

**Embassy of India
Moscow**

TENDER NOTICE No. MOS/PROP/884/02/2020 Dated 17.07.2020

Annual Maintenance Contract for Computers, Peripherals, non-peripheral devices, Servers, Active & Passive components of Network in Embassy of India, Moscow



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Embassy of India
Moscow

SECTION-1

(NOTICE INVITING E-TENDER)

No. MOS/PROP/884/02/2020

Dated **17.07.2020**

SUBJECT: Annual Maintenance Contract for Computers, Peripherals, non-peripheral devices, Servers, Active & Passive components of Network in Embassy of India, Moscow

Embassy of India, Moscow invites bids from established firms/company for Annual Maintenance Contract for Computers, Peripherals, non-peripheral devices, Servers, Active & Passive components of Network in Embassy of India, Moscow. The important dates are as under:-

TENDER NOTICE No. MOS/CHA/884/02/2020		Dated	17.07.2020
Important Dates			
Date of publishing	17.07.2020		
Bid Document Download Start Date	18.07.2020		
Clarification Start Date	18.07.2020		
Date of site visit and meeting for clarification, if any	24.07.2020 (1100-1500 hrs)		
Clarification End Date	03.08.2020		
Bid Submission Start Date (offline by sealed envelope)	20.07.2020		
Bid Submission End Date (Offline by sealed envelope)	07.08.2020		
Date of Technical Bid Opening at Embassy of India, Vorontsovo Polye 6-8, Moscow	10.08.2020		

2. Interested firms may submit their bids in **two bids system (Technical Bid and Financial Bid in separate sealed cover)** superscribed as '**Annual Maintenance Contract for Computers, Peripherals, non-peripheral devices, Servers, Active & Passive components of Network in Embassy of India, Moscow**'. EMD & Tender document fee as mentioned in the tender document is payable by bank transfer in favour of "**Embassy of India, Moscow**" payable at Moscow, by 1400 hrs on 07.08.2020 along with the bid document.

3. The Competent Authority of the Embassy reserves the right to reject any or all the bids or to modify any terms and conditions of the tender without assigning any reason and the decision of the competent authority of the Embassy shall be final and binding. This notice inviting tender/ e-tender is not an offer or an agreement by Embassy of India, Moscow.

Sd/
(T. J. Suresh)
Counsellor (HOC)
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Embassy of India
Moscow

TENDER NOTICE No. MOS/PROP/884/02/2020 dated 17.07.2020

SECTION-2
(Introduction & Scope of work)

2.1). Introduction: Offline quotations in sealed envelope are invited from experienced and reputed service providing entities as per eligibility criteria given, for Annual Maintenance Contract for Computers, Peripherals, non-peripheral devices, Servers, Active & Passive components of Network in Embassy of India, Moscow

2.2) Scope of Work:

Hardware Support:

1. Service and Maintenance of*:

- a) *Desktop PCs and their peripheral devices* (includes CPU, monitor, keyboard, mouse, printer, scanner, CD drive, speakers etc);
- b) *Laptops* and their peripheral devices;
- c) Projector Equipment;
- d) *IP based Devices*:- IP based & third party platforms (Cisco Webex, GotoMeeting, VidyoDesktop, Skype etc) based *Video Conferencing Systems* (includes Plasma TV, DVR device, audio/video compression device, DSB device for laptop based presentations, audio/mic system, display hub, mic pod hub and table hubs installed with licensed firmware);
- e) Office photocopier machines, paper and CD shredder, fax machine, UPSs, voltage converters, biometric device, billing machine etc;
- f) ADSL modems, routers, manageable and un-manageable access switches, OF to UTP converters, internet distribution boxes, RJ45 connectors installed in *existing LAN system*;
- g) *Internet lines of Local Area Network(LAN)*, basic type and socket based LAN cover boxes, damages in LAN cables and its connectors;
- h) Distribution switches, toggle switches installed on internal *LANs (intranet) of internal servers*;
- i) *Intranet servers* configured on open source platforms like Apache/Linux servers and Windows based proprietary servers;

2. Installation of:

- a) Newly purchased device/part with the existing setup of PC or network Peripheral device;
- b) Existing IT hardware during shifting of hardware location at PC or changes in network layout.
- c) Physically non-compatible devices (old-latest combination of peripheral's input/output ports);
- d) Unused peripherals with other existing PCs;
- e) Different equipment of video conferencing systems to change mode of VC communication;

- f) Network devices (switch, router, connector etc) by physical connections with the existing LAN setup;
- g) PCs on intranet servers by physical connections during up-gradation/replacement/location shifting;

Software Support:

