



**GOVERNMENT OF INDIA  
MINISTRY OF EARTH SCIENCES  
PRITHVI BHAVAN, LODHI ROAD  
NEW DELHI-110003**

**E-Procurement Tender Notice No.  
MoES/2/1/06/Comp/Pt.III**

On behalf of Hon'ble President of India, Ministry of Earth Sciences invites **e-Procurement Tender** (online e-procurement website <https://eprocure.gov.in/eprocure/app>) in two bid pattern (Technical and Financial) from qualified firms for Comprehensive AMC for VC Infrastructure and Tele Presence equipment in 8 locations of Ministry of Earth Sciences. The tender document is available on [www.moes.gov.in](http://www.moes.gov.in) & <https://eprocure.gov.in/eprocure/app>

The tender has to be submitted online on <https://eprocure.gov.in/eprocure/app> within 21 days from the date of publication of this tender notice in newspapers. All the Tenderers participate in e-tendering and all the tenderers should have a Digital Signature. Bids other than in the form of E-Bids shall not be accepted. Rates entered into Financial Rate page and duly signed digitally shall only be considered. Rates and any other financial entity in any other form/letterhead, if attached by vendor, shall be straightway ignored and shall not be considered.

Any corrigendum / addendum regarding this tender will be available on the above said website only.

**Director (IT)  
Ministry of Earth Sciences  
Tel: 24669510**

davp 12101/11/0001/1314

**GOVERNMENT OF INDIA  
MINISTRY OF EARTH SCIENCES  
Prithvi Bhavan, Lodi Road,  
New Delhi**



सत्यमेव जयते

**Tender for**

**Comprehensive Annual Maintenance Contract (AMC) for Tele Presence  
Equipments in 8 locations of Ministry of Earth Sciences**

**Last date & Time of Tender : 07/05/2013 at 02.30 PM**

**GOVERNMENT OF INDIA  
MINISTRY OF EARTH SCIENCES  
Prithvi Bhavan, IMD Campus,  
Lodi Road, New Delhi**

**Website: [www.moes.gov.in](http://www.moes.gov.in)**

**TENDER FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (AMC) FOR  
TELE PRESENCE EQUIPMENTS IN 8 LOCATIONS OF MINISTRY OF EARTH SCIENCES**

Ministry of Earth Sciences (MOES) has its headquarters located at Lodhi Road New Delhi and has installed High Definition Telepresence Video Conferencing solution for following 08 (Eight) offices including central location.

- a) Ministry of Earth Sciences (**MoES**), New Delhi -- Central Location
- b) India Meteorological Department (**IMD**), New Delhi
- c) National Centre for Medium Range Weather Forecasting (**NCMRWF**), Noida
- d) Centre for Marine Living Resources and Ecology (**CMLRE**), Kochi
- e) National Institute of Ocean Technology (**NIOT**), Chennai
- f) Indian National Centre for Ocean Information Services (**INCOIS**), Hyderabad
- g) National Centre for Antarctic & Ocean Research (**NCAOR**), Goa
- h) Indian Institute of Tropical Meteorology (**IITM**), Pune.

All the Telepresence rooms are equipped by Polycom TPX 306 model along with other infrastructure equipments and connected via NIC/NKN network.

1. MoES intends to have an Comprehensive Annual Maintenance Contract (AMC) cover for VC infrastructure and Telepresence installed at 8 locations(including central location at Delhi) with a uptime of **98% computed quarterly**. In view of this MoES invites sealed **Online** tenders in two bid pattern (Technical and Financial) from qualified firms for Comprehensive AMC of following VC Infrastructures and Telepresence suit with 6 seats and & 12 seats for off-the-call use, 3 nos. of High Definition 60 inch or higher Plasma Displays, 3 Nos. of Cameras, 3 Nos. of Codecs, Conference Table, chairs, all other facilities as per specifications including all consumables like battery etc.

**2. The detail of equipments installed are as follows:**

Sl. No.	Location/offices	Equipment Details		Quantity
		Make	Model	
1	MoES, New Delhi	Polycom	TELEPRESENCE SUITE TPX HD 306M	1
		Polycom	NatTraversal Device VBP 5300E	1
		Polycom	CMA 4000	1
		Polycom	RMX 2000	
		Extreme	24 Port 10/100/1000 Network Switch	1
		Emerson	Network Power 6 KVA Online UPS with one hour backup	2
2	NCMRWF, New Delhi	Polycom	TELEPRESENCE SUITE TPX HD 306M	1
		Polycom	NatTraversal Device VBP 5300E	1
		Extreme	24 Port 10/100/1000 Network Switch	1
		Emerson	Network Power 6 KVA Online UPS with one hour backup	1
3	IMD, Delhi	Polycom	TELEPRESENCE SUITE TPX HD 306M	1
		Polycom	NatTraversal Device VBP 5300E	1
		Extreme	24 Port 10/100/1000 Network Switch	1
		Emerson	Network Power 6 KVA Online UPS with one hour backup	1
4	IITM, Pune	Polycom	TELEPRESENCE SUITE TPX HD 306M	1
		Polycom	NatTraversal Device VBP 5300E	1
		Extreme	24 Port 10/100/1000 Network Switch	1
		Emerson	Network Power 6 KVA Online UPS with one hour backup	1
5	NCAOR, Goa	Polycom	TELEPRESENCE SUITE TPX HD 306M	1
		Polycom	NatTraversal Device VBP 5300E	1
		Extreme	24 Port 10/100/1000 Network Switch	1
		Emerson	Network Power 6 KVA Online UPS with one hour backup	1

