

**Government of India**  
**Ministry of Environment, Forest & Climate Change**  
**SICOM**  
**Ground Floor, B-4 Wing, Deendayal Antyodaya Bhavan,**  
**CGO Complex, Lodhi Road, New Delhi- 110003**

**ONLINE TENDER**

**Notice Inviting Tender (NIT)**  
**for**  
**Annual Maintenance Contract of IT Equipments & Supply of IT Consumables**

**Ref. No.: SICOM/2021-22/Non-Consultancy/05**

**Date of Publication: 16<sup>th</sup> March 2022**

Tender Inviting Authority invites tender through Government e-Marketplace (GeM) from interested eligible, reputed, experienced and financially sound agencies engaged in the business of providing such services. The Contract will be initially for a period of two years and may be extended on mutual agreement.

**Summary Sheet**

<b>S. No</b>	<b>Particulars</b>	<b>Description</b>
1.	Name of Work	Annual Maintenance Contract of IT Equipments and Supply of IT Consumables
2.	Requirement	Maintenance of IT Equipments such as Desktop, Laptop, Printers along with supply of consumables like Toners, Drums etc.  Detailed Terms of Reference (ToR) may be seen at <b>Annexure- I</b>
3.	Method for obtaining NIT	Bidders can view/download complete bid document from <a href="https://gem.gov.in">https://gem.gov.in</a> or SICOM website <a href="http://sicom.nic.in">http://sicom.nic.in</a>
4.	Address of Client	SICOM, Ground Floor, B-4 Wing, Pandit Deen Dayal Antyodaya Bhavan, CGO Complex, Lodhi Road, New Delhi-110003
5.	Pre-Bid Meeting and Queries/clarifications	Pre- Bid meeting will be held online on 30 <sup>th</sup> March 2022 at 1100 hrs. The link for the meeting is <a href="https://societyof.webex.com/meet/sicommoef">https://societyof.webex.com/meet/sicommoef</a>  For any queries/ clarifications, the bidders can email at <a href="mailto:procurement.sicom@gov.in">procurement.sicom@gov.in</a> till 30 <sup>th</sup> March 2022 up to 1700 hrs.
6.	Amendments	In case of amendments, the same will be uploaded at GeM portal and <a href="http://sicom.nic.in">http://sicom.nic.in</a>

7.	Last date and time of receipt of Proposals	13 <sup>th</sup> April 2022 latest by 1400 hrs
8.	Submission of Proposal	Bidders must submit their Technical and Financial Proposals online at <a href="https://gem.gov.in">https://gem.gov.in</a>  Financial proposals of only those bidders will be opened who have been considered technically qualified
9.	Date and time of opening of Technical Proposal	13 <sup>th</sup> April 2022 at 1430 hrs
10.	Opening of Financial Proposals	Will be advised after scrutiny of Technical bid
11.	Bid Validity	90 days from the date of opening of Technical Proposals
12.	Tender Process	Please refer <b>Annexure- II</b>
13.	Eligibility Criterion	Please refer <b>Annexure- III</b>
14.	Supporting Documents	Please refer <b>Annexure- IV</b>
15.	Bid Security/Bid Security Declaration	The Bidders should sign and provide a Bid Security Declaration as per <b>Annexure- V</b>
16.	Terms & Conditions of the Contract	Please refer <b>Annexure- XII</b>

The documents unsigned/incomplete shall be summarily rejected.

The bidder submitting the tender would be presumed to have read and fully understood all the terms and conditions and instructions contained in the tender documents and parts/annexures thereof.

SICOM reserves the right to accept or reject any or all proposals without assigning any reason thereof.

SICOM  
New Delhi- 110003

## Terms of Reference (ToRs)

### Background

1. Society of Integrated Coastal Management (SICOM) has been established under the aegis of the Ministry of Environment, Forest and Climate Change (MoEFCC), Government of India with a vision for vibrant, healthy and resilient Coastal and Marine Environment for continuous and enhanced outflow of benefits to the Country and the Coastal Community. SICOM is the nodal agency for strategic planning, management, execution, monitoring and successful implementation of Integrated Coastal Zone Management (ICZM) practices across the country under National Coastal Management Program.

### Objectives of the Assignment

2. SICOM intends to hire a reputed/ experienced Agency to carry out the following services:
  - a) Annual Maintenance Contract of IT Equipments; and
  - b) Supply of IT Consumables on Rate contract basis with buy back.

### Scope of the assignment

3. The scope of the assignment would be to provide the maintenance to the various IT Equipments as appended below and to supply the Consumables for IT & Office Equipments on rate contract basis at the rates agreed upon, as and when required.

