

**TENDER DOCUMENT**

**INVITATION FOR BIDS**

**FACILITY MANAGEMENT SERVICES (FMS) FOR DESKTOP, LAPTOP, WORKSTATION, SERVERS, THIN CLIENTS, PRINTERS, SCANNERS & PC SOFTWARE through NIC's CPP Portal.**

Sl No.	Tender Ref. No.	Description of Goods and Services	Quantity	Single/ Two Bid	Bid Securing Declaration / EMD
1.	PUR/216/IT/AMC/2022-23	Facility Management Service (FMS) for Desktop, Laptop, Workstation, Servers, Thin Client, Printers, Scanners & PC Software	01 Job.	Single Bid	Bid Securing Declaration (BSD)

Period of FMS: 3[three] years from the date of FMS Contract.

1. E-Bids are invited through the electronic tendering process and the Tender Document can be downloaded from the e-Tender portal of Government of India, <https://etenders.gov.in/eprocure/app/>. Please note that the submission of e-Bids will be only through the e-Tender portal <https://etenders.gov.in/eprocure/app/>. Bids will not be accepted in any other form. Further it may be noted that Bids which are duly submitted on e-Tender portal shall only be considered and Bids just saved without submission will not be available to the Evaluation Committee of CSIR-CMERI.
2. Any Bidder willing to take part in the process of e-tendering will have to get registered in the Central Public Procurement [CPP]portal, NIC, Government of India, by logging on to the portal <https://etenders.gov.in/eprocure/app>. Bidders are requested to go through "Bidder Manual Kit", "System Settings" & "FAQ" links available on the login page of the e-Tender portal for guidelines, procedures & system requirements. In case of any technical difficulty, Bidders may contact the help desk numbers & email IDs mentioned at the e-tender portal. Every Bidder will be required to obtain a Class-III Digital Signature [DSC] for submission of Bids.
3. Bid Security / EMD [ if applicable] will be required to be paid offline by Demand Draft drawn in favour of Director, CSIR-CMERI payable at Durgapur. Alternatively, Bid Security/EMD can also be furnished in the shape of a Bank Guarantee issued by any Nationalised/Scheduled Bank of India. In case the EMD Bank Guarantee is issued by a foreign bank, the said Bank Guarantee shall have to be confirmed/counter-guaranteed by any Nationalised/Scheduled bank of India.


**TERMS AND CONDITIONS**

The Bidder is expected to examine all instruments, forms, terms, and specifications set forth in this Tender Document. Failure to furnish all information required in the Tender Document or submission of a bid not substantially responsive to the Tender Document, in every respect, will be at the Bidder's risk and may result in rejection of its bid.

In these Terms and Conditions, the following words and expressions shall have the meaning as have been respectively assigned to them.

**Bidder** shall mean the entity submitting an offer in response to this Tender Document.

**CSIR-CMERI/ Purchaser/** Institute shall mean CSIR- Central Mechanical Engineer Research Institute, [a constituent unit of the Council of Scientific & Industrial Research] having its office at MG Avenue, Durgapur- 713209 [West Bengal], India.





**Service Provider/ Vendor** shall mean the entity whose bid has been accepted by the Purchaser and a formal Work Order/FMS contract has been placed on them.

Terms & condition as overleaf: -

(Please go through the terms & conditions carefully before submitting the quotation especially payment terms at Point No. 5. Conditional offer will not be accepted).

**TERMS & CONDITIONS**

1. All Bids/ Quotations shall be submitted through NIC'S CPP Portal.
2. Quotation must include details with percentage break ups if any such as service tax etc. as per GST Act (i.e. Basic service charges for AMC and the Service Tax applicable etc. as per GST Act) If AMC is comprehensive in nature, then the taxes applicable in percentage must be mentioned as GST Act.
3. Taxes on Goods and Services: The rate of Taxes in terms of Percentage must be clearly indicated wherever chargeable as per GST Act.
4. Quotation must be valid for three months from the date of quotation. A bid valid for a shorter period may be rejected by the Purchaser as non-responsive.

**5. Period of Contract: -**

Contract shall initially be for a period of three years. However, unsatisfactory service or other irregularities from the vendor side may lead to pre-mature termination of the service contract with the vendor with a notice and may also result into the forfeiture of EMD/ Security Deposits.

**6. Performance Security/ Guarantee: -**

A Performance Security of Rs. 100000.00 (Rupees One Lakh Only) shall have to be furnished by the successful Bidder in the form of a Demand Draft/ Bank Guarantee in the prescribed format. The validity of Performance Security/ Guarantee should be upto the original contract period (i.e. Three years) + 60 days and then to be extended up to the renewal period, if any. The Performance Security has to be furnished within 21 days of issue of Work Order/ Contract. The Performance Security shall be returned to the successful Bidder without any interest after satisfactory completion of the contractual obligations. In case of pre-mature termination (cancellation of the contract, due to unsatisfactory performance by the party) CSIR-CMERI shall encash the said performance Security.

