CENTRAL BUREAU OF INVESTIGATION
DELHI SPECIAL POLICE ESTABLISHMENT
(ADMINISTRATION DIVISION)
5-B, CGO COMPLEX, LODHI ROAD
NEW DELHI-110003


Notice Inviting Tender (NIT) for Comprehensive Annual Maintenance Contract (CAMC) of Network Equipment, including consumable parts, installed in CBI branches across India

Superintendent of Police (HQ), Central Bureau of Investigation, for and on behalf of the President of India, invites online tender in two-bid system, i.e., Technical Bid and Financial Bid for Comprehensive Annual Maintenance Contract (CAMC) of Network Equipment installed in CBI branches located across the country. The schedule of tender is given as under -

<table>
<thead>
<tr>
<th>Earnest Money Deposit (EMD)</th>
<th>(Rs.1,06,000/- only)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Document Download Start Date &amp; Time</td>
<td>24.10.2018 at 1100 Hrs.</td>
</tr>
<tr>
<td>Bid Submission Start Date &amp; Time</td>
<td>05.11.2018 at 1500 Hrs.</td>
</tr>
<tr>
<td>Pre-bid Conference Date &amp; Time</td>
<td>29.10.2018 at 1100 Hrs.</td>
</tr>
<tr>
<td>Venue of Pre-Bid Conference</td>
<td>Conference Hall, 7th floor, CBI Head Office, New Delhi</td>
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<tr>
<td>Last Date &amp; Time of Submission of Tender</td>
<td>15.11.2018 by 1230 Hrs.</td>
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<tr>
<td>The Date &amp; Time of Opening of Tender</td>
<td>16.11.2018 by 1500 Hrs.</td>
</tr>
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</tr>
</tbody>
</table>

2. All relevant details, instructions to Tenderer, General Conditions of Contract, Special Conditions of Contract, Scope of Work and other details are available on the following websites, which can be seen and downloaded:
   (i) https://eprocure.gov.in/eprocure/app
   (ii) http://cbi.gov.in

3. Interested parties may submit online bids on or before the prescribed last date of submission of Tender on the website https://eprocure.gov.in/eprocure/app.

(Signed)
Superintendent of Police (HQ)
CBI Headquarters, New Delhi
Email ID: sphq@cbi.gov.in
Telefax No.011-24361882

For and on behalf of President of India
Tender Document

For

Comprehensive Annual Maintenance Contract (CAMC) (including Consumable parts) of Network Equipment installed across CBI branches

Central Bureau of Investigation
Delhi Special Police Establishment
5-B, CGO Complex, Lodhi Road
New Delhi-110 003
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SECTION - I
GENERAL

1.1 INTRODUCTION

Online bids are invited for and on behalf of President of India acting through Superintendent of Police (HQ), CBI, 5-B, CGO Complex, Lodhi Road, New Delhi-110003 from reputed Original Equipment Manufacturer (OEM) or Authorized Distributor/Dealer/Service Providers of OEM for Comprehensive Annual Maintenance Contract (CAMC), **including consumable parts** of Network Equipment installed in CBI branches located across the country.

1.2 AVAILABILITY OF TENDER

The tender document can be seen and downloaded free of cost from the following web-sites:-

(i)  https://eprocure.gov.in/eprocure/app

(ii) http://cbi.gov.in

1.3 BIDDING PROCESS

Bidding process will be online through Central Public Procurement Portal for e-procurement at https://eprocure.gov.in/eprocure/app. The schedule of tender is given as under -

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SECTION - II
INSTRUCTIONS TO TENDERER

2.1 INSTRUCTIONS TO THE BIDDER TO SUBMIT THE BID ONLINE THROUGH CENTRAL PUBLIC PROCUREMENT PORTAL

2.1.1 INSTRUCTIONS FOR ONLINE BID SUBMISSION

i. As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (https://eprocure.gov.in/eprocure/app). 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.

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

2.1.2 REGISTRATION

i. 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 Enrollment” on the CPP Portal, which is free of charge.

ii. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

iii. 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.

iv. 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 / TCS / nCode / eMudhra etc.), with their profile.

v. 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.

vi. 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.

2.1.3 SEARCHING FOR TENDER DOCUMENTS

i. 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.

ii. 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.

iii. 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.

2.1.4 PREPARATION OF BIDS

i. Bidder should take into account any corrigendum published on the tender document before submitting their bids.

ii. 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.

iii. 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 formats. Bid documents may be scanned with 100 dpi with black and white option.

iv. 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” 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.

2.1.5 SUBMISSION OF BIDS

i. Bids shall be submitted through CPP Portal only. If submitted in any other manner, the same shall be summarily rejected.

ii. The bids submitted by telex/fax/e-mail/manually etc. shall not be considered. No correspondence will be entertained on this matter.

iii. Bidder should log into the site well in advance for bid submission so that he/she 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.

iv. Technical Bid containing scanned and digitally signed copies of requisite documents shall be uploaded online.
v. Financial Bid containing details of prices Annexure-F shall also be uploaded online.

vi. All the documents while submitting bid should be in PDF format.

vii. The bidder has to digitally sign and upload the required bid documents one by one as mentioned in the Tender Document.

viii. Bidder has to select the payment option as “offline” to pay EMD as applicable and enter details of the instrument.

ix. Bidder should prepare the EMD as per the instructions specified in the tender document. The details of the DD/any other accepted instrument, physically sent, 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.

x. Financial Bid format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable.

xi. 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.

xii. 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.

xiii. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

xiv. Upon the successful and timely submission of bids, 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.

xv. 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.

2.1.6 ASSISTANCE TO BIDDERS

i. 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.
ii. 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. The 24 x 7 Help Desk Number are 0120-4200462, 0120-4001002, 0120-4001005 and E-Mail is support-eproc@nic.in.