#### (i) Annual Maintenance Contract

The vendor will carry out the periodical maintenance and ensure the serviceability of all the IT equipment at SICOM. AMC will include repair & services with cost of defective/consumable parts to be borne by the SICOM. In case any IT Equipment is unserviceable, SICOM will intimate the vendor through mail / phone call. The vendor will have to adhere the timelines as mentioned in para 6 below. During the maintenance of IT Equipment, if any part needs to be replaced, the vendor will raise the invoice for that part and the same will be paid as per the actual over and the above the AMC Charges. The AMC charges will be paid by SICOM on quarterly basis.

The details of the various IT Equipment which will be covered under AMC are as under:

Item	Model No.	Quantity	Date of Purchase
Dell Desktop	OptiPlex 3050 All-In-One ( i7 Processor with 16 Gb )	15	31-12-2018
Lenovo Laptop	320s & 520s	6	31-12-2018
HP Laptop	15g-br105tx	2	31-12-2018
Canon Printer	IR-ADV C3330	1	31-12-2018

HP Printer	Color LaserJet MFP E77830	3	31-12-2018
HP Printer	LaserJet pro MFP M427fdn	10	31-12-2018
Dell Laptop	Latitude 3490(i7 Processor with 16 Gb)	5	31-12-2018
Samsung TV	49" LED TV	1	31-12-2018
Sony TV	85" LED TV- 4K	1	31-12-2018
Panasonic VC System	KX-VC1000SX	1	31-12-2018
Panasonic cordless phone	3800KX Series	5	31-12-2018
Tube binder	YTZ50	1	31-12-2018
Spiral Bind	8672	1	31-12-2018
Paper shredder Machine	NB2425	1	31-12-2018
Canon Camera	Canon power shot SX540 HS	2	31-12-2018
Cisco Controller with AP	Cisco Aironet 1800 Series	2	
Alphion Router	AONT-1143	1	
UPS Numeric Online	ONFINITI 3KVA -96 FM C	2	31-12-2018
Card Punching Machine	Card Punching Machine	1	
Panasonic Switch	KS-NS300	1	
Panasonic Switch	KS-NS320	1	
Cisco Switch	Catalyst 2960-x Series (48 ports)	1	
Cisco Switch	Cisco Switch	1	
Networking – Ca-6/Fiber	Data /Voice /fiber	all	31-12-2018

**Note** – In case any additional IT equipment is purchased during the contract period, the contractor will be responsible for maintenance of those items as well.

**(ii) Supply of Consumables for IT equipment**

The vendor will supply the consumables for IT Equipment of SICOM on Rate Contract Basis. The Rates quoted by the firm will be fixed for 2 years. The list of Consumables is as under. Please note that the quantities mentioned is only an estimate. The actual quantity may vary as per the requirement:

S. No.	Printer Model	Toner Details	Estimated Qty of item per year
1	Printer M427 FDN	HP CE 228 A Black	20
2	E-778xx Series- qnty 03	HP W9040 MC black Managed Laser Jet Toner	9
3	-----do-----	HP W9041 Cyan Managed Laser Jet Toner	9
4	-----do-----	HP W9042 MC yellow Managed Laser Jet Toner	9

5	-----do-----	HP W9043 MC Magenta Managed Laser Jet Toner	9
6	Printer Canon C3330	Cannon NPG 67 Black	3
7	-----do-----	Cannon NPG 67 Color Cyan	3
8	-----do-----	Cannon NPG 67 Color Yellow	3
9	-----do-----	Cannon NPG 67 Color Magenta	3
10	Cannon Colour Printer. Model MF8200C	Cannon 331Black cartridges	4
11	E-778xx Series-qnty 03	Black Managed Laser Jet Imaging Drum	3
12	-----do-----	Cyan Managed Laser Jet Imaging Drum	3
13	-----do-----	Yellow Managed Laser Jet Imaging Drum	3
14	-----do-----	Magenta Managed Laser Jet Imaging Drum	3
15	Printer Canon C3330	NPG 67 Drum Unit Black	1
16	-----do-----	NPG 67 Drum Unit Cyan	1
17	-----do-----	NPG 67 Drum Unit Yellow	1
18	-----do-----	NPG 67 Drum Unit Magenta	1
19	Miscellaneous IT equipments	Cordless Mouse for Desktop/ Laptop	5
20	-----do-----	Cordless Keyboards for Desktops/ Laptop	5
21	-----do-----	Cordless Mouse & Keyboard (combo) for Desktop/ Laptop	5
22	Microsoft Office 5 User		5
23	Tally ERP Gold		1
24	Panasonic Activation Key with PC Peripheral Licence for Video Conferencing	KX-VC 1000	1

### **Period of Contract**

4. The Agency will be appointed for an initial contract period of two years. Based on the satisfactory performance, the contract may be extended on mutual consent with the same terms and conditions.

