

Nalanda University

No. NU/Interim Camp/12

Dt. 23nd February, 2017

To

1. M/s: _____

(As per list enclosed)

2. _____

Notice board

Sub: Limited Tender Enquiry is invited for Quotation for providing **Comprehensive Annual Maintenance contract of Laptops, Computers, UPS, Printers of Legislative Department, of Nalanda University located at Rajgir, Bihar.**

Sealed Quotation (both technical and commercial) are invited for Annual Maintenance contract of Laptops, Computers, UPS, Printers for minimum one year to Nalanda University. Detailed tender document can be obtained/downloaded from the website: - www.nalandauniv.edu.in. The down loaded tender document can be submitted by post or may be dropped in the Tender Box of the Nalanda University, Rajgir, placed in the office of Administration on or before due date & time of receipt of offer as indicated above.

2. DUE DATE & TIME FOR RECEIPT/OPENING OF THE QUOTATION:-

(i) Due date and time for receipt : **14/03/2017 up to 4:00 P.M.**

(ii) Due date and time for opening of offer: **14/03/2017 at 4:30 P.M.**

Sealed tenders completed in all respect superscribed on "Limited Tender for Comprehensive Annual Maintenance contract of Laptops, Computers, UPS, Printers in Nalanda University Rajgir" must be submitted to the Registrar, Nalanda University, Rajgir, Pin-803116 latest by **14/03/2017** up to 1600hrs. The tender must be accompanied with an EMD of 14,000/- (Rupees fourteen thousand only) as prescribed in tender document valid for at least six months. The price bid of only those bidders will be opened whose technical bids would clear the technical evaluation.

3. The tenders will be opened on **14/03/2017** at 16:30hrs. The Registrar reserve the right to accept or reject any or all tenders in parts or full without any reason. The tenderers or their authorized representatives may attend opening offenders on 14/03/2017.

Registrar
Nalanda University

Nalanda University
REQUEST FOR PROPOSAL

Invitation of quotations for Comprehensive Annual Maintenance contract of Laptops, Computers, UPS, Printers in Nalanda University.

1. Bids (Double bid - Technical & Commercial) in separate sealed cover are invited for Annual Maintenance contract of Laptops, Computers, UPS and Printers listed in Part II of this RFP. Please superscribe the above mentioned Title, RFP number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid. Both the envelopes must be enclosed in a third sealed envelope and superscribed with the Tender number and due date.
2. The address and contact numbers for sending Bids or seeking clarifications regarding this RFP are given below:

a.	Bids/queries to be addressed to	Registrar Nalanda University Rajgir Pin:-803116.
b.	Postal address for sending the Bids	Nalanda University Rajgir Pin:-803116.

- 3.

This RFP (Schedule) is divided into five parts as follows:
Part I: Contains General Information and instructions for the Bidders about the RFP such as the time, cost of tender document, EMD, place of submission and opening of tenders, Validity period of tenders, etc.
Part II: Containing essential details of the services required, such as the Schedule of Requirements (SOR), Scope of work, Technical details and eligibility criteria, details of Pay & Accounts Offices and their address.
Part III: Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.
Part IV: Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.
Part V: Contains Evaluation Criteria and Format for Price Bids.

4. This RFP is being issued with no financial commitment and the customer reserves the right to change or vary any part thereof at any stage. Customer also reserves the right to withdraw the RFP, should it become necessary at any stage.

Technical

Part I - General Information

1. **Last date and time for depositing the Bids:**

2. **14/03/2017 16:00hrs (4.00 PM)**

The sealed Bids should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.

3. **Manner of depositing the Bids:** Sealed Bids should be either dropped in the Tender Box marked as "for Comprehensive Annual Maintenance contract of Laptops, Computers, UPS and Printers " in Nalanda University Rajgir-803116 or sent by registered **post** at the address given in para (2) at page No.1 so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery of receipt of Bid documents. Bids sent by FAX or e-mail will not be considered.

4. **Time and date for opening of Bids:**

14/03/2017 16:30 hrs

(If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the customer).

5. **Location of the Tender Box: At Reception, Nalanda University Rajgir-803116**

Only those Bids that are found in the tender box or handed over to the Reception at Nalanda University will be opened.

6. **Place of opening of the Bids:** Conference Room, at interim campus at Nalanda University. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of technical Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.