Sl. No.	Location/offices	Equipment Details		Quantity
6	NIOT, Chennai	Polycom	TELEPRESENCE SUITE TPX HD 306M	1
		Polycom	NatTraversal Device VBP 5300E	1
		Extreme	24 Port 10/100/1000 Network Switch	1
		Emerson	Network Power 6 KVA Online UPS with one hour backup	1
7	INCOIS, Hyderabad	Polycom	TELEPRESENCE SUITE TPX HD 306M	1
		Polycom	NatTraversal Device VBP 5300E	1
		Extreme	24 Port 10/100/1000 Network Switch	1
		Emerson	Network Power 6 KVA Online UPS with one hour backup	1
8	CMLRE, Kochi	Polycom	TELEPRESENCE SUITE TPX HD 306M	1
		Polycom	NatTraversal Device VBP 5300E	1
		Extreme	24 Port 10/100/1000 Network Switch	1
		Emerson	Network Power 6 KVA Online UPS with one hour backup	1

3. **Contract Period :** Initially the Contract period will be for One year from the date of acceptance extendable upto 03 years subject to finding satisfactory services with the mutual consent of Ministry and successful bidder.

4. **Pre-qualification Conditions :-**

- 4.1 Pre-qualification will be based on meeting the following minimum criteria regarding the Applicant's experience, personnel and financial position, as demonstrated by the Applicant's responses in various forms attached along with the Letter of Application (**Annexure – A**).
- 4.2 Must have average annual financial turnover for related works during the last three financial years ending 31<sup>st</sup> March 2012 should be Rs. 24,00,000/- (Rupees Twenty Four lakhs only). Fill enclosed **ANNEXURE – B** and furnish documentary proof for the same.
- 4.3 Must be in VC business for the last 3 years in the country and should furnish documentary proof for the same.
- 4.4 Must be Polycom Certified Partner. Valid OEM certificate for same needs to be submitted alongwith the bid.

- 4.5 Must furnish a statement on its standing and goodwill through certificate from its clients to whom AMC services/new installation of VC System have been provided in the past. Fill enclosed **Annexure – C**.
- 4.6 Must have at least one polycom certified personnel to execute this contract in their roll. Fill enclosed **Annexure – D**.
- 4.7 Must have ISO 9000 certification and should furnish documentary proof for the same.
- 4.8 Must have direct presence at Delhi NCT Region and atleast at 2 more locations amongst the rest of the locations of MoES viz. Chennai, Hyderabad, Goa, Pune, Kochi. Documentary proof of the same needs to be enclosed.
- 4.9 Must have a centralized helpdesk.
- 4.10 The firm must be registered with Registrar of Companies and with Trade & Taxes/Sales Tax and Service Tax Department. The copy of Certificate of Incorporation and copies of VAT/Sales Tax, Service Tax and PAN registration must be enclosed.
- 4.11 List of spares available at present.

## 5. **Sale of Tender**

- 5.1 Tender document containing requirements, terms, conditions and technical specifications etc. can be downloaded from Central Public Procurement Portal (CPP Portal) <http://eprocure.gov.in/eprocure/app>. The tender document can also be downloaded from the Ministry website [www.moes.gov.in](http://www.moes.gov.in).
- 5.2 **Tender Fees** Payment would be in Crossed demand Draft/Banker's cheque (non refundable) form of **Rs. 1000/-**(Rupees one thousand only) in favour of the DDO, Ministry of Earth Sciences payable at NEW DELHI.
- 5.3 The Bidder should prepare the tender fee as per the above specified instructions. The original should be posted/couriered/deposited in person to the tender processing section of the Ministry latest by the last date and time of bid submission. **No delay on postal/courier/etc. will be considered.** The details of the DD/Banker's Cheque, physically sent must tally with the details available in the scanned copy and data entered during bid submission time. **Otherwise the uploaded bid will be reject. Tender/Bid received without tender fee shall be rejected.**
- 5.4 Before buying the tender document, tenderer should see the document for details of the tender conditions and pre-qualification criteria in their own interest at our website

which will be available from the date of publication of tender notice in leading newspapers.

5.5 **Critical Date :**

Tender No. and Date	: MoES/2/1/06/Comp/Pt.III dated 13/04/2013
Pre-Bid Meeting Date & Time	: 23-04-2013 at 10.30 AM
Start Date & Time of Sale of Tender/download	: 15-04-2013 at 03.00 PM
Start Date & Time of Submission of Tender	: 24-04-2013 at 09.00 AM
Last Date & Time of Sale of Tender/download	: 07-05-2013 at 02.00 PM
Last Date & Time of Submission of Tender	: 07-05-2013 at 02.30 PM
Date & Time of Opening of Tender	: 07-05-2013 at 03.00 PM

6. **Bid Validity :** The bid shall remain valid for 90 days from the date of opening of the tender.

