

**India Trade Promotion Organisation  
(A Govt. of India Enterprise)  
Pragati Maidan, New Delhi – 110001**

**Tender no. ITPO/ITSD/IT\_CM-FMS/2023**

**Date: 12.04.2023**

**TENDER FOR  
I.T. COMPREHENSIVE MAINTENANCE & FACILITIES MANAGEMENT SERVICES  
(CM&FMS)**

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**India Trade Promotion Organisation  
Pragati Bhawan, Pragati Maidan  
New Delhi – 110001**

**Tender No. ITPO/ITSD/IT\_CM-FMS/2023**

**Date: 12.04.2023**

Online bids are invited through two bid system for selection of an agency for providing I.T. – Comprehensive Maintenance & Facilities Management Services (CM&FMS). Physical bids shall not be accepted. The details of tender are as under.

The tender documents are available on our website [www.indiatradefair.com](http://www.indiatradefair.com) (for reference only) & [www.eprocure.gov.in](http://www.eprocure.gov.in) and same can be downloaded.

Tender documents may be downloaded from ITPO's website [www.indiatradefair.com](http://www.indiatradefair.com) (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule as given in CRITICAL DATE SHEET as under.

**INDICATIVE CRITICAL DATE SHEET**

Publish Date	12.04.2023
Bid Document Download Start Date	12.04.2023
Bid Submission Start Date	12.04.2023
Pre-Bid Meeting	17.04.2023 (11.30 A.M.)
Last Date of Seeking Clarification	18.04.2023 (6.00 P.M.)
Bid Submission End Date	03.05.2023 (11.00 A.M.)
Technical Bid Opening Date	04.05.2023 (11.30 A.M.)
Validity of Bid	180 days from the last date of submission of bids.

1. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>. Bidders /contractors are advised to follow the instructions provided in the Instructions to the contractors/ bidders for the e- submission of the bids online through the Central Public Procurement Portal for e- procurement at <https://eprocure.gov.in/eprocure/app>". Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
2. Not more than one tender shall be submitted by one contractor or contractors having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate

competitors. A breach of this condition will render the tenders of both parties liable to rejection.

3. Tenderer who has downloaded the tender from the ITPO's web site [www.indiatradefair.com](http://www.indiatradefair.com) (for reference only) and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, shall not modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/ modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with ITPO.
4. Intending tenderers are advised to visit again ITPO website [www.indiatradefair.com](http://www.indiatradefair.com) and CPPP website <https://eprocure.gov.in/eprocure/app> at least 3 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment.

#### EMD Payment & Tender Fee

1. Earnest Money Deposit & Tender Fees is to be deposited through online mode of transfer in favour of "India Trade Promotion Organisation" payable at New Delhi. Bidders are required to submit the details of deposition of Tender Fees and EMD in the technical bid to be submitted by the bidder.
2. Bids will be opened as per date/time as mentioned in the Tender Critical Date Sheet. After online opening and evaluation of technical bids, the results of their qualification as well Price-Bid opening will be intimated later.

#### Submission of Tender

The tender shall be submitted online in Two parts, viz., Technical bid and Financial bid.

All the pages of bid being submitted must be sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.

The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

#### Instructions for Online Bid Submission

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

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

#### REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online Bidder Enrolment" on the CPP Portal which is free of charge.

- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

### SEARCHING FOR TENDER DOCUMENTS

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

### PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

## SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by before bid opening date/time as mentioned in critical date sheet or as specified in the tender documents. The transaction details of EMD and tender fees deposition should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 4) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 5) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 6) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener’s public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.



- 8) Upon the successful and timely submission of bids (ie after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

## **(1) REQUEST FOR PROPOSAL (RFP)**

General Manager, I.T. Services Division, India Trade Promotion Organisation, Pragati Maidan, New Delhi- 110001 invited sealed bids from interested companies for providing I.T. related Comprehensive Maintenance & Facilities Management Services (CM&FMS) to ITPO at its Head Office at Pragati Maidan, New Delhi.

### **The Client – ITPO**

ITPO is the premier trade promotion body under the administrative control of the Ministry of Commerce & Industry, Govt. of India. ITPO provides a wide spectrum of services to trade and industry and acts as a catalyst for growth of India's trade. ITPO has an extensive infrastructure as well as marketing and information facilities that are availed by both exporters and importers. It assists buyers seeking information relating to sourcing products from India and providing opportunities for India's trade and investment.

A famed 'Cradle of South-Asian Modern Fair Culture', Pragati Maidan is poised for a complete revamp to fulfill the aspirations of the global exhibition fraternity, to be re-developed into International Exhibition-cum-Convention Centre (IECC). It promises to attract global participants and business delegates from across the world with its sheer magnificence, business conduciveness, architectural excellence, and being a majestic landmark destination to be experienced in its entire splendor. IECC will be a landmark and iconic spot in Delhi and a symbol of the Prime Minister's vision of 'New India' in sync with India aspiring to be a global power. Fulfilling aspirations of expanding the business fraternity, IECC will mainly cater to G2G, G2B and B2B activities. With the latest architectural design along with basement parking for about 4,800 vehicles and comprehensive traffic decongestion interventions, it will add to the grandeur, stature and profile of the capital city of Delhi.

### **Major Highlights of IECC:-**

- a) The project proposal includes the development of 3,82,248 sqm. of total built up area including :
  - state-of-the-art Convention Centre of an area of 53,399 sq.mtrs.
  - six modern Exhibition Halls spread across area of 1,51,687 sq. mtrs
  - Basement parking for 4800 cars spread across 1,68,305 sq. mtrs. area
  - Administrative building in an area of 8,857 sq.mtrs.
- b) An area of 3.70 acres on Bhairon Marg with independent entry and exit points is also being monetized for a luxury hotel as a part of the complex in line with the fact that hospitality, worldwide, is an integral part of any modern MICE destination.
- c) **Convention Centre**
  - i. It will be a 34m tall landmark building at par with the best in the world. This structure will be on an elevated podium with a unique sloping facade incorporating the rich architectural heritage of Delhi.
  - ii. It will have a seating facility for 7000 pax in a single format (a Plenary Hall of 3000 pax capacity and a multi-Function hall of 4000 pax), five times that of Vigyan Bhawan, along with 25 meeting rooms of different capacities and comprising G20 and Premium rooms.

It will also have an amphitheatre of 3,000 seating capacity.

## **(2) DEFINITIONS**

- a) "Applicable Law" - means all relevant laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgment, decrees, injunctions, Writs or orders of court, as may be in force and effect during the subsistence of this Tender Document.
- b) "Bid Document" - shall mean the documents submitted by the bidder, pursuant to understanding and agreeing with the terms and conditions set out in this Tender Document.
- c) "Contract" - shall mean the agreement to be entered into between ITPO and the successfulBidder.
- d) "ITPO" - ITPO means India Trade Promotion Organization.
- e) "Successful Bidder" – shall mean the bidder who is awarded the contract.
- f) "LOA" – shall mean Letter of Acceptance.

## **(3) DISCLAIMER**

The information contained in this bid document or subsequently provided to bidder(s), whether verbally or in documentary or any other form by or on behalf of ITPO is provided to investors/ bidder(s) on the terms and conditions set out in this document and such other terms and conditions subject to which such information is provided. By acceptance of this tender document, the recipient further agrees that this tender document may not be distributed, reproduced or used for any other purpose than purpose set out in clause no. 1. The recipient agrees that it will cause its directors, partners, officers, employees and representatives and any other parties who provide services to the recipient to use the tender document for the purposes in the manner stated above. ITPO does not make any representation or warranty expressed or implied, as to the accuracy, authenticity, timeliness and/or completeness of the information contained in this tender document. Each bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this tender document. ITPO also accept no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any bidder upon the statement contained in this tender document. ITPO may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this tender document. The issue of this tender does not imply that ITPO is bound to select a bidder and ITPO reserves the right to reject all or any of the bidders or bids without assigning any reason whatsoever.

## **(4) INTERPRETATION:**

In this tender document, unless the context otherwise requires, for the purpose of this tender document, where the context so admits,

- (i) The singular shall be deemed to include the plural and vice versa and
- (ii) Masculine gender shall be deemed to include the feminine gender and vice-versa.

References to a "person" if any shall, where the context so admits, include references to natural persons, partnership firms, companies, corporate bodies and associations, whether

incorporated or not or any other organization or entity including any governmental or political subdivision, ministry, department or agency thereof;

References to clauses, recitals or schedules are references to clauses and recitals of and schedules to the contract and the tender document. The schedules, annexure and addendums shall form an integral part of this contract.

Any reference herein to a statutory provision shall include such provision, as is in force for the time being and as from time to time, amended or re-enacted in so far as such amendment or re-enactment is capable of applying to any transactions covered by this contract. Any references to an enactment include references to any subordinate legislation made under that enactment and any amendment to, or replacement of, that enactment or subordinate legislation. Any references to a rule or procedure include references to any amendment or replacement of that rule or procedure.

The headings and sub-headings are inserted for convenience only and shall not affect the construction and interpretation of this tender document. References to the word "include" and "including" shall be construed without limitation. Any reference to day shall mean a reference to a calendar day including Saturday and Sunday.

## **(5) DUE DILIGENCE**

The bidder is expected to and shall be deemed to have examined all instructions, forms, terms and specifications in this tender document. The bid should be precise, complete and in the prescribed format as per the requirement of the tender document. Failure to furnish all information required by the tender document or submission of a bid not responsive to the tender document in every respect will be at the bidder's risk and may result in rejection of the bid. ITPO shall at its sole discretion be entitled to determine the adequacy/ sufficiency of the information provided by the bidder.

## **(6) COST OF BIDDING**

The bidder shall bear all costs associated with the preparation and submission of its bid and ITPO shall in no event or circumstance be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

## **(7) CLARIFICATION OF BIDDING DOCUMENTS**

ITPO shall make best efforts to respond to any request for clarification of the tender document. Such request to be made in writing through email at following ids: - [monicagehlot@itpo.gov.in](mailto:monicagehlot@itpo.gov.in)/ [computerdiv@itpo.gov.in](mailto:computerdiv@itpo.gov.in). ITPO shall not be responsible for any delay including but not limited to any postal delays. Such clarifications should reach ITPO as per "Indicative Critical Date Sheet" given above. The replies of clarifications shall be posted on tender section of ITPO's corporate website i.e. [www.indiatrdefair.com](http://www.indiatrdefair.com). The bidders are advised to go through the website regularly.

## **(8) AMENDMENT OF TENDER DOCUMENT**

At any time before the deadline for submission of bids, ITPO may, for any reason, whether at its

own initiative or in response to a clarification requested by a prospective bidder, or in response to some points brought to ITPO's attention during pre bid conference, modify the tender document by amending, modifying and / or supplementing the same. All changes shall be posted on website [www.indiatradefair.com](http://www.indiatradefair.com) and prospective bidders are required to go through the same before submission of bid. All such amendments shall be binding on them without any further act or deed on ITPO's part. In the event of any amendment, ITPO reserves the right to extend the deadline for the submission of the bids, in order to allow prospective bidders reasonable time in which to take the amendment into account while preparing their bids.

## **(9) SCOPE OF THE WORK:-**

The scope of work for I.T.- FMS Services & Comprehensive AMC shall include varied activities to be carried out as briefed below and detailed out subsequently at Annexure-11.

A brief overview of the services required under the scope of work is given below.

- a) End-user hardware and system software management services.
- b) Network Management Services.
- c) Preventive Maintenance.
- d) Asset Management Services.
- e) Helpdesk Services.
- f) Security Management Services.
- g) Vendor Management Services.
- h) Back-up & Recovery Management Services.
- i) Software Management Services.
- j) NIC Cloud Hosting, VPN and E-mail Management Services.
- k) Server and Storage Hardware and Software Management Services.
- l) Corrective Maintenance Services.
- m) Database Management and Data Recovery Services.
- n) On-site Engineers/ Manpower Deployment.

Network, Hardware details etc. may also be referred at Annexure-11.

## **(10) ELIGIBILITY CRITERIA**

- a) The bidder should be a company registered in India under the Indian Companies Act 1956/2013 or a partnership registered under the India Partnership Act 1932 or a society constituted under the Societies Registration Act 1860 with their registered office in India for the last five years as on 31<sup>st</sup> March, 2022. Copy of valid Certificate of registration attested by Company Secretary/ authorized signatory should be submitted by the bidder.
- b) The bidder should have valid GST and Income Tax registration number. Attested copies of GSTIN registration no. and PAN to be provided as a supporting document.
- c) The bidder should have atleast satisfactorily completed one similar work of volume not less than Rs.1.00 Crore (Rupees One Crore) per annum or two similar works of volume not less than Rs.75 Lakh (Rupees Seventy Five Lakh) each per annum or three similar works of volume not less than Rs.55 Lakh (Rupees Fifty Five Lakh) each per annum in last five years ending the last date of submission of bids for any Government/Semi

Govt., PSUs/Other Govt. or private organizations. The bidder will submit the copies of relevant work orders for ongoing works and both work orders & work completion certificate(s) in case of completed works. The extension of the contract shall not be considered in deciding eligibility. The awarded work(s) should have been completed before the last date of submission of bids.

Please provide supporting document such as copy of the contract etc. in case the Purchase Order does not specifically define the required FMS maintenance work.

- d) The bidder should have minimum average annual turnover of Rs.10 Crore (Rupees Ten Crore only) during any three financial years out of last five financial years i.e. F.Y., 2021-22, 2020-21, 2019-20, 2018-19 & 2017-18 exclusively from I.T. services including Networking and/or Facilities Management Services. Duly signed & stamped copies of balance sheets and a Certificate from a Chartered Accountant for the any three (3) financial years having average annual turnover of minimum 1 crore as per Annexure – 2 may be submitted.
- e) The bidder should not have been blacklisted by any Govt. / Semi-Govt. organization. An undertaking to this effect as per Annexure - 7 to be submitted along with the technical bid.
- f) The bidder should have an office in operation in Delhi/ NCR with service/ repair centers, with services engineers etc. Supporting document including undertaking to the above effect duly signed by Chairman/ Company Secretary of the company to be submitted along with the technical bid.
- g) The bidder must deposit Earnest Money Deposit (EMD) of Rs.1,50,000/- (Rupees One Lakh Fifty Thousand Only) through online mode in favour of “India Trade Promotion Organisation”, payable at New Delhi as per the details given in next clause.
- h) The bidder must deposit Tender Fee of Rs.5,900/- (Rupees Five Thousand Nine Hundred Only, including 18% GST) through online mode in favour of “India Trade Promotion Organisation”, payable at New Delhi as per the details given below.

#### **ITPO’S BANK DETAILS FOR THE PURPOSE OF NEFT/RTGS**

<b>Name of the Beneficiary</b>	<b>INDIA TRADE PROMOTION ORGANISATION</b>
<b>Name of the Bank</b>	<b>CENTRAL BANK OF INDIA</b>
<b>Branch Address</b>	<b>PRAGATI MAIDAN, NEW DELHI-110001</b>
<b>Account No.</b>	<b>1167404133</b>
<b>Type of Account</b>	<b>SAVINGS</b>
<b>IFSC Code</b>	<b>CBIN 0284078</b>

- i) The bidder must be mandatorily registered with Employees Provident Fund (EPF)/ Employees Estate Insurance Corporation ESIC, Contract Labour Act. Copy of the registration certificates to be submitted as supporting documents.

### **(11) TENDER FEES & EARNEST MONEY DEPOSIT (EMD)**

- a) The tender fees is non refundable.
- b) The EMD is non-interest bearing.
- c) The successful bidders" EMD will be released upon expiry of "Offer Validity Period" or upon receiving of Performance Bank Guaranty (PBG). EMD of unsuccessful bidders shall be refunded after finalization of tender process.
- d) The EMD will be forfeited if a bidder withdraws his bid during the period of validity or in case if a successful bidder fails to sign the contract in accordance with terms and conditions of the tender.