2.2 EARNEST MONEY DEPOSIT (EMD)

i. The Earnest Money Deposit (EMD) has to be deposited in the shape of A/c Payee Demand Draft/Bankers Cheque/Fixed Deposit Receipt/Bank Guarantee drawn in favour of Supdt. of Police (HQ), CBI on Scheduled Bank payable at New Delhi. However, the bidder has to upload the scanned copy of the EMD on https://eprocure.gov.in/eprocure/app along with the Bid/Tender Documents submission. Otherwise bids will be rejected.

ii. EMD of successful bidders will be returned only after receipt of Performance Bank Guarantee.

2.3 PRE-BID MEETING

i. CBI shall hold a Pre-bid meeting at given time and venue for any clarification regarding CAMC, terms and conditions etc. Queries from the bidders, if any, received two days prior to the pre-bid meeting shall only be addressed. All interested bidders/bidder can participate in the pre-bid meeting and after pre-bid meeting, CBI shall upload on website, the minutes of pre-bid meeting/conference. However, it is clarified that after pre-bid meeting, no clarification to any query shall be entertained.

ii. The Bidders who have submitted their bid, may, if they like, revise their bid after pre-bid meeting.

2.4 TECHNICAL AND COMMERCIAL ELIGIBILITY CONDITIONS

The technical &commercial eligibility conditions are as detailed below and the bidder has to fill in the format prescribed at Annexure - B. The scanned copies of all the relevant documents as per the conditions mentioned below needs to be uploaded as part of the bid submission.

i. Bidder should have paid the prescribed Earnest Money Deposit.

ii. The bidder should submit the legal status of the company/firm. For reference of bidder’s, the detailed explanation has been stated in the Annexure-B.

iii. Average Annual Financial Turnover for related works (i.e., Maintenance / Services) during the last three financial years, ending March-31st should be at least Rs. 80 Lakhs per annum or above.

iv. Bidder should upload scanned copies duly digitally signed by the bidder towards average financial turn over for the last three financial years duly certified by the Chartered Accountant.
v. Bidder should have experience of having successfully maintaining similar type of works during the last 03 (three) years ending last day of month previous to the one in which tenders are invited i.e. March 31, 2018 should be either of the following:

a. Three similar completed works costing not less than the amount equal to **Rs. 22 lakh.**

Or

b. Two similar completed works costing not less than the amount equal to **Rs.32 lakh.**

Or

c. One similar completed work costing not less than the amount equal to **Rs.43 lakh.**

Definition of “Similar Works” i.e., the firm must be maintaining currently complete WAN setup having more than 100 Active Network Equipment across India for at least 3 govt. Ministries / PSU / Autonomous Bodies / large reputed Pvt. Limited company and furnish its performance certificate issued by the competent authority. Bidder should upload scanned copies duly digitally signed by the bidder towards above said work experience in the format as prescribed in Annexure-D.

vi. Bidder has to submit digitally signed scanned copies of statutory details, viz., registration of firm, PAN number, EPF registration number, ESI registration number, GST Registration number and details of his Banker.

vii. Bidder has to submit Income Tax completion certificates for last three financial years.

viii. Bidder has to submit proof of depositing statutory taxes.

ix. The bidder should not have incurred any loss in more than 2 years during the last consecutive 5 financial years and a scanned copy of certificate to this effect has to be submitted duly certified by Chartered Accountant.

x. Whether the bidder is an OEM or authorized service distributor/dealer of OEM. Authorized Distributor/Dealer shall submit Manufacturer Authorization Form (Annexure-C) along with the bid in the standard format of the OEM. Documentary proof duly digitally signed by him to be enclosed.

xi. The bidder must be registered in PF and ESIC (attach PF & ESI registration certificate) and to provide the said facility to their employee during the last 03 financial years. Documentary proof for the same should be furnished.

xii. The bidder must provide an undertaking that their firm is not currently be debarred or blacklisted by any Govt. Department / agencies.
2.5 OPENING OF BIDS

i. The online Technical Bids shall be opened at given time & venue in the presence of Bidders/Authorized Representative of the Bidders who wish to witness the opening with their bid acknowledgement receipt or they can view opening ceremony at their remote end.

ii. The Bids of only those bidders shall be opened who have submitted the fee as EMD in physical form. Bids received without EMD shall be straightway rejected by CBI and no correspondence in this regard shall be entertained.

iii. The EMD of the Bidder who backs out from the Tender Process after the opening of his Technical Bid, shall be liable for forfeiture of 50% of amount of EMD deposited by him. In case, the successful bidder, after issue of Award of Contract, refuses to proceed for signing of Contract Agreement, shall be liable for forfeiture of 100% amount of EMD deposited by him.

iv. EMD of the bidders shall be returned without any interest within a period of three months from the date of issue of the Award of Contract to the successful bidder. However, the EMD submitted by the successful bidder shall only be returned after receipt of Performance Bank Guarantee.

v. Financial Bids of only those Bidders who qualify technically by Tender Evaluation Committee shall be opened in the presence of Bidders/Authorized Representatives of the Bidders who may witness the opening of Bids. The date of opening of Financial Bids shall be intimated to all technically qualified bidders.

vi. Only one authorized representative of each bidder having valid bid acknowledgement receipt, would be permitted to witness the opening of the Bids.

2.6 TECHNICAL EVALUATION

i. An authorized and duly constituted Technical Evaluation Committee (TEC) shall do the Technical Evaluation of the bids.

ii. The bids conforming to the eligibility criterion will only be considered for further evaluation of technical bids, after considering technical and commercial parameters.

2.7 FINANCIAL EVALUATION

i. The Financial Bids of only technically qualified bidders shall be opened electronically in the presence of bidders/authorized representative on a specified date, time and venue duly notified in advance. The financial bid will then be passed on to a duly constituted Financial Evaluation Committee (FEC) for evaluation.

ii. There will be no negotiation regarding the financial bid submitted by the bidder.

iii. No enquiry shall be made by the bidder during the course of evaluation of tender after opening of the tender till finalization and the final decision for award of contract shall be conveyed to the successful bidder through e-mail.
iv. The work shall be awarded to the L1 Bidder i.e. bidder who quotes the lowest rates for services being purchased under this tender.