### **Deliverables**

5. The deliverables of the Agency would be to:
- a) Maintain the IT and office Equipment as mentioned in para 3(i) above. The vendor will carry out the periodical maintenance and ensure the serviceability of the same. When any equipment does not work properly, the vendor will be informed through mail/ phone and the vendor will rectify the fault within the timelines as mentioned in para 6 below. The parts which need to be replaced will be paid by SIOCM as per actual.
  - b) Supply of Consumables for IT Equipment's (Rate Contract basis) at the rates agreed upon as on required basis.

## Timelines

6. The timelines for the assignment are as under:

<b>S. No</b>	<b>Activity</b>	<b>Timelines</b>
a)	Minor Fault	<ul style="list-style-type: none"><li>• Within 12 hours of intimation</li></ul>
b)	Major fault (which requires onsite replacement with the available spares)	<ul style="list-style-type: none"><li>• Within 24 hours of intimation</li></ul>
c)	Major fault (which requires onsite replacement for which the spares are not available)	<ul style="list-style-type: none"><li>• Within 48 hours of intimation</li></ul>
d)	Repair and servicing can be carried at Agency's workshop	<ul style="list-style-type: none"><li>• Within 7 days of intimation</li></ul>
e)	Supply of Consumables	<ul style="list-style-type: none"><li>• Within 3 days of Order placement</li></ul>

**Note: The Agency should be ready to carry out the work / supply the item within a short time keeping in view the urgent requirement of SICOM.**

## Tender Process

The tender will be processed following the Single stage Two Envelop system. The technical proposal and the financial proposal should be submitted simultaneously online by the bidder.

1. **Technical Proposal:** The Technical proposal will contain the following:
  - a) Supporting Documents as per **Annexure- IV**.
  - b) The Bidders should sign and provide a Bid Security Declaration as per **Annexure- V**.
  - c) Undertaking by the Bidder regarding the suspension/blacklisting as per **Annexure- VI**.
  - d) An authorized representative of the bidder shall sign the original submission letters in the required format and shall initial all pages. The authorization shall be in the form of a written power of attorney as per **Annexure- VII**.
  - e) Declaration by the bidder as per **Annexure- VIII**.
  - f) Conflict of Interest Declaration as per **Annexure- X**.

**Note: Price and other financial details must not be included in the technical proposal. In case the financial details are included in the technical proposal, the bid would be rejected. Proposals will also be rejected if the bidder fails to submit the required Bid Security Declaration along with the above certificates and documents.**

2. **Financial Proposal:** The Financial proposal will contain the following:
  - a) The rate should be inclusive of all taxes/ charges payable and GST to be shown separately as per **Annexure- XI**.
  - b) For evaluation purpose, the financial proposals including GST shall be considered.
  - c) No deviation of conditions or for change of specifications or additional rate will be entertained at any stage.

**The Contract will be awarded to the eligible bidder whose bid is found to be the lowest (including all applicable taxes & duties, Service Tax, GST etc.) and no correspondence with others shall be made.**

**Eligibility Criterion**

The eligibility criterion is as under:

1. The bidder shall be a firm/entity incorporated/ registered under the Indian Companies Act 1956/ 2013; or established under the Indian Partnership Act; LLP Act, 2008. In case of partnership firm, a copy of the partnership deed should be furnished.
  2. The bidder must have a valid PAN and should be registered for the purpose of GST.
  3. The bidder should have been in operation for the last 10 years.
  4. The bidder should have a minimum average annual turnover of INR 11 Lakhs (Rupees Eleven Lakhs only) during the last three financial years i.e. 2018-19, 2019-20 and 2020-21. Audited balance sheet and Profit and Loss account should be submitted accordingly for the last three financial years.
  5. The Bidder should sign and provide a Bid Security Declaration as per **Annexure- V**.
  6. The bidder or its subsidiary or its parent company should not have been suspended/ debarred/ blacklisted by any Central / State Government / Public Sector Undertaking in India on the date of opening of technical proposal. Undertaking as per **Annexure- VI** shall be submitted.
  7. Submission of Power of Attorney as per **Annexure- VII**.
  8. Experience of having **successfully completed similar works** to Government offices/ Departments/PSUs during last three financial years i.e. 2018-19 to 2020-21 should be either of the following:
    - a) Three similar completed works costing not less than INR 9,00,000/- each (Rupees Nine Lakh only) each
    - OR
    - b) Two similar completed works costing not less than INR 11,00,000/- each (Rupees Eleven Lakhs only) each
    - OR
    - c) One similar completed work costing not less than INR 17,00,000/- (Rupees Seventeen Lakhs only)
- Note:
- ✓ Purchase order/work order along with Satisfactory Completion Certificate shall be submitted as a proof.