### **(12) TENDER EVALUATION COMMITTEE**

ITPO will constitute a Tender Evaluation Committee. This committee will evaluate the bid documents submitted by the bidders.

- a) The Tender Evaluation Committee may choose to conduct technical negotiation or discussion with any or all the bidders. The decision of the Tender Evaluation Committee in the evaluation of the Technical and Commercial bids shall be final and binding on all the parties.
- b) Any effort by a bidder to influence the Tender Evaluation Committee in any manner or its award decision may result in outright rejection of the bid.

### **(13) UNDERTAKING**

An undertaking from the bidder stating compliance with all the conditions of the contract and technical specifications of the tender document will be required since no deviation will be acceptable to ITPO.

### **(14) BID PRICES**

- a) The price i.e. offer must be made by the intending bidder covering all important points mentioned in the bid format enclosed in this bid document. The financial offer may be submitted keeping in view the terms and conditions of this bid document and site conditions.
- b) The bidder shall make payment of all dues, taxes & other statutory dues, not specifically mentioned in this document but essential for successful completion of work. The bidder shall not be eligible for any extra charges in respect of such payments. In case the bidder does not make timely payment and any liability arises against ITPO, it may be recovered by ITPO from the payments due to the bidder.
- c) All liabilities, whatsoever, on account of copy rights or any other reason, if any, shall be borne by the bidder.

## **(15) PERIOD OF VALIDITY OF BIDS**

- a) **Validity period:** Bids shall remain valid for 180 (One Hundred Eighty) days after the last date of bid submission prescribed by ITPO. ITPO holds the right to reject a bid valid for a period shorter than 180 days as nonresponsive, without any correspondence.
- b) **Extension of Period of Validity:** In exceptional circumstances, ITPO may solicit the bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the bidder shall be unconditional. The EMD provided shall also be suitably extended. A bidder may refuse the request without forfeiture of the EMD. A bidder granting extension of validity will not be permitted to modify his technical or commercial bid.
- c) **Site visit and verification of information:** Bidders are encouraged to submit their respective proposals after visiting the project site and ascertaining for themselves the site conditions.
- d) **Amendment of RFP:** At any time prior to the deadline for submission of proposal, ITPO may, for any reason, whether at its own initiative or in response to clarifications requested by any bidder, modify the RFP document by the issuance of Addendum/ Corrigendum and posting it on the official website of ITPO and CPP portal.

## **(16) MODIFICATION/ SUBSTITUTION/ WITHDRAWAL OF PROPOSALS**

- a) The bidder may modify, substitute, or withdraw its proposal after submission, provided that written notice of the modification, substitution or withdrawal is received by ITPO prior to the proposal due date. No proposal shall be modified, substituted, or withdrawn by the bidder on or after the proposal due date.
- b) Any alteration / modification in the proposal or additional information or material supplied subsequent to the proposal due date, unless the same has been expressly sought for by ITPO, shall be disregarded.

## **(17) SPECIAL TERMS & CONDITIONS**

- a) This empanelment is not assignable by the selected agency. The selected agency shall not assign its contractual authority to any other third party. The vendor should not assign or sublet the empanelment or any part of it to any other agency in any other form than defined in this tender. If found doing so, shall result in termination of Empanelment and forfeiture of the Security Deposit.
- b) In case the empaneled vendor is found in breach of any condition(s) of tender, the legal action as per rules/laws, shall be initiated against the vendor and EMD/Security Deposits shall be forfeited, besides being liable to be debarred and blacklisted for at least two years, for further dealings with ITPO.
- c) The conditions stipulated in the contract shall be strictly adhered to and violation of any of these conditions by the selected Agency will entail termination of the contract without prejudice to the rights of the ITPO. In addition, ITPO shall be free to forfeit the EMD/Security deposit and getting the assigned work done from alternate sources at the risk and cost of the defaulting Agency.



- d) During empanelment period if the Agency's name got changed due to acquisition, amalgamation etc., the Agency must inform ITPO with all required documents within one month of its name change failing which the empanelment will be cancelled and EMD/BG forfeited.
- e) Payments shall be made subject to deductions of any amount for which the agency is liable under the empanelment or tender conditions. Further all payments to agency will be made subject to deduction of TDS (Tax deduction at Source) applicable to deployment of professionals as per the income Tax Act, 1961, and also applicable penalty & other taxes, if any, as per Government of India rules.
- f) GST would be paid extra as may be applicable from time to time.
- g) It is bounden duty of the empanelled agency to regularly pay the deployed manpower their entitlements like monthly salaries/ wages/ annual increment/ EPF/ESI/Bonus/ Medical Insurance/Accidental Insurance etc. as may be applicable and submit the proof thereof to ITPO along with Vendor Invoices for the processing of the bills.
- h) The Agency will ensure that no information about the software, hardware, database and the policies of the client organization is taken out in any form including electronic form or otherwise, by the manpower posted by them.
- i) The Agency or its deployed personnel, by virtue of working on ITPO's projects, can't claim any rights on the work performed by them. ITPO will have absolute rights on the work assigned and performed by them. Neither any claims of the Agency or its deployed professionals will be entertained on the deliverables.
- j) The selected Agency will be responsible for any damage to equipment, property and third party liabilities caused by acts on the part of its deployed manpower. All equipment will be used only for the purpose of carrying out legitimate business and will not be put into any other use.
- k) The Agency will get the police verification done of the deployed manpower.
- l) The Agency shall be solely responsible for discharge of all the legal obligations/statutory requirements under various labour legislations as may be in force from time to time in so far as the workmen engaged by him for this work are concerned. Such deployed manpower or the Agency will have no right or claim of any kind from ITPO.
- m) ITPO will not reimburse any amount, other than the value/amount approved in the Tender finalized, towards any statutory contributions which Government may make it mandatory or introduce in future. These issues must be settled between the empanelled agencies and the manpower supplied by them from time to time as per the government rules and regulations.
- n) The responsibility of fulfilling the requirements of EPF, ESIC and other allowances of the deployed manpower shall be of the empanelled agency. ITPO shall remain indemnified of any conflict of such nature arising between the agency and its employees. However, ITPO may ask the empanelled agency to submit documentary proofs of such nature along with the monthly bills raised by the Agency.

- o) The selected Agency will provide escalation matrix for problem resolution.
- p) **Warranty:** All items supplied by the bidder shall be guaranteed against any defect & the bidder should provide time to time operational maintenance support for a period of three years (On site comprehensive warranty). The said warranty shall cover all hardware and system software. The warranty and service shall be provided directly from the manufacturer, the bidder shall be liable to rectify any defect, for free of cost, that may be found in the equipment supplied, if any.
- q) **Response time:** The response time of bidder to attend any complaint on receipt of the complaint/ information from the user should not be more than one hour.
- r) The job would be assigned to a single party which is the overall lowest bidding company found technically fit for the job.
- s) Annual rates quoted in the commercial bid/ item rate BoQ should be valid for 3 years as no changes in the annual rates would be considered at a later stage.
- t) Tenders not submitted in the format specified as per the tender document may be rejected.
- u) The tenders not accompanied with Tender Fee and EMD, in original in the prescribed format will be summarily rejected.
- v) Tenders with incomplete information, subjective and conditional offers as well as partial offers will be liable for rejection.
- w) Tenders without the signed copy of the tender documents in the respective envelopes will be summarily rejected.
- x) The bidder cannot make any amendment in the Technical Bid / Commercial Bid; neither can he impose any conditions. All such bids will be rejected at the discretion of ITPO.
- y) The bid evaluation would be upon the price which is exclusive GST and inclusive of all other taxes levies etc. GST, as applicable from time to time, shall be paid extra. The bidder shall submit documentary evidence of depositing the tax to the appropriate authority.
- z) PF and ESI facility to be provided to the staff deployed at ITPO. Monthly wage registers, PF and ESIC contribution deposit receipt(s) to be submitted along with monthly invoice(s).
- aa) ITPO may provide space for working of maintenance team and maintenance activities. However, ITPO does not bind itself to do so in case of space constraint due to any reasons. In that case the repair & maintenance activity shall have to be carried out by the selected bidder at their own R&D site/ office.

## **(18) ACCEPTANCE & WITHDRAWALS**

The right of final acceptance of the tender is entirely vested with ITPO which reserves the right

to accept or reject any or all of the tenders in full or in parts without assigning any reason whatsoever. There is no obligation on the part of ITPO to communicate with rejected bidders. After acceptance of the tender by ITPO, the bidder shall have no right to withdraw his tender, or claim higher price.

#### **(19) ITPO'S DECISION TO BE FINAL**

The final decision would be based on the technical capacity and pricing. The tender shall be submitted neatly and all corrections, over-typing shall be attested with seal and full signature. ITPO reserves the right to not to accept lowest price, to reject any or all the tenders without assigning any reason.

Tendering/subsequent award of job shall not in any way entitle the vendor to have any exclusive rights and privileges.

#### **(20) AWARD CRITERIA**

ITPO will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. ITPO may, at its discretion, waive any minor non-conformity or any minor irregularity in an offer. This shall be binding on all bidders and ITPO reserves the right for such waivers.

#### **(21) PERFORMANCE BANK GUARANTEE (PBG)**

Within Seven (7) working days of signing of the contract agreement, PBG amounting to 3% of the total work order value will be deposited by the successful bidder in the form of Bank Guarantee issued from a nationalized bank in favour of India Trade Promotion Organisation, New Delhi. PBG should be valid for a period of Ninety (90) days more than the date of expiry of all contractual obligations of the vendor. PBG shall be released after successful completion of the work and completion of all contractual obligations. Delay in submission of PBG may attract a penalty of Rs.5,000 for the first week of delay & additional Rs 5,000 for delay exceeding beyond one week limited to a maximum delay of two weeks. ITPO reserves the right to terminate the contract for a delay beyond 15 days.

#### **(22) PAYMENT TERMS**

ITPO will make payment to the vendor in quarterly equated installments after obtaining satisfactory services certified by the Officer-in-Charge (I.T Services Division, ITPO)

1. ITPO shall pay fixed charges, on mutually agreed basis for the contracted services rendered.
2. No Boarding, Lodging, TA, DA or any other expenses shall be paid by ITPO for providing services.

Invoices for the payment shall be submitted as per procedure, terms and conditions in vogue in ITPO. The invoice along with covering letter should be submitted to R&I section of ITPO along with following documents –

- a. Copy of original work award letter,

- b. Extensions/amendments/addendum letters, etc., if any.
  - c. Tax Invoice (In original)
  - d. EPF and ESIC compliance related necessary documents establishing deposition of the applicable contributions in respect of all the employees deputed at ITPO as permanent site engineers/ backup engineers.
  - e. Monthly wage register indicating date of payment and payments made to the resources deployed.
3. Payment shall be released in equated quarterly installments after successful and satisfactory delivery of services at ITPO's premises.
  4. Applicable penalties would also be deducted from the payment.
  5. The service provider has to ensure that the prescribed minimum wages as applicable from time to time to the respective category of personnel deployed at ITPO (as per Central/State Govt. rules) are paid on or before 7<sup>th</sup> of the following month. Payment of the vendor shall be released only after compliance of the same by the vendor. A monthly wages statement along with undertaking from the vendor with regards to compliance of the applicable Minimum Wages Act has to be submitted by the vendor. The same should be duly signed by the HR-Head/ Company Secretary of the company. Non-payment of monthly wages to the resources deployed by the date as prescribed above shall attract a penalty of 1% of the agency's total monthly billed value for the month in which such instance comes to the notice of ITPO.

### **(23) PERIOD OF THE CONTRACT**

The period of contract shall be ordinarily three (3) years (to be awarded annually after review of the services). However, the competent authority in ITPO may allow for extension of the tenure of the contract for maximum of two years on mutual consent.

### **(24) INDEMNITY**

The successful bidder shall, subject to the provisions of the Agreement, indemnify ITPO for an amount not exceeding 1 (one) time the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services.

### **(25) NOTIFICATION OF AWARD**

The bidder whose bid has been accepted shall be notified of the award of work by ITPO prior to the expiration of the period of validity of the proposal, by a registered letter or by fax/ email. The bidder shall acknowledge in writing, the receipt of the Letter of Intent to Award (LoIA) and send his acceptance to enter into the contract with ITPO for the awarded work within three (3) working days from the receipt of the (LoIA).

After receipt of the Letter of Acceptance and PBG, LoIA shall be treated as the work award letter.

## **(26) SIGNING OF CONTRACT AGREEMENT**

Pursuant to receipt of the Letter of Acceptance from the selected bidder, the selected bidder and ITPO shall promptly sign the contract agreement. ITPO shall have the right and authority to negotiate certain terms with the successful bidder before signing of the contract agreement. The signing of the contract agreement shall amount to award of the contract and the bidder shall initiate the execution of the work as specified in the contract agreement.

## **(27) EXPENSES FOR THE CONTRACT**

All incidental expenses of the execution of the Contract Agreement shall be borne solely by the successful bidder and such amount shall not be refunded to the successful bidder by ITPO.

## **(28) TERMINATION OF CONTRACT**

### **i. Termination by ITPO**

ITPO reserves the right to suspend any of the services and/or terminate this agreement in one or more of the following circumstances by giving 30 days' notice in writing:

- In case ITPO finds the illegal use of connections, hardware and software tools that are dedicated to ITPO only.
- In case the empaneled agency is not paying salary continuously for 2 months or three defaults in payment of salary in a year to the manpower against the work order as per the terms and condition of the tender. ITPO may ask the empaneled agency to provide proof of salary transaction to the manpower deployed by them.
- In case the empaneled agency is not meeting the Qualification, experience of the manpower as per the terms and conditions of the tender.
- In case the empaneled agency is not providing benefits of PF/EPF, ESIC or Medical Insurance etc or other facilities as per tender document to the eligible manpower.
- In case the empaneled agency is not depositing TDS deducted from salary of the manpower to Income Tax Department.

ITPO reserves the right to suspend any of the services and/or terminate this agreement in the following circumstances by giving 90 days' notice in writing:

### **ii. Termination for Insolvency, Dissolution etc.**

ITPO may at any time terminate the contract by giving written notice to the qualified Agency without compensation to the qualified Agency, if the qualified Agency becomes bankrupt or otherwise insolvent or in case of dissolution of firm or winding up of company, provided-that such termination will not prejudice or affect any right of action or remedy which has accrued thereafter to ITPO.

### **iii. Termination for Default:**

ITPO may without prejudice to any other remedy for breach of contract, (including forfeiture of security deposit) by written notice of default issued to the empaneled agency, terminate the contract in whole or in part after sending a notice to the empaneled agency in this regard.

- a) If the empaneled agency fails to deliver any or all of the services within the time period(s) specified in the contract, or any extension thereof granted by ITPO, or
- b) If the empaneled agency fails to perform any other obligation under the contract.

iv. **Termination for Convenience:**

ITPO may by written notice, sent to the selected Agency, terminate the work order and/or the Contract, in whole or in part at any time of its convenience. The notice of termination will specify that termination is for ITPO's convenience, the extent to which performance of work under the work-order and/or the contract is terminated and the date upon which such termination becomes effective. ITPO reserves the right to cancel the remaining part and pay to the selected Agency an agreed amount for partially completed Services.

v. **Conditions for Termination**

- a) Upon occurrence of an event of default as set out in above clauses, ITPO will deliver a default notice in writing to the Agency which shall specify the event of default, and give the Agency an opportunity to correct the default.
- b) At the expiry of notice period, unless the party receiving the default notice remedied the default, the ITPO may terminate the agreement.

vi. **No Claim Certificate**

The qualified Agency shall not be entitled to make any claim, whatsoever, against ITPO under or by virtue of or arising out of this contract nor shall ITPO entertain or consider any such claim after Agency shall have signed a "no claim" certificate in favour of ITPO in such forms as shall be required by ITPO after the works are finally accepted.

vii. **Suspension**

ITPO may by a written notice of suspension, suspend all payments to the qualified Agency under the contract, if the qualified Agency failed to perform any of its obligations under this contract, (including the carrying out of the services) provided that the such notice of suspension:

- Shall specify the nature of the failure and
- Shall request the qualified Agency to remedy such failure within a specified period from the date of issue of such notice of suspension.