2.8 CONDITIONAL OFFER AND VALIDITY OF OFFER

i. Conditional offer received under this tender process shall not be considered and summarily rejected by CBI and no further communication shall be entertained.

ii. The bids being called under this tender process shall have a validity of 180 days from the date of opening of financial bids.

2.9 AWARD OF CONTRACT

i. The successful bidder will have to enter into a Contract Agreement with CBI on Non-Judicial Stamp Paper of Rs.100/- (Rs. One Hundred only) before commencement of services but within 7 (seven) days of receipt of award of contract, failing which CBI may forfeit Earnest Money Deposit (EMD).

ii. The draft agreement format shall be supplied to the successful bidder along with award of contract.

iii. CBI will have the right to increase or decrease the quantity of items specified in the Annexure-A without any change in the unit price of the ordered quantities or other terms and conditions at the time of award of contract.

iv. Comprehensive AMC of items mentioned at Annexure-A will be awarded for one years can be extended on existing rates, terms and conditions for another 02 (two) years on satisfactory performance on year to year basis.

2.10 OTHER TERMS AND CONDITIONS

i. All terms & condition given in this tender document must be fulfilled. Incomplete bids will not be considered and summarily rejected.

ii. The Demand Draft for Tender Fee as well as EMD in original shall be submitted by the bidder latest by the date & time of opening of Tender. Bid will not be opened/accepted without the requisite EMD.

iii. Bidders have to indicate the Page Nos. of the supporting documents as a proof while submitting the response to the eligibility conditions. The relevant portions in the document submitted in pursuance of eligibility criteria, should be highlighted.

iv. Upon verification, evaluation/assessment, if in case any information furnished by the bidder is found to be false or incorrect, their bid shall be summarily rejected and no correspondence on this account shall be entertained by the CBI.

v. The bid submitted by the bidder not fulfilling the technical and commercial eligibility conditions, will not be considered and summarily rejected.
vi. The bidder must sign & submit prescribed Tender Acceptance Letter as per the Annexure-E.

vii. CBI reserves the right to obtain feed-back from the previous/present clients of the Bidder and also depute its team(s) to inspect the site(s) at present contract(s) for on-the-spot first-hand information regarding satisfactory completion of the supplies by the Bidder. The decision of the CBI in this regard will be final and binding on all Bidders.

viii. Person signing the bid or other documents connected with tender must clearly write his/her name and also specify the capacity in which he/she is signing. The person who is signing the bid on behalf of company/firm/organization must have authorization on Non-Judicial stamp paper of Rs.100/- (One hundred only) from all the Directors of the Company or partners of the firm. The scanned copy of the authorization duly digitally signed is to be enclosed along with technical bid of the tender documents.

ix. CBI reserves the right to reject any or all the tenders without assigning any reason whatsoever.

x. During evaluation, the initial criteria prescribed in respect of years of operation in the business, experience of similar supplies completed and financial turnover etc., will first be scrutinized and the bidder’s eligibility for opening of the financial bid will be determined as per profile of the Company/Firm’s as stated in Technical Bid.

xi. The rates are to be quoted in strict compliance to the requirement of the Financial Bid format (Annexure-F), otherwise the bid is liable to be rejected.

xii. Percentage of taxes etc. if any, to be claimed shall be indicated in the Financial Bid, otherwise it will be presumed that rates are inclusive of all taxes and no plea whatsoever shall be entertained and accepted after opening of the Financial Bid.

xiii. The base prices in Indian Rupees shall have to be quoted separately for each set of items as stated in Annexure-F. It is clearly stated that bids do not have alteration/overwriting/cutting in rates and in case, CBI finds the same, the rates written in words shall only prevail and considered for the purpose of evaluation.

xiv. The bids of the bidder who quote incredibly low value of items with a view to subvert the tender process shall be rejected straightway and as such EMD of the bidder will be forfeited by the CBI. As well as the bids of those bidders who submit ambiguous bids will be out rightly rejected.

xv. Each and every page of the tender document shall be signed and stamped by the bidder.

xvi. Canvassing in any form will make the tender liable to rejection.
SECTION – III
GENERAL CONDITIONS OF CONTRACT

3.1 INTERPRETATIONS

In construing these conditions, the following words shall have the meanings herein assigned to them except where the subject or context otherwise requires:–

i. “Purchaser” shall mean “The Superintendent of Police, CBI, HQ, New Delhi” or any of his officer duly authorized by him and his legal representatives, assignees and successors and shall be in-charge of the work for the purpose of this contract.

ii. “Contractor” shall mean Individual, Sole Proprietary Firm, HUF Firms, Firms in Partnership, Limited Company, Private or Public Corporation or consortium or Joint Venture company and his (their) heirs, legal representatives, assignees and successors having office at his/their registered address at Delhi/New Delhi for the purpose of this contract.

iii. “Notice in Writing or Written Notice” shall mean a notice in writing, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post or facts or e-mail to the last known private or business address or registered address.

iv. “Year” shall mean a financial year as notified by the Govt. of India unless stated otherwise.

v. The word “Contract” used herein shall mean the clauses of Contract Agreement, General Conditions of the Contract, Special Conditions of the Contract, Schedule of Quantities and Schedule of Prices as quoted by the bidder and accepted by CBI and other terms and conditions as described in the Tender Document.

3.2 EFFECTIVE DATE OF CONTRACT

The contract shall come into effect from the date of signing of Contract Agreement between CBI and the prospective L1 bidder and shall remain valid until the completion of the obligations of the parties as mentioned in the Tender Document/Contract Agreement.

3.3 PERIOD OF CONTRACT

Period of Contract, initially, will be for one year and can be extended on existing rates, terms and conditions for another 02 (two) years on satisfactory performance on year to year basis.