**7. Payment terms: -**

- i) CSIR-CMERI will only release the quarterly payment based on due certification by IT group on satisfactory performance & compliance to the above mentioned stipulations. Payment will be released on quarterly basis. The bill needs to be accompanied with a certificate declaring that the company has complied minimum wage guidelines of central government with respect to the salary/ compensation made with the resident engineer, subscriptions towards Employees' Provident Fund Organization and ESIC of resident engineer.
- ii) Following information should be reflected in the Invoice/Bill for making payments through e-mode: -
  - a) 11 Digit core Banking Account Number
  - b) Type of Account (Saving/ current)
  - c) Type of Account Holder
  - d) Name of Bank & Branch

- e) IFSC Code No.
- f) MICR No.

iii) For making payments please submit your pre-receipted over a revenue stamp of Rs. 1/-. The period of AMC and the period of claim should be clearly mentioned in the invoices.

iv) The Income Tax to be deducted at source (if any) may please be reflected in your invoice along with your Pan Number. CSIR-CMERI will deduct Income Tax at source as per Govt. norms/regulations/directives without any prior intimation at the time of making payment to the vendors.

v) The copies of service reports of preventive / emergency services duly signed by the user should be submitted to the Stores & Purchase Division along with the invoices while submitted for payment. Service Providers are requested to keep such records/ documents with the signature of the user of the equipments under AMC. **The Supplier must provide a copy of 'certified service report (by our user)' to the Purchase Section at the time of P.M./Breakdown visit at CSIR-CMERI (the same day) else the same provided later on will not be accepted for payment.**

vi) GST-TDS will be applicable as per GST Rules.

vii) The payment structure of resident engineer should not be less than the prescribed minimum wage for highly skilled manpower as per guidelines of Ministry of Labour & Employment, Govt. of India **(Central Govt. Min. Wage Guidelines Only)**, Which might change subject to the revision of such wage by the ministry

#### **8. Your firm should provide an undertaking for Reasonableness of price along with bid – Price Reasonability Certificate**

8.1 The parts, replaced on chargeable basis should be returned to the stores, CSIR-CMERI in case of non-comprehensive AMC.

8.2 (ii) Any spares and consumables required has to be provided by the contract holder i.e. CSIR-CMERI to be replaced on chargeable basis in case of non-comprehensive AMC.

#### **9. Other Terms & Conditions: -**

9.1 If resident engineers do not report for duty, FMS vendor should provide alternative person of the same capacity on the day of absence. If vendor fails to provide alternate person, then penalty @ Rs 800/- for per engineer per day will be deducted from the bill based on discretion of the IT official of the institute.

9.2 The repairing/ troubleshooting of the faulty system under maintenance contract will be the responsibility of the FMS vendor. In case, the FMS vendor is not capable of repairing a repairable system, the repairing/ troubleshooting charges (if repairing has been done through any other source) will borne by the FMS vendor or will be deducted from their quarterly bill.

9.3 In case of delayed repairing of systems, where the standby systems have not been provided or the systems are not set right to put the same under satisfactory operation within 48 hours, a penalty may be charged per day basis @ 0.5% of the total quarterly FMS cost for delayed period.





9.4 The CSIR-CMERI officials may review the status of pending complaints with the vendor from time to time, if it is found that many complaints requiring repair of systems/ peripherals are pending for over a month, institute reserves the right to suspend/ withhold the payment of quarterly bills till all pending complaints are cleared.

9.5 In case, the services of the firm are not found satisfactory at any time during the period of contract, Director, CSIR-CMERI, Durgapur reserves the right to terminate the contract along with forfeiture of the performance security without notice.

9.6 Inability to perform preventative maintenance and its report submission may attract an amount of Rs 200/- per peripheral per quarter.

9.7 It may also be noted that in case of contractor backing out in mid-term without any explicit consent of the competent authority of CSIR-CMERI, Durgapur, the contractor's firm will be liable to recovery at higher rates, which may have to be incurred by CSIR-CMERI on maintenance of machines for the balance period of contract through alternative means.

9.8 The act of backing out would automatically debar the firm any further dealing with CSIR-CMERI, Durgapur and the EMD/ Performance Guarantee amount would also be forfeited.

**10.** Right to Information Act 2005: The tenderer may indicate if any information in his tender includes information of commercial confidence, trade secrets or intellectual property, the disclosure of which would harm the competitive position of your company.

**11.** Prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account.

**12.** Any interlineations, erasures or overwriting shall be valid only if the persons or persons signing the bid initial them.