3. Installation/up-gradation of:

- a) Proprietary Linux, Windows, Mac operating system in PCs, laptops;
- b) Linux, Windows and Mac *drivers, plugins* (Hplip, Hp-plugins, CUPS etc) for PC peripherals (printer, scanners of HP, Canon, Epson etc and biometric devices);
- c) CD/DVD drivers and data/image burning softwares to enable read/write permission in Linux systems, specially in lower configuration PCs;
- d) Proprietary antivirus softwares and its updates in Linux, Windows and Mac PCs;
- e) Proprietary VPN tokens, Intranet Client, remote access software (in special case) in some PCs/servers;
- f) Firmware licenses/patches/updates in proprietary/apache/linux based intranet servers, video conferencing systems, PCs and peripherals;
- g) Libre office, document viewers, compressed files (.rar, .zip, .tar.gz etc) viewers, flash players, PINTA, GIMP, X-Sane, Simple Scan and other software permitted by the Embassy in Linux 32-bit and 64-bit PCs successfully;
- h) Permitted packages/applications in linux from RPM repository or Open Source documentations using Command Prompt or Terminal Consoles;
- i) Linux OS version to the latest one using command line without use of bootable/live media.

4. Configuration/re-configuration of:

- a) The VPN tokens, hardchipped DSC (Digital Signature Certificate) tokens, intranet clients, remote access client in PCs;
- b) Thunderbird/Outlook clients with the Embassy's specific domain email ids and outgoing/incoming communication ports;
- c) of *e-mail database taken from Outlook client in Thunderbird Client* (e.g. Conversion of .pst file database to mbox format) in both IMAP and POP3 email protocols and data syncing in both clients.
- d) *Hplip and Hp plug-in in Linux online and specifically in offline PCs* for successful operation of printer/scanners and configuring printer privileges to standard user only;
- e) Creation of a offline database from latest Hplip drivers (which are only installed from HP servers) to make HP printers/scanners run in offline PCs.
- f) GRUB to recover lost credentials of a user account in linux PC; running data recovery tools and live/bootable media in case of linux OS crash;
- g) NAT, static, local, BGP type or MAC binded IP addresses; LAN bandwidth, admin credentials, operating frequencies in switches/routers/converters for internet distribution in PCs or data synchronization/transmission between intranet connected desktops;
- h) Basic policies on network devices i.e. Blocking specific communication ports of network devices, PCs and peripheral devices, routing methods etc;
- i) Apache/Linux servers with remote support of the administrator and configuring the patches using command line on server consoles;

5. Other services:

- a) Implementation of basic/general IT policies related to user credentials, end user firewall, communication ports, level of user account in PCs, peripherals or network devices as and when required by the Embassy;
- b) Assistance during major changes in IT policies at PC level and network level as well;
- c) To provide assistance to users on how to use linux system, Libre Office and its various features, configure internet settings, implement all IT policies.
- d) Creation of *Clone Images of Desktop PC System running on Linux OS* using Open Source Platforms without losing the firmware, updates, patches of OS.
- e) Adoption of *Data Recovery Procedures*, in case of Linus OS crash, using Open source tools.
- f) *Formatting the hard disk of discarded PCs* over-writing the disk with Zero binaries or using Open source tools.
- g) Creation of customized Virtual Machines (VM) on Linux OS for system access or any other purpose.
- h) Sanitization and formatting PCs infected with malware.
- i) Dismantling of *discarded IT hardware*.
- j) Any other un-identified hardware/software support.

6. Other Technical Requirements/Conditions:

- a) **Cost incurred in replacement/purchase of any hardware parts and software/firmware license of any software mentioned above will be borne by the Embassy.**
- b) **Services using Remote Access are not permitted in any case.**
- c) **Two dedicated IT representatives for PC, LAN, Server, Network devices related services should be available within 25-30 minutes of request call on working days and weekends (sometimes) as well.**
- d) **Representative of services for non-peripherals should be available within 2-3 hours of request call on working days and weekends(sometimes) as well.**
- e) **The bidders are encouraged to visit site for the purpose of the getting idea on nature, place of work, variety of equipments/servers/network devices/peripherals, understand different kind of work to be done on these devices, ensure the availability of two representatives within 25-30 minutes keeping in view the location of three buildings and their distance with the bidder's operating office. The bidders will informed about variety & frequencies of technical issues and other on-site conditions.**
- f) The IT representatives of contractor shall work under the instructions of the coordinator or any Official authorized by the Embassy and shall submit complaint sheets to such official for each complaint attended by them. The complaint sheet shall clearly define the nature of complaint, official's details and time taken for rectification of a complaint. The representatives are also required to get the complaint sheets signed by the respective end users.
- g) As far as possible, the repairs/maintenance shall be carried out within Embassy's premises 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 authorisation of the coordinator. If, in case, it is unavoidable, an official from the Embassy will

accompany the IT representative (on case-to-case basis) to get the equipment repaired. Hard-Disks or any other data storage device shall not be taken out of the Embassy's building under any circumstances;

