No. Mani/Admn/885/02/2020

24 December, 2020

NOTICE INVITING TENDER

Sealed Bids are invited from reputed firms/companies in Metro Manila engaged in providing repair and maintenance service for the following:

- i) Annual Maintenance Contract for Computers, Laptops, Printers, Scanners, Network Equipment etc.
- ii) Repair and laying of Internet / network cables in the Embassy of India, Manila.

GENERAL INSTRUCTIONS AND SCOPE OF WORK: _

- 1. The Annual Maintenance Contract (AMC), between the Embassy of India, Manila ("The Client") and the Contractor shall cover the maintenance of the IT hardware and software infrastructure and internet / network cabling work of the Embassy. An indicative list of IT equipment is attached at "Annexure-I". The number of equipment may vary during the contract period since older/ dysfunctional equipment continue to be disposed-off and new equipment purchased by the Client;
- 2. The hardware/ software are installed in various offices of Client (Makati and BGC) and Embassy Residence (in North Forbes Parks, Makati). The contract includes maintenance of hardware and software and repair/ laying of Internet / network cables. The software maintenance includes, but not limited to, troubleshooting, reconfiguration, re-formatting, updation of OS, and re-installation of operating systems (Fedora, Linux, Windows, Mac, etc.); browsers; email clients; office software; virtual machines; antivirus; data retrieval and installation/configuration/ removal of any other software approved by the Ministry. It also includes identification and removal of malware that are not detected by anti-virus software from the computer system, updation of security parameters regarding network and PC systems from time to time.
- 3. The Contractor shall allocate a full-time engineer to be available at one-hour notice between 0900 hrs to 1730 hrs on all working days of the Embassy. The engineer should be well qualified having a minimum two years of relevant experience. The engineer so deputed will be responsible for maintenance & troubleshooting in IT devices which needs technical acumen of higher level. All tools required for the maintenance shall be made available by the Contractor.
- 4. The Engineer/ Technician deployed by the contractor shall be under the control and supervision of Head of Chancery of Embassy of India, Manila hereinafter referred to as the Coordinator or any other person authorized by the Client;
- 5. The engineer shall work under the instructions of the Coordinator or any other person authorized by the client and shall submit complaint sheets to such person for each complaint attended by them. The complaint sheet shall clearly define the nature of complaint, location of office and time taken for rectification of complaint. The engineers are also required to get the complaint sheets signed by the respective end users who

shall rate the quality and promptness of service. The Contractor shall provide a computerized network based system for logging and monitoring of complaints within one month from the date of the award of the contract;

- 6. The engineers/ technicians shall be equipped with Mobile phones to ensure their availability. A complaint shall be attended to within one hour and in exceptional case within two hours. As far as possible, the repairs shall be carried out on-site itself. The equipment shall have to be repaired in-house and in no case shall it be taken out of the building without prior written authorization of the Coordinator. Hard-Disks shall not be taken out of the Embassy's office building and building of Embassy Residence under any circumstance;
- 7. The contract shall include rectification of all Hardware and Software problems. The engineers shall have to ensure that all calls are attended within 01 (one) Hour and the maximum time for repair of any system shall be up to one working day. In case of failure to do so without a valid justifiable reason, a penalty may be imposed as deemed fit by Coordinator;
- 8. The maintenance and repair shall NOT include replacement of parts. In case replacement of part is required like mouse, key board, power- supply unit, patch cable, RJ-45 connector, etc., the defective equipment/ item/part shall be replaced by the equipment/item/part of the same specification and in case, these are not available, the higher specification, acceptable to the client, shall have to be installed. In no case, shall the defective equipment/ item/part be replaced by old spares. The details of the defective equipment/ item/part of those, which are replaced, will be specified in the maintenance record:
- 9. The Contractor shall carry out preventive maintenance of each machine once in every three months, in order to forestall any major failure of the same. The preventive maintenance shall include physical cleaning of the equipment (both from outside and inside); system cleaning; software updates and system hardening as directed by the coordinator. A preventive Maintenance Report shall be submitted to the Coordinator every quarter;
- 10. If any damage/loss of equipment is caused by the Contractor or any of its representatives, an amount equivalent to the loss, so caused, shall be recovered from the payment made to the Contractor. The decision of the Client shall be final and binding in this regard;
- 11. The procurement of parts shall be done by the Client and the Contractor shall assist the Client in identifying the best make and quality of parts which includes but not limited to processor/ motherboard, laserjet/ inkjet printers, LCD/TFT monitors, CD Rom/ DVD Rom, LAN cards, SVGA cards, External Hard Disk, etc.
- 12. The Contractor shall be responsible for data recovery and data security in case of system failure and crashing of hard drive/ disk/ USB drive of any computer system and related peripheral under this maintenance contract. For this the contractor shall keep, in ready stock, appropriate software for the recovery of the data. Hard-Disks shall not be