**13. Settlement of Disputes:**

(i) The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

(ii) If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

(iii) The dispute settlement mechanism/arbitration proceedings shall be concluded as under:

(a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996 and Arbitration & Conciliation (Amendment), Act 2015,

the rules there under and any statutory modification or re-enactments thereof shall apply to the arbitration proceedings. In the event of any question/dispute/difference arising under the agreement), the same shall be referred to the Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi for appointment of arbitrator to adjudicate the dispute. The award of the arbitrator shall be final and binding on the parties. The arbitrator may give interim award(s) and/or directions, as may be provided. Subject to the aforesaid provision, the Arbitration and Conciliation Act 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceeding under this clause.

(b) In the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be settled by arbitration In accordance with provision of sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provision of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.

(iv) The venue of the arbitration shall be the place from where the purchase order or contract is issued.

(v) Notwithstanding any reference to arbitration herein.

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due to the Supplier.

#### **14. Debarring the firms from business:**

The process of debarring the firm would be initiated in the below mentioned cases subject to the recommendation of the decision making committee and Director, CSIR-CMERI. The condition for debarring the firm are:

(Supply means: - Services to be provided under the terms & condition of AMC)

(Purchase Order means: AMC Contract issued by CSIR-CMERI and entered with the service provider).

- i. Not supplying the services/materials as mentioned in the Purchase Order.
- ii. Not fulfilling the contractual obligations as per terms & conditions of the Purchase Order.
- iii. Not able to provide the required spares during the contract period of AMC or the period as specified in the vendor's quotation "or" in the tender enquiry "or" Purchase Order of the buyer at the time of the procurement of the equipment from OEM.
- iv. Repeated failures for keeping the equipment functional.
- v. Inadequate service back-up in terms of spares & manpower being repeatedly observed in a number of occasions and recorded by CSIR-CMERI during the AMC period and specified above in Point no. 14 (iii)/during the life cycle of the equipment.
- vi. In case it is proved that the services being provided to CSIR-CMERI has been sub-letter to some other vendor.





#### **15. Termination for Insolvency: -**

The Purchaser (CSIR-CMERI) may at any time terminate the Contract by giving written notice to the Supplier (Service Provider), if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.

#### **16. Termination for Convenience: -**

(i) The Purchaser (CSIR-CMERI) by written notice sent to the Supplier (Service provider), may terminate the Contract, in whole or in part, at any time. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

(a) To have any portion completed and delivered (services) at the contract terms and prices; and/or

(b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods/Services.

**17. Applicable Law: -** The contract shall be interpreted in accordance with the laws of the union of India and all disputes shall be resolved as per Point No. 13 (settlement of disputes)

#### **18. Notice**

(i) Any notice given by one party to the other pursuant to this contract/order shall be sent to the other party in writing or by cable, telex, FAX, e- mail or and confirmed in writing to the other part's address specified in the Purchase Order/Contract.

(ii) A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**19. Code of Integrity and Conflict of Interest:** the firm and the procuring entity should observe the highest standard of ethics and should not indulge in Corrupt Practice, Fraudulent Practice, Anti-competitive Practice, Coercive Practice, Conflict of Interest, Obstructive Practice. **The firm has to provide "Format for declaration by the Bidder for Code of Integrity & Conflict of Interest "duly filled and signed."**

#### **20. Notwithstanding the above: -**

(a) Director, CSIR-CMERI reserves the right to accept/reject fully or partially any Bid received against this Enquiry without assigning any reason thereof.

(b) Director, CSIR-CMERI is at the liberty to terminate the AMC at any time without assigning any reason. However, the payment will be made for the period during which services has been provided subject to the certification from the user of CSIR-CMERI for the equipment under AMC.

**21.** In pursuance of the OM bearing No. F. N. 6/18/2019-PPD dated 23.07.2020 issued by Public Procurement Div, Department of Expenditure, Ministry of Finance, Govt. of India regarding restrictions on procurement from a bidder of a country which shares a land border with India, firms are required to submit the "Certificate as per format (prescribed in Bid form)" as mandatory eligibility criteria for acceptance of their offers.

**If this certificate is not provided by the firm, then their offer will be rejected.** No such certificate from the firm will be accepted after opening of the bids.

**Clauses: -**

(i) Any bidder from a country which shares a land border with India will be eligible to bid in this tender/enquiry 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 judicial 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 (i.e. OM bearing No. F.N. 6/18/2019-PPD dated 23.07.2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India) 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 :

1. 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 judicial person(s), has a controlling ownership interest or who exercises control through other means.

**Explanation:**

- a. "Controlling ownership interest "means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company.
- b. "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.

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting 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;

3. 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;





4. 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.