7. **Forwarding of Bids:** Bids should be forwarded by Bidders under their original memo/letter pad inter alia furnishing details like TIN number, Service Tax Registration number, VAT/CST number, Bank address with EFT Account etc. and complete postal & e-mail address of their office.

8. **Clarification regarding contents of the RFP: A** prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the customer in writing about the clarifications sought not later than 10(ten)

days prior to the date of opening of the Bids,. Copies of the query and clarification by the customer will be sent to all prospective bidders who have received the bidding documents.

9. **Modification and Withdrawal of Bids:** A bidder may modify or withdraw his/her bid after submission provided that the written notice of modification or withdrawal is received by the customer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the customer not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.
10. **Clarification regarding contents of the Bids:** During evaluation and comparison of bids, the customer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.
11. **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD,. Conditional tenders will be rejected.
12. **Unwillingness to quote:** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.
13. **Validity of Bids:** The Bids should remain valid till **14/03/2017** from the last date of submission of the Bids.
14. The detailed tender document can also be downloaded from our web site www.nalandauniversity.edu.in.
15. **Earnest Money Deposit:** Bidders are required to submit Earnest Money Deposit (EMD) for an amount of Rs. **14,000/- (Rupees Fourteen Thousand only)** along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Banker's Cheque in favour of Nalanda University or Bank Guarantee from any of the Public Sector Banks or a private Sector Bank authorized to conduct government business as per Annexure-I. EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be

returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organisation (e.g. DGS&D), National Small Industries Corporation (NSIC). The EMD will be forfeited if the bidder withdraws or amends impairs or derogates from the tender in any respect within the validity period of their tender.

16. **Two bid system:** - It is a two bid system only the technical bids would be opened on the time and date mentioned above. Financial bids of only those firms will be opened, whose technical bids are found compliant/suitable after technical evaluation is done by the committee.

Part II - Essential details of Items/Services required

1. **Schedule of requirements:** List for Comprehensive Annual Maintenance contract of Computers, UPS, Printers and Laptops for Nalanda University is given below:

Sl no	Name of the Office	No. of Desktops	No. of UPS	No. of Desktop printers	No. of Network printers	No. of Laptops	No. of Barcode devices
1	Nalanda University	6	80	39	3	18	3

2. **Technical Details & Eligibility Criteria:**

- (i) The firm should be registered with the Registrar of Companies and Sales/Trade tax department. Copies of PAN Number/Tan number/Sales tax number along with registration certificate/Service tax number along with registration certificate and Income-tax clearance certificate>Returns for last 03 years must be attached.
- (ii) The firm should have at least five years' experience in maintenance of Computers/UPS/Printers and Servers with Central Govt. Ministry/department/organization and CPSU. A list of clients where Computers, Printers, UPS and Servers etc. are being maintained should be enclosed along with work award contract.
- (iii) Firm must provide customer satisfaction letter from atleast two customers from govt. department/PSU while submitting the technical bids.
- (vi) Firm must have sufficient numbers of qualified and experienced engineers and a list of those engineers must be enclosed with technical bids.
- (v) Establishment of the firm must be more that 05 years old.
- (vi) The firm should have his register office in New Delhi and Patna.
- (vii) The firm/contractor must submit documentary evidence in support of fulfilling eligibility criteria mentioned above.
- (viii) The firm should be on authorised service partner of atleast three major desktop and printer manufacturers.

(3) **Scope of work**

1. The scope of work covers comprehensive maintenance of Laptops, Desktop Computers, Printers UPS etc. mentioned in Para (1) of Part-II of RFP in the Rajgir based offices.
2. The scope of work also includes maintenance of software procured by Nalanda University and installed in the computers and peripherals.
3. The scope of work covers provision of technical staff in the Nalanda University from 09:30 to 18:00 hrs on all working days and if required, on Saturdays and Sundays and also after 18:00 hrs on working days. Minimum two qualified service engineers having 3 years degree/ diploma in computer/ electronics /telecommunication engineering with an experience of not less than 3 years in computer hardware as well as software maintenance will be at the disposal of the Nalanda University.
4. The Bidder /firm shall also be responsible for deployment of necessary staff for cleaning of all hardware's using suitable cleaning material and equipment. Each equipment has to be cleaned once in two months regularly. A register shall be maintained showing cleaning of each equipment.
5. The engineers deployed shall be responsible for preventive maintenance with virus detection and corrective maintenance of the computers and peripherals under AMC and also maintenance of software. Quarterly report on this shall be produced to respective Officers/Sections of this Department, failing which appropriate penalty, by way of fine would be imposed.
6. The Bidder/firm shall maintain the equipments as per manufacture's guidelines and shall use standard and genuine components for replacement.
7. The necessary support of maintaining VIRUS free computer environment in Nalanda University and help in upgrading the software's Virus Detection mechanism would be provided by the firm/Bidder.
8. The Firm/Bidder must be specialized in LAN troubleshooting.
9. Any reported fault would be taken up by the service engineers within one hour. As far as possible, the repairs would be carried out on site itself. However, in case the equipment is taken to the workshop, the firm would provide standby for the same. Also stand-by inventory of computer, Laser Printer and UPS should be kept in the Nalanda University.
10. A logbook shall be maintained in which the resident engineers shall