- h)** The contractor shall coordinate with the Original Equipment Manufacturers (OEMs) to facilitate repair and maintenance of specialized equipment which are under warranty.
- i)** 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 after opening of the system/unit); system cleaning; software updates and system hardening as directed by the coordinator. A Preventive Maintenance Report shall be submitted to the coordinator every quarter. A penalty of Rub. 50/- per equipment not attended to under preventive maintenance, shall be levied;
- j)** The contractor shall prepare Wing/Office/Section-wise list of all the hardware as per Performa prescribed by the Embassy as and when required.
- k)** Labelling of Equipment will be carried out by the contractor, updated monthly and handed over to the coordinator. The Labelling/unique ID lists shall be handed over to the coordinator.
- l)** The contractor will be given a performa of maintenance record on daily basis. The contractor will be required to fill the details for every maintenance work done in the Embassy and will hand over the performa to the coordinator at end of the day.
- m)** The IT representative/engineers shall not be allowed to carry (while entering /exiting the office premises) any storage device. The CD/DVDs of all the required software/tool shall be provided by coordinator and taken back after installation/upgradation/configuration is complete. No change in policy/settings will be made in PCs and software, which not listed in the allowed installable software list given by the coordinator, shall not be installed in any PC without prior permission of the coordinator.
- n)** The Contractor shall ensure that the engineers/technicians are present in appropriate attire and possess valid ID cards/entry pass on all working days and when required on a non-working day. In case of engineers/technicians going on leave, alternate arrangements shall be made well in advance under prior intimation to the coordinator;
- o)** The contractor shall dismantle the discarded hardware without claiming any additional charges. Before taking the hardware to dismantling store/area (within Embassy), the storage device (if any) will be taken out of the equipment and handed over to the concerned official. Storage devices will be dismantled/broken in a separate process. The whole process shall be done in presence of the Embassy's official.

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SECTION-3

(Minimum Eligibility Criteria)

3) MINIMUM ELIGIBILITY CRITERIA:

Embassy of India, Moscow invites bids in **two bids system (Technical Bid and Financial Bid in separate sealed cover)** from service providers who fulfill the qualifying criteria as listed below:-

a) **Legally Valid Entity:** The Bidder shall be registered with appropriate Russian Authority for the IT related services. The bidder must be in existence for a **minimum period of 5 years as on 01.06.2020.**

b) **Registration and licenses:** **The Bidder must have appropriate licenses and registrations from all relevant authorities.** If it was found at a later stage that one or more relevant license and/ or registration is not obtained by the bidder, the work/job order may be cancelled and entire amount of Performance Guarantee would be forfeited at the discretion of the Embassy.

c) **Experience:** The bidder must have successfully completed 05 **(in number) yearly contracts** in this field during the last three years i.e. from 01.04.2017 to 31.03.2020. The bidder must be having at least **03 ongoing projects/ works** in the field of IT maintenance/AMC of IT hardware.

d) **Services:** Two dedicated IT representatives of the firm should be deputed for the services in Embassy offices at all time during office hours. The representative should reach within 20-30 minutes of request call.

e) **Expertise:** The IT representatives should have experience of working on Open source Linux based Systems, LAN networking system, Apache/Linux servers and resolving related issues. Representative having higher technical qualification (M.Tech/MSc/B.Tech/BSc/ITI or equivalent degree/diploma) in the field of CS/IT/ICT/Electronics/Instrumentation and experience will be taken into consideration during technical evaluation.

f) **Specific Project:** The firm must have worked with at least one organization whose IT infrastructure is based on Open Source Platforms at the end User and Network level.

g) The firm must have its registered office within the city of Moscow.

h) The annual turnover of the company should be minimum Rub 50,00,000/- (Ruble fifty lakh only) per annum. Audited statement of balance sheet of firm/company should be enclosed.

Note:

a) The above mentioned eligibility criteria must be supported by documentary proofs and the same may be provided at the time of submitting technical bids. Failing to do so, bids will be rejected by the Embassy.

b) If, at any given point of time, it was found that false information/certificates have been furnished by the bidder to fulfil the eligibility criteria, the work order will be cancelled and performance security alongwith the pending invoices till date will be forefeited. Further, the firm will be blacklisted and would not be allowed to participate in future. False claims made by the firm will be reported to the concerned authorities in Russia/India, as decided by competent authority of the Embassy.

Embassy of India
Moscow

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SECTION-4
(Tender Fee, EMD, Performance Security & Validity of Contract)

4.1. TENDER FEE & EARNEST MONEY DEPOSIT (EMD)

(a) Tender Fee : All the interested bidders have to provide non refundable tender fee of Rub 1,000/- (Rub one thousand only) by means of bank transfer only to account of Embassy of India, Moscow.

