

**Embassy of India
Moscow**

TENDER NOTICE No. MOS/PROP/885/01/2022 Dated 27.03.2023

**Annual Maintenance Contract for Computers and Peripherals, Non
Peripherals, Servers, Active & Passive components of Local Area Network
(LAN) in Embassy of India, Moscow**



सत्यमेव जयते

TABLE OF CONTENTS

Section	Content	Page No.
Section 1	Notice Inviting E-Tender	2
Section 2	Introduction, Scope of work	3-6
Section 3	Minimum Eligibility Criteria	7-8
Section 4	EMD, Performance Security, Validity of Contract & Payment terms	9-10
Section 5	General Terms & Conditions, Payments	11-14
Section 6	Dispute Settlement, Force Majeure & Penalty Clause	15-16
Section 7	Technical Bid & its submission proforma (Annexure A)	17
Section 8	Financial Bid & its submission proforma (Annexure B)	18-19
Section 9	Form I, Form-II & Form-III	20-22

Embassy of India
Moscow

SECTION-1
(NOTICE INVITING E-TENDER)

No. MOS/PROP/885/01/2022

Dated: **27.03.2023**

SUBJECT: Annual Maintenance Contract for Computers and Peripherals, Non Peripherals Servers, Active & Passive components of Local Area Network(LAN) 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 Local Area Network (LAN) in Embassy of India, Moscow. The important dates are as under:-

TENDER NOTICE No. MOS/PROP/885/01/2022		Dated: 27.03.2023
Important Dates		
Date of publishing		27.03.2023
Bid Document Download Start Date		27.03.2023
Clarification Start Date		28.03.2023
Bid Submission Start Date (offline by sealed envelope)		30.03.2023
Pre-Bid Meeting		10.04.2023 (at 1500 hrs)
Clarification End Date		14.04.2023
Bid Submission End Date (offline by sealed envelope)		17.04.2023 (till 17:00 hrs)
Date of Technical Bid Opening at Embassy of India, Vorontsovo Pole 6-8, Moscow		18.04.2023 (at 11:00 hrs)

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 Local Area Network (LAN) in Embassy of India, Moscow**'. EMD of Rbls. 150,000/- as mentioned in the tender document is payable by bank transfer in favour of "**Embassy of India, Moscow**" payable at Moscow, by 17:00 hrs on 17.04.2023 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.

(Naorem J. Singh)
Counsellor (HOC)
Embassy of India, Moscow
Vorontsove polye 6-8
Moscow-105064
[Email:-hoc.moscow@mea.gov.in](mailto:hoc.moscow@mea.gov.in)

TENDER NOTICE No. MOS/PROP/885/01/2022 dated 27.03.2023

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 Local Area Network(LAN) in Embassy of India, Moscow

2.2) **Scope of Work:**

The services comprise both preventive and corrective maintenance covering both hardware and software troubleshooting to make the systems and network operational.

Hardware Support:

1. Troubleshooting / 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) Photocopier Machines;
- d) Projector Equipment;
- e) All Network Devices which includes Switches, Routers, ADSL Modems etc.;
- f) Video Conferencing Systems which includes Plasma TV, DVR Device, audio/video compression system etc.;
- g) Paper Shredder, CD Shredder, Biometric Device and Billing Machine;
- h) Apache/Linux Servers and Windows based Proprietary Servers;
- i) Various kinds of issues occurring in the Local Area Network.

2. Installation and Configuration of:

- a) Newly purchased Computer System with the Proprietary OS or any other OS as per requirement;
- b) Different equipment of video conferencing systems to change mode of VC communication;
- c) Network devices (switch, router, connector etc.) by physical connections with the existing LAN setup;
- d) PCs on intranet servers by physical connections during up-gradation/replacement/location shifting.

Software Support:

3. Installation/up-gradation of:

- a) Proprietary Linux, Windows and Mac operating system in PCs, laptops;

- b) Drivers and Plugins required for working of Printers, Scanners, Biometric Devices etc. of various Make and Model for Linux, Windows and Mac Operating Systems;
- c) Proprietary Antivirus Software and its configuration;
- d) CD/DVD writing software in Various Operating Systems;
- e) Proprietary VPN tokens, Intranet Client in some PCs/servers;
- f) Firmware licenses/patches/updates in proprietary/Apache/Linux based intranet servers, video conferencing systems, PCs and peripherals;
- g) Various kinds of software required for day-to-day activities like Libre Office, GIMP, PINTA, Flash Players, Document Viewers etc., both in Linux and Windows.

4. Configuration/re-configuration of:

- a) VPN Tokens, hard-chipped DSC (Digital Signature Certificate) tokens, intranet clients, remote access client in PCs;
- b) Printer and Scanner Settings for its working both in Internet Connected as well as Standalone Systems;
- c) IP Address to Computer Systems, MAC Binding of IP Addresses to the Systems etc., NAT etc.;
- d) Switches, Routers, Firewalls and various Network Devices.