## **(29) GOVERNING LAW**

The laws of Republic of India shall govern the Tender Document and the Contract.

## **(30) INDEMNIFICATION**

- The Bidder/Service Provider shall indemnify ITPO against any claims, damages, loss or penalty including costs thereof in case of liability arising out of any accident/incident involving manpower deployed by him/it.
- ITPO will not be responsible for any injury sustained by Bidder/ Service Provider's personnel during the performance of its/their duties and also any damage or

compensation due to any dispute between them and it's personnel. Any expenditure incurred by ITPO to handle the situation arising out of the conduct of personnel deployed by the bidder /Service Provider will be made good from Security Deposit/Bills of the bidder /Service Provider and recovered in accordance with law.

- In case of injury or loss of ITPO staff due to any act or deed of successful bidder's employee or due to an accident, the successful bidder shall arrange to pay ITPO employee or his legal heirs as per existing Govt. rules and regulations. The insurance claim settlement shall be the sole responsibility of the successful bidder. The legal costs will also be borne and paid by the successful bidder.
- The bidder shall also indemnify to ITPO for making good any claim/penalty /loss or damages including costs thereof in respect of any breach or violation of any of the provisions of any law including labour laws governing the employee of the bidder. In case of failure to make good above losses / expenses to ITPO, the same shall be deducted from the monthly bills / security deposited / future payments due to the bidder.
- The service provider shall indemnify ITPO against third Party claims arising out of equipment malfunctioning/mishandling on the part of personnel provided by the Service Provider. The Service Provider shall also indemnify to reimburse any theft, loss or damage by his personnel to ITPO personnel or property including machinery, equipment or buildings. In case, any such amount is not deposited/paid to ITPO, the same shall be deducted from Security Deposit/Bills/Future payments due to the Service Provider.
- Contractor/Agency shall indemnify, defend and hold ITPO and its officers/officials harmless against any and all proceedings, actions, losses, damages, expenses, costs and third party claims whatsoever – whether financial or otherwise, including liability for payment of contributions/dues to EPFO/ESIC/Govt. Departments/Local Bodies/Statutory Authorities etc. which ITPO may sustain, incur, suffer or be exposed to at any time during the subsistence of the Contract and subsequent thereto relating to the period of Contract, arising out of a breach by the Contractor/Agency, its sub-contractors, sub-agents, employees, etc. of any of its obligations under the Contract.
- ITPO stands indemnified of all legal obligations, past/present/future, of the empanelled agency with its professionals/resources deployed in ITPO.
- ITPO stands absolved of any liability on account of death or injury sustained by the staff deployed by the empanelled agency during the performance of the empanelment and also for any damages or compensation due to any dispute between the empanelled agency and its staff so deployed.
- The empanelled Agency will indemnify ITPO of any infringement of third party rights under the Patents Act or the IPR.

### **(31) RESOLUTION OF DISPUTES**

In respect of any dispute or difference, if any, between the parties,

- a) The contractor and the ITPO shall endeavor their best to amicably settle all disputes arising out of or in connection with the terms of license in the following manner: -
- i) The contractor raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
  - ii) The matter will be referred for negotiation between Competent Authority of the contractor and ITPO. The matter can be endeavored to be resolved between them and the agreed course of action documented within a further period of 15 days.
- b) In case the dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in New Delhi and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof.
- c) In the event any doubt, dispute or difference arising out of or in relation to the Contract remains unresolved, both the parties to the Contract will mutually appoint a Sole Arbitrator, in accordance with the Arbitration and Conciliation Act, 1996.
- The provisions of Arbitration & Conciliation Act, 1996 (as amended from time to time) shall apply to both the parties.
- The fee payable to the Arbitrator shall be paid equally by both the parties. The language used in the arbitral proceedings shall be English.
- The venue of the arbitration proceedings shall be the Office of ITPO, i.e. Pragati Maidan, New Delhi.
- d) The contractor shall not be entitled to suspend the Service/s or the completion of the assignment, pending resolution of any dispute between the Parties and shall continue to operate in accordance with the provisions of the Contract Agreement and payments to be made by the contractor as mentioned under the Agreement, notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.
- e) The contract shall be governed by and interpreted in accordance with Indian law.

### **(32) JURISDICTION**

All disputes arising out of and in relation to the contract between the parties herein shall be governed by Laws of India subject to the exclusive jurisdiction of the courts of Delhi only.

### **(33) CONFIDENTIALITY**

Contractor/Agency shall maintain high level of professional ethics and shall not act in any manner, which is contrary to any laws and/or detrimental to ITPO's interest. Contractor/Agency shall treat as confidential any and all data, information and records, obtained/received in the performance/execution of its responsibilities, in strict confidence and shall not reveal such data, information or records to any other person/party without the prior written approval of the ITPO, even after expiry/termination/determination of the Contract. ITPO shall take necessary legal



and other remedial actions for infringement of this clause.

#### **(34) INTELLECTUAL PROPERTY RIGHTS**

ITPO's name/logo/other IPRs shall be the sole and exclusive property of ITPO only. For any misuse/misrepresentation/unauthorized use of ITPO's name/logo/IPRs by the Contractor/Agency and/or their sub-agents/sub-contractors/employees etc., the Contractor/Agency shall be held solely responsible. ITPO shall not be responsible for any harm or loss caused to any third party because of any such misuse/misrepresentation/unauthorized use of ITPO's name/logo/IPRs. Contractor/Agency shall indemnify ITPO against any misuse/misrepresentation/unauthorized use of ITPO's name/logo/IPRs and/or any claim(s) relating to infringement of any intellectual property rights committed by them/their sub-agents/sub-contractors/employees etc. ITPO shall take necessary legal and other remedial actions, as deemed fit, for such violations.

#### **(35) TAXES AND DUTIES**

The prices (including all taxes, duties, etc excluding GST) quoted in the bid shall hold good and shall be binding on the bidder, notwithstanding any increase in the prices of materials and labour or in the freights or levy of other charges whatsoever and the bidder shall not be entitled to claim any increase over the rates quoted by him during the period of currency of the contract except taxes and duties as introduced / modified by Govt. from time to time if any within the period from last date of bid submission to the original completion date of the Contract. Reimbursement of any new tax or variation of existing tax, introduced during last date of bid submission to the original completion date of the Contract shall be paid in actual on submission of documentary evidence. Any revision in the minimum wages as per directions of Govt. of India / Govt. of Delhi has to be provided to the manpower deployed at ITPO, H.Q. under this contract. The effect of the same has to be borne by the successful bidder and may be accounted for while submitting the bid.

The extended period of Contract for the purpose shall only be considered on merit.

#### **(36) COMPLIANCE WITH STATUTORY OBLIGATIONS**

- a) The vendor/ Service Provider shall be responsible for ensuring compliance with provisions of related Labour Laws (Central/State) and specifically Factory Act, Minimum Wages Act, Payment of wages Act, PF Act, ESI Act, Payment of Bonus Act, Contract Labour (R&A) Act, Workmen Compensation Act etc. as applicable from time to time. The service provider shall be solely responsible for any cost and consequences on account of any breach and or non-compliance of any of the provisions of the aforesaid acts/ laws. The service provider shall indemnify ITPO against any claims/costs/damages and penalties in respect of breach of the any of the provisions of the laws in force.
- b) It shall be the responsibility of successful bidder to comply with all liabilities arising out of any provisions of Labour Acts/Enactments (including PF/ESI/INSURANCE) hitherto

in force or enacted from time to time during the term of the contract. In case of any breach, the successful bidder shall immediately notify ITPO in this regard.

- c) The employees of the successful bidder shall not be deemed to be employees of ITPO; hence the compliance of the laws with respect to its/their employee/their welfare will be the sole responsibility of the successful bidder. ITPO does not bind itself to provide any Canteen, Medical & Transport facilities inside or outside ITPO.
- d) The successful bidder will maintain attendance register & wage register of its employees.
- e) The successful bidder shall take out a Workmen Compensation Policy & covering all his employees for the contract period & submit a copy of the same to ITPO.
- f) The service provider has to ensure that the prescribed minimum wages as applicable from time to time to the respective category of personnel deployed at ITPO (as per Central/State Govt.'s notifications whichever is higher) are paid on or before 7<sup>th</sup> of the following month. Payment of the vendor shall be released only after compliance of the same by the vendor. A wages statement along with undertaking from the vendor with regards to compliance of the applicable minimum wages act has to be submitted by the vendor. The same should be duly signed by the HR, Head/ CS of the company.
- g) All records, documents under various statutory provisions including ESI/PF/Disbursement of monthly wages shall be maintained by the successful bidder and shall be open for inspection by an authorized representative of ITPO/third party authorized by ITPO and Government Agencies.

### **(37) AUTHENTICATION OF BID**

The original and all copies of the bid document shall be signed by a person or persons duly authorized to bind the bidder to the contract. A duly stamped Power-of-Attorney accompanying the bid document shall support the letter of authorization. The person or persons signing the bid document shall initial all pages of the bid document, including pages where entries or amendments have been made.

### **(38) VALIDATION OF INTERLINEATIONS IN BID**

Any interlineations, erasures, alterations, additions or overwriting shall be valid only if the person or persons signing the bid have authenticated the same with signature.

### **(39) BIDS NOT CONSIDERED FOR EVALUATION**

Bids those are rejected during the bid evaluation process shall not be considered for further evaluation, irrespective of the circumstances.

### **(40) CLARIFICATION OF BIDS**

To assist in the evaluation, comparison and an examination of bids, ITPO may, at its sole discretion, ask the bidder for a clarification of its bid including breakup of rates, declared supporting documents etc. The request for clarification and the response shall be in writing. If the response to the clarification is not received before the expiration of deadline prescribed in

the request, ITPO reserves the right to make its own reasonable assumptions at the total risk and cost of the bidder.

#### **(41) RECTIFICATION OF ERRORS**

Arithmetical errors will be rectified on the following basis: - If there is a discrepancy between the rates in words and figures, the rate in words will govern. If the bidder does not accept the correction of errors, his bid will be rejected and his EMD may be forfeited.

#### **(42) REJECTION OF BID**

A bid that does not meet all qualification criteria or is not responsive shall be rejected by ITPO and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation by the bidder.

#### **(43) SERVICE LEVEL AGREEMENT**

All the payments would be subject to the SLA prescribed at Annexure - 10.

#### **(44) SUBMISSION OF BIDS**

- a) Bid should be submitted only through online mode at CPPP website: <https://eprocure.gov.in/eprocure/app>. Manual bids shall not be accepted.
- b) Bidders are advised to follow the instructions provided in the Instructions to the Contractors/Bidder for the e-submission of the bids online through the Central Public Procurement Portal for e-procurement at <https://eprocure.gov.in/eprocure/app>
- c) The tender shall be submitted online in Two part, viz., technical bid and price bid. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.
- d) Technical Bid:- Signed and scanned copies of the documents mentioned in the Eligibility Criteria are to be uploaded on the portal (point-9)
- e) Item Rate BoQ
  - Price bid undertaking
  - Schedule of price bid in the form of BOQ\_XXXX .xls
- f) Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

#### **(45) OPENING OF ITEM RATE BOQ**

Item Rate BoQ will be opened and compared at the specified date and time. The name of bidders, bid prices, total amount of each Bid, etc. shall be announced by the ITPO at the Item Rate BoQ opening. The date, time and venue of opening of Item Rate BoQ will be advised to the technically qualified bidders separately.

#### **(46) FORCE MAJEURE**

If at any time, during the continuance of this Contract, the performance in whole or in part, by either party, of any obligation under this Contract is prevented or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, act of State or direction from Governmental Authority, explosion, epidemic, pandemic, quarantine restriction, strikes and lockouts(as are not limited to the establishments and facilities of the Parties), fire, floods, natural calamities or any act of GOD (hereinafter referred to as "Event"), provided notice of happenings of any such Event is given by the affected party to the other, within 7 Calendar days from the date of occurrence thereof, neither Party shall, by reason of such event, be entitled to terminate this Contract, nor shall either Party have any such claims for damages/compensation/costs/expenses against the other, in respect of such non-performance or delay in performance provided the Contract shall be resumed as soon as practicable, after such Event comes to an end or ceases to exist. The decision of the CMD, ITPO as to whether the service may be so resumed (and the time frame within which the service may be resumed) or not, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event for a period exceeding 30 days, either party may, at its option, terminate the Contract.

**General Manager  
I.T. Services Division  
India Trade Promotion Organisation  
Hall no. 7, Pragati Bhawan  
Pragati Maidan New Delhi – 110001**

## CHECKLIST WITH PAGE NUMBERS

(To be filled properly and submitted along with Technical Bid)

S.NO.	ITEM	YES/NO	Ref. Page No.
(1)	Supporting documents in respect of clause 10. (a)		
(2)	Supporting documents in respect of clause 10. (b)		
(3)	Supporting documents in respect of clause 10. (c)		
(4)	Supporting documents in respect of clause 10. (d)		
(5)	Supporting documents in respect of clause 10. (e)		
(6)	Supporting documents in respect of clause 10. (f)		
(7)	Supporting documents in respect of clause 10. (g)		
(8)	Supporting documents in respect of clause 10. (h)		
(9)	Supporting documents in respect of clause 10. (i)		
(10)	Annexure – 1		
(11)	Annexure – 2		
(12)	Annexure – 3		
(13)	Annexure – 4		
(14)	Annexure – 5		
(15)	Annexure – 6		
(16)	Annexure – 7		
(17)	Annexure – 8		
(18)	Annexure – 9		
(19)	Annexure- 10		
(20)	Annexure-11		
(21)	Annexure-12		

## ANNEXURE-1: TECHNICAL BID

Tender No. ITPO/ITSD/IT\_CM-FMS/2023

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

**Sub: Invitation of online bids for selection of an agency for providing I.T. – Comprehensive Maintenance & Facilities Management Services (CM&FMS).**

S. no.	Item Description	Particulars
1.	Name of the Company	
2.	Mailing address	
3.	Contact Executive Details (Name, Designation, Mobile No. and Email Id)	
4.	Telephone no. of the company	
5.	Website of the company	
6.	GSTIN	
7.	PAN	
8.	Registration no. of the company	
9.	Details of EMD	
10.	Details of Tender Fees	

Yours sincerely,

(      )

Authorized Signatory

Name.....

Designation.....

Company stamp/ Seal.....

**ANNEXURE-2: FORMAT FOR APPLICATION & LETTER OF UNDERTAKING  
REGARDING ACCEPTANCE OF TERMS & CONDITIONS**

**Tender No. ITPO/ITSD/IT\_CM-FMS/2023**

**Date:- \_\_\_\_\_**

To  
The General Manager  
I.T. Services Division  
India Trade Promotion Organisation  
Pragati Maidan  
New Delhi-110001

**Sub: Invitation of online bids for selection of an agency for providing I.T. – Comprehensive Maintenance & Facilities Management Services (CM&FMS).**

Dear Sir,

With reference to **Tender No. ITPO/ITSD/IT\_CM-FMS/2023** dated ....., we hereby submit our bid in the prescribed format as desired by ITPO. We hereby also accept the terms & conditions prescribed in the bid document.

Thanking you,

Yours sincerely,

(       )

Authorized Signatory

Name.....

Designation.....

Company stamp/ Seal.....

### **ANNEXURE-3: FORMAT FOR POWER OF ATTORNEY FOR NOMINATING/ APPOINTING – AUTHORISED SIGNATORY**

Know all men by these presents, we, ..... (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr. /Ms..... son/daughter/wife of... and presently residing .... at who is presently employed with us and holding the position of ..... as our true and lawful attorney (hereinafter referred to as the “Authorized Signatory or Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for Invitation of online bids for selection of an agency for providing I.T. –Comprehensive Maintenance & Facilities Management Services (CM&FMS), including but not limited to signing and submission of all applications, proposals and other documents and writings, and providing information/ responses to ITPO, representing us in all matters before ITPO, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with ITPO in all matters in connection with or relating to or arising out of our Proposal for the said Tender and/or upon award thereof to us.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Signatory or Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,            THE ABOVE NAMED PRINCIPAL HAVE

EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF

....., 2023

For .....