5. 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

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

7. The successful bidder shall not be allowed to sub-contract the Purchase Order (in full or in part) or any work/services mentioned in the contract/Purchase Order to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

22. In pursuance of the OM bearing No. P-45021/2/2017-PP(BE-II) dated 04<sup>th</sup> June, 2020 and again on 16<sup>th</sup> September 2020 issued by Department of Industry and Internal Trade (Public Procurement Section), Ministry of Commerce & Industry, Govt. of India, it is hereby intimated that only Class I and Class II local suppliers are eligible to bid. In this context, all participating firms are requested to provide enclosed form duly filled and signed. No such self-certification/declaration from the firm will be accepted after opening of the bids.

Minimum Local Content: The 'local content' requirement to categorize a supplier as Class I local supplier is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%.

'Class-I local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self certification that the item offered meets the minimum local content requirement for Class I local supplier/Class II local supplier, as the case may be. They shall also give details of the location(s) at which the local value addition is made.

In pursuance of the OM bearing No. P-45021/102/2019-PP(BE-II)(E-29930) dated 26.11.2020 issued by Department of Industry and Internal Trade (Public Procurement Section), Ministry of Commerce & Industry, Govt. of India, bidders offering imported products will fall under the category of Non-Local Supplier and they can't claim themselves as Class-I local supplier / Class II local supplier by claiming profit, warehousing, marketing, logistics, freight etc. as local value addition.

23. i) The purchaser reserves its right to terminate the maintenance contract at any time after giving due notice without assigning any reason. The contractor will not be entitled to claim any compensation against such termination. However, while terminating the contract, if any payment is due to the contractor for maintenance services already performed in terms of the contract, these would be paid to it/him as per the contract terms.

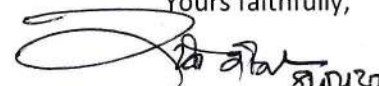
ii) The following details should be provided by Service Provider:

(a) Channel of registering service request, response time for resolving the request.

(b) Channel for escalation of service request in case of delay or unsatisfactory resolution of request, monitoring of service levels etc. this would include provision of help lines, complaint registration and escalation procedures.

(c) Certificate from bidder to the effect that the prices charged by him should not exceed the prevailing rates charged by him from others for similar services. While claiming payment, the AMC holder is also to give a certificate to this effect in his bill.

Yours faithfully,



Stores & Purchase Officer  
CSIR-CMERI, Durgapur  
E-mail: [pur@cmeri.res.in](mailto:pur@cmeri.res.in)



08/02/23



## CHAPTER 6

### OTHER STANDARD FORMS

#### BIDDER'S INFORMATION FORM

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted. This should be done of the letter head of the firm]*

Date: [insert date (as day, month and year) of Bid Submission] Tender No.: [insert number from Tender Document]

Page 1 of \_\_\_\_\_ pages

1. Bidder's Legal Name [insert Bidder's legal name]
2. In case of JV, legal name of each party: [insert legal name of each party in JV]
3. Bidder's actual or intended Country of Registration: [insert actual or intended Country of Registration]
4. Bidder's Year of Registration: [insert Bidder's year of registration]
5. Bidder's Legal Address in Country of Registration: [insert Bidder's legal address in country of registration]
6. Bidder's Authorized Representative Information Name: [insert Authorized Representative's name] Address: [insert Authorized Representative's Address] Telephone/Fax numbers: [insert Authorized Representative's telephone/fax numbers] Email Address: [insert Authorized Representative's email address]
7. Attached are copies of original documents of: [check the box(es) of the attached original documents] Articles of Incorporation or Registration of firm named in 1, above.

Signature of Bidder \_\_\_\_\_ Name \_\_\_\_\_

Business Address \_\_\_\_\_

**BID FORM**

(to be submitted on the official Letterhead of the Bidder)

Tender Reference \_\_\_\_\_

The Director,  
CSIR-Central Mechanical Engineering Research Institute  
Mahatma Gandhi Avenue, Durgapur – 713 209, West Bengal

Sir,

Having examined the Tender Document, the receipt of which is hereby duly acknowledged. I/We agree to furnish required supplies/services in conformity with the terms and conditions and other requirements detailed in the said Tender Document at the prices given in the Price Bid on receipt of order for the same.

I/We agree to hold this offer open until \_\_\_\_\_ and to supply, [install and commission the equipment, wherever applicable] and complete the whole of the work and hand over to the Purchaser within the period of \_\_\_\_\_ weeks, from the date of receipt of intimation from you regarding acceptance of our e-Bid/receipt of your Purchase Order.

I/We agree to submit the Bank Guarantee [wherever applicable] as specified in the form prescribed by your goodself for the due performance of the contract, if our e-Bid is accepted.