5. Other services:

- a) Implementation of IT policies as laid out by the Ministry;
- b) Assistance during major changes in IT policies at PC level and network level as well;
- c) To provide assistance to users on usage of Linux system, Libre Office and its various features, configuration of internet settings etc required for day to day activities;
- 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 Linux OS crash, using Open source tools;
- f) Assistance in taking Backup of the data as and when required;
- g) *Formatting the hard disk of discarded PCs* over-writing the disk with Zero binaries or using Open source tools;
- h) Creation of customized Virtual Machines (VM) on Linux OS for system access or any other purpose;
- i) Sanitization and formatting PCs infected with malware;
- j) Dismantling of *discarded IT hardware*;
- k) *Any other unidentified hardware/software support.*

2.3). 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) Representatives 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 equipment/servers/network devices/peripherals, understand different kind of work to be done on these devices, ensure the availability of two representatives within 2-3 hours keeping in view the location of three buildings and their distance with the bidder's operating office. The bidders will be 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 detailed complaint sheets as per format provided by the official for each complaint attended by them. 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 maintenance and repair shall include replacement of parts whenever necessary up to a value of Rbils. 2500/- excluding VAT in each case. This shall, however, not apply to consumables and new internet cabling work. The criteria of Rbils. 2500/- shall apply to each item (mouse, key board, power-supply unit, patch cable, RJ-45 connector, socket, toggle switch, PC & peripheral connecting cables, etc., even if more than one item are required for repair of any single unit/system). This shall also apply to the repair/replacement of items that may be physically damaged/burnt. 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 Embassy, 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;
- i) The contractor shall also provide technical support for any events of the Embassy.
- j) The contractor shall coordinate with the Original Equipment Manufacturers (OEMs) to facilitate repair and maintenance of specialized equipment which are under warranty.
- k) 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 Rbls. 50/- per equipment not attended to under preventive maintenance, shall be levied;

- l)** The Quarterly Payment for the Contractor will be released subject to successful resolution of all complaints occurring in the embassy on a timely basis as well as submission of the duly filled in status report for the month indicating status of all the complaints attended to in the format provided by the embassy. Also submission of Quarterly Preventive maintenance Report for all the devices is required.
- m)** The contractor shall prepare Wing/Office/Section-wise list of all the hardware as per Proforma prescribed by the Embassy as and when required.
- n)** Labeling of the Equipment will be carried out by the contractor, updated monthly and handed over to the coordinator. The Labeling/unique ID lists shall be handed over to the coordinator.
- o)** The contractor will be given a proforma 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 proforma to the coordinator at end of the day.
- p)** 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.
- q)** 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;
- r)** 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.

TENDER NOTICE No. MOS/PROP/885/01/2022 dated 27.03.2023

SECTION-3
(Minimum Eligibility Criteria)

3.1) MINIMUM ELIGIBILITY CRITERIA:

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

3.2) Technical Bid: The firm should fulfill the following criteria to qualify the Technical Bid:

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 01.01.2023. The Bidder must have appropriate licenses and registrations from all relevant authorities. The bidder must have filed tax returns for the last three years. The bidder should neither be blacklisted by any government department nor should have any Criminal Case be registered against the bidder or its owner or partners anywhere in Russia or India.

b) **Experience:** The bidder must have completed at least 3 similar projects/Works during last 5 years as on 01.01.2023. Relevant Work Order/Agreement/completion certificate should be enclosed.

c) **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 2-3 hours of request call.

d) **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. Necessary documents regarding qualifications and work experience in respect of both IT representatives should be furnished in this regard.

e) **Registered Office:** The firm must have its registered office within the city of Moscow.

f) **Annual Turnover:** The annual turnover of the company should be minimum Rbls. 50,00,000/- (Rubles fifty lakh only) per annum. Firm/Company's Balance sheet for the last three financial years (i.e. 01.01.2020-31.12.2022) 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 along with 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.}

(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.)

3.3) **Financial Bid:** The firm that qualifies the Technical Bid and has proposed the lowest total cost in Financial Bid will be recommended for award of the tender.

TENDER NOTICE No. MOS/PROP/885/01/2022 dated 27.03.2023

SECTION-4
(EMD, Performance Security, Validity of Contract & Payment terms)

4.1) EARNEST MONEY DEPOSIT (EMD):

(a) Earnest Money Deposit (EMD) of Rub 150,000/- (Rubles One Lakh and Fifty Thousand only) has to be deposited in the Embassy account by means of bank transfer only **failing which the bids will not be considered.**

(b) 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.

(c) The EMD shall be returned to those bidders whose offer is not accepted by the Embassy within 30 days from the date of opening of technical bids. 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.

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

(e) 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% 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 award of contract.

(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 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] as per the contract signed 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.

Embassy of India
Moscow

TENDER NOTICE No. MOS/PROP/885/01/2022 dated 27.03.2023

SECTION-5
(Other/General Conditions)

5.1) General Conditions:

(a) 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.