record all the complaints made. All the complaints received shall be attended by them in following manner:-

- i) Minor faults immediately.
- ii) Major faults within 4 hours by replacement method, with the available spares, if instructed by Manager IT Section,
- iii) Major faults within 48 hrs, except for the Laser Printers which are to be got serviced from authorized service centres of manufactures.
- iv) The firm shall be responsible for taking backup data and programme available on PCs before attending the fault and shall be also responsible for reloading the same. The backup copies are to be returned to the users, under acknowledgement,
- v) If the equipment is required to be transported to the firm's/manufacture's service workshop for repairs, the same shall be undertaken at the risk and cost of the firm,
- vi) The replacement of components shall be as per manufactures instructions and as per the decision of Head of the IT section
- vii) The firm shall have the required drivers (CDs and Floppies) for maintaining the PCs and peripherals for configuring them,
- viii) Repair and servicing of equipment can be carried out at site or at the firm's works after attending the complaint by replacement method and the same shall be done within 7 days of the receipt of the complaints. The replacement of components shall be free of charge,
- ix) The replacement also involves all items of equipment:-
including major parts such as monitor tubes, print heads of printers, adaptors of DeskJet printers, SMF batteries of UPS, HDD, SMPS, CPU, motherboards, but excluding, consumables such as computer stationery, ribbon, ink cartridges etc.

11. The scope of software maintenance covers:
 - I. Maintenance of all software already installed in the personal computers and peripheral and the software to be installed at later stage.
 - II. Providing basic training on the use of PC to user, if required.
12. The rates quoted should also cover the maintenance of operating system, software installation, installation of patches, data recovery, pre-emptive actions against virus spread, detection/removal of virus, configuration of internet, configuration of applications (client/server), Lotus Notes server and client applications, connection of computers to projector for presentation.
13. The contract shall initially be for a period of one year, extendable up to 3rd year on the basis of performance of last year at the discretion of customer.
14. The contract can be terminated at any time by NU after serving advance notice of three months. NU shall have the right to terminate the contract without assigning any reason, whatsoever to the firm.
15. The contract shall be on comprehensive basis, inclusive of repairs and replacement of spare-parts without any extra payments. The firm shall

carry out preventive maintenance regularly and shall plan, as per schedule of quantities, such that maintenance is carried out in each equipment at least once in three months. A separate logbook should be maintained to record the preventive maintenance carried out on each equipment.

16. The schedule of preventive maintenance shall be as follows:-
 - i) Cleaning of all equipment using dry vacuum air, brush soft muslin clothes.
 - ii) Running of test programmes to ensure quality print/date reliability.
 - iii) Checking of power supply source for proper grounding and safety of equipment,
 - iv) Ensuring that the covers, screws, switches etc. Are firmly fastened in respect of each equipment.
 - v) Shifting of equipment as and when required.
 - vi) Running of diagnostic software for system Performance.
 17. It shall be the responsibility of the firm to make all the Laptops, computers and peripherals work satisfactorily throughout the contract period and to hand over the systems in working condition to the Legislative Department after expiry of the contract. In case any damage is found, the firm is liable to rectify in even after the contract.
- (4). **Period of Contract:** The contract would be for one year from the effective date of contract. Please note that Contract can be cancelled unilaterally by the customer in case services are not received as per quality and standard specified in the RFP and contract within the contracted period. The customer reserves the right to exercise the option clause and repeat order clause as per text given in Chapter IV of this RFP.