- ✓ Similar work means “Providing/supplying branded IT Equipment” in Central Govt. Dept/State Govt. Dept/Central Autonomous Body/Central Public Sector undertaking, reputed Pvt Ltd Companies.
9. Apart from S. No. 8 above, the bidder should also provide a Satisfactory Completion Certificate (with regard to services provided) from Two organisations served during last three financial years i.e. 2018-19 to 2020-21.
  10. In case of Desktop, Laptop, Printer, the bidder must be manufacturer/agent authorised by the manufacturer/Authorised dealer.
  11. Bidder must be an authorized service partner of the Original Equipment Manufacturer (OEM) for HP and Dell with respect to the same issued by the OEM which shall be valid till March 2023 must be produced along with other eligible/qualifying documents.
  12. The prior experience and prior turnover are exempted for Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy and Start-ups as defined by Department of Industrial Policy and Promotion. The eligibility criteria of ‘Experience of firm’ and ‘prior turnover’ as mentioned at Paras 3 and 4 above are exempted for Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy and start-ups as defined by Department of Industrial Policy and Promotion. These firms will be given full marks for the above two parameters. In this service tender, the service being non-splitable, MSE or Startup quoting price within price band of L-1+15% (Fifteen per cent), that MSE/Startup may be considered at L1 price for combined evaluation for full/complete services, considering spirit of policy for enhancing the Govt. procurement from MSE/ Startup, provided it brings down their price to L-1 price in a situation where L-1 price is from someone other than MSE/ Startup. All such benefits can be given to MSE firms and Startups subject to furnishing of relevant valid registration certificate/ Udyog Aadhar Memorandum as per GFR 2017. Accordingly, in simpler terms, if MSE/Startup quote within the limit of +15% and ready to bring down the offered price to L-1 prices then the combined evaluation would be carried out as per rate of L-1 price for MSE/Startup. In case of MSE/Start-ups, the bidder shall submit the requisite documents along with the Undertaking as per **Annexure- IX**.
  13. Joint Ventures/ Consortiums are not allowed to participate under this assignment.
  14. In case any abnormally Low Bid is received, SICOM may reject the Proposal.

**Annexure- IV****Supporting Documents**

<b>S. No.</b>	<b>Technical Eligibility Criteria</b>	<b>Supporting Documents</b>	<b>Page No.</b>
1.	The bidder shall be a firm/entity must be incorporated/ registered under the Indian Companies Act 1956/ 2013; or established under the Indian Partnership Act; LLP Act, 2008	Certificate of Incorporation / Certificate of registration. In case of partnership firm, a copy of the partnership deed should be furnished	
2.	Name of the Agency with full address with pin code, Phone No, Fax No, email etc. along with the name of the Proprietor/ Partners / Directors	Details as stated should be submitted on the bidder's letter head	
3.	PAN Card	Self- Attested copy	
4.	Bidder should be registered with GST	Certified copy of the registration	
5.	The bidder should have been in operation for the alst 10 years	Certificate of Incorporation  In case of MSE & startups, a copy of valid registration certificate/Udyog Aadhaar Memorandum and other mandatory documents as per GFR 2017 shall be enclosed, failing which their tender will be liable to be ignored/rejected. Also Undertaking as per <b>Annexure- IX</b> shall be submitted	
6.	The bidder or its subsidiary or its parent company should not have been suspended/ debarred/ blacklisted by any Central / State Government / Public Sector Undertaking in India on the date of opening of technical bid	Undertaking as per <b>Annexure- VI</b>	
7.	Power of Attorney	As per <b>Annexure- VII</b>	

8.	The bidder should have a minimum average annual turnover of INR 11 Lakh (Rupees Eleven Lakhs only) during the last three financial years i.e. year ending 2018-19, 2019-20 and 2020-21	Audited balance sheet and Income statements should be submitted accordingly for the three financial years, as required  In case of MSE & startups, a copy of valid registration certificate/Udyog Aadhaar Memorandum and other mandatory documents as per GFR 2017 shall be enclosed, failing which their tender will be liable to be ignored/rejected. Also Undertaking as per <b>Annexure- IX</b> shall be submitted	
9.	The bidder must have successfully completed <b>similar services</b> during the last 5 financial years i.e. 2018-19, 2019-20 & 2020-21, should be either of the following:  Three similar completed services costing not less than INR 9,00,000/- (Rupees Nine Lakhs only) each <p style="text-align: center;">OR</p> Two similar completed services costing not less than INR 11,00,000/- (Rupees Eleven Lakhs only) each <p style="text-align: center;">OR</p> One similar completed service costing not less than INR 17,00,000/- (Rupees Seventeen Lakhs only)	Copy of Work orders and Completion Certificates shall be submitted	
10.	Satisfactory Completion Certificate from any two Organizations served during the last 3 financial years i.e. 2018-19, 2019-20 & 2020-21	Satisfactory Completion Certificates shall be submitted	
11.	In case of Desktop, Laptop, Printer, the bidder must be manufacturer/agent authorised by the manufacturer/Authorised dealer	Authorized service partner of the Original Equipment Manufacturer (OEM) for HP and Dell. Certificate with respect to the same issued by the OEM which shall be valid till 31 March 2023 must be produced along with other eligible/qualifying documents	
12.	Bidders should provide Bid Security Declaration	Declaration as per <b>Annexure- V</b>	