(Signature, name, designation and address)



Witnesses:

1.

2.

Notarised

Accepted

.....

(Signature, name, designation and address of the Attorney)Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of appropriate denomination and should be registered or duly notarized by a notary public.

Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

**ANNEXURE-4: FORMAT FOR POWER OF ATTORNEY FOR THE  
AUTHORISED SIGNATORY**

**Ref: - Tender No. ITPO/ITSD/IT\_CM-FMS/2023 dated .....**

To  
The General Manager  
I.T. Services Division  
India Trade Promotion Organisation  
Pragati Maidan  
New Delhi-110001

**Sub: Invitation of online bids for selection of an agency for providing I.T. –  
Comprehensive Maintenance & Facilities Management Services (CM&FMS).**

Dear Sir,

With reference to **tender no. ITPO/ITSD/IT\_CM-FMS/2023 dated.....**we hereby, authorize the following person as authorized signatory to carry out necessary bid formalities with ITPO with reference to this tender and authorize to sign the bid documents and contract / agreement with ITPO.

Name of the authorized representative.....  
Designation.....  
Contact No (Mobile) .....

Thanking you,

Yours sincerely,

(       )

Authorized Signatory

Name.....

Designation.....

Company stamp/ Seal.....

## ANNEXURE-5: CERTIFICATE IN SUPPORT OF FINANCIAL TURNOVER

**Tender No. ITPO/ITSD/IT\_CM-FMS/2023**

**dated.....**

To  
The General Manager  
I.T. Services Division  
India Trade Promotion Organisation  
Pragati Maidan  
New Delhi-110001

**Sub: Invitation of online bids for selection of an agency for providing I.T. – Comprehensive Maintenance & Facilities Management Services (CM&FMS).**

Dear Sir,

In response to the tender reference no. **ITPO/ITSD/IT\_CM-FMS/2023 dated.....**, we hereby declare that the details of financial turnover of our company during the last five financial years are as follows:-

<b>S. No.</b>	<b>Financial Year</b>	<b>Annual Turnover (In Lakh)</b>
(1)	2017-18	
(2)	2018-19	
(3)	2019-20	
(4)	2020-21	
(5)	2021-22	
Average Annual Turnover		

Thanking You,

Yours sincerely,

(      )

Authorized Signatory

Name.....

Designation.....

Company stamp/ Seal.....

## ANNEXURE-6: PRICE BID UNDERTAKING

Ref: - Tender No. ITPO/ITSD/IT\_CM-FMS/2023                      dated.....

**Sub: - Invitation of online bids for selection of an agency for providing I.T. – Comprehensive Maintenance & Facilities Management Services (CM&FMS).**

From: (Full name and address of the bidder)

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

To,

Dear Sir/Madam,

1. I submit the Price Bid for and related activities as envisaged in the Bid document.
2. I have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agree to abide by them.
3. I offer to work at the rates as indicated in the price Bid, inclusive of all applicable taxes except GST.

Thanking you,

Yours sincerely,

(       )

Authorized Signatory

Name.....

Designation.....

Company stamp/ Seal.....

**ANNEXURE-7: UNDERTAKING APROPOS NOT BEING BARRED /  
BLACKLISTED**

**Ref: Tender no. ITPO/ITSD/IT\_CM-FMS/2023**

**dated.....**

To  
The General Manager  
I.T. Services Division  
India Trade Promotion Organisation  
Pragati Maidan  
New Delhi-110001

**Sub: Invitation of online bids for selection of an agency for providing I.T. –  
Comprehensive Maintenance & Facilities Management Services (CM&FMS).**

Dear Sir,

We hereby undertake that we have not been currently blacklisted by any Central Govt.  
/StateGovt. / Semi Govt. Organization / Autonomous Bodies or PSUs.

Thanking you,

Yours sincerely,

(       )

Authorized Signatory

Name.....

Designation.....

Company stamp/ Seal.....

## **ANNEXURE-8: UNDERTAKING APROPOS INDEMINFYING ITPO**

**Ref: Tender no. ITPO/ITSD/IT\_CM-FMS/2023**

**dated.....**

To

The General Manager  
I.T. Services Division  
India Trade Promotion Organisation  
Pragati Maidan  
New Delhi-110001

**Sub: Invitation of online bids for selection of an agency for providing I.T. – Comprehensive Maintenance & Facilities Management Services (CM&FMS).**

Dear Sir,

We hereby indemnify ITPO against any loss, damage that it may sustain or any claim made against it or any proceedings that may be taken out against any claims made by our employees for any loss / damage, payment etc during performance of his duty in ITPO.

Thanking you.

Yours sincerely,

(       )

Authorized Signatory

Name.....

Designation.....

Company stamp/ Seal.....

## ANNEXURE-9: PROFORMA OF CONTRACT AGREEMENT

This Agreement (which shall include its subsequent Amendment (s), if any), entered on DD/MM/YYYY into by and between M/s ITPO, a Government of India Company registered under the Companies Act, 1956 having its registered office at Pragati Bhawan, Pragati Maidan, New Delhi-110 001 (hereinafter shall be referred to as “the Company”, which expression unless repugnant to its meaning or context thereof, shall include its executors, administrators, successors and permitted assignees) as ONE PART

**AND,**

M/s. a firm having its office at (hereinafter shall be referred to as “the Contractor/successful bidder”, which expression unless repugnant to its meaning or context thereof, shall include its executors, administrators, successors and permitted assignees) as OTHER PART. This shall be effective from the DD/MM/YYYY for 03 (Three) years i.e. upto DD/MM/YYYY (Bidding Document No. **ITPO/ITSD/IT\_CM-FMS/2023 dated.....**The Contractor, under this Agreement, shall execute the subject job / provide service(s) in a professional manner as per the detailed scope of work as defined in the bidding document and the Company will pay the Successful bidder for execution of the subject job / service(s) provided as per the agreed payment terms and conditions of the bidding/contract document. The Successful bidder shall also be liable for the Defect Liability Period / Warranty Period, if specifically mentioned in the bidding document, for the job executed/ service provided by him/them. All the terms and conditions of the Detailed Letter of Acceptance and its enclosures including bidding document and if Addendum(s) shall be applicable and binding for this Agreement.

In witness whereof the parties have executed this Agreement on DD/MM/YYYY. Signed and Delivered Signed and Delivered

For and on behalf of

India Trade Promotion Organisation Name: Designation:

---

Date:

Place:

For and on behalf of  
Other Part \_\_\_\_\_

---

Name:

Designation:

Date:

Place:

Witness 1:

Witness 2:

India Trade Promotion Organisation

Other Part:

Name:

Name:

Designation:

Designation:

Date:

Date:

Place:

Place:



## **Annexure-10: SERVICE LEVEL AGREEMENT (SLA) AND PENALTIES**

The company shall be responsible to provide the service as per the SLA. Any brake down in service or non-attending the fault will attract penalty apart from deduction of the payment onthe pro rata basis.

The Service Level Agreement and penalty structure would be as follows: -

<b>S. No.</b>	<b>Item</b>	<b>Validation</b>	<b>Penalty (per day)</b>
1.	For items repaired at site such as desktop/ printer/ UPS and other related items	Call report signed by user/ IT division's official	Rs. 50/- per item including logistic delay
2.	For items repaired at vender's location such as desktop/printer/UPS and other related items	Call report signed by user/ IT division's official	Rs. 100/- per item including logistic delay
3.	For Servers and other equipments of LAN room items repaired at site	Call report signed by IT division's official	Rs. 500/- per item including logistic delay
4.	For Servers and other equipments of LAN room items repaired at Vendor location	Call report signed by IT division's official	Rs. 1,000/- per item including logistic delay
5.	8 Port Switch/cable/ adaptor/other relatedfault	Call report signed by IT division's official	Rs. 500/- per item including logistic delay
6.	24 Port Switch/access point/cable/adaptor/to were any other connectivity issue due to which the network is down	Call report signed by IT division's official. The network availabilityshould be 99%	Rs. 2,000/- per item including logistic delay  Or  Rs. 1000/- per hour in case the services are down more than 30 minutes per week.
7.	Project Management	Project status report as per format desired by ITPO time to time	1% of annualcontract charges
8.	Install, moves, add, changes (IMACservices)	Call report signed by user/ IT division's official	Rs.100/- per item including logisticdelay

9.	Inventory Management	Quarterly Report	0.5% of annual FMS charges
10.	Supplier management services/Antivirus management services/Network management services/ Backup and restore management	Report	0.2% of annual FMS charges
11.	Resource Management	Report and compliance as per manpower requirement	As per RFP
12.	Any other service	Observation/inspection/ verification by ITPO	Rs. 100/- per day to Rs. 1000/- per day depending upon severity of the violation.

### **Duration of SLA**

This SLA would be valid for entire period of contract. This SLA may be reviewed and revised by ITPO, if required. ITPO may also define SLA for any incident which is not covered in the above table, for this the penalty may range 0.1% of annual charges to 5.0% of annual charges.

### **Breach of SLA**

In case the vendor does not meet the SLA, ITPO may treat it as a case of breach of ServiceLevel Agreement. The following steps will be taken in such a case:-

- 1) Issuance of a show cause notice to the vendor.
- 2) Vendor should reply to the notice within three working days.
- 3) If ITPO authorities are not satisfied with the reply, ITPO will impose penalty over the vendor as per relevant clause of the SLA and take other remedial action including but notlimited to initiation of contract termination process.

### **CHECK LIST FOR PREVENTIVE MAINTENANCE (PM) – PCs**

1. Cleaning of System/ Monitor/ Keyboard/ Mouse/ Printer/ Plotter by Vacuum cleaner/ Cleaning Agent/ Blower.
2. Check the following.
  - a) PC is under domain/network
  - b) VGA/LAN/Keyboard/Mouse Cables loose connections.
  - c) AC Mains supply for voltage
  - d) (Ground to Neutral voltage)

- e) Noiseless working of all cooling fans
  - f) CMOS Battery checked & found OK
  - g) Power Adaptor & Battery backup of NBPC OK, if applicable
  - h) Proper display on screen
  - i) CPU cabinet locked with Padlock
  - j) Keyboard, Mouse & VGA cable routed through padlock
3. CD/DVD Drive
    - a) Clean read/write heads of CD/DVD Drive
    - b) Check eject operation of the Drive
    - c) Check proper operation of the Drive
  4. LAN connectivity/ Email/ Web Browsing
  5. Latest Virus definition updated

**CHECK LIST FOR PREVENTIVE MAINTENANCE (PM) – Printers/ Plotters/ Multi-Function Machines**

- 1) Cleaning of Printer/ Plotter by Cleaning Agent/Vacuum Cleaner/Blower
- 2) Check the following:  
Check for noiseless working of cooling fan. Check for Noiseless working of the device.
- 3) Maintenance :- kit / Print Heads OK Does Maintenance kit need replacement?
- 4) Check for trouble free paper pick up
  - a) From Manual feed tray OK/NOT OK
  - b) From Tray 2 OK/NOT OK
  - c) From Tray 3, if applicable OK/NOT OK
  - d) Does paper jam occur during printing / plotting?
- 5) Check for Duplex printing, if any & found OK.
- 6) Checked LAN/USB connectivity.

## **ANNEXURE-11: SCOPE OF WORK**

### **1. LOCAL AREA NETWORK:-**

A switch-based network has been installed at ITPO, Pragati Maidan, New Delhi and all switches are connected through Fiber/ Cat 6 Cables. From Data Center room in Administrative Building adjacent to Hall no. 7 FGH, Pragati Maidan, the LAN connection is distributed to Administrative Building, First Floor, Hall no. 7 FGH, Administrative Building adjacent to Hall no. 7D, first floor above foyer area of Hall no. 9-10, first floor above foyer area of Hall no. 10- 11 and Administrative Building adjacent to Hall no. 12-12A.

### **2. CONNECTIVITY:-**

- a) LAN connectivity with L3/ L2 switches.
- b) Internet connectivity through dedicated 1:1 on Fiber through NIC on circuit of MTNL (4 Mbps), and Railtel (100 Mbps).
- c) All the leased lines are terminated at Sophos XG 430 UTM installed at LANRoom/ Data Center, Administrative Building, Pragati Maidan.

### **3. TECHNICAL SUPPORT SERVICE**

Scope- covers the desktops, laptops, servers, LAN equipment. List of deliverables

- i. Manning and managing the Local area network and LAN center of ITPO which is equipped with HP & Dell Servers, Central Switch, Work Group Switch, Router, antenna, access points, UTM, PCs etc on 24 X 7 basis.
- ii. Taking data back-up on DAT drive of Export full, Physical Full etc.
- iii. Resolving network connectivity problems and generating daily reports such as server uptime charts, server usage statistics, peak hour utilization, network errors, trend analysis reports etc.
- iv. Installing software on the clients (including remote clients) and servers.
- v. Router (include all remote routers) configuration including adding / modifying firewall rules.
- vi. Performing any install, move, add or change at the client level and server.
- vii. Virus control (we have purchased Antivirus software, it will be provided by ITPO).
- viii. Updating virus signatures at all desktops on a regular basis, if needed.
- ix. Performance monitoring and implementing configuration changes to improve performance.

- x. FMS services shall cover various technical services such as support for Desktop & Laptop computers, Servers, their Operating Systems, UPS, Printers, Scanners, including backup and restore Services, Virus Protection including management of anti-virus server, Vendor Management services, IT Asset Management, Help Desk services etc. for all the IT Systems covered under the Scope of Work, including Systems under OEM Warranty, as well as systems not covered under OEM warranty.
- xi. After expiry or termination of OEM/ Principals" Warranty support period, these Computer Systems, other associated components or Peripherals as applicable, shall be covered under AMC services of the successful bidder wherein both Comprehensive Maintenance Support Services (CMSS) as well as FMS services shall have to be provided by the successful bidder.

#### **4. ASSET MANAGEMENT AND MAINTENANCE SERVICE**

- i. Scope - servers, desktops, printers, networking equipments, UPS, LAN equipments, consumables. List of deliverables
- ii. Maintenance and inventory support for IT equipments. History card of each unit to be maintained.
- iii. Record all IMACs (installation, move, add, change) within site.
- iv. All UPS equipments are to be managed, maintained and their battery status checked periodically. In case replacement of battery is required the same should be done by the successful bidder at its own cost. In case of replacement of UPS battery (single or multiple batteries as applicable) in UPS the battery brand should be standard OEM make e.g. "Exide", "Okaya" or "Luminous". A record of such changes is to be maintained. A UPS shall include logic cards, UPS batteries whether single or multiple, all other installed and available components, parts, assemblies, sub-assemblies and accessories etc.
- v. Faulty Mouse and Keyboards to be replaced with new ones. Warranty should be updated with ITPO in records.
- vi. Maintenance of Printers/Line matrix printer shall include heads, fuser assembly, all other items in printers including cards, adopter; hammer, ETB, all other installed and available components, parts, assemblies, sub-assemblies and accessories etc. attached to the system and/ or required to make it functional. Bidder's claim to hold the maintenance activity due to non availability of cartridge shall not be considered. Successful bidder shall keep sufficient original cartridges for the test purpose.
- vii. Test Cartridges: The vendor shall keep various type (as per inventory of printer at ITPO), at least one original new cartridge for every model. These cartridges should be changed quarterly and color cartridges should be changed yearly. All the printers which have generated faults shall be checked thoroughly on site including cartridge fault.
- viii. A laptop/ notebook includes display screens, adaptor, battery, network cards, webcam, motherboard, processor, CMOS battery, touchpads, Power Cords, key pad etc. and all other installed and available components, parts, assemblies, sub- assemblies and accessories etc. attached to the system and/ or required to make it functional. Laptops/notebooks are inclusive of batteries and adaptors etc. Laptop Batteries and adaptors would be from Laptop OEM.