3.4 SCOPE OF CONTRACT

i. The contractor shall provide CAMC services including consumable parts for Network Equipment in accordance with this contract and as per directives and to the satisfaction of the CBI.

ii. All verbal instructions, directions and explanation given to the Contractor by the Superintendent of Police, HQ, CBI or their representatives, if involving any variation, the
same may be confirmed in writing by the Contractor within two days and if not dissented in writing within a further period of two days, such instructions shall be deemed to be within the scope of the contract.

3.5 NON-DISCLOSURE OF CONTRACT DOCUMENTS

Except with the written consent of the purchaser, contractor shall not disclose the contract or any provision of the contract or information related to services thereof to any third party.

3.6 CONFIDENTIALITY

The Contractor shall maintain absolute confidentiality about all data/information etc., made known or revealed to the Contractor or such data, information, etc., to which the Contractor or its employees have access during the course of execution of this agreement. The Contractor shall be liable to fully compensate CBI for any breach of this condition on the part of its employees. The decision of CBI as to the quantum of compensation to be recovered from the Contractor for any such breach of confidentiality shall be final and binding on the Contractor and the recovery of such compensation shall be without prejudice to any action which may be taken by CBI against the Contractor and/or his employees jointly or severally, in accordance with law. If, during the contract period, CBI has reasons to believe that the Contractor has failed to maintain absolute confidentiality about the data or information made known to the Contractor or revealed to the Contractor during the course of execution of this agreement, without prejudice to the other legal remedies available to CBI under any other law for the time being in force for such breach, CBI reserves the right to terminate the agreement without giving any advance notice to the Contractor of such termination.

3.7 TRANSFER AND SUB-LETTING

The firm/bidder has no right to give, bargain, sell, assign or sublet or otherwise dispose of the contract or any part thereof, as well as to give or to let a third party take benefit or advance of the present Contract or any part thereof.

3.8 AUTHORITIES, NOTICES, ETC.

The Contractor shall strictly abide by the provisions of any Acts of the Legislature relating to the work under this contract and also conform to the regulation and by-laws of any authority dealing on such subject. The contractor shall also arrange to settle all notices required by the said Acts, Regulations or by-laws himself to be given by any authority and to pay to such authority or to any public office, all fee that may be properly chargeable in respect of the services under this contract and submit the receipts to CBI as and when asked for. The contractor shall indemnify CBI against all claims in respect of statutory rights and shall himself pay all royalties, license fee, damages, cost and charges of all and every sort that may be legally incurred in respect thereof.

3.9 LAWS GOVERNING THE CONTRACT

i. The contract shall be governed by the Indian laws only for the time being in force. However, contractor has to comply with all the applicable laws and regulations in connection with the scope of the supply.
ii. Only courts situated at New Delhi shall have the jurisdiction to entertain the claim or for enforcement of the Contract Agreement.

3.10 ARBITRATION

i. All disputes or differences arising out of or in connection with the contract shall be settled by bilateral discussions.

ii. Any dispute, disagreement or question arising out of or relating to the Contract or relating to services or performance, which cannot be settled amicably, may be resolved through arbitration. Such disputes or differences between the Purchaser and the Contractor shall be referred to the arbitration of sole-arbitrator to be appointed by the mutual consent of both the parties.

iii. The arbitration shall be conducted in accordance with the provisions of Arbitration and Reconciliation Act, 1996 at New Delhi and decision on the arbitrator shall be final and binding upon the parties hereto.

iv. The arbitration fees and other incidentals shall have to be borne equally by Purchaser and the contractor.

3.11 FORCE MAJEURE

i. Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance result from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

ii. In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

iii. The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

iv. If the impossibility of complete or partial performance of an obligation lasts for more than one month either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 15 days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the services received.
SECTION - IV
SPECIAL CONDITIONS OF CONTRACT

4.1 PERFORMANCE BANK GUARANTEE

i. The Contractor has to submit Performance Security in the shape of Bank Guarantee for an amount equal to 10% of the total contract value within 7 days of the acceptance of Award of Contract.

ii. The Performance Bank Guarantee shall be valid for sixty days more than the period of contract.

iii. The Bank Guarantee shall be in the name of Supdt. of Police (HQ), CBI, HO, New Delhi.

4.2 SERVICE LEVEL AGREEMENT

i. Comprehensive AMC (including consumable parts) of all the equipment at Annexure-A, would be awarded for one year extended can be extended on existing rates, terms and conditions for another 02 (Two) years on satisfactory performance on year to year basis.

ii. The contract shall be on comprehensive basis, inclusive of repairs and replacement of spare-parts/equipment, including consumable parts without any extra payments.

iii. The Maximum Time to Repair (MTTR) to any complaint will not exceed 24 Hrs. However, prior exception to the above MTTR shall be taken from CBI on case-to-case basis.

iv. In case of breakdown equipment in question, the vendor will have to attend and rectify the complaints within 24 hours of their being lodged. In case any complaint is not rectified with 24 hours, or in case standby is not provided and the item is not usable beyond the 48 hours, the contractor shall be liable to pay penalty as per as per relevant Penalty Clauses. In case it is not rectified within 15 days, necessary action to terminate the contract will be initiated and Performance Guarantee will be forfeited. The amount of penalty will be either recovered from the AMC bill or Performance Bank Guarantee.

v. Repair of the equipment against the complaint lodged will be done onsite. However, exception to the above shall be taken from CBI on as & when required.

vi. Resident Engineer, to be provided to CBI, should be well versed with all the technology expertise of the equipment mentioned at Annexure-A.

vii. Bidder should provide a satisfactory certificate duly signed and stamped by the concerned officer in CBI at the end of each quarter failing which payment will not be released till then.

viii. The Downtime of the equipment starts from the time complaint is logged to bidder address/phone/email as provided by the bidder for escalating complaints.

ix. The Bidder/firm shall maintain the equipment as per manufacture's guidelines and should use standard and genuine components for replacement.
x. It shall be the responsibility of the bidder to make all the equipment work satisfactorily throughout the contract period and to hand over them in working condition to the CBI after expiry of contract period.