13.	Undertaking by the Bidder	Declaration as per <b>Annexure- VIII</b>	
14.	Conflict of Interest Declaration	Declaration as per <b>Annexure- X</b>	

**Bid Security Declaration**  
(on Letter Head)

**Ref. No.:** *[insert: title and ref. number]*

**To:** *[insert: name and address of Client]*

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid Security Declaration.

We accept that we, and in the case of a Joint Venture all partners to it, will automatically be suspended from being eligible for participating in bidding for any contract with you for the period of time of 24 months, in case of, and starting from the date of, breaching our obligation(s) under the bidding conditions due to:

- (a) withdrawing our bid, or any part of our bid, during the period of bid validity of 90 days or any extension of the period of bid validity which we subsequently agreed to; or
- (b) having been notified of the acceptance of our bid by you during the period of bid validity, (i) failing or refusing to execute the Contract Agreement, or (ii) failing or refusing to furnish the performance security, if required, in accordance with the Instructions to Bidders.

We understand this Bid Security Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of the period of bid validity.

If the submission of alternative bids was permitted, and in case we did submit one or more alternative bids, this Bid Security Declaration applies to these parts of our bid as well.

**Signed:** *[insert: signature of person whose name and capacity are shown below]*  
**Name:** *[insert: name of person signing the Bid Security Declaration]*, in the capacity of *[insert: legal capacity of person signing the Bid Security Declaration]*  
Duly authorized to sign the bid for and on behalf of: *[insert: name of Bidder]*  
**Dated** on \_\_\_\_\_ day of \_\_\_\_\_, 2022  
*[add Corporate Seal (where appropriate)]*

**Undertaking**  
(on Letter Head)

I \_\_\_\_\_ son/daughter of \_\_\_\_\_ resident of \_\_\_\_\_  
solemnly undertake that I am an authorized signatory of M/s \_\_\_\_\_  
(*insert name of the company with full address*) and I hereby undertake that we, our subsidiary/  
our parent company, have not been suspended/ debarred/ blacklisted by any  
Ministry/Department/Organization/PSUs on the date of opening of technical proposal.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Mobile Number: \_\_\_\_\_

**Power of Attorney**  
(On Letter Head)

We (name of the company and address of the registered office) do hereby appoint and authorize Mr./ Ms. (full name and residential address) who is presently employed with us and holding the position of \_\_\_\_\_, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid document for \_\_\_\_\_, including signing and submission of all documents and providing information/ responses to SICOM in all matters in connection with our bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said ----- pursuant to this Power of Attorney and that all acts, deeds and things done by him/her shall and shall always be deemed to have been done by us.

Dated \_\_\_\_\_ day of 2022

For

(Signature)

(Name, Designation and Address) Accepted

(Signature)

(Name, Title and Address of the Authorized Person) Date

**Note:** The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure. In addition, wherever required, the bidder should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the bidder.

In case the bid is signed by an authorized Director / Partner or Proprietor of the bidder, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

**Declaration by Bidder**

(On Letter Head)

- a) I/ We read and understood all the conditions and requirements in the tender document for Annual Maintenance Contract of IT Equipments and Supply of IT Consumables.
- b) I/ We hereby certify that all the information furnished above are true to my knowledge. I have no objection to SICOM verifying any or all the information furnished in this document with the concerned authorities, if necessary.
- c) In the event of any information or statement being found to be incorrect in any way and at any time, the same be construed to be a misrepresentation, enabling SICOM to avoid/ cancel any resultant contract and forfeit the Performance Security.
- d) I / we further undertake that as and when called upon by the SICOM for inspection, to produce original (s) of the documents of which copies have been attached hereto.
- e) The bid is valid till 80 days from the date of opening of Technical proposal.
- f) It is certified that I/ we have not been debarred or blacklisted from participation in Government tenders at the time of submission of this tender.
- g) I/ We also certify that, I/ We have understood all the terms and conditions indicated in the tender document and hereby accept the same completely and unconditionally.