7. **Earnest Money Deposit (EMD) :-**

- 7.1 An EMD of Rs. 4,00,000/- (Rupees Four Lakhs Only) in the form of DD/Pay Order/Banker's Cheque drawn in favor of the Drawing & Disbursing Officer (DDO), Ministry of Earth Sciences, and payable at New Delhi, must be submitted along with the technical bid.
- 7.2 Bids not accompanied by EMD shall be rejected as non-responsive.
- 7.3 No interest shall be payable by the Ministry for the sum deposited as earnest money deposit.
- 7.4 No bank guarantee will be accepted in lieu of the earnest money deposit.
- 7.5 The EMD of the unsuccessful bidders would be returned back within one month of signing of the contract/agreement with the successful bidder.
- 7.6 EMD shall be forfeited by the MoES in the following events:
  - 7.6.1 If the bid is withdrawn during the validity period.
  - 7.6.2 If the bid is varied or modified in a manner not acceptable to the Ministry after opening of bid during the validity period.
  - 7.6.3 If the bidder tries to influence the evaluation process.

## 8. **Performance Guarantee :**

- 8.1 Further on award of the contract, a security deposit of an amount equivalent to 5% of the total annual contract value in the form of Bank Guarantee (as per **Annexure – G**) valid for a period more than two months over the expiry of contract period from a Nationalized Bank shall be deposited with Ministry towards Performance Guarantee which shall be refunded within two months of date of expiry/completion of the contract without any interest payable thereon. After depositing the Performance Guarantee, the EMD amount would be released to successful tenderer. In the event of the contractor failing to comply with any provision of the contract the Performance Guarantee shall stand forfeited.

## 9. **SERVICE LEVEL AGREEMENTS (SLA) :**

Service Level Agreements will be made by the MoES with the Service Provider to enable business continuity and maintainability of business functionality of the MoES organisation. The SLA shall broadly cover following:

- 9.1 The Vendor should provide brief description of contact persons, contact points, and communication channels/methods for approach in case of a problem.
- 9.2 **Service hours:** 24X7 basis with critical business period between 09:30 Hours to 18:00 Hours on all working days with 98% uptime calculated quarterly. (each month to be taken as 30 days)
- 9.3 **Centralized Helpdesk:** The Service provider will provide a centralized Helpline through a Toll Free No. with adequate qualified and experienced engineers during AMC period for monitoring of the system and final resolution of all problems faced by MoES & associated sites. The Service provider should specify any requirements of MoES & associated site officials for assisting in managing this Helpdesk efficiently.
- 9.4 **Resident Engineer :** The Vendor shall provide an on-site service engineer at Central location, for operation and maintenance of the Telepresence solution and Central Video Conferencing infrastructure (RMX, CMA and VBPs) implemented for MoES. The resident engineer shall attend to call as per Service Level Commitments mentioned in subsequent paragraphs on all working days and in special cases on Saturday and Sunday also as and when required. The on-site engineer should be well versed with list of equipments installed at all 8 locations. The on-site engineer preferably certified engineer of polycom.
- 9.5 **Escalation process:** Service provider will provide the escalation process for resolution of the problem within shortest time period.



- 9.6 **Problem Identification:** Service provider will exert all efforts to perform all fault isolation and problem determination for Equipments covered under AMC. The Service provider is responsible for the identification of a problem, even if the source of the problem is different than that originally suspected or reported by MoES and associated sites. A technical representative at respective MoES sites will be confirmed, for remote trouble shooting by the Service provider Support team after the call has been logged for resolve.
- 9.7 **Maintain Good Working Condition:** Service provider will render support service to ensure that all the Equipment, Hardware and/ or Software, hereafter called as 'Telepresence Equipments', are under good working order. This support service induces proactive and preventive Maintenance of Equipment, Software upgrades and Patches, Configuration changes and feature compatibility maintenance with respect to the hardware. Even if there is no complaint/call is lodged, the service provider will arrange a periodical visit (quarterly) of their engineer to the rest of 07 remote sites for proactive/preventive maintenance of equipment and inspect the working conditions of the equipment.
- 9.8 **Audit the Working Condition:** Service provider shall perform a quarterly audit of the 'Telepresence Equipments' on its usage, environment and any third party components used as recommended by the OEM.
- 9.9 **Repair and Replacement:** Service provider shall repair faulty 'Telepresence Equipments' as per SLA. Service Provider shall also provide replacement for such faulty systems and modules so as to ensure smooth functioning of the 'Telepresence Equipments'.
- 9.10 **In case of hardware requiring replacement :**
- 9.10.1 **Advance** Replacement will be delivered at respective site and on confirmation of delivery by the respective site, a qualified support engineer will respond as per mutually agreed timelines for completing the installation and configuration of the replacement.
- 9.10.2 All Government levies vis. Custom Duty, Excise Duty, Octroi, etc. will be paid by the vendor and no claim in this regard will be entertained by MoES. However, the required supporting documents towards customs clearance, road permit, etc. will be provided by the MoES. The lifting of faulty equipment from the respective site will be responsibility of the vendor.
- 9.11 The Support engineer is to maintain a log indicating the daily state and uptime of the Telepresence Setup, which will be signed by the authroised representative of MoES at Delhi. Nodal Officer at respective 7 sites at IMD Delhi, NCMRWF NOIDA, NIOT Chennai, CMLRE Kochi, IITM Pune, INCOIS Hyderabad & NCAOR Goa will confirm the serviceability to Support Engineer / MoES Representative at Delhi on daily basis. The format of the log will be provided by MoES.