4.3 TERMS AND MODE OF PAYMENT

i. Payment shall be made by purchaser on Quarterly basis in respect of satisfactory CAMC services (including consumable parts) of the equipment mentioned at Annexure A on submission of GST invoice/bill.

ii. After the end of every quarter, the contractor shall submit a report for the work executed during the quarter, proof of timely payment of salary to Resident Engineer and proof of NPS/EPF deposit. The payment will be made on quarterly basis, i.e., 25% of the annual charges for each completed quarter, subject to the execution of CAMC work to the satisfaction of CBI and only after verification of bills complete in all respects. If the work has not been performed to the satisfaction of CBI, payments will not be made till the remedial measures are taken.

iii. The payment shall be made by the Purchaser through electronic mode of transfer after deduction of Statutory Taxes/Duties, if applicable.

iv. No advance payment would be made at any cost.

v. Payment for any inclusion/deletion of Network Equipment during the CAMC period will be calculated on pro-rata basis.

vi. Taxes, if any, to be paid need to be duly indicated in the bid otherwise no extra payment would be made for this purpose. The responsibility of payment of taxes to the concerned authorities will be of Contractor.

4.4 PENALTY AND LIQUIDATED DAMAGES

i. If the contractor does not attend and rectify the complaints within 24 hours of their being lodged. In case any complaint is not rectified with 24 hours, or in case standby is not provided and the item is not usable beyond the 48 hours, the contractor shall be liable to pay penalty @ Rs.1000/- (Rs. One Thousand only) per day upto 15 days. In case it is not rectified within 15 days, necessary action to terminate the contract will be initiated and Performance Guarantee will be forfeited.

ii. The bidder shall ensure the availability of Resident Network Engineer as per Scope of Work. In case of absence of Resident Engineer, a penalty of Rs. 2000/- per day of absence shall be imposed on the bidder.

iii. The preventive maintenance shall be completed within the particular quarter and any non-adherence shall attract a penalty of 3% of the annual contract amount per quarter.
iv. In case at any point of time during contract, the bidder is unable to repair any item under contract due to non-availability of parts or item declared obsolete by the OEM, the charges paid by CBI for that particular item, since the beginning of the contract would be deducted from next quarterly payment to the vendor. In addition, a penalty of 10% of the cost value of item would also be deducted from next quarterly payment.

v. Maximum limit of all the penalties taken together shall be limited to be of ten per cent (10%) of the Annual Contract amount.

vi. The amount of penalty will be either recovered from the AMC bill or Performance Bank Guarantee.

4.5 TERMINATION OF CONTRACT

i. Purchaser reserves the right to terminate the contract in part or full, if it has been found that the contractor is not complying with the instructions.

ii. In case, default is said to have occurred due to following reasons, the Purchaser may terminate the contract in part or full after notifying the contractor through e-mail or otherwise

   a. If the contractor fails to accept the Award of Contract within 3 days, Award of Contract shall be cancelled and 100% amount of EMD shall be forfeited.
   b. If the contractor fails to submit the Performance Bank Guarantee within 7 days of receipt of Award of Contract, then 100% amount of EMD shall be forfeited and Award of Contract issued shall be cancelled.
   c. If the contractor fails to deliver any or all the obligations under the Scope of the Contract within the specified time period or during any valid extension granted by the Purchaser, the Purchaser may get executed the balance obligations at the risk and cost of the contractor by terminating the contract and impose the liquidated damages from the due payments of the contractor or the payments that may fall due in future.
   d. If the services are not found satisfactory as per Tender Document/Contract Agreement.

iii. If the contractor default on the items as stated above and does not take remedial steps within a period of 10 days after receipt of default notice from the Purchaser or takes longer period in spite of what Purchaser has authorized in writing, the Purchaser may terminate the contract in whole or in part thereof.

iv. In case contractor becomes bankrupt or otherwise insolvent, CBI can terminate the contract by giving 10 days written notice to the vendor without any compensation to the contractor. In such event, the liquidated damages/penalty shall be imposed and shall be recovered from the due payments of the contractor or payments likely to fall due in future or from Performance Bank Guarantee deposited by contractor with the Purchaser.
SECTION V
SCOPE OF WORK

5.1 SCOPE OF WORK

i. The scope of work covers comprehensive maintenance including repair and replacement of faulty Network Equipments mentioned at Annexure – A (including consumable parts) of Tender document. Replacement of faulty equipments will be at no additional cost.

ii. The scope of work covers provision of services of one Resident Network Engineer at CBI HO, for maintenance, upkeep and operation of all Network Equipment mentioned at Annexure-A during 09:30 to 18:00 hrs. on all working days and if required, on Saturdays & Sundays and holidays and also after 18:00 hrs on working days.

5.2 COMPREHENSIVE MAINTENANCE

i. The CAMC includes essential servicing and repairs / fixing / replacement of all the electrical/electronic and mechanical components of the items put under CAMC (as per Annexure-A), including consumable parts. Therefore, the firm shall bear cost of all spare parts of related items or any other item necessary for proper operation of the original equipment. The CAMC includes items even if it is burnt or damaged due to power fluctuation. No extra charges would be payable by this CBI. Replacement should be of the same as that of original. If original part is not available in market, same is to be informed in writing & proper substitute may be provided after approval from CBI.

ii. The price quoted by the bidder should cover the replacement of the equipment and/or faulty parts, maintenance of equipment, operating system, consumable parts and any required software installation, installation of patches, configuration management and any other related work which may be assigned by CBI.

iii. Bidder should have an agreement with the OEM so that the faulty equipments can be repaired or replaced. The bidder shall maintain the equipment as per manufacture's guidelines and should use standard and genuine components for replacement.

iv. All the repairs/replacement would be made onsite itself. However, in case the equipment is taken to the workshop/OEM service center, the bidder would provide a suitable standby item for the same.