Part III - Standard Conditions of RFP

The Bidder, is required to give confirmation of their acceptance of the Standard Conditions of the Request for proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder(i.e Contractor/Supplier in the contract) as selected by the customer. Failure to do so may result in rejection of the Bid submitted by the Bidder/firm.

1. **Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of Contract:** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
3. **Arbitration:** All disputes or differences arising out of or in connection with the contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to services or performance, which cannot be settled amicably, may be resolved through arbitration.
4. **Penalty for use of Undue influence:** The firm/Bidder undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the customer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contractor any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Contractor/Supplier or any one employed by him or acting on his behalf (whether with or without the knowledge of the contractor) or the commission of any offence by -the contractor or anyone employed by him or acting on his behalf, as defined in chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the customer to cancel the contract and all or any other contracts with the contractor and recover from the contractor the amount of any loss arising from such cancellation. A decision of the customer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Contractor. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the contractor towards any officer/employee of the customer or to any other person

in a position to influence any officer/employee of the customer for showing any favour in relation to this or any other contract shall render the contractor to such liability/penalty as the customer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund the amounts paid by the customer.

5. **Agents/Agency Commission:** The firm/Bidder contractor/ Supplier confirms and declares to the customer that the contractor is the original provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to Recommend to the Government of India or any of its functionaries whether officially or unofficially, to the award of the contract to the contractor, nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The contractor agrees that if it is established at any time to the satisfaction of the customer that the present declaration is in any way incorrect or if at a later stage it is discovered by the customer that the contractor has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract the contractor will be liable to refund that amount to the customer. The contractor will also be debarred from entering into any supply Contract with the Government of India for a minimum period of Five years. The customer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Contractor who shall in such an event be liable to refund all payments made by the customer in terms of the contract along with interest at the rate of 2% per annum above 18% penal rate. The customer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India, or with Nalanda University.
6. **Access to Books of Accounts:** In case it is found to the satisfaction of the customer that the contractor has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Contractor, on a specific request of the customer shall provide necessary information/inspection of the relevant financial documents/information.
7. **Non-disclosure of Contract documents:** Except with the written consent of the customer, contractor shall not disclose the contract or any provision of the contract or information related to services thereof to any third party.
8. **Penalty and Liquidated Damages:**
 1. If the firm does not attend to the complaint within 4 hours from the time of registration of complaints with the resident engineer deployed by the firm or on the telephone number (given by the firm for lodging complaints), a penalty @ 5% of the value of AMC charges of the equipment's would be

imposed till it is not available for the use. If a sub assembly of the equipment fails, the penalty shall be applicable for the same scheduled item.

2. If the fault is set right by replacing the defective sub assembly and equipment's, the same should be re-installed after servicing within 7 days (if 7th day falls on holiday then next morning day). In case of default, penalty shall be levied at the rate of 5% of the value of the AMC charges for the scheduled item.
3. Penalty shall be levied for the absence of resident engineer at the rate of Rs.500/- (Rupees Five Hundred only) for every working day.

Termination of Contract: The customer shall have the right to terminate this contract in part or in full in any of the following cases:-

- (a) The delivery of the services is delayed for causes not attributed to Force Majeure for more than 15 days after the scheduled date of signing of contract.
 - (b) The contractor is declared bankrupt or becomes insolvent.
 - (c) The delivery of services is delayed due to causes of Force Majeure by more than 01 months provided Force Majeure clauses is included in contract.
 - (d) The customer has noticed that contractor has utilized the services of any agent in getting this contract and paid any commission to such individual/company etc.
 - (e) As per decision of the Arbitration Tribunal.
 - (f) If the services are not found satisfactory as per RFP/contract.
9. **Notices:** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.
 10. **Transfer and Sub-letting:** The firm/bidder has no right to give, bargain, sell, assign or sublet or otherwise dispose of the contract or any part thereof, as well as to give or to let a third party take benefit or advance of the present Contract or any part thereof.
 11. **Patents and other Industrial Property Rights:** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The firm shall indemnify the customer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs whether such claims arise in respect of manufacture or use. The firm shall be responsible for the completion of the services in satisfactory manner during the currency of the contract.