## 9.12 **SERVICE LEVELS**

9.12.1 Notwithstanding events caused by Force Majeure such as civil disturbance, riots and acts of God, the service levels set forth below must be met and maintained by Service Provider. Failure of Service provider to meet or maintain these service levels will entitle the MOES AND ASSOCIATED SITES to collect liquidated damages or to terminate either all or part of this agreement. Mandatory Service levels are identified based on Telepresence implementation site location.

### 9.12.2 **CALL SERVICE MATRIX**

#### A. For Delhi & NCR & Where Direct Presence is available

S. No	Level	Description	Response Time	Resolution Time
1	Level I	Upgrade/Modify/Change in the configuration, Hardware or software. Performance degradation of system.	4 Business Hrs	48 Hrs
2	Level II	Module/ component failure, system outages	4 Business Hrs	24 Hrs
3	Level III	Problem can have severe impact on business affecting large number of users/customers	4 Business Hrs	24 Hrs

#### B. For Location where Direct Presence is not available

S. No	Level	Description	Response Time	Resolution Time
1	Level I	Upgrade/Modify/Change in the configuration, Hardware or software. Performance degradation of system.	8 Business Hrs	48 Hrs
2	Level II	Module/ component failure, system outages	8 Business Hrs	48 Hrs
3	Level III	Problem can have severe impact on business affecting large number of users/customers	8 Business Hrs	48 Hrs

## 10. **Submission of Bids :**

The complete tender under 2 bid system is to be submitted online containing the following documents:-

## 10.1 **TECHNICAL– BID :-**

10.1.1 Tender Acceptance Letter as per Annexure – H.

10.1.2 Documents as mentioned in **pre-qualification conditions at 4.2 to 4.11** including attested copies of Registration Certificate, PAN/TIN No., Service Tax No., experience certificates of carrying out similar nature of work, latest ITCC certificate, balance sheets/audited statements of account or any other relevant document to prove the annual turnover as per pre-qualification condition.

10.1.3 A crossed demand Draft of Rs.4,00,000/- (Rs.\_Four Lakhs only) in favour of the DDO, Ministry of Earth Sciences, payable at NEW DELHI, from any nationalized Bank, as **Earnest Money Deposit (EMD).**

10.1.4 The Bidder should prepare the EMD as per the above specified instructions. The original should be posted/couriered/deposited in person to the tender processing section of the Ministry latest by the last date and time of bid submission. **No delay on postal/courier/ etc. will be considered.** The details of the DD physically sent must tally with the details available in the scanned copy and data entered during bid submission time. **Otherwise the uploaded bid will be rejected. Tender/Bid received without EMD shall be rejected.**

10.1.5 Declaration as per **Annexure – E.**

10.1.6 The firm will put page number and authorized signature on each page(both side) compulsorily of all the Annexures / Supporting Documents Uploaded and in absence of it, the bids will be rejected.

## 10.2 **PRICE - BID :-**

10.2.1 The **Duly Filled PRICE-BID** as per proforma given in the tender document at **ANNEXURE-F** shall be submitted electronically / online separately under 2 cover system. **Conditional price bid shall be summarily rejected.**

10.2.2 The online submission of bids must be completed before the last date and time. The two separate Demand Draft/Banker's Cheque towards Tender Fees and Earnest Money Deposit (EMD) must reach the tender inviting authority by post/courier or to be dropped in the sealed tender box kept in the General Section, Ground Floor, Room No.1, Ministry of Earth Sciences, Prithvi Bhavan, Lodi Road, New Delhi – 110 003 latest by the last date and time of bid submission. **Any request for extension of submission date will not be considered.**

**11. Opening of Bids :-**

- 11.1 The TECHNICAL-BID will be opened **online** on **07-05-2013 at 03.00 PM** in which the tenderers or their representative can participate. The PRICE-BID will be opened only of those tenderers whose TECHNICAL-BID is found to be in order. Such technically qualified tenderers shall be intimated about date and time for opening of price bid.
- 11.2 **Pre-Bid meeting:** A prebid meeting is scheduled on **23-04-2013 at 10.30 AM** Prithvi Bhavan, Lodi Road, New Delhi followed by an awareness session on e-Procurement solution of NIC.

**12. Right to accept any tender and to reject any or all tenders :-**

- 12.1 The Ministry reserves the right to accept or reject any quotation, and or to annul the bidding process and or reject all quotations at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for Ministry's action.

**13. Subletting - The subletting of the contract is not permitted.**

**14. Signing and Commencement of Contract :**

- 14.1 On receipt of order, successful firm/agency/contractor will have a back to back support/maintenance agreement with the OEM i.e. POLYCOM for all the tele presence equipments including central site equipments installed at all the 08 locations. And furnish documentary proof for the same.
- 14.2 Successful firm/agency/contractor will be intimated and the contract agreement will be entered into initially for a period of **one year.** The preparation of the contract agreement with proper seal and signature etc. would be done by the successful firm in consultation with the Ministry.
- 14.3 The Contract will come into force for a period of **one year** initially, after signing an agreement between the two parties. But it can be terminated by giving one month notice without assigning any reason by the Ministry.