I/we understand that you are not bound to accept the lowest or any bid you may receipt

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. In the event of any false declaration in this regard, I understand it would be aground for immediate termination and further legal action in accordance with law.

Signature of Bidder  
With office stamp  
Name & Address

Telephone No.:

Fax No.:

E-mail ID:

Name & Designation of the Contract Person:



**FORMAT FOR DECLARATION BY THE BIDDER FOR CODE OF INTEGRITY & CONFLICT OF INTEREST  
(ON THE LETTER HEAD OF THE BIDDER)**

Ref. No: \_\_\_\_\_

Date \_\_\_\_\_

To,

\_\_\_\_\_  
\_\_\_\_\_

(Name & address of the Purchaser)

Sir,

With reference to your Tender No. \_\_\_\_\_ dated \_\_\_\_\_ I/We hereby declare that we shall abide by the Code of Integrity for Public Procurement as mentioned under Para 1.3.0 of ITB of your Tender document and have no conflict of interest.

The details of any previous transgressions of the code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity are as under:

- a
- b
- c

We undertake that we shall be liable for any punitive action in case of transgression/ contravention of this code.

Thanking you,

Yours sincerely,

Signature  
(Name of the Authorized Signatory)  
Company Seal

**Format for Affidavit of Self Certification regarding Class of Local Supplier, Local Content and Domestic value addition for the quoted items.**

Date: \_\_\_\_\_

I \_\_\_\_\_ S.o, D/o, W/o \_\_\_\_\_ Resident of \_\_\_\_\_ do hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the policy of Government of India issued vide Notification-Public Procurement (Preference to Make in India) Order 2017 dt. 15<sup>th</sup> June, 2017, its revision dated 04<sup>th</sup> June, 2020 and its subsequent amendments.

That the information furnished hereinafter is correct to be of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any authority so nominated for the purpose of assessing the local content.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value- addition norms, based on the assessment of an authority so nominated or the purpose of assessing the local content, action will be taken against me as per Order No. P-45021/2/2017/-E.E.-II dated 15.06.2017, its revision dated 04<sup>th</sup> June, 2020 and its subsequent amendments.

I agree to maintain the following information in the Company record for a period of 3 years and shall make this available for verification to any statutory authority: ( Kindly fill up the below mentioned particulars)

1.	Name and details of the Domestic Manufacturer ( Registered Office, Manufacturing Unit location, nature of legal entity, Place of value addition)	
2	Date of which this certificate is issued	
3	R&D Equipment for which the certificate is produced	
4	Procuring entity to whom the certificate is furnished	
5	Percentage of local content claimed	
6	Name and contact details of the unit of the manufacturer	

I/We do hereby declare that as per the order no. P-45021/2/2017-PP (BE-II) dated 04 June 2020 issued by Department for Promotion of Industry and Internal Trade (DPIIT), Govt. Of India, We are \_\_\_\_\_ (Class-I/Class-II) Supplier.



The bidders offering imported products will fall under the category of Non-Local suppliers. They cannot claim themselves as Class-I/Class-II local suppliers by claiming profit, warehousing, marketing, logistics, freight, transportation, Insurance, Installation, commissioning, training and after sales service support like AMC/CMC as local value addition.

I/WE CERTIFY THAT ALL INFORMATION FURNISHED BY THE OUR FIRM IS TRUE & CORRECT AND IN THE EVENT THAT THE INFORMATION IS FOUND TO BE A FALSE DECLARATION IT WILL BE A BREACH OF THE CODE OF INTEGRITY UNDER RULE 175(1)(i)(h) OF THE GENERAL FINANCIAL RULES FOLLOW WHICH A BIDDER OR ITS SUCCESSORS CAN BE DEBARRED FOR UP TO TWO YEARS AS PER RULE 151(iii) OF THE GENERAL FINANCIL RULES ALONG WITH SUCH OTHER ACTIONS AS MAY BE PERMISSIBLE UNDER LAW.

For and on behalf of

(Name of firm/entity)

Authorized signatory (To be duly authorized by the Board of Director)

**Bidders not submitting the above certificate will be considered as non-responsive and liable to be summarily rejected**

**CSIR-CENTRAL MECHANICAL ENGINEERING RESEARCH INSTITUTE, DURGAPUR**

**DETAILED CONDITIONS AND OTHER REQUIREMENTS**

**Facility Management Services (FMS) for Desktops, Laptops, Workstations, Servers, Thin Clients, Printers, Scanners & PC Software for the duration of three years**

CSIR-Central Mechanical Engineering Research Institute, Durgapur, invites sealed tenders from interested IT services providers for maintenance of Computer Desktops, Laptops, Workstations, Software, Printers & UPS on rate contract basis for a period of 3 (Three) years and extendable for 2 more years based on satisfactory performance. The vendor will be responsible for attending the calls from different divisions of the institute and may also be entrusted for supplying genuine/ OEM hardware parts in case of hardware problem. IT inventory of the institute comprised of mostly branded product from very reputed vendors.