12. **Amendments:** No provision of present contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.
13. **Duties & Taxes:**
- (a) Any change in any duty/tax upward/downward as a result of any statutory variation taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the contractor. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the customer by the contractor. All such adjustments shall include all reliefs, exemptions, Rebates, concession etc. If any obtained by the contractor.
 - (b) If it is desired by the Bidder to ask for Sales Tax/VAT/Service Tax to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of sales tax/VAT/Service Tax and no liability will be developed upon the Customer.
 - (c) On the Bids quoting Service tax extra, the rate and the nature of Service Tax applicable at the time of supply should be shown separately. Service Tax will be paid to the Contractor at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of services is legally liable to Service tax and the same is payable as per the terms of the contract.
14. **Pre-integrity Pact Clause:** An "Integrity Pact" would be signed between the customer & firms. This is a binding agreement between the customer and firms for specific contracts in which the customer promises that it will not accept bribes during the procurement and services process and bidder promise that they will not offer bribes. Under this Pact, the Bidders for specific services or contracts agree will the customer to carry out the procurement and services in a specified manner. Elements of the Pact are as follows:
- a. A pact (contract) between the Government of India (Ministry of Law and Justice) (the authority or the "principal") and those companies submitting a tender for this specific activity (the "Bidder);
 - b. An undertaking by the Principal that its officials will not demand or accept any bribes, gifts etc., with appropriate disciplinary or criminal sanctions in case of violation;
 - c. A statement by each Bidder that it has not paid, and will not pay, any bribes;
 - d. An undertaking by each Bidder to disclose all payments made in connection with the contract in question to anybody (including agents and other middlemen as well as family members, etc. of officials); the disclosure would be made either at the time of submission of Bids or upon demand of the Principal, especially when a suspicion of a violation by that Bidder emerges;
 - e. The explicit acceptance by each Bidder that the no-bribery commitment

and the disclosure obligation as well as the attendant sanctions remain in force for the winning Bidder until the contract has been fully executed.

- f. Undertaking on behalf of a Bidding company will be made "in the name for and on behalf of the company's Chief Executive Officer".
- g. The following set of sanctions shall be enforced for any violation by a Bidder of its commitments or undertaking:
 - (i) Denial or loss of contracts;
 - (ii) Forfeiture of the bid security and performance bond;
 - (iii) Liability for damages to the principal and the competing Bidders; and
 - (iv) Debarment of the violator by the Principal for an appropriate period of time.
- h. Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviours and compliance program for the implementation of the code of conduct throughout the company.

Part IV-Special Conditions of RFP

The Bidder is required to give confirmation of their acceptance of Special conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder. (i.e Contractor/Supplier in the contract) as selected by the customer- Failure to do may result in rejection of Bid submitted by the Bidder/firm.

1. **Performance Guarantee:** The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee/FDR through a public sector bank or a private section bank authorized to conduct government business for a sum equal to 10% of the contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee/FDR should be valid up to 60 days beyond the date of completion of Contract period.
2. **Option clause:** The contract will have an Option Clause, wherein the customer can exercise an option to procure an additional 50% of the original contracted computers and peripherals number in accordance with the same rate, terms & conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the customer to exercise this option or not.
3. **Repeat Order Clause:** The contract will have a Repeat Order Clause, wherein the customer can order up to 100% of contracted number under the present contract within six months from the date of successful completion of this contract at the same rate, terms & conditions of the contract. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of the customer to place the Repeat Order or not.
4. **Payment Terms:** it will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. The payment will be made as per the following terms, on production of the requisite documents:
 - a. Monthly payment would be made to the firm by the Nalanda University in respect of comprehensive annual maintenance contract depending upon the satisfactory performance of work (services).
 - b. No advance payment would be made at any cost.
 - c. Payment for any inclusion/deletion of computers/ Printers/UPS/Laptop during the AMC period will be calculated on pro-rata basis.
 - d. Penalty and Liquidated damages shall be deducted from the monthly/ running payments.
5. **Paying Authority:** The payment would be made by respective Accounts Officers located at Rajgir.

- (i) Ink signed copy of log-book maintained by firm.
- (ii) Performance report submitted by users Officers/Sections of this Department.
- (iii) Claim for statutory and other levies to be supported with requisite Documents/proof of payment such a Service Tax, etc. as applicable.
- (iv) Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply Order/contract).
- (vi) Any other document/certificate that may be provided for in the Job Order/Contract.
- (vii) User/Acceptance.
- (viii) Xerox copy of PBG.