**15 Payment Terms :**

- 15.1 The payment shall be made for all locations on quarterly basis at the end of each quarter against the Pre Receipt Bills duly supported with necessary check lists, log sheet, uptime status of the equipment of all the 8 locations, etc. by the vendor. Before releasing the payment the Vendor will obtain necessary performance certificate from the Nodal Officers of all the 8 locations.

- 15.2 The MoES will deduct applicable TDS from the quarterly bills.
- 15.3 Levy/Taxes payable by contractor - Sales Tax/ VAT or any other tax on materials in respect of this contract shall be payable by the contractor and it shall be deemed to have been included in the quote.
- 15.4 All tender rates shall be inclusive of all taxes and levies payable except Service Tax under respective statutes. However, pursuant to the Constitution (46th Amendment Act, 1982), if any further tax or levy is imposed by Statute, after the last stipulated date for the receipt of tender, including extensions if any and the contractor thereupon necessarily and properly pays such taxes/levies, the contractor shall be reimbursed the amount so paid.
- 16 **Penalty** : The financial penalty will be imposed in case of any shortfall in the system uptime during the billing cycle period. Such penalty amounts will be deducted from the payment due. The penalty would be levied as per logs maintained by the Support engineer on the Telepresence Equipment and approved by MoES & associated sites. The penalty amount will be calculated as under :
- Per day AMC Cost shall be computed on the basis of the contract value quoted by the vendor. Three times the amount of the AMC cost for which the equipment was down beyond the allowance of downtime provided shall be deducted from the quarterly payment.
- 17 **Liquidity Damage** : Ministry reserves the right for termination of the contract at any time by giving one month written notice, if the services are found unsatisfactory and also has the right to award the contract to any other agency at the cost, risk and responsibilities of bidder and excess expenditure incurred on account of this will be recovered by Ministry from Security Deposit or pending bill or by raising a separate claim.
- 18 **Force majeure** :
- 18.1 Notwithstanding the provisions stated above, the service provider shall not be liable for forfeiture of its performance security, penalty or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of force majeure.
- 18.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the contractor and not involving the contractor/service provider's fault or negligence and not foreseeable. Such events may include, but not be limited to, acts of God, Wars, revolutions fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 18.3 If a “Force Majeure” situation arises, the contractor/ service provider shall promptly notify the Ministry in writing of such conditions and the cause thereof. Unless otherwise directed by the employer in writing, the service provider shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 18.4 Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

**19 Termination of Contract :**

- 19.1 The contract may be terminated on any one of the following reasons by giving one month notice by the Ministry :-

- 19.1.1 The contractor not performing his duties satisfactorily;
- 19.1.2 For committing breach of contract of any of other terms & conditions of the agreement on assigning the contract or any part thereof or benefit or interest therein or hereunder by the contractor to any third party for subletting whole or part of the contract to any third party.
- 19.1.3 Foreclosure of contract due to abandonment or reduction in scope of work - If at any time after acceptance of the tender, the Ministry shall decide to abandon or reduce the scope of the works of any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Ministry shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

- 20 **Arbitration :** All disputes or differences arising out or in connection with the contract shall be settled by bilateral discussions. In any dispute cannot be settled by mutual discussions within thirty days an independent arbitration shall be appointed on consent of both parties. The arbitration proceedings shall be held under the provisions of the Arbitration and Constitution Act 1996 or any of its subsequent amendments. The arbitration proceedings shall be in English and the venue of arbitration shall be Delhi.

**21 Applicable Law :-**

- 21.1 All matters connected with this shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts at Delhi.

- 21.2 No alternative offer shall be considered.
- 21.3 Ministry reserves the right to accept/reject any bid and to cancel the bidding process at any time and reject all bids, at any time prior to placement of order, without assigning any reason.
- 22 **General Terms and Conditions :-**
- 22.1 The contract shall be initially awarded the work for a period of **one year** unless prematurely closed and extendable for a further period of two years based on the satisfactory performance of the contractor & on mutual agreed terms and conditions and at the discretion of the competent authority.
- 22.2 The work shall be done as per standard specification of OEM i.e. Polycom, other National /International Standards, IE rules and statutory requirement of Govt. of India as may be applicable at the work site from time-to-time.
- 22.3 All parts of the specification shall be read in conjunction with each other. In case where requirements given in different parts differ, the most stringent shall govern.
- 22.4 Any work/equipment or technical requirement not mentioned in the Service Level Agreement (SLA) but required to make the system operative shall be deemed to be included in the offer.
- 22.5 The contractor shall provide all necessary manpower, tools and tackles, consumables, transport, instruments etc. required to carry out work as per this document/direction of nodal officer (MoES).
- 22.6 Where proper execution of work depends upon the performance of other agencies or where the bidder considers that his work is being unreasonably interrupted by the activities of other agencies he shall so notify to MoES immediately. If the bidder fails to do so, it shall be deemed that he is satisfied with the prevailing conditions/situations.
- 22.7 All work shall be carried out to the entire satisfaction of the supervising personal of MoES. Any work found to be carried out without the approval of the Nodal officer (MoES) or work which is considered to be unsatisfactory and of poor quality, shall be rectified by the contractor without any additional cost to MoES.
- 22.8 The requirements about shutdown to carryout the work shall be optimally planned and shall be informed in writing to the Nodal officer of MoES, well in advance and approval obtained. The responsibility of co-ordination with other agencies sharing the work shall also be sole responsibility of the contractor.