Date

Signature of Bidder/Authorized signatory

Name of the Bidder

Seal of the Bidder



**Undertaking by MSE/Startups  
(on Letter Head)**

- a) I/ We have read and understood all the conditions and requirements in the tender document.
- b) I/ We are applying in this tender in the capacity of MSME/Startup and comply with all the laid down provisions as per General Financial Rules 2017 and as amended from time to time.
- c) The following documents, to substantiate my claim as MSME/Startup as required under GFR 2017, are enclosed:
- -----
  - -----
  - -----
  - -----
- d) I/ We hereby certify that all the information furnished above are true to my knowledge. I have no objection to SICOM verifying any or all the information furnished in this document with the concerned authorities, if necessary.
- e) In case I/ We haven't submitted any of the requisite/ mandatory documents as per GFR 2017 then SICOM reserves the right to accept or reject the proposal without assigning any reason thereof.
- f) In the event of any information or statement being found to be incorrect in any way and at any time, the same be construed to be a misrepresentation, enabling SICOM to cancel the proposal at any point of time.
- g) I/ We also certify that, I/ We have understood all the terms and conditions indicated in the tender document and hereby accept the same completely and unconditionally.

Date

Signature of Bidder/Authorized signatory

Name of the Bidder

Seal of the Bidder

**Conflict of Interest Declaration**  
(On Letter Head)

**Ref. No.:** *[insert title and ref. number]*

**To:** *[insert: name and address of Client]*

We, the undersigned, declare that as per the given terms and conditions in the tender document, there shall be no Conflict of Interest.

A bidder in this Tender process shall be considered to have a conflict of interest if the bidder:

- directly or indirectly control, are controlled by or are under common control with another Bidder; or
- receive or have received any direct or indirect subsidy/ financial stake from another bidder; or
- have the same legal representative/ agent as another bidder for purposes of this bid. A Principal can authorize only one agent, and an agent also should not represent or quote on behalf of more than one Principals. However, this shall not debar more than one Authorized distributor from quoting equipment manufactured by an Original Equipment Manufacturer (OEM), in procurements under Proprietary Article Certificate; or
- have a relationship with another bidder, directly or through common third parties, that put it in a position to have access to information about or influence the bid of another Bidder or influence the decisions of the Procuring Entity regarding this Tender process; or
- participate in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of a non-bidder firm as a sub-contractor in more than one bid; or
- would provide goods, works, or non-consulting services resulting from or directly related to consulting services (or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm), for the procurement planning (inter-alia preparation of feasibility/ cost estimates/ Detailed Project Report (DPR), design/ technical specifications, terms of reference (ToR)/ Activity Schedule/ schedule of requirements or the Tender Document etc.) of this Tender process; or
- have a close business or family relationship with a staff of the Procuring Organization who: (i) are directly or indirectly involved in the preparation of the Tender document or specifications of the Tender Process, and/or the evaluation of bids; or (ii) would be involved in the implementation or supervision of resulting Contract unless the conflict

stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tender process and execution of the Contract.

I/we have read and understood the above conditions and declare that there is no Conflict of Interest with regards to this assignment.

In case of any Conflict of Interest found during the tendering process or during contract period/implementation, we and in the case of a Joint Venture all partners to it, will automatically be suspended/ debarred/ blacklisted from being eligible for participating in bidding and further legal action as deemed fit may be initiated in this regard. The decision taken by Client will be final.

**Signed:** *[insert signature of person whose name and capacity are shown below]*

**Name:** *[insert: name of person signing the Conflict of Interest Declaration]*, in the capacity of *[insert: legal capacity of person signing the Conflict of Interest Declaration]*

Duly authorized to sign the bid for and on behalf of: *[insert name of Bidder]*

**Dated** on \_\_\_\_\_ day of \_\_\_\_\_, 2021

*[add Corporate Seal (where appropriate)]*

**Financial Bid**

**The financial bid should be submitted in the following proforma:**

Particulars	Amount
Total cost for AMC of IT Equipments	
GST @	
Total Price quoted	
HSN Code for the service	

**FORMAT FOR QUOTING PRICE FOR CARTRIDGE/ DRUMS FOR PRINTERS /MISCELLANEOUS IT EQUIPMENTS**

<b>S. No.</b>	<b>Printer Model</b>	<b>Toner Details</b>	<b>Estimated Qty per year</b>	<b>Rate per unit (excluding tax)</b>	<b>Buy back price</b>	<b>Net Amount</b>	<b>Price quoted</b>	<b>GST %</b>	<b>GST amount</b>	<b>Total price quoted including GST</b>	<b>HSN Code</b>
<b>a</b>	<b>b</b>	<b>c</b>	<b>d</b>	<b>e</b>	<b>f</b>	<b>g=e-f</b>	<b>h=g*d</b>	<b>i</b>	<b>j=h*i</b>	<b>k=h+j</b>	
1	Printer M427 FDN	HP CE 228 A Black	20								
2	E-778xx Series-qnty 03	HP W9040 MC black Managed Laser Jet Toner	9								
3	-----do-----	HP W9041 Cyan Managed Laser Jet Toner	9								
4	-----do-----	HP W9042 MC yellow Managed Laser Jet Toner	9								
5	-----do-----	HP W9043 MC Magenta Managed Laser Jet Toner	9								
6	Printer Canon C3330	Cannon NPG 67 Black	3								
7	-----do-----	Cannon NPG 67 Color Cyan	3								
8	-----do-----	Cannon NPG 67 Color Yellow	3								
9	-----do-----	Cannon NPG 67 Color Magenta	3								