- ix. If any component of a System/Sub-system gives repeated/recurring problems, resulting in recurring failure of the System then it must be immediately replaced by the successful bidder with new & genuine spare parts or the entire set to be replaced.
- x. Followings are also included in AMC
  - Trays for Printers
  - Print heads for Plotter.
  - Interface cables of PC/Printers/Peripherals, etc.
- xi. In case of Hard Disk failure, the successful bidder shall make all attempts possible to retrieve the data & transfer to new Hard disk. In case all attempts to recover the data fail, the report for the same has to be produced to ITPO. Recovery of lost data from damaged hard disk where third party support is required is also covered in the scope of work.
- xii. Maintenance service shall also include RJ 45 connectors and CAT6 (to replace faulty cable) and other associated item wherever necessary. All plastics parts, wires, cords, breakdowns due to power conditions, rodents, etc. are covered under the contract. The successful bidder has to rectify all such problems or replace all the parts/components including damage to connectors (pins) of mouse or keyboard, replacement of Teflon in laser printer etc. The charges quoted under this contract shall be inclusive of supply & replacement of all defective components/modules /units cards /parts/ cords etc. The successful bidder has to make good all such problems without additional cost to ITPO.
- xiii. Successful bidder shall ensure proper earthing of the critical equipments like servers etc. and the associated network racks within the sever rooms. However, the provisioning of the earth external to the equipment covered under maintenance is not the responsibility of the successful bidder which shall be done ITPO at his own cost.
- xiv. The successful bidder cannot take any exclusion, except the items mentioned in the exclusion clauses in this document.

## **5. MAIL SERVICES**

Scope- Manage the mail network of ITPO. List of deliverables:-

- i. User account management- creation, deletion and transfer of mail boxes
- ii. Monitoring the mail traffic queue and the disk space usage for mail
- iii. Mail delivery management.
- iv. Internet configuration at client end.
- v. Monitoring the internet mail traffic.

It shall also include configuration of services and mail clients like NIC Email Services /MS Outlook/ Outlook Express/ for POP/ IMAP/ Web Mail Services etc.

## **6. SERVER MANAGEMENT AND OPERATING SYSTEM ADMINISTRATION SERVICE**

Scope- To cover the servers and all administrative tasks related to the servers (some tasks are listed separately below). The tasks include (but this is not an exhaustive list as all admin. related tasks have to be carried out):

List of deliverables:

- i. Comprehensive on sight maintenance for Servers and attached peripherals.
- ii. Restoration of mount point in case of disk fail.
- iii. Managing Operating Systems.
- iv. Performance tuning.
- v. System booting, shutdown.
- vi. System configuration and tuning as required.
- vii. Regular back-up services.
- viii. OS installation, if required.
- ix. Crash analysis, system restoration, including restoration of OS, user files etc. from back-up.
- x. Keeping track of patches for all system software from the vendor's sites or based on information received from vendors, downloading patches and installing them as they become available managing the mail service, monitoring utilization of resources such as CPU, memory, disk and alerting management of bottlenecks.
- xi. Resolving server problems like system hang, hard disk crash, network connection failure etc.
- xii. Performing periodic system performance tuning-changing the system configuration parameters and re-organizing the disk space etc.
- xiii. Performing periodic backup of all systems files/volumes.
- xiv. Installing system software.
- xv. Escalating unresolved problems to the principal/hardware vendor for ensuring resolution.
- xvi. The successful bidder shall check health of the batteries in Servers (CMOS/RAID) and ensure that they get replaced at appropriate time without any additional cost to ITPO.
- xvii. For Movement of Server Systems, installations / reinstallations at the new locations, including new first time installations or any other activity as per requirements, the responsibility for safe and secure transport and uninstallation /installation of the equipment shall lie with the successful bidder. In case of any installation/ shifting of equipment outside ITPO or branch offices successful bidder will provide suitable transportation and personnel etc. to carry the equipment to the point of installation at no additional cost to ITPO.

## **7. MAINTENANCE OF VARIOUS APPLICATION SOFTWARE**

- i. Maintenance of Windows 2000/2003/2008 server.
- ii. Maintenance of MS SQL Server 2000.
- iii. Installation and Configuration Oracle 8i, D2K, Visual Basic, and Crystal Report.
- iv. Monitoring and Maintenance of NIC mail services mail boxes.
- v. Manage of Cisco 2611, PIX 515e, IDS 4215.
- vi. Software Maintenance of Routers.
- vii. Installation and Configuration Hindi Indic and Indica 2000 (Hindi software)/Unicode.

## **8. BACKUP AND RESTORE SERVICE**

- i. List of deliverables:
  - a) Perform backup operations everyday as per the defined backup strategy.
  - b) Label media for identification and retrieval.
  - c) Ensure proper storage and handling of media to prevent data loss.
  - d) Conduct restoration drills with sample backed up data on a quarterly basis to confirm data integrity.
  - e) Maintain log sheets of backups taken.
  - f) Replace media that reach their defined life cycle.
  - g) Cleaning of the DAT drives, if any.
  - h) Successful bidder shall ensure that backups are taken as per defined schedule and performed successfully in the planned restoration exercises.
  - i) Backup from desktops etc. wherever needed.

## **9. SYSTEM SECURITY**

- i. List of deliverables:-
  - a) Creating user accounts with defined rights and privileges.
  - b) Ensuring root passwords are available to authorized users only and they are changed at regular intervals.
  - c) Ensuring restricted access to the system.
  - d) Reporting any security breach to ITPO as and when detected.
  - e) Monitoring remote logins and file access using logs generated by server management tool.
  - f) Ensure compliance of IT policy of ITPO.
- ii. Information Security Support Services:-
  - a) ITPO may at his own discretion and cost, get the available infrastructure audited by any third party for IT security vulnerabilities.
  - b) The successful bidder shall assist ITPO in implementing required Security policies and procedures as per recommendations arising out of the audit.
  - c) The successful bidder would incorporate all process modifications in FMS services



and IT infrastructure in consultation with ITPO for the above purpose, as part of the scope of work of this contract.

- d) The successful bidder will take all measures required to implement policies as per guidelines/ framework with the tools provided by ITPO.
- e) The implementation of IT security policies are to be performed by the successful bidder as part of regular CM&FMS service.
- f) However, any hardware/ infrastructure upgrades, including necessary software licenses, renewals and support agreements with the OEMs or PRINCIPALS required for the same, would be provided by ITPO.

## **10. NETWORK MANAGEMENT SERVICE**

These set of services will include monitoring the performance of the network components, manage/repair them, and reporting problems to the concerned parties, if any at their end.

### List of deliverables:

- i. Monitoring the LAN network utilization, uptime, etc. of the different network components using standard utilities provided by the vendors; to prepare reports for the Management, to alert management of any perceived bottlenecks.
- ii. Monitoring the network bandwidth available from the vendors and to report if the availability is below the agreed upon bandwidths.
- iii. To inform the vendors handling LAN network hardware maintenance in case of malfunction of any components; to keep a log of reports and attendance to the faults and their resolution by the hardware vendors
- iv. For the leased lines, to follow up with the appropriate service provider for the restoration of lines in case of failures of such leased lines.
- v. Network performance monitoring using a NMS to be provided.
- vi. Monitor and control configuration aspects like IP address, subnet mask, DNS settings, etc.
- vii. Alarm generation, handling and filtering
- viii. Switch Troubleshooting and recovery in case of any outage
- ix. When remote network is down at any of the office locations, etc. for more than 2 hours the vendor shall provide alternative internet connectivity through Wi-Fi dongle (4G/5G or equal service). The vendor shall keep 10 new internet dongles for the said service.
- x. The maintenance shall also include maintenance of network points, I/O points, cable, patch cords, patch panels etc. and any fault/change/rectification shall be responsibility of the successful bidder such as I/O points, RJ 45 connectors, cables etc. Any breakage (due to any reason) repair in cable (OFC, CAT6 or any other cable) shall be the responsibility of the successful bidder.
- xi. As and when there is renovation in office premises the network connectivity shall be taken care by the successful bidder, this may include laying of LAN Cable /conducting under surface or over surface as the case may be, fixing / changing of I/O ports, CAT6 etc. and

fixing of equipments. The vendor shall arrange specialist as and when required. All the required items shall be provided by the successful bidder only. Expenses in this regard shall be borne by the successful bidder. This may include and other related tasks etc. As an estimate 200 meters of such work is carried out per year. This is indicative only.

- xii. The Service Provider will monitor all the services on a continuous basis and coordinate with other Service Provider for fault reporting/resolution by visiting their respective offices or through telephone call. The Service Provider shall try to minimize the downtime by immediately using the standby resources, spare network equipment etc.
- xiii. The Service Provider is required to submit reports as per the requirements of ITPO.
- xiv. Service Provider should maintain Communication Log-Book to record all the shift activities. The Log-Book can be inspected by ITPO as and when required
- xv. Currently the ITPO does not have installation of Microsoft Active Directory /Domain Controller/ Similar domain arrangement/ Windows Workgroup/ Similar Workgroup. For connectivity to the intranet/internet the ITPO premises are networked on wired as well as wireless infrastructure. Generally the installed desktop/ server systems etc. are connected to the intranet LAN/internet. The network also makes use of DHCP services (as applicable) for allocating IP addresses to various devices. However, connectivity to all systems is not guaranteed and the network architecture may change at any time. The successful bidder shall have to provide various FM Services as per the actual connectivity and network configurations at no additional cost to ITPO.
- xvi. Normally the first time installation & commissioning of new hardware & software is included in the scope of contract entered into by ITPO with OEMs/ PRINCIPALS for supply of new hardware or software. Accordingly, the Installation of any hardware/ software by the Successful bidder as per activities indicated in the scope of work shall not normally imply the first time Installation/ Commissioning of the hardware or software. However, ITPO reserves the right to procure any Hardware equipment/ peripheral or Software from OEM/ PRINCIPAL through a contract which does not include first time Installation/ Commissioning in its scope. In such cases, the Successful bidder shall also have to undertake the first time installation activities of such hardware/ software without any additional Cost to ITPO.

## **11. DATABASE MANAGEMENT SERVICE**

Scope- The database management system used is Oracle. This component involves the management of the Oracle systems. This includes management of the Oracle database as well as the Oracle Application Server. The tasks include (but the list is not exhaustive):

- i. Maintenance of Oracle Server.
- ii. Scripts for back-up.
- iii. Monitoring the Oracle RAC Database daily.
- iv. Troubleshooting of problems – unlimited.
- v. Periodic fine tuning for preventive maintenance to:

- Improve the availability window of the applications to the users by making the application database robust and improving its response time.
  - Take preventive action for the database to be available to the users.
  - Plan for disaster recovery and in time performance & tuning by performance tuning of the database on a period basis. Preventive/pro-active action against possible disaster.
- vi. User Accounts Management.
  - vii. Database start-up and shutdown.
  - viii. Security of Oracle database.
  - ix. Database recovery after failures.
  - x. Database-specific back-ups.
  - xi. Database performance monitoring and tuning.
  - xii. Alerting regarding abnormal activity such as large increases in table sizes.
  - xiii. Carrying out database specific administration functions as dictated by the application.
  - xiv. Oracle Application Server related administration tasks.
  - xv. Creating new file systems and correcting file system inconsistencies.
  - xvi. Creating/modifying, deleting users and groups.
  - xvii. Shutting down / killing application components in case of application malfunction without affecting system uptime, if possible.

## **12. HELPDESK MANAGEMENT SERVICES:**

The Company will provide and operate Helpdesk Services through robust Helpdesk Management Software. The software should be able to generate MIS reports as per requirement of ITPO.

- a) The successful bidder shall at his own cost, arrange a comprehensive Helpdesk Management System (HMS). It shall include any software tools or agents, if required to be deployed on client machines as part of the HMS. The successful bidder shall then deploy setup, configure and manage HMS at ITPO. The number and type of role based licenses of HMS stipulated therein also have to be provided by the successful bidder at no additional cost to ITPO. Successful bidder is free to provide HMS of any make/ brand which complies with the requirements indicated therein.
- b) The helpdesk will send SMS and e-mail(as applicable) at the time of logging of any complaint, intermediary action taken on the complaint registered and at the time of closing of the complaint from the helpdesk to mobile telephones of users. A copy of both the SMSs should also go to the IT in-charge of ITPO. This shall have to be arranged and deployed by the successful bidder at his own cost. The Successful bidder may at his choice deploy the said hardware and software at ITPO.
- c) However, the SMS delivery mechanism shall be configured by the successful bidder as per the network and internet connectivity infrastructure of ITPO.

- d) The charges as payable to the SMS service provider / mobile telephone service provider for the SMS Gateway shall be borne by the vendor, without any additional payments from ITPO.
- e) If it is found later that the HMS is not capable of the intended purpose to the satisfaction of ITPO, the bidder will replace/ upgrade the same at no additional cost to ITPO with suitable HMS which complies to the requirements.
- f) The mobile telephone numbers, emails and other details as required for sending the SMS etc. to the users shall have to be collected by the successful bidder on his own from the users or otherwise, and the required database of the same may be maintained by the vendor to the extent of numbers provided by the users for intimating them.
- g) SMS message need not be sent to users in regard to specific routine and repetitive tasks like deploying O/S updates & patches or Antivirus Software updates etc, or when indicated by the IT manager of ITPO as per requirements. SMS Message only for the complaints logged by the user himself should be sent.
- h) Helpdesk Management System has to be deployed within 15 days of commencement of the contract. Non-compliance may attract penalty @2.5% per week of the yearly maintenance contract value, subject to maximum penalty of 10% of the total contract value. Beyond which, ITPO reserves the rights to take these services from alternate sources at the risk and cost of the vendor.

### **13. DATA RECOVERY**

The vendor shall also provide data recovery services in the cases where the media is physically or logically crash. The crash may take place due to any type of situation. The data recovery should be completed within 15 days else ITPO shall be free to get the services of external agencies and the charges to that effect shall be deducted from the quarterly payment.

### **14. WARRANTY AND AMC ADMINISTRATION**

Service Provider will keep track of validity of warranty of all I.T. equipments and expiry dates of maintenance contracts of all I.T. equipment and will follow up with ITPO officials for timely renewal.

### **15. CLEANING AND SHIFTING OF EQUIPMENT**

The shifting of equipment from one location to another will be the responsibility of the successful bidder. The cleaning of I.T. equipment shall also be the responsibility of the successful bidder. The cost for the same should be taken into consideration while quoting rates for the tender. The successful bidder shall equip their each technician with Tool Kit comprising of soldering Iron, 3 and ½ half digit multi-meter, screwdriver set, LAN cable tester, RJ45 Crimping

Tool and Krone Punch tool for day-to-day maintenance job on its own cost and the same shall be in good serviceable condition. Any item of the Tool-Kit shall be repaired/replaced at the successful bidder's own cost. It will be the duty of the IT FMS personnel to keep these tools in their custody; ITPO will not be responsible for any loss or breakage of these tools.

## **16. BACK TO BACK ARRANGEMENTS WITH OEM**

The successful bidder shall have back to back arrangement with the respective OEMs for maintenance of various servers and online heavy duty UPS at ITPO.

## **17. PROJECT MANAGEMENT**

Manage all work under scope of work, Submission of Monthly Project Status reports & conducting status meetings etc.