taken out of the Embassy's office building and building of Embassy Residence under any circumstance;

- 13. The engineers/ technicians shall not change the setting of any computer and related peripherals and shall not install any unauthorized software without seeking the prior permission of the coordinator;
- 14. To provide and maintain the required drivers (DVD, CDs & Floppies) for maintaining the equipment;
- 15. The Contractor shall coordinate with Original Equipment Manufacturer (O.E.M.s) for the repair/ maintenance of under-warranty items (existing or purchased after signing of the contract); The contractor may be required to contact the concerned technical agency in the Government of India (NIC) as per the advice of the Coordinator;
- 16. The Contractor shall ensure that the engineer is present in appropriate attire and possess valid ID cards on all working days and when required on a non-working day. In case of engineer going on leave, alternative arrangements shall be made well in advance under prior intimation to the Coordinator;
- 17. The contractor shall not change the engineer without prior written clearance from the customer. Further that the contractor shall provide a substitute for a deployed engineer, during such absence;
- 18. The payment for services shall be made on monthly basis, at the end of each month, on the basis of satisfactory report from the Coordinator. The quality of service shall be evaluated on the basis of excellent service feedback from the users;
- 19. The contract shall be valid for an initial period of one year from the date of its award. The rate quoted shall remain in force for the full period of the contract. No demand for revision of rate on any account shall be entertained during the contract period. The contract shall be extended on yearly basis on the same rate, terms and conditions, subject to satisfactory performance and mutual consent of both parties;
- 20. It is the responsibility of the contractor to ensure that all local laws and regulations are followed particularly with respect to payment of wages to its employees;
- 21. In case the contractor backs out midway without the explicit consent of the Embassy of India, he shall be liable for recovery at higher rates, vis-a-vis, those contracted with contractor, which may have to be incurred by the Embassy on maintenance of machines for the balance period of contract through alternative means. The above act of backing out shall automatically debar the contractor from any further dealing with this Embassy;
- 22. At the time of completion of contract, it shall be duty of contractor to hand over all related software/ drivers/ maintenance records/ register/ inventories etc. to the coordinator. The payment of the last month shall be released, only after successful handing over, as specified above;

- 23. The Contractor shall not further sub-contract, the whole or any part of the contract, under any circumstances to a third party;
- 24. If any dispute(s) arises with reference to any provision of the contract, the decision of the client shall be final and binding;
- 25. The Client reserves the right to terminate the contract in case the contractor consistently fails to provide services up to the satisfactory level or on security grounds;
- 26. The Contractor should possess experience for at least 05 years in IT maintenance and must submit user satisfaction certificate and other documents as indicated in its Technical Bid Proforma attached at 'Annexure-II'. Evidence of registration of the company under relevant statutory regulations must also be submitted in the Technical Bid;
- 27. Undertaking: the bidder shall provide an undertaking in company letter head that (i) he agrees to terms and conditions (T&C) of Tender Document (TD) (ii) the rates quoted are realistic keeping in view the cost of scope of work given in NIT(TD) (iii) The company is neither black listed by any Government/Department nor any criminal cases registered against the bidder/organization or its partner in Philippines. The undertaking should be duly signed under company seal;
- 28. The prospective bidder is accordingly advised to go through the scope of work before preparation of bid. The quotation amount should be quoted as per Financial Bid Proforma attached at 'Annexure-III' separately and any taxes/levies should be indicated separately. Unrealistic rates quoted by the bidders shall not be considered. Therefore, bidders are required to quote realistic rates keeping in view the indicative list of equipment attached at 'Annexure-I';
- 29. Preference will be given to companies having experience in working in reputed companies/Foreign Diplomatic Missions in Manila;