10	Canon Colour Printer Model MF8200C	Canon 331 Black Catridges	4								
11	E-778xx Series- qnty 03	Black Managed Laser Jet Imaging Drum	3								
12	-----do-----	Cyan Managed Laser Jet Imaging Drum	3								
13	-----do-----	Yellow Managed Laser Jet Imaging Drum	3								
14	-----do-----	Magenta Managed Laser Jet Imaging Drum	3								
15	Printer Canon C3330	NPG 67 Drum Unit Black	1								
16	-----do-----	NPG 67 Drum Unit Cyan	1								
17	-----do-----	NPG 67 Drum Unit Yellow	1								
18	-----do-----	NPG 67 Drum Unit Magenta	1								
19	Miscellaneous IT equipments	Cordless Mouse for Desktop/ Laptop	5								
20	-----do-----	Cordless Keyboards for Desktops/ Laptop	5								
21	-----do-----	Cordless Mouse & Keyboard	5								

		(combo) for Desktop/ Laptop									
22	Microsoft Office 5 User		5								
23	Tally ERP ( Gold Edition with TDL )		1								
24	Panasonic Activation Key Licence with PC Peripheral Kit for Video Conferencing	KX-VC 1000	1								
	Total										

**AMC Charges as per Annexure – XI (A) =**  
**Financial quote as per Annexure -XI (B) =**  
**Total Cost = .....(in figure)**  
**Total Cost = .....(in words)**

**Important Notes:**

- *The above quoted rates will be valid for two years.*
- *Statutory dues, as applicable, is the liability of the bidder.*
- *In case of any increase/ decrease of GST, the Bidder will inform the same (with proof) to Client and thereafter, the Client will decide accordingly.*
- *The above rates are per unit basis. In case of any increase/decrease, the payment will be made on pro-rata basis.*

**Terms & Conditions of the Contract**

**A. General:**

1. The contract will be initially for a period of two years i.e. ----- 2022 to ----- 2024. The Contract may further be extended on the satisfactory performance of the agency and mutual acceptance on the same terms and conditions by both the parties.
2. The agency shall commence the services within 7 days of signing of the contract or as intimated by SICOM.
3. SICOM reserves the right to terminate/ curtail the contract at any time after giving 15 days' notice without assigning any reason.
4. The rates quoted by the agency are for a period of two years and no increase in the rates for any reason shall be allowed. In case of any extended period, the same rates will apply.
5. The agency will be responsible for compliance of all statutory provisions.
6. In case of breach of any of terms and conditions, the Competent Authority will have the right to cancel the Contract or to withhold payment in the event of non-commencement or unsatisfactory performance by the agency and nothing will be payable by SICOM in that event and the Security Deposit in the form of Performance Security shall be forfeited. In such eventuality, SICOM further reserves right to purchase the item from any other firm/ market and the cost of the same shall be borne by the agency. Agency can be de-barred or blacklisted if found to be indulging in wrong/ unethical practices or sub-standard material, at any time during the contract period.
7. The Agency shall be responsible for corrective maintenance of all IT Equipments. Any lapse in the maintenance of hardware by the Agency shall viewed seriously and the firm shall be penalized for the lapse as mentioned below.
8. The Agency shall maintain the equipment's as per manufacturers guidelines and shall use standard components for replacement. Until and unless written order of SICOM are issued, the original specification/characteristics/features shall not be change.
9. A logbook shall be maintained in which the onsite Support engineer of the Agency shall record all the complaints made. All the complaints received shall be attended by Agency in following manner:
  - a) Minor fault immediately.
  - b) Major faults within 24 hours of which requires onsite replacement with the available spares, if instructed by SICOM.



