC of Laptops	1	₹ xxx	₹ xxx
3		AMC of Servers	1	₹ xxx	₹ xxx
4	11000000000003672	AMC of LaserJet Mono Printers	10	₹ xxx	₹ xxx
5	11000000000003673	AMC of Network Laserjet Printers	16	₹ xxx	₹ xxx
6	11000000000003671	AMC of Deskjet AIO Printer	2	₹ xxx	₹ xxx
7	11000000000003620	AMC of Entry Level Scanners	4	₹ xxx	₹ xxx
8	11000000000003621	AMC of ADF Scanners	4	₹ xxx	₹ xxx
9	11000000000003621	AMC of ADF Network Scanners	2	₹ xxx	₹ xxx
10	11000000000003674	Resident Engineer	2	₹ xxx	₹ xxx
11		Network Maintenance Services*	1	₹ xxx	₹ xxx
12		LAN Cable Laying **	200	₹ xxx	₹ xxx
Grand Total (exclusive of GST)					₹ xxxxxxx

NOTE:

- 1) All prices should be in Indian Rupees. Bidder should quote as per format only.
- 2) The quantity indicated in the Price Offer is only indicative and will be used for cost evaluation of bids.
- 3) SCI may add or remove equipment from time to time. The rate offered in Price Offer and accepted should apply on the total quantity in the beginning of the month after such addition/removal and as reflected by physical inventory reports. The price offered for the services should remain firm till the completion of the service contract.
- 4) The Bidder should mention all the prices (as required in RFP) in this table only. No additional payment will be paid over and above the prices offered.
- 5) The bidder has to quote for all the items. If any of the items is quoted blank, it will be considered that bidder will supply that item at zero cost.
- 6) “Total Bid Value” will be used to determine order of competitiveness amongst bidders.
- 7) Applicable SAC along with GST % should be mentioned in the Form A-7: Product Check List

*Includes monitoring, providing - standby switches/ devices, mounting/patch cord, RJ45 connectors & IO with faceplate etc.

** LAN Cable laying is exclusive of cost of cable and conduit. Quantity mentioned is for evaluation purposes only. Actual quantity will be based on consumption.

Date: _____ Signature : _____
Place : _____ Name : _____
Designation/ Seal of the Company : _____