v. The bidder shall provide maintenance services from 9:30 AM to 6:00 PM from Monday to Friday. Bidder shall also make available required manpower on Saturdays, Sundays, holidays and beyond office hours on working days as and when their services are required by CBI without any extra remuneration.

vi. The bidder shall fulfil all the responsibilities as per the tender document including liaising for troubleshooting & maintenance of network equipment, coordination with OEMs for troubleshooting of the network equipment.
vii. Preventive maintenance of all the items covered under CAMC would be carried out on quarterly basis. A Preventive Maintenance Report would be submitted to CBI, failing which penalty would be imposed as per relevant Penalty Clauses. The report of preventive maintenance shall be got signed by the concerned Heads of CBI Branches.

viii. The schedule of Preventive maintenance shall be submitted to CBI within 15 days of the beginning of the Quarter so that the preventive maintenance will be completed preferably during second month of the quarter.

ix. Bidder shall keep with him sufficient stock of spares for each item taken under CAMC at the beginning of the contract period. In case at any point of time during contract, the bidder is unable to repair any item under contract due to non-availability of parts or item declared obsolete by the OEM, penalty will be imposed as per relevant penalty clauses.

x. Shifting of equipments from one place to another and in the event of shifting of the office premises of CBI Branches from the present location, the bidder shall be responsible for re-installation of jack panels, switches, servers, routers, etc. in such new place or new premises, as the case may be, without any additional payment by CBI.

xi. Those equipments which are in the warranty shall be included in CAMC w.e.f. expiry of warranty. Similarly, if any hardware item warrants condemnation, that item shall be deleted from CAMC list at that time, and payment shall be made on pro-rata basis. Accordingly the amount paid may increase or decrease from the total amount of the agreement, depending on the items added or removed from the CAMC.

xii. For equipment that is under warranty, the bidder shall provide assistance required by CBI for rectification of faults/troubleshooting/lodging of the complaint with customer care unit of the supplier of equipment, including their interworking with other equipments. The vendor shall coordinate with the Original Equipment Supplier, until or unless the problem of the system/equipment is rectified.

5.3 SERVICE AND SUPPORT

i. The bidder who is awarded the work shall be responsible for receiving of all complaints with respect to Network Equipments as mentioned in Annexure-A or provide any other service as may be instructed by CBI, issue docket numbers and monitor the rectification of lodged complaints so that the complaints lodged are attended within twenty four (24) hours.

ii. The bidder shall make available one resident Network Engineer having CCNA at CBI HO, New Delhi. The Resident Network Engineer shall have minimum 3 years relevant experience of working in maintenance of Computer Networks. The bidder shall provide biodata of the Network Engineer, along with copies of his certificates and experiences.

iii. Resident Engineer shall be responsible for upkeep and proper coordination with NIC and all the Leased Line service provider, along with the respective vendors for smooth functioning of the network.
iv. The Resident Engineer should be capable and fully aware of routers, switch commands, installation and re-installation of routers & switches and any other associated work, etc.

v. The Resident Engineer shall be responsible for preparation and regular updation of wiring diagram with respect to (a) Leased Line to Router; (b) Router to Switch; (c) Switch to end user, etc.

vi. In no case, the bidder shall change the Resident Engineer without prior approval of CBI. In case it is unavoidable, the bidder shall get prior approval from CBI. If, after awarding of contract, the bidder fails to provide manpower to the satisfaction of CBI, penalty shall be imposed as per Penalty clause.

vii. The bidder shall ensure that services of Resident Engineer are remain available from '9:30 AM to 6:00 PM' from Monday to Friday. Bidder shall also make available required manpower on Saturday, Sunday, holiday and beyond office hours on working days, as and when their services are required by CBI without any extra remuneration. Bidder shall ensure that all such persons are accessible at all times on mobile phone and he/she should have his/her own vehicle for meeting emergency needs.

viii. If, for any reason, Resident Engineer is not available temporarily i.e. leave etc., suitable substitute shall be provided by the bidder.

ix. All the faults reported shall be attended immediately by the resident engineer of the bidder. The repairs shall be carried out on-site itself. However, in case the equipment is required to be taken to the workshop of the bidder, prior approval of CBI shall be required. The bidder shall provide stand-by equipment equivalent to repairable machine in complete working order till such repair is carried out.

x. The bidder shall provide complaint escalation mechanism. Bidder has to provide help-desk support services through telephone/email where users of the Purchaser can lodge their complaint. Each user shall have to be assigned a unique trouble ticket number through which user should be able to track the action taken by the contractor through a support portal.

xi. Bidder shall arrange to get the character and antecedents of the Resident Engineer verified from Police authorities before their deployment in this office and their full particulars shall be furnished to CBI.

xii. CBI shall have the right, within reason, to have any personnel removed who is considered to be undesirable or otherwise. However, the contractor has no right to remove any deputed personnel at site without prior approval of the CBI, however, emergencies exempted.

xiii. The bidder shall be responsible for compliance of all statutory provisions relating to minimum wages, Provident Fund/ESI/bonus etc. as applicable, in respect of the persons deployed in CBI.

xiv. CBI shall not be responsible for any damage, losses, claims, financial or other injury to any person deployed by service providing agency/bidder in the course of their performing the functions/ duties, or for payment towards any compensation.
5.4 RESPONSIBILITIES OF THE BIDDER

i. The bidder shall be responsible for upkeep and total hardware maintenance of Network Equipments, including repair and replacement of faulty parts excluding consumable items.

ii. Preventive Maintenance of Network Equipments shall be carried out on quarterly basis and report thereof be submitted to CBI. The bill for a quarter will be paid only after the bidder submits preventive maintenance report to the satisfaction of CBI.

iii. The bidder shall also be responsible for total software maintenance of Network Equipments, i.e. patching up the operating systems for keeping them up-to-date and vulnerability free.

iv. The bidder shall be responsible for maintaining a dust free environment with proper arrangement and lacing of connected wires etc. in the Server rooms and/or NOC rooms, where the Network Equipments are installed.