SUBMISSION OF BIDS:

- 30. The interested companies should submit the bids in two separate sealed covers, super scribed as 'Technical Bid' containing duly filled in Annexure-II and 'Financial Bid' containing duly filled in Annexure-III. Both sealed covers should be put in a single envelope super scribed as "Annual Maintenance Contract of IT Equipment at Embassy of India, Manila" and addressed to 'Head of Chancery, 2190, Paraiso Street, Dasmariñas Village, Makati City, Metro Manila'. Please note that no tender documents will be accepted after the expiry of stipulated date and time for the purpose (14th Jan, 2021 till 1730 hrs) under any circumstances. Representatives from the firms may visit the premises and ascertain actual scope of work by prior appointment (contact person: Mr. Sachin Dorela, Assistant Section Officer (Admn), Tel: 88430101/02) before submitting sealed bids;
- 31. The Technical Bids will be opened on 15th January, 2021 at 11:30 hrs by a Committee authorized by the Competent Authority of the Embassy. The Financial Bids of only those bidders, whose Technical Bids are found responsive, shall be opened by the

Committee authorized for the purpose. A list of technically qualified bidders shall be prepared, who shall be informed and invited for opening of the financial bids at a prescribed date and time intimated later by the Embassy. Financial Bids of those bidders who do not qualify at Technical Bid stage will be returned to the respective bidders un-opened;

CRITERIA FOR AWARD OF CONTRACT:

- 32. The Embassy shall award the contract to the eligible bidder whose technical bid has been accepted and determined as the lowest evaluated financial bid;
- 33. The lowest price criteria shall be applied on the total;
- 34. The Embassy reserves the right to reject any quotation or scrap the whole process without assigning any reason. No claim whatsoever in this regard shall be entertained;

FORCE MAJEURE:

35. The Embassy may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that, the delay in performance or other failure to perform its obligations under the contract is the result of a Force Majeure. Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of nature (like earthquakes, floods, storms etc.), acts of states, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes at successful Bidder's premises.

Sd/(Nishi Kant Singh)
First Secretary (E&C) /HOC
Email: hoc.manila@mea.gov.in

Indicative list of IT Equipment in Embassy of India, Manila.

S. No.	Item	Quantity*
1.	Desktops (incl. All-in-one)	38
2.	Laptops	01
3.	Printers (Monochrome/Colour Inkjet/LaserJet)	30
4.	Independent Scanners	07
5.	Networking Switches/ Ports (24/08 ports)	03 (24, 24, 08)
6.	Projector	01
7.	Fujitsu Heavy-duty Scanner	01

^{*}Actual number of units may vary at the time of awarding the contract and during the currency of the contract. There may also be an increase of 10% in the number of equipment due to increase in staff strength.

TECHNICAL BID PROFORMA

Name of the firm:

ontac	t details:			
	r details. Telephone/Fax:			
	Email:			
S. No.	Requirements	Response	Remarks, if any	
1.	Brief introduction of the company (a profile of the firm to be enclosed)			
2.	Previous experience in the field (minimum of five years)			
3.	Registration Certificate, License for the services, etc.			
4.	Details of other Diplomatic Missions or reputed organization where you provided or are providing services of similar nature.			
5.	Testimonials (Clients' letters, certificates, etc.)			
	UNDERTAKII	NG		
	t is hereby certified that M/sagrees to terms and conditions (T&C) of Tend			
	the rates quoted are realistic keeping in vio	ew the cost of sco	ppe of work given in	
(iii) the company is neither black listed by any Government/Department nor any crimina cases registered against the bidder/organization or its partner in Philippines.				
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		(Signature with	seal of the company	

Note: Non-submission of any of the above-mentioned required documents will lead to straight away rejection of the bid.

FINANCIAL BID PROFORMA

Name of the firm:

Address of the Registered Office:					
Correspo	ondence address:				
	details: elephone/Fax: mail:				
S. No.	Items	Monthly Rate (in Php.)	Remarks, if any		
1.	Annual Maintenance Contract for IT Equipment at the Embassy of India, Manila				
2.	Taxes				
	Total				
The quo	ted price shall be valid for the period of three		ate of submission. eal of the company)		
Date:					
Place:					