(b) 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.

(c) 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 bidder time to take into the consideration the amendments while preparing their bids.

(d) 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 in part without giving any notice or assigning any reason. The decision of the Embassy in this regard shall be final and binding.

(e) In case of any complaint, either as regards the nature of service or as regards the behaviours 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.

(f) 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.

(g) 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.

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

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

(j) 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.

(k) The contractor shall have to ensure their employees/representatives during the contract have an appropriate insurance of granting suitable compensation for unforeseen circumstances.

(l) 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.

(m) 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 quarterly payment made to the contractor. The decision of the Embassy or Ministry of External Affairs shall be final and binding in this regard;

(n) 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.

5.2) Termination:

(a) 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.

(b) 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.

5.3) 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.

5.4) 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 of 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.

5.5) **Non Transferability:** This tender is non-transferable. The incomplete and conditional tenders will be summarily rejected.

5.6) **Non** submission of bids/ opening of the tender; otherwise the EMD submitted by the firm will be forfeited.

5.7) **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.

5.8) **Clarification of Bid Documents:** A prospective bidder, requiring any clarification of the bid documents may email to ssmgt.moscow@mea.gov.in. Any clarification issued in response to the query raised by prospective bidders may form part of integral part of bid documents and it may amount to an amendment of relevant clauses of bid document.

5.9) **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;

5.10) **Pre-bid Meeting:** Pre-bid meeting shall be held with the eligible and intending bidders in the main Chancery building in Embassy of India, Moscow at **1500 hours on 10.04.2023** to clear the doubts of intending bidders, if any. Bidders should send all their queries to the email ssmgt.moscow@mea.gov.in. If further pre-bid meeting is required for complete and effective interactions, the date and time of the same shall be communicated at the end of 1st pre-bid meeting or later. All modifications / addendums /corrigendum issued regarding this bidding process shall be uploaded on website only and shall not be published in any Newspaper.

5.11) **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 in advance on a quarterly basis for the services to be rendered in the following quarter. The Contractor shall submit correct invoice within 10 days of the first month of the following quarter and payment shall be released within 20 days of submission of acceptable invoices subject to satisfactory performance during that period.

(d) No 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.

TENDER NOTICE No. MOS/PROP/885/01/2022 dated 27.03.2023

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 Ministry 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 2-3 hours of the request and the maximum time for repair of any system shall be up to two working days. They are also required to submit duly filled in complaint forms for each complaint attended to. In case of failure to do so, a penalty may be charged for downtime at the rate of Rbls. 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 Quarterly Preventive Maintenance Report shall be submitted to Cyber Security Officer every quarter. A penalty of Rbls. 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 up to 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) The bidders who wish to bid for this tender should 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/885/01/2022 dated 27.03.2023

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. no.	Document
1	Contact Details Form (Form-I)
2	EMD of Rub. 150,000/- (scanned copy of bank transfer)
3	Scanned copy of Affidavit (Form-II)
4	Certified copies of Registration, Office Address and Incorporation particulars of Company/Firm from appropriate authorities
5	Work Order/Agreement/Completion Certificate for completion of similar nature of work during the last five years as on 01.01.2023
6	Qualification/Work Experience certificate of 2 IT representatives of the Service Provider
7	Balance sheet of firm/company certifying the annual turnover from 01.01.2020-31.12.2022
8	Draft contract to be signed with the agency. Apart from the other terms and conditions, the agency should include the clause as under: "I agree to deploy two dedicated IT representatives to address the technical issues promptly."
9	Duly filled in financial bid (Price schedule at Annexure B)
10	Undertaking For Non-Disclosure Of Information/Data (Form-III)
11	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.

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/885/01/2022 dated 27.03.2023

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	Desktop PCs (includes CPU, Monitor, Keyboard, mouse)	206	
		Laptops	5	
		Printers	79	
		Scanners	5	
		Multi-functional Printers (Printer, Scanner, Photocopier, fax)	91	
2	Hardware (service, maintenance) and Software (Installation and Configuration) Support for other non-peripheral IT hardware	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 Local Area Network (LAN) setup of Internet services	Existing LAN Points/Nodes	200	
		Network Switches	12	
		Network Routers (including ADSL Modems)	3	
		Media/UTP converters	4	
		Mounted racks	11	

4	Hardware (service, maintenance) and Software (Installation, Configuration) Support for Intranet System Servers	Intranet Server Hardware	4	
		UPS	4	
		Patch Panel	13	
		Optical Cassettes	4	
		Total	--	

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

The above rates are inclusive of taxes etc.

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

Name: _____

Note:- The bidders are required to quote realistic rates keeping in view the cost of deployment of service representative, detailed scope of work and range of IT hardware included in service.

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/885/01/2022 dated 27.03.2023

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 M/S _____, NEW DELHI 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 Ved Prakash Singh, First Secretary (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 Ministry, for execution of the Annual Maintenance Contract, shall not be disclosed under any circumstances;

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.