Interested vendors, who meet the pre-qualification criteria, may submit their sealed bids in a sealed cover envelope comprising of two separate envelopes (Technical bid and Commercial bid) with all necessary documents along with the covering letter duly signed by an authorized signatory.

**PRE-QUALIFICATION CRITERIA (Should be supported by relevant documents):**

- i. The bidder may be a Government Organization / PSU / PSE / partnership firm or a Company under Indian Laws. (**Document Required: Certificate of Incorporation**)
- ii. The bidder should be in existence for minimum 3 years (upto 31st Dec. 2022) in the business of IT facility management service (**Document Required: Certificate of Registration/ equivalent**)
- iii. Aggregate turnover of 3.00 Crore during past 3 years (with minimum Rs. 1.00 Crore per year) (**Supporting Document may be furnished**)
- iv. The bidder should have an experience in handling similar FMS of Rs. 4.00 Lakhs or more in a single order in Government/PSU or reputed private organization (Listed in NSE) (**Document Required: Copy of Relevant Purchase Order**)
- v. The bidder or any of its partner, director, Board member has not been black listed by any Government/Semi Government Organization/Statutory body (**Document Required: An undertaking/ affidavit by the authorized signatory/ owner**)
- vi. The bidder should have valid GST registration and PAN number (**Document Required: Copies of such registration certificate**)
- vii. Bidders should have their permanent office and workshop at Durgapur/ Asansol/ Kolkata (**Document Required: Relevant documentary proof with Office Address**)
- viii. The bidder should have successfully executed at least 03 similar FMS orders during last 03 years. The said orders must be from some reputed firms like any CSIR labs or other organization of Central Govt./State Govt./Autonomous Body/PSU/MNC (**Document Required: Relevant purchase orders**)
- ix. The bidder should **quote the price for 3 years FMS service as a single job**. Part quote received for 1 year or 2 years' service shall be summarily rejected.

The bid may be rejected on not meeting the above mentioned criteria.



## SCOPE AND DELIVERABLES

### A. Deputation of Service Engineers

- i. Deputation of two dedicated full-time resident service engineers (One for Hardware and One for software support), who should have minimum three years of working experience in the maintenance of computer hardware including laser printers/scanners etc. and software related maintenance.
- ii. Providing a backup support of vendor's/ OEM's service center and higher level service engineers on case to case basis for those cases when the resident service engineers will not be able to resolve the issue at their own using on-site facilities. Normal repair/ troubleshooting are to be done at the location of the system itself.
- iii. The resident engineers shall be responsible for taking backup of data, programs and application available on the computer whenever necessary before attending the fault and will be also responsible for restoring the data, programs and applications after removing the fault to the satisfaction of the user.
- iv. For the hardware maintenance, the resident engineers should be equipped with the maintenance kit comprising of toolbox, soldering iron, multi-meter, diagnostic software, device driver software, external CD-ROM/storage drive and any other tools required to carry out such services.
- v. The resident support engineers must be available onsite to resolve the hardware/ software problems during regular office hours i.e., between 9:30 AM to 6:00 PM on all working days and on those days, when institute is declared open. Resident engineers should be provided with mobile phones, whose numbers would be available to the CSIR-CMERI users for call on emergency basis.
- vi. At least one resident engineer should be made available in station on holidays/ weekends for attending emergency service calls without additional payment.
- vii. Contract shall initially be for a period of three years, tentatively starting from May 01 2023. However, unsatisfactory services or other irregularities from the vendor side may led to premature termination of the service contract with the vendor without any notice and may also results into the forfeiture of EMD/ security deposits.
- viii. Resident engineers should be skilled enough to take their own decision and perform their duty independently & take necessary repairing decisions as deem fit in consultation with the officials of IT Group. In case any problem can't be solved by resident service engineers within 24 hours, Level-2 support must be called on to resolve the issue. No additional charge will be borne by CMERI for these Level-2 services and thus bidder is advised to consider the same in commercial bid itself, if required.
- ix. Replacement of the Parts  
The contract shall be excluding the cost of major spare parts, however will include repair/ replacement of minor items as specified in Clause No-x below. The contractor has to keep sufficient spare parts as onsite inventory in CMERI to minimize the response time for the service calls.