(b) Earnest Money Deposit (EMD) of Rub 200,000/- (Rubles two hundred thousand only) has to be deposited in the Embassy account by means of bank transfer only **failing which the bids will not be considered.**

(c) The submission of EMD is compulsory for all the Bidders, except those who are registered with the MSME, Central Purchase Organization, National Small Industries Corporation (NSIC) or the Ministry of External Affairs for the purpose.

(d) The EMD shall be returned to those bidders whose offer is not accepted by the Embassy within 30 days from the date of signing the agreement with the successful bidder. However, if the return of EMD is delayed for any reason, no interest/penalty shall be payable to the bidder. The EMD shall not carry any interest.

(e) EMD of the successful bidder will be returned on receipt of Performance Guarantee.

(f) EMD of a tenderer will be forfeited, if the tenderer withdraws or amend its tender or impairs or derogates from the tender in any respect within the period of validity of its tender. EMD will also be forfeited if the bidder fails to furnish the acceptance in writing within 7 days of award of contract.

4.2 PERFORMANCE SECURITY (PS) :

(a) The successful bidder has to deposit Performance Security which will be a sum equivalent to 5-10 % (at discretion of Embassy) of the accepted contract value in favour of Embassy of India, Moscow (payable at Moscow) in form of Bank Guarantee/Fixed Deposit Receipt (FDR), within two weeks from the date of issue of letter regarding award of work. The contract regarding award of work would be signed on receipt of Performance Security.

(b) Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the service provider. In case, the contract is further extended beyond the initial period, the Performance Security will have to be renewed accordingly. No interest shall be paid on Performance Security.

(c) The Performance Security will be forfeited by order of the Competent Authority in the Embassy in the event of any breach or negligence or non-observance of any terms & conditions of the contract or for unsatisfactory performance. On expiry of the contract, portion of the Performance Security, as may deemed fit by the Embassy sufficient to cover

any damages or incorrect or excess payments made on the bills to the firm, shall be retained.

(d) If the Contractor fails to provide the Performance Security at the time of signing of agreement, such failure shall constitute a breach of the contract and the Embassy shall be free to make other arrangements at the risk, cost and expense of the Contractor.

(e) On due performance and completion of the contract in all respects, the Performance Security will be returned to the Service Provider without any interest on presentation of an absolute 'No Demand Certificate' from the Service Provider.

4.3 VALIDITY OF CONTRACT

- a) The contract, if awarded, shall be valid initially for a period of ONE YEAR (01 year). The contract may be extended annually on year to year basis, for further 02 years [maximum tenure 03 years from the date of start of work initially] on same terms and conditions and same rates, subject to satisfactory services provided by the service provider. In case of breach of contract or in the event of not fulfilling the minimum requirements / statutory requirements, the client shall have the right at any time to terminate the contract forthwith in addition to forfeiting the performance security amount deposited by the Contractor and initiating administrative actions for black listing etc. solely at the discretion of the competent authority in Embassy of India, Moscow and/ or the Ministry of External Affairs, New Delhi.
- b) No demand for revision of rate on any account shall be entertained during the contract period.
- c) At the time of completion of contract, it shall be duty of contractor to hand over all related softwares/drivers/maintenance records/registers/inventories etc. to the Cyber Security Officer. The payment of the last month shall be released, only after successful handing over, as specified.

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SECTION-5
(General Terms & Conditions, Site visit and Paymnt terms)

5.1 At any time prior to the deadline for submission of bids, Embassy may, for any reason, whether on its own initiative or in response to the clarification requested by a prospective bidder, modify the bid document.

5.2 Any amendment in the bidding document, at any time prior to the deadline for submission of bids, shall be uploaded as 'corrigendum' on <http://eprocure.gov.in/epublish/app> and www.indianembassy-moscow.gov.in. Such amendments/modification shall be binding on all the prospective bidders.

5.3 The Embassy at its discretion may extend the deadline for the submission of bids if, the bid document undergoes changed during the bidding period, in order to give prospective bidder time to take into the consideration the amendments while preparing their bids.

5.4 The Embassy reserves the right to amend or withdraw any of the terms and conditions contained in the tender document or to reject any of the terms and conditions contained in the tender document or to reject any or all the tenders in whole or impart without giving any notice or assigning any reason. The decision of the Embassy in this regard shall be final and binding.

5.5 In case of any complaint, either as regards the nature of service or as regards the behaviors of the staff of the service provider on duty or otherwise, the agency would be intimated and would be required to take corrective measures promptly.

5.6 Quotation should be valid for four months (120 days) from the last date of submission of bids, which would be opened by the authorized officers in the presence of representatives of the firms present at the time of opening of the tenders. The date, time and venue of opening of bids will be intimated to the companies. Their authorised representative may like to be present at that time.