v. The bidder shall be responsible for re-installation of routers, switch etc. as and when required by CBI.

vi. The bidder shall be responsible for monitoring speed of leased line and liaison with service providers.

vii. The bidder shall be responsible for rendering any other associated work as may be assigned by CBI from time to time such as assigning and maintaining IP address scheme, testing of internet lease line speed and coordination with service provider, etc.
LIST OF NETWORK EQUIPMENTS

1. QUANTITY OF DEVICES

Bidder shall be responsible for comprehensive maintenance including repair and replacement of faulty parts of Network Equipments mentioned below –

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Details of Network Equipment</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Cisco Router 2951</td>
<td>47</td>
</tr>
<tr>
<td>2.</td>
<td>Cisco Switch Catalyst 2960 – 48 Port – (L2)</td>
<td>26</td>
</tr>
<tr>
<td>3.</td>
<td>Cisco Switch Catalyst 2960 – 24 Port – (L2)</td>
<td>64</td>
</tr>
<tr>
<td>4.</td>
<td>Cisco Switch Catalyst 3560 – 24 Port – (L3)</td>
<td>09</td>
</tr>
</tbody>
</table>

2. LOCATION OF DEVICES

Above said devices are installed in CBI branches located at following places –

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Location</th>
<th>Sr. No.</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Bangalore</td>
<td>18</td>
<td>Jodhpur</td>
</tr>
<tr>
<td>2</td>
<td>Bhopal</td>
<td>19</td>
<td>Kolkata</td>
</tr>
<tr>
<td>3</td>
<td>Bhubaneswar</td>
<td>20</td>
<td>Lucknow</td>
</tr>
<tr>
<td>4</td>
<td>Chandigarh</td>
<td>21</td>
<td>Madurai</td>
</tr>
<tr>
<td>5</td>
<td>Chennai</td>
<td>22</td>
<td>Mumbai</td>
</tr>
<tr>
<td>6</td>
<td>Cochin</td>
<td>23</td>
<td>Nagpur</td>
</tr>
<tr>
<td>7</td>
<td>Dehradun</td>
<td>24</td>
<td>Patna</td>
</tr>
<tr>
<td>8</td>
<td>Dhanbad</td>
<td>25</td>
<td>Port Blair</td>
</tr>
<tr>
<td>9</td>
<td>Gandhinagar</td>
<td>26</td>
<td>Pune</td>
</tr>
<tr>
<td>10</td>
<td>Ghaziabad</td>
<td>27</td>
<td>Raipur</td>
</tr>
<tr>
<td>11</td>
<td>Goa</td>
<td>28</td>
<td>Ranchi</td>
</tr>
<tr>
<td>12</td>
<td>Guwahati</td>
<td>29</td>
<td>Shillong</td>
</tr>
<tr>
<td>13</td>
<td>Hyderabad</td>
<td>30</td>
<td>Shimla</td>
</tr>
<tr>
<td>14</td>
<td>Imphal</td>
<td>31</td>
<td>Srinagar</td>
</tr>
<tr>
<td>15</td>
<td>Jabalpur</td>
<td>32</td>
<td>Thiruvananthapuram</td>
</tr>
<tr>
<td>16</td>
<td>Jaipur</td>
<td>33</td>
<td>Vishakhapatnam</td>
</tr>
<tr>
<td>17</td>
<td>Jammu</td>
<td>34</td>
<td>Delhi</td>
</tr>
</tbody>
</table>

3. Further details of the devices i.e. serial no. etc. shall be shared with successful bidder at the time of signing of contract.
# ANNEXURE – B

## CHECKLIST FOR TECHNICAL AND COMMERCIAL CONDITIONS

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Description</th>
<th>Type of Record submitted</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Earnest Money Deposit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Name of Company/Firm and complete registered address</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Legal status</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Whether your company/firm have ever changed its name, if so, indicate earlier name and reasons thereof.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Whether your company/firm ever required to suspend services for more than six months continuously, if so indicate the reasons</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Name, designation, telephone number, mobile number, fax number and email ID of the contact person</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Year of commencement of business</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Nature of business being undertaken by the company</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Whether balance sheet for last three financial years enclosed.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Statutory details, i.e., registration of the firm, PAN, EPF Registration No., Service Tax Registration No., GST, name of the address of the bankers along with current account details.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>List of present and past clients</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>Details of annual financial turn over (gross) duly certified by Chartered Accountant enclosed for last 3 financial years.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td>Whether solvency certificate duly certified by the Banker enclosed.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15.</td>
<td>Details of proof of statutory taxes enclosed</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Place:                     SIGNATURE OF THE BIDDER  
Date:                      WITH SEAL

Please note that –

i. In case of sole proprietary concern, the name of the sole proprietor, father’s/husband’s name, age, residential address and office and residential phone numbers are to be indicated.

ii. In case of partnership concern, the Photostat copy of the Registered Partnership Deed is to be enclosed. The partnership deed should state specifically that a particular partner or partners are authorized to deal with any matter of company. Certified Photostat copy of the Income Tax assessment of the partnership firm as well as individual partners (for last 3 years) is to be submitted.

iii. In the case of Hindu Undivided Family Firm, an Income Tax registration certificate is to be enclosed in addition to the above as per (ii).
iv. In case of Limited Company, printed copies of Memorandum and Articles of Association as well as last three Annual Report of Audited Accounts are to be annexed. Authorization by the Board of Directors in favor of the signatory of the tender as well as other documents on behalf of the company may also be enclosed.

v. A declaration is to be recorded by the authorized signatories of the tender that no change in the status of sole proprietorship Hindu Undivided Family/Partnership/ Company (as the case may be) will take place from the date of submission of tender and during currency of the Contract Agreement, if entered into with them. In case any change is necessary in the overall interest of the business’s purpose for which the premises is allotted, it will be with the prior written approval of the CBI, failing which the Contract Agreement will be terminated at the sole discretion of the CBI. It is also to be certified that there is no criminal record of the bidder/applicant/proprietor/managers/partners/Directors) or their close relatives affecting the business profession under this Contract Agreement.

vi. The Bidder has to submit scanned copies of all the eligibility documents duly digitally signed along with his e-Tender. However, after award of contract he has to produce the originals for verification and reference of the Tender Award Authority or his authorized representative.
ANNEXURE - C

FORMAT FOR MANUFACTURER’S AUTHORIZATION
(To be submitted on the letterhead of the OEM)

Ref: __________
Date: __________

To
The Superintendent of Police (HQ)
Central Bureau of Investigation
(Administration Division)
5-B, 7th Floor, CGO Complex, Lodhi Road,
New Delhi-110003.