## **18. MISCELLANEOUS PROVISIONS:-**

- d) The preventive maintenance activity should cover all the essential aspects like optical drive head cleaning, printer head cleaning, checking, system performance, checking hard disk for inconsistent cluster, defragmenting and running scan disk wear and tear of printer gears and knob if any, may be replaced. Maintenance of the machines includes cleaning all the machines, monitor, keyboard, and printer including removing the dust inside the machines once in three months. Inspection of site as per the requirement of electrical power by the machine and reporting to consignee, in the event of mal-function of power conditioning equipment.
- e) The preventive maintenance activity should cover necessary virus scanning/cleaning with virus scanner software. Antivirus definition has to be updated frequently to prevent system infected with virus, worm and Trojans. Similarly, preventive maintenance will also include updating of the operating system with service packs, patches etc.
- f) Maintenance will also include replacement of chargers, adaptors etc. If faulty parts are beyond repair they will be replaced by new genuine parts with minimum one year warranty wherever applicable. In case not repairable, new replacement will be provided by the vendor within the AMC cost, at no additional cost to ITPO.
- g) The repair of the products which are under warranty shall also be carried out by the successful bidder if so desired by ITPO. No extra payment shall be considered for the same.
- h) Any item under warranty, and requires to be taken to service centre shall be done by the vendor at their own expense; this shall also include logistic arrangements.
- i) Successful bidder will educate and train the users as per requirements, regarding the best practices of using the Desktops/Printers and other peripherals, including the available software etc., at no additional cost to ITPO, so as to ensure proper

implementation/utilization of the available software / hardware features. This may normally be done by way of providing individual guidance etc. as per requirements.

- j)** Any other activity which may not be listed but is essential for completion of work would be considered part of the Scope at no additional cost. In case the vendor is not able to repair the original equipment, the successful bidder shall supply a new substitute of same make or similar make to the satisfaction of ITPO if the same make is not available. The substitute shall have equivalent or higher specifications than the original equipment. The substitute equipment shall become the property of ITPO. The original irreparable equipment/component shall become the property of the vendor, if so allowed by ITPO.
- k)** As per ITPO's IT policy, time to time old Desktops/Servers/ Printers/ Scanners/ Laptops/ UPS and any other equipment & peripheral indicated in this document may be required to be phased out and/or replaced by new / latest Systems, having Warranty Support from the Supplier. In that case, phased out Desktop's will be excluded from the AMC support of the successful bidder (both CAMC & FMS services being provided by the contractor) and new replaced system shall be covered.
- l)** The successful bidder shall keep an Aluminum Stairs of 5-6 feet height at ITPO's premises to repair items which are on height such as network switches, Wi-Fi points etc.
- m)** All the major hardware are provided with item code. In case during maintenance if the vendor replaces hardware it will be according provided an item code. Painting services, where ever required, shall be provided by the successful vendor at its own cost.
- n)** The successful bidder shall also keep minimum required stationery on-site such as pens, note books, A-4 sheets (5 packets per month), 4 Quire Register (one per month), 2 Quire Register (one per month), CDs, DVDs, stapler, punch, cello tape, glue stick etc. or any other stationery required for smooth functioning. However, at the starting of the contract the stationery requirement may be more which is to be met out by the vendor at its own cost. Delay due to non availability of stationery shall attract penalty. Unconsumed items may be taken back by the successful bidder after end of the contract.
- o)** Response time: the response time of bidder to attend any complaint upon on receipt of the complaint/ information from the user should not be more than 30 minutes.
- p)** Items from user location to computer repair centre or change of location shall be done by the successful bidder, for which the successful bidder may deploy helper at its own cost.
- q)** No conveyance shall be provided for engineers to attend calls at remote office locations or any other location within Pragati Maidan Complex.

- r) The man power supplied shall also be used by ITPO for smooth functioning of I.T. and I.T. enabled services in various exhibitions and may perform ground duty as and when required by ITPO.
- s) The manpower may also be utilized for I.T. /I.T. related services outside Pragati Maidan such as visiting camp offices, service centers, etc. No additional payment shall be made by ITPO for this.
- t) The successful bidder shall keep provision of three (3) emergency lights (LED) round the clock in LAN centre and computer centre. The maintenance/change of batteries etc. shall be the responsibility of the successful bidder.
- u) Tape drives (RW data cartridge) at regular intervals as per the need for data backup shall be provided by the successful bidder which shall be retained by ITPO after the contract period.
- v) ITPO is planning to upgrade and shift its Local Area Network (LAN) to the new Admin Building. The successful bidder shall study the existing LAN arrangement and submit feasibility study report to ITPO regarding up-gradation plan duly supported by necessary specifications and layout plan. This work should be completed within 60 days from the date of commencement of the work. Failure to submit the report within the prescribed period shall attract penalty of Rs. 10,000 per week for a delay of initial two weeks, Rs. 20,000/- per week for a delay beyond two weeks for another two weeks and may lead to termination of the contract beyond a delay of 4 weeks. The vendor may request for extension of the deadlines due to genuine limiting factors which may be granted by ITPO at its sole discretion (for a delay beyond weeks, ITPO shall reserve the rights to take these services from alternate source At the risk and cost of the vendor).
- w) The bidder shall get the I.T. network of ITPO security audited from a government certified agency and submit report to ITPO with vulnerabilities report and suggestions for improvement within a period 60 days from the contract commencement date. Failure to submit the report within the prescribed period shall attract penalty of Rs. 10,000 per week for a delay of initial two weeks, Rs. 20,000/- per week for a delay beyond two weeks for another two weeks and may lead to termination of the contract beyond a delay of 4 weeks. The vendor may request for extension of the deadlines due to genuine limiting factors which may be granted by ITPO at its sole discretion (for a delay beyond weeks, ITPO shall reserve the rights to take these services from alternate source at the risk and cost of the vendor)
- x) ITPO shall provide common cleaning services such as floor cleaning. However, keeping the Computer Centre and Data Center/ LAN Room including curtains and doors/panels etc. neat and clean & dust free shall be the responsibility of the vendor.

- y) As far as maintenance and replacement of server parts, and online UPS parts are concerned the vendor shall have back to back arrangements with the OEM to replace the faulty parts with new and genuine parts. No duplicate parts shall be used. In this regard item part nos. should be provided to ITPO along with confirmation from the OEM.
- z) If any equipment under maintenance goes down, then standby equipment of same capacity should be provided. The faulty system should be repaired within seven days from the date of removal. In case no standby equipment is provided in replacement of faulty items, then penalty will be imposed for the first seven days after that the equipment will be got repaired at the risk and cost of successful bidder.
- aa) Successful bidder shall do the job of Data transfer from old PC to New/ standby PC along with installation of OS, software, service packs, patches, upgrades as and when required.
- bb) The vendor shall provide new mouse pads to all the system users at the beginning of the contract. During the contract period the mouse pads replacement shall be covered under the maintenance at no additional cost to ITPO.
- cc) At the end of the contract, the successful bidder shall ensure all the PC's & Printers are in good working conditions duly certified by ITPO, otherwise the final payment will not be released.

#### **19. BUFFER STOCK TO BE KEPT BY THE VENDOR AT ITPO OFFICE**

Also, at any given point of time, following items should also be available with the vendor as buffer stock in ITPO/readily available to meet maintenance/replacement requirements:

<b>Sr.No.</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Special Remarks</b>
1.	New 10 KVA online UPS	One (1)	If more than one UPS goes down simultaneously then bidder shall arrange another standby.
2.	CPU Mother Boards as per specifications of inventory at ITPO	Two (2) of each type	
3.	Hard Disks as per specifications of inventory at ITPO	Two (2) of each type	



4.	Various RAM as per specifications of inventory at ITPO	Five (5) of each type	
5.	i7 Desktop Computers with 8GB RAM, 256 SDD pre-loaded OS and antivirus	Five (5)	
6.	Multifunction Printers with Network connectivity along with new original toner/cartridge	Four (4; B/W) and One (4; Colour)	Cartridge/toner to be replaced with new ones every 4 months. In case of non compliance a penalty of Rs.1000 per day per cartridge to be levied.
7.	CPU Power supplies	Five (5) of each Type	
8.	External Hard Disk for data backup purpose	Minimum Five (5) hard disk of 1 TB each	however, if required the vendor may keep provision for more
9.	CPU Battery	Ten (10)	
10.	UPS Fuse	Ten (10)	
11.	New Mouse	Twenty (20)	
12.	New Key Board	Twenty (20)	
13.	RJ 45 connectors	Hundred (500)	
14.	I/O ports	Ten (20)	
15.	Server Hard Disks (as per specifications of Servers at ITPO)	Four (4) each	
16.	Various RAM (as per specifications of Servers at ITPO)	Eight (8) each	
17.	Mother Board (as per specifications of Servers at ITPO)	Two (2) each	
18.	i7 Laptops with 16 GB RAM, 256 SDD, pre-loaded OS and antivirus software.	Two (2)	
19.	New Mouse Pad	Twenty (20)	
20.	New 8 Port switch with	Ten (10)	

	eight Ethernet ports with adaptor		
21.	External Network Card	Five (5)	
22.	Wi-Fi data card with minimum unlimited data usage every month	Ten (10)	Recurring charges/bills to be paid by the vendor.
23.	CD (RW) External and Internal both	Five (5)	
24.	DVD	Ten (10)	
25.	Pen Drive of 64 GB	Five (5)	
26.	Wireless mouse and key boards with batteries	Five (5) each	
27.	Patch chord (CAT 6) (1, 2, 3 meter)	Twenty (20) each	
28.	Patch chord (OFC) (1Meter)	Twenty (20)	
29.	1 Gbps SFP Transceiver Module	Five (5) pairs	
30.	Gigabit Media Converter	Five (5) pairs	
31.	LED Monitor 21"	Two (2)	
32.	1 KVA UPS	Five (5)	
33.	24-port Gigabit Switch – PoE Should be equipped with Twenty-Four 10/100/1000 Ethernet ports and 2 mini Gigabit Interface Converter slots (shared with 2 Ethernet ports) for fiber Gigabit Ethernet expansion	Five (5)	
34.	Logic Card for laser printer	Four (4) each type for all available printer model	
35.	Power Supply card for Laser Printer	Four (4) each type for all available printer model	
36.	Digital Data Centre Humidity and Temperature Meter Data logger	Two (2)	

37.	Portable Multimedia Speaker System	Five (5)	Should be from a reputed OEM with good audio quality
38.	Toolbox containing Splicing Machine, cutting tools, power meter with laser etc.	One (1)	
39.	OTDR	One (1)	

**Note:** The above items are minimum stock to be maintained on monthly basis at ITPO. The items should be at site (ITPO) within 20 days of award of work and should be regularly replenished if utilized/ consumed.

The vendor shall take unused items back after the completion of the contract period.

## **20. EXCLUSION OF ITEMS, COMPONENTS AND ACTIVITIES FROM SCOPE OF THE CONTRACT**

- 1) The scope shall not cover supply and replacement of the following items:-
  - a) USB External HDD, USB Pen Drives, Floppy disks, CDs, DVDs, DATs, or any removable storage media (Over & above those prescribed in the tender document).
  - b) Toners, Cartridges of Laser Jet & inkjet printers.
  - c) All components other than those mentioned above shall be covered under the scope of work of the contract.
- 2) The batteries for UPSs having 7AH, 26AH/ 28AH & 42AH/ 45AH batteries and batteries for Laptops, CMOS batteries of Servers/ PCs/ Laptops etc. are not excluded. Such Batteries are included as part of Scope of Work. UPS having backup less than 15 minutes and Laptops having backup less than 45 minutes are liable for change of batteries.  
  
Original batteries from the OEM in respect of Laptops, UPS etc. are to be supplied by the vendor.
- 3) The decision of ITPO regarding the liability of the successful bidder in cases of ambiguity/ dispute on these subjects shall be final and binding, and the successful bidder shall not have any claim in this regard.
- 4) The scope of work is including but not limited to the work mentioned above. The scope of work may also include any future development or changes that take place from time to time with respect to IT infrastructure or any other force majeure by the government time to time.

- 5) Fuser Assembly Kits, Scanning motor etc. for all kinds of printers & scanners (as & when required) are covered under scope of the contract of AMC.

NOTE: -Maintenance would include preventive maintenance and repair or replacement of any item necessary for keeping the equipment active and free from any defects/ disturbances and also on any unscheduled call for corrective and maintenance services, taking appropriate measures on time to set right the malfunctioning. For the purpose of maintenance the successful bidder shall keep or arrange for necessary equipments and consumables like spare parts, UPS battery charger, load testing equipments, vacuum cleaner, cleaning liquids etc. to avoid any downtime. The comprehensive maintenance shall be carried out at the premises of ITPO. In case selected vendor feels that the equipment cannot be repaired at site, it will carry and deliver the equipment at its own cost and risk. Any future purchase of hardware / software will also subsequently become the part of FMS without any extra cost to ITPO. The Preventive Maintenance drive should be taken up quarterly.

## **21. MAN POWER REQUIREMENT**

The vendor must deploy the following manpower:

### **1. Team Leader {Quantity – One (1)}:-**

#### **Educational Qualification and Experience**

- a) Must have a minimum full time regular degree in B.C.A./B.Sc/B.E./B. Tech in Computer Science/IT/Electronics & Telecom.
- b) Must have minimum Seven (7) years of post qualification work experience out of which atleast three year's experience should be as a Team Leader in Networking & Facility Management Services, Hardware & System Software Management etc.
- c) Should have experience in firewall management, management of routers, switches, servers, VLAN monitoring, VPN management, Wi-Fi network management etc.
- d) Should be an expert in MS-Office and have good communication & analytical skills.
- e) Shall be responsible for all documentation, providing MIS reports, SLA adherence and maintaining information security, confidentiality & availability of the company data.
- f) Should have thorough knowledge and experience of inventory management and helpdesk services management.

#### **Scope of Work**

- Backup and restoration of critical data stored on file servers.
- Onsite Facility Management Services including Local Area Network, Communication Services, Anti-virus, Patch Management, Proxy Server/UTM and implementation of Security Policy.
- Consultation services in support of any departmental relocation.
- Operating System support on client machines for various Operating Systems: Microsoft/Open Source / Linux / Ubuntu / Macintosh etc.
- Setup and configuration of new computers.
- Setup and configuration of network printers/copiers.

- Identification and resolution of computer problems such as system lockups, hardware failures, and connectivity problems with the network.
- Training end customers on logging onto and off the network.
- Allocating/removing redundant user-id and passwords.
- Day to day coordination with the user for software maintenance.
- Coordination with maintenance agencies to handle situations like network chocking, network viruses, hard disk crashes etc.
- Providing guidance to project team.
- Identifying and resolving common problems and potential risk issues across project.
- Designing the mechanism for tracking the progress of workplans.
- Implementing continuous improvement to the overall project management process
- Following up with vendors for timely delivery/installation of material/ services and deployment of resources.
- Addressing day to day ad-hoc activities related to project management.
- General analysis of data.
- Developing presentations for internal/external meetings, conferences, workshops etc.
- Maintain MIS as per the requirement of organization.
- Other similar and related works.

## **2. Senior Software Application Support Engineer {Quantity – One (1)}:-**

### **Educational Qualification and Experience**

- a) Must have a minimum full time regular degree in B.E / B.Tech /M.Tech in Computer Science (CS) / Information Technology (IT) / Electronics and Communication Engineering (ECE) or equivalent **OR** MCA/ DOEACC ('B' or 'C' Level) with specialization in computers or equivalent **OR** MSc. / M.Phil / PhD in Mathematics / Physics / Statistics / Operation Research / Computer Science / Information Technology / Electronics with specialization in computers or equivalent.
- b) Web Technology: Visual Basic 6.0/D2K/ MS.NET 2.0 / JSP / J2EE / PHP / Ruby / Perl / Python etc.
- c) RDBMS: MS SQL / Oracle / PostgreSQL / MySQL/ Oracle (9i).
- d) Must have Experience of writing code, testing and debugging, etc.
- e) Must have Experience of preparing User/Admin Manual.
- f) Must have Experience of providing end user training, etc.
- g) Relevant experience required as per levels specified in scope, preferably in Government Central/State/PSU, etc.

### **Scope of Work:**

1. Scope: Tailor Made Software Modules are developed on client-server architecture using Visual Basic 6.0, D2K 6i as a front end and Oracle 9i as back end. Report generation is as crystal report, oracle report 6i and DOS reports. Total estimated number of nodes loaded with one or the other software modules listed below is approximately 25. The applications to be maintained is as below: -
  - a) Administration & Personnel Information System (PIS)

- i. Directory Creation
  - ii. Manpower & Roster
  - iii. Recruitments
  - iv. Transfer & posting
  - v. Promotion
  - vi. LIC Benefits
  - vii. ACP Scheme
  - viii. System Maintenance
  - ix. Reports
  - x. 50 years Review
  - xi. Backup
- b) Trade Development and Merchandising System/ Business Information Centre (BIC)
- i. Directory Maintenance
  - ii. Registration of New members
  - iii. Renewal/Re-enrolment of membership
  - iv. De-enrolment of members
  - v. Bill Register
  - vi. Reports
  - vii. Export to Excel

The resource shall be responsible for fetching and/or generating reports as per requirement of user departments from the aforementioned modules part of the legacy system as and when required.