- 22.9 Work permits shall be issued while giving shut downs to other agencies/deputing the persons for carrying out job taking full care of safety and security of equipment and personnel. Records of issue of work permits and their release shall be maintained.
- 22.10 The contractor shall complete and fulfill all formalities with the statutory authorities having jurisdiction in the area.
- 22.11 The contractor shall attend review meetings and all other meetings called by the MoES.
- 22.12 The contractor shall provide monthly call/status report in duplicate. The report shall clearly define all major activities completed during the previous month and identify programs that are proposed to be undertaken in coming month etc. The report format shall be finalized after discussion with the nodal officer (MoES).
- 22.13 The contractor shall be given with network diagram of the network connectivity of the Tele Presence equipments in all 08 locations and to the extent possible shall maintain the installation accordingly. Modification made, if any, shall be made after due approval of concerned Nodal Officer and the same will be recorded.
- 22.14 All faults, discrepancies failure shall be promptly attended to and preventive and periodic maintenance shall be done regularly so that break-downs are minimized. Preventive Maintenance schedule to be workout out after discussion with the nodal officer (MoES).
- 22.15 In case of non-deployment of manpower and/or service is not provided to the satisfaction of MoES, MoES reserves the rights to rectify the problem through other agency at the risk and cost of the contractor and suitable amount shall be deducted from the payment of the contractor.
- 22.16 Rates of Items quoted shall be inclusive of all taxes, duties, levies, payments etc. Also the rates quoted by the bidder shall be inclusive of all payments to be made by the contractor to all manpower and all costs toward workmen compensation, PF, insurance etc.
- 22.17 There should be no delay in making the system functional for want of spares. The responsibility of spares planning rests with the contractor.
- 22.18 No Sales Tax exemption forms shall be issued by Ministry to the successful contractor.
- 22.19 The rates shall remain firm for a period of one year from the date of order and also in case the next extension for the work is given to contractor on mutual consent of both parties and at the discretion of the competent authority.



- 22.20 Assessment of performance will be ascertained on mutually agreed terms and conditions separately on the outcome of services. Based on this mutually agreed verifiable indicators performance assessment, liquidated damages or termination of contract as per the stipulations in contract will be applicable.
- 22.21 The contractor is liable to perform all the work mentioned at “Service Level Agreement” in the tender document.

**LETTER OF APPLICATION**

**[NOTE: This Letter of Application is to be given on the letter head paper of the Applicant including full postal address, telephone no., fax no., and E-mail address]**

To,  
The Director (IT)  
Ministry of Earth Sciences,  
Prithvi Bhavan, IMD Campus,  
Lodi Road, New Delhi – 110 003

Sir,

1. Being duly authorized to represent and act on behalf of ..... (hereinafter referred to as "the Applicant"). and having reviewed and fully understood all the Pre-qualification information provided, the undersigned hereby apply for the following :

**“Comprehensive Annual Maintenance Contract (AMC) for tele presence equipments in 8 locations of Ministry of Earth Sciences”**

2. Attached to this letter are copies or original documents defining:
  - (a) the Applicant's legal status:
  - (b) the principle place of business; and
  - (c) the place of incorporation (for applicants who are corporations) or the place of registration and the nationality of the owners (for applicants who are partnerships or individually-owned firms).
3. Your office and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents and information submitted in connection with this application, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This Letter of Application will also serve as authorization to any individual or authorized representative or any institution referred to in the supporting information, to provide such information deemed necessary and requested by yourselves to verify statements, and information provided in this application, or with regard to the resources, experience, and competence of the Applicant.

4. Your office and its authorized representatives, may contact the following persons for further information.

General, Personnel, Technical and Financial Enquiries		
Contact 1	Telephone 1	Email 1
Contact 2	Telephone 2	Email 2

5. This application is made in the full understanding that:

- (a) Bids by pre-qualified applicants will be subject to verification of all information submitted for Pre-qualification at the time of bidding:
- (b) Your office reserves the right to:
  - Amend the scope and value of the contract/bid. In such event, bids will only be called from pre-qualified bidders who meet the revised requirements and reject or accept any application, cancel the Pre-qualification process, and reject all application without assigning any reason thereof; and
- (c) Your office shall not be liable for any such action and shall be under no obligation to inform the Applicant.

6. Appended to this application, we give details of the participation of each party including capital contribution and profit/loss agreements, to the joint venture or association. We also specify the financial commitment in terms of the percentage of the value of the contract, and the responsibilities for execution of the contract.

7. The undersigned declare that statements made and the information provided in the duly completed application are complete, true, and correct in every detail.