Sub.: Manufacturer Authorization for Tender No. __________

Sir,

We, the Original Equipment Manufacturer (OEM) ________________ having our registered office at _______________________________ (Name of item), are an established manufacturer of __________________________ (Name of item). We, the OEM, ___________________, solely authorized M/s ___________________________ (bidder’s name) to provide CAMC services for our products for above-mentioned tender.

Our full support is extended in all respects for supply and installation, commissioning, warranty and maintenance of our products. We also ensure to provide service support for the said equipments for a period of one year extendable up to three years, from the date of commencement of CAMC as per terms and conditions of the Tender. In case any difficulties in logging complaint at bidder’s end, user, i.e., CBI or their officials, will have option to lodge complaint at our call support center.

We also undertake that to meet the timelines defined in the tender, we will ensure that the specified systems are made available to M/s __________________________ (name of the bidder) in time. If any product is declared end of the life, we will ensure that a suitable equipment or higher roll over product is offered through M/s __________________________ (name of the bidder) to CBI for due approval and order execution thereafter.

Thanking you,

For and on behalf of (OEM) ______________

Authorized Signatory
Name: __________________
Designation: _____________
Seal of OEM

Note: This letter of authority should be signed by a person competent and having the Power Of Attorney to legally bind the manufacturer. The bidder in its bid should include it.
ANNEXURE - D

FORMAT FOR PERFORMANCE CERTIFICATION
(Furnish this information for each individual work from the respective employer)

1. Name of the contract and location

2. Agreement no.

3. Scope of Contract

4. Contract Cost

5. Date of start

6. Period

7. Amount of compensation levied, if any

8. Performance Report
   a. Qualify of Product – Excellent/Very Good/Good/Average/Below Average
   b. Resourcefulness – Excellent/Very Good/Good/Average/Below Average

9. Compliance of all statutory requirements – Yes/No

(Seal of the Organization)
(Signature of the Responsible Authority)

Date :

**Note:** Responsible Authority should not be below the rank of Under Secretary or equivalent in case of Govt. Organization or General Manager or equivalent in case of Private Sector Organization.)
ANNEXURE - E

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

Date: _______

To,

The Superintendent of Police (HQ)
Central Bureau of Investigation
(Administration Division)
5-B, 7th Floor, CGO Complex, Lodhi Road
New Delhi-110003.

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _________________________________

Dear Sir,

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/organization 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/ organization
   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)
ANNEXURE – F

FINANCIAL BID

Sub: Financial Bid for Comprehensive Annual Maintenance Contract (CAMC) (including the cost of consumable parts) of Network Equipment installed across CBI branches located outside Delhi.

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Details</th>
<th>Qty.</th>
<th>Base Price per unit per annum (in Rs.)</th>
<th>Total Base Price per annum (inRs.)</th>
<th>Taxes on Total Base Price (inRs.)</th>
<th>Total Amount (inRs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a)</td>
<td>(b)</td>
<td>(c)</td>
<td>(d)</td>
<td>(e)=(c*d)</td>
<td>(f)</td>
<td>(g)=(e+f)</td>
</tr>
<tr>
<td>1.</td>
<td>Cisco Router 2951</td>
<td>47</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Cisco Switch Catalyst 2960 – 48 Port – (L2)</td>
<td>26</td>
<td></td>
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<tr>
<td>3.</td>
<td>Cisco Switch Catalyst 2960 – 24 Port – (L2)</td>
<td>64</td>
<td></td>
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<tr>
<td>4.</td>
<td>Cisco Switch Catalyst 3560 – 24 Port – (L3)</td>
<td>09</td>
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<tr>
<td>5.</td>
<td>Resident Network Engineer to be deployed at CBI HO, New Delhi, having CCNA, with 3 years’ work experience in network maintenance</td>
<td>01</td>
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</tr>
</tbody>
</table>

Gross Total Amount (1+2+3+4+5)

Gross Total Amount (in words): ___________________________________________

Please note that:

i. Any Hardware item can be withdrawn from CAMC (due to administrative reasons or otherwise) at any time and payment will be made only for the part period till such withdrawal.

ii. The Financial Bid shall contain nothing but prices only.

iii. Bidders are requested to ensure that after quoting the prices, this Annexure is duly signed with company seal. Financial bid submitted without sign and company seal will not be accepted/considered.

iv. The cost of Boarding/Lodging/Travelling of the Engineers, if any, will be borne by the firm.

Place: SIGNATURE OF THE BIDDER
Date: WITH SEAL
ANNEXURE – G

DECLARATION
(To be furnished on Non-Judicial Stamp Paper of Rs. 100/-)

1. I ______________________________ Son/Daughter/Wife of Shri _____________________
   Signatory of the agency/firm mentioned in the Tender Document is competent to sign this
   declaration and execute this Tender Document.

2. I have carefully read and understood all the terms and conditions of the Tender and undertake to
   abide by them.

3. The information/documents furnished along with the Technical Bid are true, authentic to best of
   my knowledge and belief. I/we am/are well aware of the fact that furnishing of any false
   information/fabricated document would lead to rejection of my Tender at any stage besides
   liabilities towards prosecution under appropriate law.

4. There is no Civil or Criminal Case pending in Court in respect of me and agency/firm.

Place:      SIGN. OF THE AUTHORIZED PERSON
Date:        WITH SEAL