2. Updating of software as and when required, now running on Windows XP, Windows Vista.
3. Day to day maintenance of the software.
4. Installation of software in client-server architecture environment in case of formatting of servers, PCs and/or purchase/installation of new servers/PCs.
5. Rectification of bugs occurring in the application running in the existing environment.
6. Data Migration: ITPO is in the process of implementation of new HRMS application. Data shall be migrated from the current application (Desktop Application having database designed in Oracle 9i) and media to the new HRMS application. The key data migration requirements include:
  - Design the data migration and acceptance methodology and plan.
  - Risk identification and Mitigation Plan for Data Migration.
  - Data mapping.
  - Perform data cleansing for incorrect/incomplete data.
  - Data migration.
  - Corrections of the migrated data during Data Quality Assessment and review.
  - Obtain sign off on migrated data.
  - On completion of the migration, all data from current applications should be available in the new HRMS system.

The tool/utility for performing data migration must be designed by the vendor after an adequate study of the data to be migrated and in consultation with ITPO. Since there would be significant difference between existing database table structures and database table structures of new application, there must be mapping done between the existing tables and proposed tables and data be made compatible for migration into new tables. A comprehensive data mapping exercise must be undertaken by vendor before embarking on data migration. A good detail map will detail an in-depth cross-referencing of all mutual fields across the source system and the target system. It must include the following (but not limited to):

- Names of applicable to and from fields.
- Lengths and data types of these fields.
- Mapping of relationships between entities.
- Check on the constraints, unique fields and integrity checks.
- Any logic involved in mapping such as string truncations or validations against any business rules.

Vendor/its deployed resource shall carry out validation of the data migrated into the new HRMS application. Data quality in the target system should be assessed and detailed metrics prepared for the migrated data. Any exceptions, errors found are to be resolved and the migrated database should be signed off by ITPO. Vendor shall be responsible for migration of operational data.

### **3. System/Network Administrator {Quantity – One (1)}:-**

#### **Educational Qualification and Experience**

- a) Must have a minimum full time regular degree in B.C.A./B.Sc/B.E./B. Tech in Computer Science/IT/Electronics & Telecom.
- b) Must have minimum Five (5) years of post qualification work experience out of which atleast three year's experience should be as a Network Administrator.
- c) Should have valid CCNA certification as on the date of his appointment.
- d) Shall be responsible for maintaining and managing the complete I.T. network infrastructure of ITPO at Pragati Maidan, New Delhi.
- e) Should be able to provide inputs in network designing, manage network device configurations, troubleshooting, maintain & manage servers, switches, firewall systems, antivirus systems, routers, manage WAN/ VLAN networks etc.
- f) Experience of working in the area of Network Administration, Network support and troubleshooting.

#### **Scope of work**

- Advanced Knowledge on IP Network Devices and components (Router and Switches), IP Routing Protocol (OSPF and BGP), LAN Switching (STP, VIP), WAN (Modem, Leased Line, L2 Circuit, and Ethernet Circuits) and Field level troubleshooting, Network Monitoring System, Email, L2 & L3 VPN, Wi Fi and RF Communication and Network Security.
- Basic Knowledge of OS (Windows and Linux).
- To ensure ICT Infrastructure is functional at user site.
- To give suggestions for improvements in the network/ICT infrastructure, if any.

- To attend users call in respect of Networking, Desktop problems, Security Issues, Internet Problems, Anti-virus related issues.
- Ensuring complete Network infrastructure availability as per SLA and Scope of work.
- Analyzing the frequent incidents and conduct detailed analysis of the same.
- Perform asset and configuration management.
- Perform release management.

#### **4. Senior Desktop/ Network Engineer{Quantity – One (1)}:-**

##### **Educational Qualification and Experience**

- a) Must have regular full time degree in B.C.A./B.Sc/B.E./B. Tech in Computer Science/IT/Electronics & Telecom or three year's regular full time degree along with relevant certificate/diploma course in IT/Hardware/Networking.
- b) Must have minimum Five (5) years of post qualification work experience as a desktop/ network engineer.

##### **Scope of Work**

- Backup and restoration of critical data stored on file servers.
- Consultation services in support of any departmental relocation.
- Operating System support on client machines for various Operating Systems: Microsoft/Open Source / Linux / Ubuntu / Macintosh etc.
- Setup and configuration of new computers Setup and configuration of network printers/copiers.
- Identification and resolution of computer problems such as system lockups, hardware failures, and connectivity problems with the network.
- Training end customers on logging onto and off the network.
- Allocating/removing redundant user-id and passwords.
- Day to day coordination with the user for software maintenance.
- Basic Knowledge on IP Network Devices and components (Router and Switches), IP Routing Protocol (OSPF and BGP), LAN Switching (STP, VTP),WAN (Modem, Leased Line, L2 Circuit, and Ethernet Circuits) and Field level troubleshooting, Network Monitoring System, Email, L2 & L3 VPN, Wi Fi and RF Communication and Network Security.
- Basic Knowledge of OS (Windows and Linux).
- To ensure ICT Infrastructure is functional at user site.
- To give suggestions for improvements in the network/ICT infrastructure, if any.
- To attend users call in respect of Networking, Desktop problems, Security Issues, Internet Problems, Anti-virus related issues.
- Other similar and related work.

#### **5. Junior Desktop/ Network Engineer{Quantity – Two (2)}:-**

##### **Educational Qualification and Experience**

- a) Must have regular full time degree in B.C.A./B.Sc/B.E./B. Tech in Computer



Science/IT/Electronics & Telecom or three year's regular full time degree along with relevant certificate/diploma course in IT/Hardware/Networking.

- b) Must have minimum Two (2) years of post qualification work experience as a desktop/network engineer.

### **Scope of Work**

- Backup and restoration of critical data stored on file servers
- Consultation services in support of any departmental relocation
- Operating System support on client machines for various Operating Systems: Microsoft/Open Source / Linux / Ubuntu / Macintosh etc.
- Setup and configuration of new computers Setup and configuration of network printers/copiers
- Identification and resolution of computer problems such as system lockups, hardware failures, and connectivity problems with the network
- Training end customers on logging onto and off the network
- Allocating/removing redundant user-id and passwords
- Day to day coordination with the user for software maintenance
- Other similar and related work

## **6. Printer Engineer {Quantity – One (1)}:-**

### **Educational Qualification and Experience**

- a) Must have regular full time degree in B.C.A./B.Sc/ B.E./ B.Tech in Computer Science/IT/Electronics & Telecom or three year's regular full time degree along with relevant certificate/diploma course in IT/Hardware/Networking.
- b) Must have minimum Three (3) years of post qualification work experience as a printer engineer.

### **Scope of Work**

- Backup and restoration of critical data stored on file servers.
- Consultation services in support of any departmental relocation.
- Operating System support on client machines for various Operating Systems: Microsoft/Open Source / Linux / Ubuntu / Macintosh etc.
- Setup and configuration of new computers Setup and configuration of network printers/copiers.
- Identification and resolution of computer problems such as system lockups, hardware failures, and connectivity problems with the network.
- Training end customers on logging onto and off the network.
- Allocating/removing redundant user-id and passwords.
- Day to day coordination with the user for software maintenance.

## **7. Office Assistant {Quantity – One (1)}:-**

### **Educational Qualification and Experience**

- a) Any Graduate having a minimum three years` regular degree in any discipline.
- b) Must have minimum One (1) year of post qualification work experience as an office assistant.
- c) Should be proficient in MS-Office, able to handle back-office responsibilities, expert in MIS preparation, taking feedback & preparing reports etc.
- d) Should have good communication and analytical skills.

#### **Scope of Work**

- Handling of official communication preferably in English
- Data transcription onto computer amenable formats
- Data entry and verification, data validation, reconciliation of validation errors
- Preparation of documents, letters and tables, power point presentations, document conversion and computer file handling
- Analyzing and taking/writing notes and office letters
- Monitor and adjust the officer's calendar and to assist with scheduling
- Cataloguing, filing, maintenance of files
- Movement of files from one room to other as per instructions of the officers and staff
- Operation of Xerox machine /Scanners/Fax Machines etc.
- Binding work Other similar and related work

### **8. Help Desk Resource{Quantity – One (1)}:-**

#### **Educational Qualification and Experience**

- a) Any Graduate having a minimum three years` regular degree in any discipline.
- b) Must have minimum One (1) year of post qualification work experience as helpdesk resource/ receptionist.
- c) Should be proficient in MS-Office, able to handle back-office operations, expert in MIS preparation, taking feedback & preparing reports etc.
- d) Should have good communication and analytical skills.
- e) Shall handle FMS helpdesk, manage users` call management, gather data & prepare reports and assist ITPO officials in back-office operations.

#### **Scope of Work**

- Helpdesk and related software management.
- Maintain MIS as per the requirement of organization.
- Other similar and related work.

### **9. Helper {Quantity – One (1)}:-**

#### **Educational Qualification and Experience**

- a) Should have successfully cleared the higher secondary examination.

### **Scope of Work**

- Manage incoming and outgoing letters and packages
- Visiting offices distribute / receive office documents
- Organize work areas /Desk
- Handling office IT equipments departmental relocation
- Assist in other jobs related to FMS work and ITPO`s back-office operations.
- Other similar and related work

## **22. RESOURCE MANAGEMENT**

- a) The resource management for different engagements lies within the scope of empanelled vendor.
- b) Whatever be the assignment, the responsibility of effective and efficient delivery of service by the staff deployed shall rest with the empanelled agency. Agency must ensure to deploy appropriate experienced resources as desired from time to time. The initial quality assessment must be done at the vendor side before sponsoring a resource, followed by interviews conducted at the user site. The candidature of any resource will be accepted as per ITPO discretion. Further, ITPO shall have the right to seek replacement of deployed person in case of unsatisfactory performance.
- c) The agency should provide the documentary proof for the qualifications and experience for the manpower being provided by them. The agency should also certify that the bio-data, qualifications and experience of the manpower is as per the terms and conditions of the bid.
- d) The empaneled agency shall ensure that all the Labor Law regulations of the Government are fully complied with, in matters of deployment of manpower to ITPO.
- e) The minimum salary shown in the Tables of Approved Rates in Annexure-12 of this empanelment is Cost to Company calculated monthly and includes the EPF (Employer and Employee Contribution), ESI, retirement benefit component, any other statutory payment as may be applicable, Medical Insurance and accidental insurance etc. which should be paid/ accounted for in full to the deployed resource.
- f) Salary indicated above should be the minimum a resource should be paid (Gross) by the Agency inclusive of annual bonus, gratuity/retirement benefits if any, as may be payable in terms of Indian Labour Law and Medical insurance and accidental insurance, as cost to company.
- g) Medical insurance for an amount of Rs.3 lakh per annum up to a maximum of 4 members of family shall be provided by the agency as an alternate component to ESI within the wage fixed for the resource.

- h) Further an accident insurance coverage of Rs.5 lakh for employee shall also be provided by the Agency within the wage fixed for the resource.
- i) Annual increment equivalent to 4% approximately and added to base wages shown in Annexure-12 will be admissible as on 1<sup>st</sup> of April/ October every year to the resources deployed, on/ after completion of one year of services subject to the resource/ employee passing performance appraisal carried out by the Competent Authority of ITPO during the period of empanelment.

Annual Increment as specified above shall be on April 1 for those who have completed one year service during the period between November 1-April 30 (A resource joining on May 1 shall complete one year of service on April 30 of the following year).

Annual Increment as specified above shall be on October 1 for those who have completed one year service during the period between May 1-October 31 (A resource joining on November 1 shall complete one year of service on October 31 of the following year).

Provided that failure of a particular subject/resource in performance appraisal for grant of annual increment for 2 consecutive years shall render the resource unfit for further deployment in ITPO and the Agency is bound to replace such resource forthwith.

- j) In case the pay fixed for the Lowest category resources, falls short of minimum wages at any point of time during the empanelment/extended period of empanelment on account of revision of wages by Govt. from time to time under Minimum Wages Act, the pay of such lowest category shall be so raised from the date of such revision of minimum wages that it reaches the minimum wages fixed by Govt. and the next increment after completion of at least one year service, shall be the payable.

Provided that in case, such upward revision as per Clause 22(g) results in higher wage for lowest category than the starting wage of next higher category or above, the wage of next higher category or above may also be raised with an equivalent amount in order to ensure that wage of next higher category or above does not fall below lowest category wage so fixed as in Clause 22(g) above and the next increment after completion of at least one year service, shall be the payable.

- k) Age: The manpower deployed for the above said service categories shall at all times be within the age group of 18 years - 60 years.
- l) The number of persons listed above is the minimum number that is required in our view. The actual number deployed by the vendor may be more to take care of leaves, illness, job requirement, support activity, quality, promptness etc without any extra cost to ITPO.
- m) The contracted agency shall ensure that the manpower deployed in ITPO, H.Q. conforms to the technical specifications of age, educational and skill qualification

prescribed in the tender document.

- n) ITPO is a Govt. of India Enterprises and has five days working (i.e. Monday to Friday) in a week from 10.00 A.M. to 6.00 P.M. with a lunch break of ½ hr from 1.30 P.M. to 2.00 P.M. Besides this, the department observes the Gazetted holidays notified by the Government of India from time to time. The manpower is required to work from Monday to Friday as per above mentioned timing. These resources however may be required to attend the office as and when required on Saturday/Sunday/Gazetted holiday (on prior intimation). No overtime/ compensatory benefits shall be provided by ITPO. The Data Center/ LAN Room shall remain operational & be manned round the year for 365 days and the internal duty roster shall be prepared accordingly with the consent of ITPO. ITPO would also use services of these staff for IT/ITES during exhibitions and shall assign duties accordingly. Support staff should facilitate the user in meetings, conferences and workshops.
- o) The contracted Company/Firm/Agency shall furnish the following documents in respects of the manpower that will be deployed by it in this Department before the deployment of manpower.
  - i. List of manpower short-listed.
  - ii. Bio-Data/CV of the short-listed manpower.
  - iii. Attested copy of matriculation containing date of birth.
  - iv. Attested copy of Qualifications as specified in the tender document.
  - v. Character Certificate from Group 'A' or Class-I Officers of the Central/State Government or Notary Public.
  - vi. Certification of verification of antecedents of persons by local Police authority.
  - vii. Identity Cards bearing photograph.
- p) In case, the person employed by the contracted Company/Firm/Agency commits any act omission/commission that amounts to misconduct/indiscipline/ incompetence, the successful Company/Firm/Agency will be liable to take appropriate disciplinary action against such persons, including their removal from the site of work required by the Department.
- q) The contracted Company/Firm/Agency shall replace immediately any of its personnel who are found unacceptable to this Department because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving a notice from this Department.
- r) The person deployed shall be required to maintain daily attendance/ leave report in the format as prescribed by office of ITPO. In case any resource misses to punch attendance in the biometric attendance machine, the same can be regularized with the approval of Officer-in-charge of ITPO. Only one such missing attendance regularization

shall be permitted to a resource in a calendar month.