The contract shall also include the technical support for repair/ replacement of defective parts

procured from OEM. The procurement of major spare parts can be done from empaneled vendors / authorized dealers of OEM on payment basis or can be procured directly by the CSIR-CMERI, Durgapur on recommendation of the resident engineer. In case, the contractor is the empaneled vendor for supply of major spare parts, the bills of the spare parts have to be submitted separately after proper certificate from the user department/ section. These bills will be cleared on quarterly basis upon proper verifications by institute's IT officials.

x. Minor repair/ replacements

The FMS contract includes minor repair/ replacement as follows:

- a. Replacement of Mouse/ Keyboard/ All types of Cables/ CMOS Battery/ Ethernet Card/ All types of Fans/ Desktop's SMPS/ Power Cords/ Printer Teflon Roller/ Printer Ribbon Mask/ Scanner Bulb/ Scanner Belt/ Printer Ribbon Gear Assembly or any other such minor parts.
- b. Troubleshooting/ expert support and repairing of all motherboard/ SMPS/ CRT monitor/ LCD Panel/ LED panel/ Laptop Keyboard/ all types of Printers/ Scanners/ Servers/ Thin clients/ PCs/ Laptop or any other such parts or assembly of the machine under FMS contract.

xi. Possession of Inventory:

Immediately on award of the contract, the contractor would submit a report taking over all the equipment (giving their unique FMS id configurations and working status). It shall be the responsibility of the contractor to make all the computers and peripherals work satisfactorily throughout the contract period and also to hand over the systems to the department in working conditions on the expiry of the contract, if the service calls for the system have been made before expiry of the contract period.

A. Attendance of Calls

- i. Use of in-house web-enabled online call management system (named *IT Care*) to track the calls and expedite the process of troubleshooting to minimize the downtime.
- ii. To attend user's call for troubleshooting of hardware/ software problems and submission of daily report through *IT Care*.
- iii. Coordination with the OEM for troubleshooting of the systems under warranty and helping the users to resolve their hardware/ software related problems.
- iv. Maintenance shall include installation and updating of all kinds of software including operating system, office applications, and anti-virus.
- v. To provide and maintain the required drivers for additional peripherals and hardware for maintaining the systems. In case of system under warranty, the coordination with OEMs for troubleshooting of the computer and other peripherals.
- vi. The resident engineer should maintain a log register of all calls attended, pending issues, preventive maintenance records and details of all spare parts replaced during the period of contract.
- vii. As a part of maintenance strategy, OEM/ dealer shall also provide services for the hardware, and software during the period of warranty. The service engineer should have sufficient technical qualification and experience to handle hardware, software, communications issues that may arise during the usage of the system.



- viii. The resident engineers shall intimate the status of complaints pending/ rectified on daily basis. The engineers shall also submit a consolidated report furnishing the details of calls attended, remedial action taken and their status on a monthly basis.
- ix. Every system/ printer would have a system health card (physical/ electronic) having full history of its performance, repair and maintenance including external cleaning on the prescribed proforma decided by I.T. Group.
- x. No data or any devices containing data of the CSIR-CMERI users should be taken out of the campus without written permission from the competent authority.
- xi. IT Group has its internal feedback process to be collected from users. The residential engineer shall collect such feedback on per call basis and submit the compiled report to the IT Group on weekly basis.
- xii. Time  
As per CMERI's IT Group policy, all the service calls from the user must be addressed within a period of two working hours. In line with this, resident engineer must attend the service call received through CMERI's online call logging system (*IT Care*) within 02 working hours and resolve the issue.
- xiii. Call Escalation  
In case any problem can't be solved by resident engineer within 24 hours, Level-2 support must be called on to resolve the issue.
- xiv. Preventive Maintenance
- a) Preventive maintenance service is to be carried out every three months for all the computers and peripherals covered under the contract.
  - b) Preventive maintenance means quarterly servicing of the equipment either manually/ automated way irrespective of the whether the equipment has undergone a breakdown or not and it would include:
    - Defragmentation of hard disk drives and scanning for disk errors.
    - Checking and cleaning all the computers and its peripherals externally using soft cloth, carbon tetra chloride & appropriate polish etc. (the cleaning materials will be provided by the vendor without any extra cost).Internal cleaning of the equipment-using vacuum cleaner/other appropriate means.

B. Others

- i. The vendor shall not sub-contract the maintenance job to any third party/ outside agency.
- ii. The vendors should have provision of disposing off the electronics waste/ hazardous components in environmental friendly manner.
- iii. The spare parts bills have to be generated on section/ department wise and to be vetted by the concern user and head of the department. However, final bills will be passed only based on the recommendation of Head, IT Group.
- iv. The Contractor needs to comply minimum wages guidelines issued time to time by Govt. of India.

### Annexure-I

The list of computers, workstations, laptops, printers, servers, scanners etc. is attached. However, the quantities are subject to change based upon new procurement/ removal of obsolete hardware time to time. After the expiry of warranty/ guarantee period, the new hardware also have to be serviced/ maintained on the same terms and conditions. CSIR-CMERI, Durgapur reserves the rights to add/ remove any item from service contract during the contract period.