6. **Fall Clause:** The following fall clause will form part of the contract placed on successful Bidder:

- (a) The price charged for the services supplied under the contract by the contractor/firm shall in no even exceed the lowest price at which the contractor provides the services of identical description to any persons/organization including the customer or any department of the Central Government or any department of state government or any statutory undertaking of the central or state government as the case may be during the period till performance of all services placed during the currency of the contract is completed.
- (b) If at any time, during the said period the contractor/firm reduces the service price or offer to provide services to any person/organization including the customer or any department of central Government or any Department of the State Government or any Statutory undertaking of the Central or State Government as the case may be at a price lower than the price chargeable under the contract. Such reduction of services offer of the price shall stand correspondingly reduced.
- (c) The contractor/firm shall furnish the following certificate to the Paying Authority along with each bill for payment for services made against the contract - "We certify that there has been no reduction in service price of the AMC supplied to the Government under the contract herein and such services have not been offered/sold by me/us to any person/organization including the customer or any department of Central Government or any department of a state Government or and Statutory Undertaking of the Central or state Government as the case may be up to the date of bill/the date of completion of services against all job orders/contract placed during the currency of the Contract at price lower than the price charged to the government under the contract.

7. **Risk & Expense clause:**

- 1. Should the services thereof not be delivered within the time or times specified in the contract documents, or if defective services is made in respect of the services thereof, the customer shall after granting the contractor

seven days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

2. Should the services thereof not perform in accordance with the specifications/parameters provided by the customer during the check proof tests to be done by the customer, the customer shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.
3. In case of a contractual breach that was not remedied within 07 days, the customer shall, having given the right of first refusal to the contractor be at liberty to provide services from any other source as he thinks fit, of the same or similar description to services.
4. Any excess of the services price, cost of services or value of any services procured from any other contract as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the firm/Contractor by Customer.

Part V - Evaluation Criteria & Price Bid Issues

1. **Evaluation Criteria:** The broad guidelines for evaluation of Bids will be as follows:
 - a. Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RPF, both technically and financially.
 - b. The technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.
 - c. The lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Para 2 below. The consideration of taxes and duties in evaluation process will be as follows:
 - (i) All taxes and duties quoted by the Bidders will be considered. The ultimate cost to the customer would be the deciding factor for ranking of Bids.
 - d. The Bidders are required to spell out the rates of Service Tax in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. If reimbursement of Service Tax is intended as extra, over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and no claim on account of such duties will be entailed after the opening of tenders. If a Bidder chooses to quote a price inclusive of any duty and does not confirm inclusive of such duty so included is firm and final. He should clearly indicate the rate of such duty and quantum of service tax included in the price. Failure to do so may result in ignoring of such offers summarily. If a Bidder is exempted from payment of Service Tax up to any value of services from them, they should clearly state that no service tax will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of service tax it should be brought out clearly. Stipulation like, service tax is presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that service tax will not be charged by him even if the same becomes applicable later on. In respect of the Bidders who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of service tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.
 - e. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
 - f. The Lowest Acceptable Bid will be considered further for placement of contract/supply order after complete clarification and price negotiations as decided by the customer. Customer also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full number of Housekeepers in stipulated time at L-1 rate.

Any other criteria as applicable to suit a particular case. The price bid should contain the rate against each item separately. The rate for each item should be quoted on comprehensive basis including repair and replacement of spare parts without any extra payment.

**(To be kept in the sealed envelope)
(Price Bid)**

Price Bid Format: The Price Bid Format is given below and Bidders are required to fill this up correctly with full details on their letter heads:

S.N.	Description	Number	Monthly rate per unit	Monthly Amount in Rs	Annually Amount In Rs
1.	Desktop Computers	06			
2.	UPS 600 VA/ 650 VA	76			
3.	UPS 1 KVA	04			
4	Laptops i5/4GB RAM/500 GB	18			
5	Printer HP Laserjet MFP1005	23			
6	Printer HP Laserjet MFP1020	16			
7.	Printer HP Pro 500MFP M570dw color	01			
8.	Printer Canon IRV ADV 2535	01			
9.	Printer Canon IRV ADV 4245	01			
10	TVS Barcode printer	01			
11	TVS Barcode Reader	02			
12.	Work Contract Resources	02			
13.	Total				
14.	Service Tax @15 % on 100% of the Invoice Value				
15.	Grand Total				

Note:-

The bidder/firm must visit Legislative Department to ascertain the year, make, configuration of Computers /Printers /Laptops / UPS before submitting their technical and financial bid.

Signature of Tenderer
Name in full & Designation