5.7 Normally the company quoting the lowest amount (L-1) would be awarded the work, if not found ineligible or the offer has not been considered by the Embassy for any other reason. **Only becoming the L1 firm would not be the sole criteria for availing the contract.** Embassy's discretion in this regard shall be final.

5.8 The Embassy reserves its right to revoke the contract at any time, if the services rendered are not found satisfactory during the period of the contract.

5.9 Termination: (I) The Embassy may, by written notice sent to the agency, terminate the contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the Embassy's convenience, the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective. (ii) The company may terminate the contract with a written notice of 03 months to Embassy specifying the reasons for termination. The agency would, however, may be requested by Embassy to carry out the work till the alternative arrangements are

made by the Embassy and the agency would agree to the same.

5.10 Draft Contract: A draft contract (in Russian language or along with certified English translation) must also be provided by bidders which will be signed with the successful bidder after completion of tender process, with the amendments, if any, proposed by the Embassy and agreed by the company. This tender document would, however form the integral part of the contract and would be binding on both parties.

5.11 Conflict of Interest: Bidders, and any of their affiliates shall be considered to have a conflict of interest and shall not be eligible for selection under any of the circumstances set forth below:

a) Conflicting Assignment/job: A bidder or any its affiliates shall not be hired for any Assignment /job that, by its nature, may be in conflict with this Assignment/job of the bidder to be executed for the same Employers.

(b) Conflicting Relationship: A bidder that has a business or family relationship with a member of the Embassy's staff who is directly or indirectly involved in any part of (i) the Preparation of the terms of reference of the Assignment /job, (ii) the selection process for such Assignment /job , or (iii) supervision of the contract, may not be awarded a Contract, until and unless the conflict stemming from this relationship has been resolved in a manner acceptable to Embassy.

(c) Bidder have an obligation to disclose any situation of actual or potential conflict that impacts their capacity in serving the best interest of Embassy, or that may reasonably be perceived as having this effect. Failure to disclose said situation may lead to the disqualification of the bidder or the termination of this contract.

5.12 The contractor shall not further sub-contract, the whole or any part of the contract, under any circumstances to a third party.

5.13 Only one proposal: Each bidder will submit only one proposal. If a bidder submits or participates in more than one proposal, all such proposal shall be disqualified.

5.14 Non Transferability: This tender is non transferable. The incomplete and conditional tenders will be summarily rejected.

5.15 Non withdrawal of bids: No bidder will be allowed to withdraw after e-submission of bids/ opening of the tender; otherwise the EMD submitted by the firm will be forfeited.

5.16 Integrity: The bidder must observe highest standards of ethics during the selection process and later during the execution of the work. Embassy may reject a proposal at any stage if it is found that the entity selected has indulged in corrupt or fraudulent activities in competing for or in executing the assigned work in question and may also declare the entity ineligible or blacklist it either indefinitely or for a stated period of time.

5.17 Consortium, Joint Venture, subletting, sub-contracting or hiring of services of other entity for execution of the services under this tender is not allowed.

5.18 If any dispute(s) arises with reference to any of the provision of the contract, the decision of Head of Mission shall be final and binding.

5.19 The contractor shall have to ensure their employees/representatives during the contract have an appropriate insurance of granting suitable compensation for unforeseen circumstances. In no case the Embassy would be liable for any compensation to any employee of the contractor.

5.20 In case the contractor backs out midway without the explicit consent of the Embassy, he shall be liable for recovery at higher rates, vis-a-vis, those contracted with contractor, which may have to be incurred by this 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 & the Performance Bank Guarantee amount shall stand forfeited;

5.21 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 monthly payment made to the contractor. The decision of the Embassy shall be final and binding in this regard;

5.22 The Bidder shall abide by and comply with all relevant laws and regulations which are followed particularly with respect to payment of wages to its employees, functioning of Company, Tax Returns etc.

5.23 Amendment of Bidding Document: At any time prior to the deadline for submission of bids, the Embassy may, for any reason, whether on its own initiative or in response to the clarification request by a prospective bidder, modify the bid document. The Embassy at its discretion may extend the deadline for the submission of bids if the bid document undergoes changes during the bidding period, in order to give prospective bidders time to take into the consideration the amendments while preparing their bids.

5.24 Site Visit

a) The bidder, at the bidder's own responsibility, cost and risk, is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract for execution of the works. The costs of visiting the site shall be at the bidder's own expense.

b) It shall be deemed that the bidder has visited the site/area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether he actually visits the site/area or not and has taken all the factors into account while quoting his rates.

c) All the bidders are requested to do the site visit on 24.07.2020 from 1100 hrs to 1500 hrs. A prior appointment should be made with Establishment Section of the Embassy of India (Tel. No. 495-7837535 /Extn. 333) for this purpose. Bank details of Embassy may be obtained at the time of visiting the site or through email at estt.moscow@mea.gov.in.