<b>Signed</b>
<b>Name</b>
<b>For and on behalf of</b>

**GENERAL INFORMATION:**

All individual firms applying for tender are requested to complete the information in this form. Information to be provided for all owners or applicants who are partnerships or individually-owned firms.

1.	Name of firm:	
2.	Head office address:	
3.	Registered office address:	
4.	Telephone:	Contact:
5.	Fax :	E-mail:
6.	Place of incorporation/ Registration No.	Year of incorporation / registration

**STRUCTURE AND ORGANIZATION**

1. The applicant is
  - (a) an individual

- (b) a proprietary firm
- (c) a firm in partnership
- (d) a Limited Company or Corporation.

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2. Attach the Organization Chart showing the structure of the organization, including the names of the Heads and position of officers.

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3. Have you ever left the work awarded to you incomplete: (If so, give name of project and reasons for not completing the work.)

---

Seal & Signature of Tenderer  
(Name & Designation of the authorized signatory)

**ANNUAL TURN OVER**

YEAR	ANNUAL TURNOVER AS PER AUDITED BALANCE SHEET (in Rupees)
2009-2010	
2010-2011	
2011-2012	
Average Annual Turnover	

**Note:** The above data is to be supported by Audited Balance Sheets.

\* If not audited till the date of submission of tender, a certificate from the Chartered Accountant may be submitted, along with un-audited accounts.

Seal & Signature of Tenderer  
(Name & Designation of the authorized signatory)

**ANNEXURE - C****DETAILS OF COMPLETED WORKS OF SIMILAR NATURE****(During last five years ending March 31<sup>st</sup> 2012)**

S.No.	Name of the contract	Name of the client	Brief Description of the contract	Date of Start	Date of completion as per contract	Date of actual completion	Value (Rs.)
1.							
2.							
3.							
4.							

**Note:** Please attach supporting documents for the above furnished information.

Seal & Signature of Tenderer  
(Name & Designation of the authorized signatory)

**ANNEXURE - D****PERSONNEL CAPABILITIES**

S.No.	Name & Address of the Employee	Technical Qualifications	Post Held	Date of Employment

Seal & Signature of Tenderer  
(Name & Designation of the authorized signatory)



**DECLARATION**

Declaration letter on official letterhead stating the following:

1. We are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this tender.
2. We are not black-listed by any Central/State Government/Public Sector Undertaking/corporates in India.

Yours faithfully,

(Signature of the Authorized person)

Date:

Name:

Place:

Designation:

**ANNEXURE-F****PRICE-BID**

Tender Inviting Authority: MINISTRY OF EARTH SCIENCES							
<b><u>Name of Work: COMPREHENSIVE AMC FOR TELE PRESENCE EQUIPMENTS IN 8 LOCATIONS OF MINISTRY OF EARTH SCIENCES</u></b>							
<b><u>Contract No.</u></b>							
<b>Bidder Name:</b>							
<b>PRICE SCHEDULE</b> <b>(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)</b>							
Sl. No.	Item Description	Quantity	Units	Basic Price in (Rs.)	Service Taxes (in %)	Amount In Rs.	Total Unit Cost (inclusive of all) in Rs.
1	2	3	4	5	6	7	8
1	VC INFRASTURE-CENTRAL SITE EQUIPMENT (CMA 4000)	1	Nos				
2	VC INFRASTURE-CENTRAL SITE EQUIPMENT (RMX 2000)	1	Nos				
3	TELEPRESENCE SUIT (TELEPRESENCE SUIT TPX- 306M)	8	Nos				
4	TELEPRESENCE SUIT ( NAT TRAVERSAL DEVICE VBP 5300E)	8	Nos				

5	TELEPRESENCE SUIT ( 24 PORT 10/100/1000 NETWORK SWITCH(EXTERNAL))	8	Nos				
6	POWER BACKUP( EMERSON NETWORK POWER 6 KVA ONLINE UPS WITH ONE HOUR BACK UP)	9	Nos				
***Total in Figures							
***Total in Words		Rupees only					

**Note :-**

1. The quoted prices/rates are valid for 90 days from the due date of opening of the tender.
2. No cutting or over-writing will be allowed. Any financial bid with over-writing or cutting will be disqualified.
3. The quoted price/rates includes the cost for deployment of one Resident Engineer in Central Location, Delhi.
4. The contract period will be initially one year period unless prematurely closed. The contract can be extended for a further period of 2 years based on satisfactory performance of the contractor and on mutual agreed terms and conditions.
5. The Ministry has the authority to periodically appoint Technical Auditor or some other agency to evaluate the maintenance work done by the contractor and recommendations made thereof for compliance in letter and spirit. This is primarily to ensure that the reliability of the system is not compromised with due to lack of Maintenance.