#### 1. Inventory for Hardware/ Software Support & Services

Sl. No.	Item	Specification	Make	Quantity*
1.	Desktop Computer, Workstation, Server, Laptop Computer	P-IV, Xeon & above etc.	Acer, Dell, HP, IBM, HCL, Lenovo, Fujitsu, Toshiba etc.	550
2.	Printer (Laserjet Mono, Laserjet Colour, Deskjet)	LP, LQ, FX, EX, 6L, 6L Pro, 6L Gold, 1000, 2100, 1320, 1600, 2500, 2550, 2840, 3300, 4650, 610, 755, 810, 1180, 3325, 3535, 3745, 3940, 5160, 5152, 6208, 7338, Stylus 400 etc.	HP, Ricoh, Xerox, Sharp, Epson, Sharp etc.	175
3.	Scanner		HP, Canon etc.	50

#### 2. Scope under Software Support

Sl. No.	Item
1.	a. Installation, Maintenance and Troubleshooting of Operating System like Linux, Windows 7, Windows 10, Windows Server etc.  b. Installation Maintenance and Troubleshooting of Microsoft Office, Internet Browsers, Mail Clients, Antivirus, Adobe & other office automation software etc.

\* Since, the major components of the service are supposed to be FMS with resident manpower support, the above quantities are given just for indication only and will be finalized before placing the final order/ during handing over the inventory to the successful bidder.



**Annexure-II**  
**Past Performance Report\***  
**(To be submitted with Technical Bid)**

S. No.	Contractee  (Client's) Name and Address	Period		Ref./  Order No.	Nature of the work  1. AMC/FMS of Computers 2. AMC/ FMS of Printers 3. AMC/ FMS of Servers/ WS 4. Supply of Spares 5. Service Center 6. None of above	Total  Value (in Rs.)
		From	To			
Completed Work						
Work in Hand						
Authorised Service Provider for OEM						

\*Must be supported by Work Order and Relevant Performance Report from the Contractee/ Client (may be cross verified by the institute)

Annexure-III

List of Personnel proposed to be deployed as Skilled Resident Service Engineer

(To be submitted with Technical Bid)

S. No.	Name and Designation	Qualification/ Certification	Whether the employee is permanent/ direct employee of bidder?  (if yes, supply PF record)	Years of experience and Area (Computer/ Laptop/ Printer/ Scanner/ Software Service)	Proposed station of residence during the period of contract



# Annexure-IV Compliance Statement

(Must be submitted with Technical Bid)

Sl. No.	Pre-Qualification Criteria	Complied/ Not Complied	Remarks/ Deviation (If Any)
1.	The bidder may be a Government Organization / PSU / PSE / partnership firm or a Company under Indian Laws.		
2.	The bidder should be in existence for minimum 3 years (upto 31st March 2022) in the business of IT facility management service		
3.	Aggregate turnover of 3.00 Crore during past 3 years (with minimum Rs. 1.00 Crore per year)		
4.	The bidder should have an experience in handling similar FMS of Rs.4.00 Lakhs or more in a single order in Government/PSU or reputed private organization (Listed in NSE)		
5.	The bidder or any of its partner, director, Board member has not been black listed by any Government/Semi Government Organization/Statutory body		
6.	The bidder should have valid GST registration and PAN number		
7.	Bidders should have their permanent office and workshop at Durgapur/ Asansol/ Kolkata		
8.	The bidder should have successfully executed at least 03 similar FMS orders during last 03 years. The said orders must be from some reputed firms like any CSIR labs or other organization of Central Govt./State Govt./Autonomous Body/PSU/MNC		

**Prescribed Format for Application**  
(Letterhead of the Company)

**Annexure-V**

To  
The Director,  
CSIR-  
CMERI,  
M.G. Avenue,  
Durgapur – 713209.

**Sub: Facility Management Services (FMS) for Desktops, Laptops, Workstations, Servers, Thin Clients, Printers, Scanners & Software**

**Ref: Your Tender Document No. .... dated .....**

Dear Sir,

I/ We have read and understood the terms and conditions for facility management services of computer hardware/ software and hereby accept all the terms and conditions. I/ We hereby declare that the information furnished in the annexure to this application for empanelment is correct to the best of my/ our knowledge and belief.

I/We also understand that as per terms of the tender, bidder should quote the price for 3 years FMS as a single job. Part quote for 1 year or 2 years service shall be summarily rejected.

Yours faithfully,

Date \_\_\_\_\_

Signature \_\_\_\_\_  
Name & Designation \_\_\_\_\_  
Seal \_\_\_\_\_