5.25. PAYMENTS

(a) After signing of contract, a price schedule shall be annexed to the Articles of contract according to which all payments shall be made to the Contractor.

(b) The prices in the Price Schedule shall be exclusive of any Service Tax/VAT or any other applicable taxes as may be levied by the Russian Govt. from time to time and the same shall be charged in addition to the applicable rates.

(c) The Contractor shall be paid on a monthly basis for the services rendered in the preceding month. The billing cycle will be the 1st of every month to the last day of the month. The Contractor shall submit correct invoice within 10 days of the succeeding month and payment shall be released within 30 days of submission of acceptable invoices subject to satisfactory performance during that period.

(d) No payment shall be made in advance nor any loan from any bank or financial institution will be recommended on the basis of the order of award of work.

(e) Mode of payment shall be electronic transfer to a bank account provided by the bidder for the purpose at the time of award of contract preferably in the local currency i.e. Russian Ruble. Acceptance of any other mode of payment or payment in any other currency would be at the discretion of the Embassy.

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SECTION-6
(Dispute Settlement, Force Majeure & Penalty Clause)

6.1 Dispute Settlement

If any dispute or difference arises between the parties hereto as to the representatives, interpretation, effect and implication of any provision of this agreement including the rights or liabilities or any claim or demand of any party against other or in regard to any other matter under these presents but excluding any matters, decisions or determination of which is expressly provided for in this tender, shall within 15 days (or such longer period as may be mutually agreed upon) from the date one party informs the other in writing that such dispute or disputes or disagreement exists, be referred to arbitration in accordance with the Rules of Arbitration and Conciliation Act 1996 and the rules framed there under for the time being in force. The award made in pursuance thereof shall be binding on the parties.

- The sole arbitrator shall be appointed by the mutual consent of both parties.
- The venue of the Arbitration shall be at Delhi/ as per discretion of Embassy.
- The language of arbitration proceedings will be English only.
- Each party shall bear and pay its own cost of the arbitration proceedings unless the Arbitrator otherwise decides in the Award.
- The provision of this clause shall not be frustrated, abrogated or become inoperative, notwithstanding this tender/agreement expires or ceases to exist or is terminated or revoked or declared unlawful.
- The Courts at New Delhi shall have exclusive jurisdiction in all matters concerning this Agreement/tender including any matter related to or arising out of the arbitration proceedings or any Award made therein.

6.2 Force Majeure

(a) Notwithstanding the provisions of contract, the Service Provider shall not be liable for forfeiture of its performance security, 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.

(b) For purpose of this clause, "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault of negligence and not foreseeable. Such events may include but are not restricted to acts of the Embassy either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

(c) If a Force Majeure situation arises, the Service Provider shall promptly notify the authority in writing of such conditions and the cause thereof. Unless otherwise directed by the Embassy in writing the Service Provider shall continue to perform its obligations under the Agreement as far as is reasonably practical and shall seek all reasonable alternative means not prevented by the Force Majeure event.

6.3 Penalty

- a) The AMC shall include rectification of all Hardware and Software problems. The engineers/representatives of contractor shall have to ensure that all calls are attended within 20-25 minutes of the request and the maximum time for repair of any system shall be up to two working days. In case of failure to do so, a penalty shall be charged for downtime at the rate of Rub 500/- per day or part thereof beyond the demarked time limit (48 hours from the time a complaint was lodged).
- b) The quality of service shall be evaluated on the basis of service feedback from the users. A penalty @ 1% of quarterly payment shall be levied for every 5% drop in the excellent service below 95% upto 80% and penalty @ 2% of monthly payment shall be levied for every 5% drop below 80%.
- c) A Preventive Maintenance Report shall be submitted to Cyber Security Officer every quarter. A penalty of Rub. 200/- per equipment not attended to under preventive maintenance, shall be levied.
- d) The contractor shall not change the engineers/technicians without prior clearance from the coordinator. Further that the contractor shall provide a substitute for a deployed engineer/technician, if required by the coordinator, within ten days of such requisition. Failure to do so may lead to termination of the contract and /or imposition of penalties by the Embassy not exceeding 10% of the total value of the contract.
- e) The penalties, if any shall be recovered from monthly payments/Performance Bank Guarantee.
- f) The Embassy reserves the right to terminate the contract in case the contractor consistently fails to provide services upto satisfactory level or on security ground.
- g) Any information security breaches attributed to the contractor's employees will attract penalties graded as per the nature and severity of the breach. The gradation of breaches and penalties attracted for each will be decided at the discretion of the competent authority in Embassy. Security breach scenario penalties may be deducted from the Performance Bank Guarantee provided by the contractor.
- h) 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 monthly payment made to the contractor. The decision of Head of Mission shall be final and binding in this regard.
- i) If the contractor backs out midway without the explicit consent of the Embassy, he shall be liable for recovery at higher rates. The above act of backing out shall automatically debar the contractor from any further dealing with the Embassy and the performance bank guarantee amount shall stand forfeited.