Seal & Signature of Tenderer  
(Name & Designation of the authorized signatory)

**PROFORMA FOR PERFORMANCE BANK GUARANTEE**

(On stamp paper of appropriate value from any Nationalized Bank)

To,

Ministry of Earth Sciences,  
Prithvi Bhavan, IMD Campus,  
Lodi Road,  
New Delhi – 110 003

Dear Sir,

In consideration of Ministry of Earth Sciences (hereinafter called as the Employer which expression shall include his successor and assigns having awarded to .....  
..... (here in after referred to as the said Contractor or Contractor' when expression shall wherever the subject of context so permits include its successors and assigns) a contract No. .... In terms inter alias, of the MoES's Letter No. .... dated. .... and the General Conditions of Contract and upon the condition of the contractor's furnishing security for the performance of the contractor's obligations and discharge of the contractor's liability under in connection with the said contract up to a sum of Rs..... (Rupees..... Only) amounting to 5 % (Five) percent of the total contract value.

1. We. .... (here in after called "The Bank which expression shall include its successors and assigns) hereby jointly and severally undertake to guarantee the payment to The Employer in rupees forthwith on demand in writing and without protest of demur or any and all moneys anywise payable by the contractor to The Employer in respect of or in connection with the said contract inclusive of all The Employer's losses and damages and costs, (inclusive between attorney and client) charges and expenses and other moneys anywise payable in respect of the above to this guarantee up to an aggregate limit of Rs. .... (Rupees.....only).

2. We ..... Bank further agree that The Employer shall be sole judge of and as to whether the said contractor has committed any breach or breaches of any of the terms and conditions of the said contract and the extent of loss, damage, cost, charges and expenses caused to or suffered by or that may be caused to or suffered by the Employer on account thereof and the decisions of the Employer that the said Contractor has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by the Employer from time to time shall be final and binding on us.
3. The Employer shall be at liberty without reference to the bank and without affecting the full liability of the bank hereunder to take any other security in respect of the Contractor's obligations and liabilities hereunder or to vary the contract or the work to be done there under vis-à-vis the Contractor or to grant time or indulgence to the Contractor or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forbear from enforcement of all or any of the security and/ or any other security (ies) now or hereafter held by the Employer and no such dealing (s) reduction (s) increase (s) or other indulgence (s) or arrangements with the Contractor or release or forbearance whatsoever shall absolve the Bank of the failed liability to the Employer hereunder or prejudice the rights of the Employer against the bank.
4. This guarantee shall not be determined or affected by the liquidation or winding up, dissolution, or change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all monies payable to the Employer in terms thereof.
5. The bank hereby waives all rights at any time inconsistent with the terms of this guarantee and the obligations of the bank in terms hereof shall not be anywise affected or suspended by reason of any dispute or dispute having been raised by the Contractor stopping or preventing or purporting to stop or prevent any payment by the bank to the Employer in terms hereof.
6. The amount stated in any notice of demand addressed by the Employer to the bank as liable to be paid to the Employer by the Contractor or as suffered or incurred by the Employer on account of any losses or damages of cost, costs, charges and / or expenses shall be conclusive evidence of the amount so liable to be paid to The Employer of suffered or incurred by The Employer as the case may be and shall be payable by the bank to the Employer in terms hereof.
7. This guarantee shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the Employer and liabilities of the contractor arising up to and until midnight of.....

8. This guarantee shall be in addition to any other guarantee or security whatsoever that The Employer may now or at any time anywise may have in relation to the contractor's obligations/ or liabilities under and/ or in connection with the said contract, and The Employer shall have full authority to have recourse to or enforce this security in preference to any other guarantee or security which The Employer may have or obtain and no forbearance on the part of The Employer in enforcing or requiring enforcement of any other security shall have the effect of releasing the Bank from its full liability hereunder.
9. It shall not be necessary for the Employer to proceed against the said Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the bank notwithstanding that any security which the Employer may have obtained or obtain from the contractor shall at the time when proceedings are taken against the said bank hereunder be outstanding or unrealized.
10. We the said Bank undertake not to revoke this guarantee during its currency except with the consent of the Employer in writing and agree that any change in the constitution of the said contractor or the said Bank shall not discharge our liability hereunder.
11. We. ....the said Bank further state that we shall pay forthwith the amount stated in the notice of demand notwithstanding any dispute/ difference pending between the parties before the arbitrator and/ or that any dispute is being referred to arbitration.
12. Notwithstanding anything contained herein above, our liability under this guarantee shall be restricted to Rs. .... (Rupees.....) and this guarantee shall remain in force till .....and unless a claim is made on us within 3 months from that date, that is before ..... all the claims under this guarantee shall be forfeited and we shall be relieved of and discharged from our liabilities thereunder.

Dated .....day of .....2011.

For and on behalf of Bank.

Issued Under Seal

**TENDER ACCEPTANCE LETTER**  
(To be given on Company Letter Head)

Date:

To,

The Director (IT),  
Ministry of Earth Sciences,  
Prithvi Bhavan, Lodi Road,  
**NEW DELHI – 110 003.**

Sub : **Acceptance of Terms & Condition of Tender**

Tender Reference No. : **MOES/2/1/06/COMP-Pt.III**

**Name of Tender/Work :- Tender for Comprehensive Annual Maintenance Contract (AMC) for Tele presence Equipments in 8 locations of Ministry of Earth Sciences**

Dear Sir/Madam,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely :

\_\_\_\_\_ as per your advertisement, given in the above mentioned website(s).

2. I/ We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No.\_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I/ we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.

4. I/ We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. In case any provisions of this tender are found violated, then your department/ organisation shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)