- s) The selected agency shall immediately provide a substitute in the event of any person not attending office due to leave/resignation/any other reason without any additional liabilities to ITPO. The delay by the agency in providing a substitute beyond one working day shall attract a pre-estimated agreed liquidated damages @Rs.5000/- per day/per resource on the service-providing agency, applicable from the second day of the date on which the resource has last attended office.
- t) It will be the responsibility of the service providing agencies to meet transportation, food, medical and any other requirements in respect of the persons deployed by it (Agency) in this Department. ITPO will have no liability in this regard.
- u) For all intents and purpose the service providing agency shall be the “Employer” within the meaning of different Legislations in respect of manpower so employed and deployed in ITPO. The persons deployed by the agency in ITPO shall not have claims of Master and Servant relationship nor have any principal and agent relationship with or against the competent authority.
- v) The Service providing agency shall be solely responsible for the redressal of grievances/resolution of disputes relating to person deployed. ITPO shall, in no way be responsible for settlement of such issues whatsoever.
- w) ITPO shall not be responsible for any damages, losses. Claims, financial or other injury to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.
- x) The person deployed by the service providing agency shall not have any claim or be entitled to pay, perks and other facilities admissible to casual, ad-hoc, regular/confirmed employees ITPO during the currency or after expiry of the contract.
- y) In case of termination of this contract on its expiry or otherwise, the persons deployed by the service providing agency shall not be entitled to and will have no claim for any absorption nor for any relaxation for absorption in the regular/otherwise capacity in ITPO.
- z) The manpower will be based at ITPO head quarters, Pragati Maidan and would be under the supervisory control of I.T Services Division, ITPO.
- aa) The contracted agency will provide uniform with name & designation tag of technician to his IT FMS personnel deployed at ITPO at his own cost. He will also ensure that the persons wear the uniform and keep it neat, clean and tidy.
- bb) The Contracted agency shall ensure that all its personnel deputed for required services during the tenure of the Contract and any time thereafter maintain confidence of all

information relating to the work and shall not, unless so authorized in writing by ITPO, divulge or grant access to any information about the work. The Contracted agency and/or his deputed persons shall not destroy/alter any report, note and technical data relating to the operation/work. The obligation is continuing one and shall survive after the completion/ termination of this agreement. Any violation in this regard may lead to the termination of the contract/ legal action as the case may be.

cc) At no time there be more than 10% of the provided manpower on leave or absent from the duty.

- In case of long –term absence due to sickness, leave etc. the agency shall ensure replacements and manning of all manpower posts by without any additional liabilities to ITPO;

dd) The resources should be stationed in ITPO, H.Q., Pragati Maidan, New Delhi for the entire project period (as per project requirement). The resources have to follow the working hours, working days and Holidays of ITPO. If a resource performs duty on any working day for a period less than 8 hours but more than 4 hours, half day salary deduction along with agency's corresponding administrative charges on pro-rata basis shall be considered. If a resource performs duty on any working day less than 4 hours, full day salary deduction along with agency's corresponding administrative charges on pro-rata basis shall be considered.

ee) Resource shall get prior approval of ITPO before leaving ITPO, H.Q., Pragati Maidan, New Delhi. Leave entitlement and computation will be effective from date of start of project. The resources can avail maximum 12 leaves per year on pro-rata basis. In case the Resources does not avail leave in any particular year, the same cannot be encashed and shall be lapsed. In case any resource avails more than the permitted leaves given in any calendar month being counted on pro-rata basis on accrual basis, pro-rata salary deduction along with agency's corresponding administrative charges shall be considered in that case.

ff) Leave cannot be claimed as an employee's right. Except in case of emergencies, all leave will be granted subject to organization's requirements. A situation will be considered an emergency on a case-by-case basis and will be decided by the Nodal Officer of ITPO.

gg) Any resource if required to perform duty in a particular calendar month beyond a period of 26 days, on being specifically called by ITPO to perform duty shall be entitled to avail compensatory leave for equivalent no. of days for which extra duty has been performed. Maximum of two compensatory leaves can be availed in a given calendar month.

hh) Manpower placed at ITPO once deputed shall not be changed. The change may happen only if so desired by ITPO or manpower resigns from the company. The violation shall fetch the penalty as per relevant provisions of RFP. Any change desired by ITPO shall

be communicated atleast 7 days in advance and must be executed within 7 working days of intimation from ITPO, failing which penalty @Rs.5000/- per day shall be applicable till such replacement is effected.

- ii) The required man power should be in place within three (3) working days of award of contract/ as desired by ITPO. Non-compliance shall attract penalty @1% of the annual contract value per day. Contract commencement date shall be considered the date on which all the required manpower resources are deployed at site at ITPO office.

## **23. LEGAL, TAXES AND STATUTORY COMPLIANCES**

- a) The tendering agency will be responsible for timely payment to the supplied manpower and statutory authorities and compliance of all statutory provisions relating to minimum wages/specified contract amount, Provident Fund and Employees State Insurance etc. in respect of the persons deployed by it in ITPO.
- b) The tendering agency shall also liable for depositing all taxes, levies, Cess etc. including GST
- c) The tendering agency shall maintain all statutory registers under the applicable law. The agency shall produce the same, on demand, to the concerned authority of ITPO or any other authority under law.
- d) The Tax Deduction at Source (TDS) shall be deducted as per the provisions of the Income Tax Department, as amended from time to time and a certificate to this effect shall be provided to the agency by ITPO.
- e) In case, the tendering agency fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof ITPO is put to any loss/obligation, minority or otherwise, ITPO will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.

## **24. RESOLUTION TIME**

- f) The parameters for Response and Resolution Time shall be applicable for all systems as per scope of work, irrespective of whether they are covered under AMC or FMS services.
- g) Response Time is the total time taken by the Successful bidder between registering the complaint at Help Desk or through web/telephone, to reach the user.
- h) Resolution Time is the total time taken by the Successful bidder between registering the complaint at Help Desk or through web/telephone at respective location and rectifying the fault. This time includes time taken to reach the site, diagnose, repair/replace the faulty components/module /device; installation, configuration & repair of operating system and all other applicable software including antivirus software;



escalation of call and coordination with the OEM/ Principal or other applicable third party for resolution of the call as per requirement; installation, shifting / reinstallation of systems along with applicable software; and any other applicable CM&FMS services etc. to make the systems functional as per requirement.

- i) The resolution time will be measured as a time differential between call log and call closure after resolution, as recorded at Helpdesk.
- j) In case the original equipment is removed and taken out of Service for repairs, the call resolution time will continue till the original faulty equipment is repaired/ brought back to service.
- k) Failure to resolve the calls within the specified Resolution Time will result in Non-performance Deductions specified in this document. However, in respect of service level delivered by the Contractor, ITPO shall have the right to disagree the call closure in case of non-satisfactory call resolution, for which the decision of ITPO will be final.
- l) The successful bidder shall ensure that the faulty servers, PCs and peripherals, software etc. are repaired /brought back into service within the maximum allowed/ specified resolution time, failing which the deductions as per specified parameters will be applicable and the Successful bidder shall be bound by the final decision of ITPO in this regard.
- m) If any of the devices under AMC services of the successful bidder, remain down for more than 7 days, ITPO shall have the option and unconditional right to get the system repaired / replaced from any third party at the risk and cost of the successful bidder. The mode, mechanism and timing of getting the repairs done from the third party shall be at the sole discretion of the ITPO. In such cases, Devices shall be considered available and calls shall be considered closed / resolved after the system has been repaired/ replaced by the third party. Non performance deductions shall be applicable on the successful bidder for the period the device was considered "not available" or "down". For such devices & assets, incurred expenditure by ITPO on repair/ replacement by any third party will also be deducted from the bills of the successful bidder.

## **25. EXCLUSIONS FROM THE DOWNTIME CALCULATIONS**

- a. It is expressly clarified that the responsibility of getting the call resolved will continue to be with the successful bidder. In case, the successful bidder is unable to provide a solution himself, the successful bidder can use OEM/ PRINCIPALS/ Third party support to resolve the call. However, in such cases exclusion from downtime shall be allowed only if the OEM/ PRINCIPAL is obliged to provide the solution as per the Contract/ agreement with ITPO. No exclusion from downtime calculations shall be allowed in case the OEM/ PRINCIPAL is not required to provide the solution as per their contract with ITPO, or if no such contract exists.
- b. In case the successful bidder tries to obtain support from Agencies/ departments of the ITPO's establishment, exclusion from the downtime calculations shall be allowed only if the resolution of the defect is the responsibility of ITPO. It shall be applicable on systems covered under AMC services as well as on systems under only FMS

services of the ITPO.

- c. Downtime that occurs for reasons not attributable to the Successful bidder will be excluded from the downtime calculation provided the Successful bidder lodges a complaint / call with the concerned agency. The time period which shall qualify for exclusion/subtraction from the duration which the equipment is considered `not available` or `down` shall begin from the time the successful bidder escalates/ logs the call with the concerned agency as listed below:-

<b>Issue</b>	<b>Action to be taken by the vendor</b>
Warranty SupportCalls / Problems	Call successfully lodged with respective OEM / Principal of the system as applicable
Electrical Connection/ Power Supply	Problems escalated and acknowledged by user

- d. In case user is not available or any condition occurs by which the engineer cannot access the equipment for reasons not attributable to the contractor, such timing shall be excluded from the downtime calculations.
- e. In case, the Successful bidder has provided a suitable substitute to defective equipments covered under AMC of the vendor, the equipment shall be treated as "available". The period of Standby/ substitute equipment put into the service shall be deducted from the period "not available" and the period shall not be counted for the purpose of calculation of downtime for that equipment.
- f. In case the substitute equipment provided by the successful bidder is not replaced with the original equipment in repaired condition, within stipulated time to the satisfaction of the user, it shall invite applicable non- performance deductions.

#### **DETAILS OF I.T. INFRASTRUCTURE**

<b>S. No.</b>	<b>Item description</b>	<b>Quantity in nos. for providing IT FMS services along with CAMC</b>
<b>1</b>	<b>Personal Computers</b>	
1.1	APPLE ALL IN ONE (A1419)	1
1.2	DELL 330	45
1.3	DELL 360	10
1.4	LENOVO M900	75
1.5	DELL 380	25
1.6	LENOVO M73	30
1.7	DELL 9020	31
1.8	FUJITSU CELL CS M720	10

1.9	DELL 5400	2
1.10	HP DX 296MT	1
1.11	HP PRO 3330	24
1.12	HP XW4400	2
1.13	HP D290MT	1
1.14	HP D330	1
1.15	COMPAQ D381	1
1.16	DELL E-510	1
1.17	DELL 3630 (currently under OEM warranty upto 6.2.2024)	3
1.18	ALL IN ONE (DELL AIO 7710) (currently under OEM warranty upto 12.1.2026)	1
	<b>Total</b>	<b>264</b>
	<b>Laptops</b>	
1.19	Apple Mac book Air A-1466	1
1.20	Dell Inspiron 5000	1
1.21	HP Probook 440 G1	7
1.22	Sony Vaio(SZ-VGN-SZ 453N)	1
1.23	HP PROBOOK 240 G7 (currently under OEM warranty upto 7.10.2023)	14
1.24	HP PROBOOK 440 G9 (currently under OEM warranty upto April, 2026)	1
	<b>Total</b>	<b>24</b>
<b>2</b>	<b>Printers</b>	
2.1	CANON IR ADV 4225	10
2.2	CANON LBP 7100CN	6
2.3	HP L.P 1522 NF	49
2.4	SAMSUNG CLX 6260FR	4
2.5	HP L.J 3055	25
2.6	HP Plotter DJ T1300	1
2.7	CANON MF 226DN	17
2.8	HP L.J P 1606 DN	10
2.9	HP L.J M 202DW	15
2.10	HP CP 6015XH	2
2.11	HP DJ 1055CM	2
2.12	SAMSUNG M 3820ND	40
2.13	SMASUNG PRO XPRESS M3870FW	15
2.14	HP LJ M479DW (currently under OEM warranty upto 26.2.2024)	1

2.15	HP ScanJet Enterprise Flow N9120 fn2 Document Scanner	1
	<b>Total</b>	<b>198</b>
<b>3</b>	<b>UPS</b>	
3.1	TINY TRONICS(2KVA)	1
3.2	NPS(2KVA)	5
3.3	TRITRONICS ONLINE UPS(15KVA)	1
3.4	Tiny Triton Online UPS (10KVA)	1
	<b>Total</b>	<b>8</b>
<b>4</b>	<b>SERVERS &amp; SAN</b>	
4.1	<b>HP BLADE SERVER'S:-</b> HP BL460c Gen8 with HP BLc7000 CTO 3 IN LCD Plat Enclosure	4
4.2	Power Edge 2600	4
4.3	<b>SAN Storage:</b> QNAP Systems (TS- 432XU-RP)	1
4.4	Power Edge T710	1
4.5	HP BL460c Gen8	4
4.6	TS-432XU-RP	1
4.7	Axis Store Point	1
	<b>Total</b>	<b>16</b>
<b>5</b>	<b>Switches</b>	
5.1	D-Link switch DES-6500 L3 Switch (160 Gbps) 24 Port	1
5.2	3 com 4400 switch 10 base-T/100- TX( 24 Port)	6
5.3	Dlink Switch DES-1008D(8 Port)	1
5.4	D Link Switch DES 3026 10/100BASE-TX Ethernet(24 Port)	4
5.5	Cisco Systems Catalyst 2950 Mbps(24 Port)	2
5.6	HBS S3600 Gbps(24 Port)	1
5.7	Netgear Switch(8 Port)	1
5.8	Dell Power Connect 3348 Gbps(48 Port)	1
5.9	Cisco Systems Catalyst 2960 Gbps(24 Port)	1
5.10	Cisco-SF300 Gbps(24 Port)	1
5.11	D-Link 1024 R(24 Port)	2

5.12	D-Link 1024 D(24 Port)	2
5.13	Netgear FS728TP Gbps(24 Port)	1
5.14	D-Link Gigabit DGS 1024 Gbps(24 Port)	1
5.15	Super Stack Switch 1100 Mbps(24 Port)	1
5.16	D- Link DES 3624i Mbps(8 Port)	1
5.17	D-Link Des-1008(8 Port)	25
5.18	D-Link DPR06(8 Port)	3
5.19	D-Link GLS 1008(8 Port)	1
5.2	Netgear(8 Port)	1
	<b>Total</b>	<b>57</b>
6	<b>Miscellaneous Items</b>	
6.1	Samsung Galaxy Tab(SM-T561)	2
6.2	Lenovo yoga Tab(YT3-850M)	2
6.3	D-Link Wi-Fi DIR-615	10
6.4	WIFI ROUTER:- D-LINK DIR 815	1
6.5	Netgear storage	1
	<b>Total</b>	<b>16</b>

Note: -

1. The above list is tentative and the comprehensive AMC shall also include other IT peripherals part of ITPO's IT asset list.
2. For HP Proliant BL460 Gen 8 Blade server and its enclosure, the vendor shall have back to back extended warranty support with the OEM till the contract period. Necessary extended warranty support document to be provided to ITPO. In case the vendor does not obtain extended warranty support, ITPO shall get it done at the cost and risk of the vendor along with imposition of relevant penalty.

## ANNEXURE 12: RATES PER MONTH FOR PROFESSIONAL IT MANPOWER SUPPORT SERVICES

Sr. No.	Position	Team Leader	Senior Software Application Support Engineer	Network Administrator	Senior Desktop/Network Engineer	Printer Engineer	Junior Desktop/Network Engineer	Office Assistant/Data Entry Operator	Help Desk Resource	Helper
1.	Amount Per month (in Rs.)	57,500	49,500	49,500	39,000	36,000	33,500	31,000	31,000	19,500
2.	Agency's administrative charges over manpower supply charges	_____ % of amount at Sr. No. 1(Monthly)								
3.	Individual AMC charges for each IT equipment prescribed as part of the IT Asset inventory List (as per BOQ)	Amount in INR (as per BOQ) (Annually)								
4.	GST	Extra as applicable from time to time								

### Notes:

1. The Agency charges quoted by the tendering agency should be inclusive of all statutory/taxation liabilities at the time of entering into the contract.
2. The Agency whose total annual contract value as per `agency's administrative charges over manpower supply charges` quoted in the commercial bid and charges quoted for `individual AMC charges for each IT equipment prescribed as part of the IT Asset inventory List (as per BOQ)` will be considered as the lowest (L1) and considered for assignment of work.