6.4 Corrupt or fraudulent practices

- a) It is expected that the bidders who wish to bid for this tender have highest standards of ethics.
- b) Embassy shall reject bid if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices while competing for this contract.
- c) Embassy may declare a bidder ineligible, either indefinitely or for a stated duration, if it at any time determines that the bidder has engaged in corrupt and fraudulent practices during the execution of contract.

Embassy of India
Moscow
TENDER NOTICE No. MOS/PROP/884/2/2020 dated 17.07.2020

SECTION-7
(Technical Bid)

ANNEXURE-A

The sealed envelope (containing Technical and Financial bid separately) supporting all the documents certifying the eligibility criteria must be submitted as per schedule to the Embassy of India, Moscow (address: Embassy of India, Vorontsovo polye 6-8, Moscow 105064).

Sl.	Document
1	Contact Details Form (Form-I)
2	EMD of Rs. 200,000/- + Tender Fee of Rs. 1,000/- (scanned copy of bank transfer for both amount)
3	Scanned copy of Affidavit (Form-II)
4	Certified copies of Registration and Incorporation particulars of Company/Firm from appropriate authorities (must be registered on/before 01.07.2015)
5	Certified copies relevant registration and licenses
6	Proof of experience of completion of similar nature of work during the last three years i.e. from 01.04.2017 to 31.03.2020 (Agreement copy of job order may be attached)
7	Work/experience certificate of IT representatives of service provider
8	Supporting documents for Specific Project
9	Audited balance sheet of firm/company certifying the annual turnover
10	Draft contract to be signed with the agency (Both in Russian and English languages)
11	Duly filled in financial bid (price schedule) in separate sealed cover
12	Any information/data/credentials that the bidder or any of his employees may come to possess or acquire during the course of their work shall not be disclosed to any one in any form. The bidder must submit undertaking in this regard. (Form-III)
13	Signature and seal of bidder on each page of tender documents needs to be submitted for agreeing to the terms and conditions of the tender documents.

Note:- a) A duly constituted committee will evaluate eligibility criteria of the bidders. Financial bids of only those bidders would be taken into consideration who have submitted documentary proof as sought in above table for fulfilling eligibility criteria and found eligible by duly constituted committee.

b) If, at any given point of time, it was found that false information/certificates have been furnished by the bidder to fulfil the eligibility criteria, the work order will be cancelled and performance security alongwith the pending invoices till date will be forfeited. Further, the firm will be blacklisted and would not be allowed to participate in future. False claims made by the firm will be reported to the concerned authorities in Russia/India, as decided by competent authority of the Embassy.

I hereby certify that the information furnished above is full and correct to the best of our knowledge. We understand that in case any deviation is found in the above statement at any stage, the company shall be black-listed and shall not have any dealing with the Embassy in future.

Signature of the authorized
signatory of the Bidder with
seal of the firm/company

Name: _____

Mob No. _____

Email id _____

Date: _____

Embassy of India
Moscow

TENDER NOTICE No. MOS/PROP/884/2/2020 dated 17.07.2020

SECTION-8
(Financial Bid)

ANNEXURE-B

Subject: Quotations for Annual Maintenance Contract for Computers, Peripherals, non-peripheral devices, Servers, Active & Passive components of Network in Embassy of India, Moscow

S No	Categorized scope of Work	Notable IT Hardware	Nos.	Quote price/ month (in Rubles)
1	Hardware (service, maintenance) and Software (Installation , Configuration) Support for PCs, Laptops and their peripherals their peripherals as detailed at point 1 (a,b); 2 (a,b,c,d); 3 (a to i); 4 (a to f); 5 (a to j) in Scope of Work.	Desktop PCs (includes CPU, Monitor, Keyboard, mouse)	210	
		Laptops	5	
		Printers	100	
		Scanners	3	
		Multi-functional Printers (Printer, Scanner, Photocopier, fax)	83	
2	Hardware (service, maintenance) and Software (Installation , Configuration) Support for other non-peripheral IT hardware as detailed at 1 (c,d,e); 2 (d,e); 3 (f); 4 (f); 5(i,j) in Scope of Work.	Office Photocopier Machines	18	
		Queue Machine	1	
		Projector System	2	
		Video Conference (VC) Systems	2	
		Shredders	50	
		Fax Machines,	15	
		Receipt printer, biometric machines and other similar non-peripheral devices	15	
3	Hardware (service, maintenance) and Software (Installation , Configuration) Support for existing Local Area Network (LAN) setup of Internet services as detailed at 1 (f,g); 2 (a,b,c,f); 3 (e); 4 (g,h,i), 5(i,j) in Scope of Work.	Existing LAN Points/Nodes	200	
		Network Switches	25	
		Network Routers (including ADSL Modems)	25	
		Media/UTP converters	1	
		Mounted racks	5	
4	Hardware (service, maintenance) and Software (Installation , Configuration) Support for Intranet	Intranet Server Hardware	4	
		UPS	4	
		Intranet LAN points/Nodes	30	

		Distribution Switches	10	
	System Servers as detailed at 1(h,i); 2 (a,b,c,g); 3 (e); 4 (g,h,i), 5(i,j) in Scope of Work.	Toggle Switches	10	

Total: _____ Rbls/Month

(The number of PCs, peripheral & non-peripheral equipment, Network components & their layouts may vary during the contract period since older/dysfunctional equipment continue to be disposed-off and new equipment purchased by the Embassy.)*

The above rate are exclusive of taxes etc.

Signature of the authorized
signatory of the Tenderer with
seal of the firm/company
Name: _____

Embassy of India
Moscow
TENDER NOTICE No. MOS/PROP/884/2/2020 dated 17.07.2020

(SECTION-9)
(Form I & II)

FORM-I

CONTACT DETAILS FORM

1	Name of the Company	
2	Name and designation of authorized representative	
3	Communication address	
4	Telephone and mobile No.	
5	Fax No.	
6	Email id	

Embassy of India
Moscow

TENDER NOTICE No. MOS/PROP/884/2/2020 dated _____

Form-II

(AFFIDAVIT)

AFFIDAVIT

I/we Partner(s)/
Legal Attorney/ Proprietor(s)/ Accredited representative(s) of
M/ssolemnly declare that :

1. I/we or our partners do not have any relative working in the Embassy of India, Moscow or the Ministry of External Affairs (MEA), New Delhi.
2. All information furnished by me/us in respect of fulfillment of eligibility criteria and information given in this tender is complete, correct and true. All documents/credentials submitted along with this tender are genuine, authentic, true and valid.
3. My/our bid shall be valid for a period of 120 days from the **last** date fixed for the bid submission in accordance with the Bidding Documents and shall remain binding upon me/us and may be accepted at any time before the expiry of the period.
4. If my/our bid is accepted, I/ we commit to submit a Performance Guarantee in accordance with the Bidding Documents.
5. If any information or document submitted is found to be false/incorrect, Embassy of India, Moscow may cancel my/our Tender and can take any action as deemed fit including termination of the contract, forfeiture of all dues including Earnest Money (EMD) and blacklisting of my/our firm and all partners of the firm etc.
6. I/we also declare that the Embassy of India, Moscow, Government of India, Govt. of Russia or any other Government body has not issued any show-cause notice or declared us ineligible or blacklisted us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
7. I/we also accept all the terms and conditions of this bidding document and undertake to abide by them; including the condition that Embassy of India, Moscow is not bound to accept highest ranked bid / lowest bid or any other bid that Embassy may receive.

(Signature of the Tender with Seal)

Seal of company with date:

ANNUAL MAINTENANCE CONTRACT BETWEEN THE EMBASSY OF INDIA, MOSCOW AND _____ COMPUTERS, PERIPHERALS, NON-PERIPHERAL DEVICES, SERVERS, ACTIVE & PASSIVE COMPONENTS OF NETWORK.

UNDERTAKING FOR NON-DISCLOSURE OF INFORMATION/DATA

The Annual Maintenance Contract (AMC), signed between the Embassy of India, Moscow, represented by T. J. Suresh, Counsellor (HOC) (hereinafter referred to as "The Customer") and M/S _____ (hereinafter referred to as "The Contractor") cover the maintenance of Computers, Peripherals, non-peripheral devices, Servers, Active & Passive components of Network in Embassy of India, Moscow;

I, the contractor, hereby undertake that any information/data which may come to the knowledge and/or possession of the company or any of the personnel of the company including those deployed with the Embassy, for execution of the Annual Maintenance Contract, shall not be disclosed to any other party under any circumstances during or even after the contract period is over;

I, the contractor, hereby undertake to furnish full details, as may be required, of all personnel deployed for the execution of annual maintenance contract to the Embassy, to facilitate background checks. I further undertake to immediately intimate the Embassy of any information that may come to the knowledge of the company, which may have a security implication.

I, the contractor, hereby undertake that the Embassy will be informed about legal, civil, criminal or security cases against the contractor or its representatives/engineers at least three years before the contract period and during the contract period.

For Contractor:

Signature:

Name:

Designation:

Seal of the Company:

Signed on

Witness:

1.

2.