- c) Major faults within 48 hrs of which onsite spare parts are not available, excepts for the Laser Printer which are to be serviced from authorized service centers of manufactures.
  - d) The Agency shall be responsible for taking backup data and programs available on Personal Computers before attending the fault and shall be also responsible for reloading the same. The backup copies are to be returned to the users, under appropriate acknowledgement.
  - e) The Agency shall be responsible to coordinate with Manufacturer Company irrespective of all warranted laptop or Desktop Computer and peripherals etc. installed in SICOM Office.
  - f) If the equipment is required to be transported to the agency's/manufacturer's service workshop for repairs, the same shall be undertaken at the risk and cost of the agency.
  - g) The replacement of components shall be as per manufacturer's instruction and as per the decision of SICOM.
  - h) Repair and servicing of equipment can be carried out at the agency's workshop after attending the complaint by replacement method and the same shall be done within 7 days of the receipt of the complaints.
10. The Performance Security may be forfeited by order of the Competent Authority in the event of any breach or negligence or non-observance of any terms/ conditions of contract of for unsatisfactory performance or for non-acceptance of the work order.
11. During the contract period or even after expiry of the contract to cover any incorrect or excess payment made on the bills to the agency, shall be retained until the final audit report on the account of agency's bill has been received and examined.
12. For all disputes/ difference/ interpretation etc. whatsoever arising out of or relating to this contract, meaning and operation or effect of this contract of the breach thereof, decision of SICOM shall be final and binding on both parties.
13. In case the Agency fails to cope with the workload or doesn't render satisfactory services or dishonors the contract in any way, the contract awarded shall be liable to cancellation/termination summarily, without assigning any reason thereof, and the security deposit and payment due to him, if any, shall also be forfeited.
14. The agency shall not at any time sub-contract or assign in whole or in part its obligations, liabilities, privileges, benefits, and rights in or under this contract for any purpose and to any intent in favor of any third party without prior consent of the SICOM.
15. The agency undertakes to perform the services with the highest standards of the professionalism, ethical competence, integrity and character.
16. During the Contract period, in case statutory taxes and duties increases/decreases, agency will inform the same to SICOM.

17. The security deposit of the agency shall remain deposited with the SICOM during the period of contract which can be forfeited in case agency violates the terms and conditions of tender during this period and will not carry any interest.
18. The agency shall furnish, a Performance Security for an equal to 3% (three percent) of AMC Amount in the form of Bank Guarantee/ Demand Draft from any scheduled Bank in favour of the “Society of Integrated Coastal Management,” payable at New Delhi at the time of execution of contract which should remain valid for a period of sixty days beyond the date of completion of all contractual obligations by the agency. In case the contract is further extended beyond the initial period, the performance bank guarantee will have to be accordingly renewed by the successful agency.
19. No interest will be accrued and paid on the security deposits.
20. Decision of SICOM will be final and binding on the issues concerned with services rendered by the firm, timely disposal of complaints, replacing the spares with genuine ones, if required, and supply of original cartridges.

**B. Terms of Payment:**

21. No payment shall be made in advance.
22. AMC charges will be paid on Quarterly basis. Invoice for Spare Parts and consumable will be paid after completion of work. Duly signed bills in triplicate shall be submitted.
23. Payments, subject to Tax Deduction at Source (TDS) shall be processed within 21 days of the submission of the complete documents.

**C. Penalty:**

24. If the Agency does not attend the complaint within 24 hours from the time of registration of complaint via email/letter/telephone, a penalty @ INR 500 per day for the use shall be levied. If a sub- assembly of the equipment’s fails, the penalty shall be applicable for the same scheduled item.

**Timelines**

25. The timelines for the assignment are as under:

<b>S. No</b>	<b>Activity</b>	<b>Timelines</b>
a)	Minor Fault	<ul style="list-style-type: none"> <li>• Within 24 hours of intimation</li> </ul>
b)	Major fault (which requires onsite replacement with the available spares)	<ul style="list-style-type: none"> <li>• Within 24 hours of intimation</li> </ul>

c)	Major fault (which requires onsite replacement for which the spares are not available)	• Within 48 hours of intimation
d)	Repair and servicing can be carried at Agency's workshop	• Within 7 days of intimation
e)	Supply of Consumables	• Within 3 days of Order placement

26. If the fault is set right by replacing the defective sub- assembly and equipment, the same should be re-installed after servicing within 7 days (if 7th day falls on holiday then next morning day). In case of default, penalty be levied @ INR 500 per day.

27. If the above default continues on regular basis, SICOM reserves the right to cancel the contract without giving 15 days' notice and performance security of the Agency will be forfeited.

28. The unsatisfactory services rendered may lead to cancellation/ blacklisting of the agency.

29. SICOM is entitled to terminate this contract for any reason at its absolute discretion forthwith without notice without assigning any reason and without payment of any compensation, in the following cases:

- a) The agency is adjudicated insolvent by a Competent Court or files for insolvency or if the agency being a company is ordered to be wound up by a Court of competent Jurisdiction.
- b) If any charge sheet is filed by a Competent Authority of the Government against the Agency/ Company, or the agency is convicted by a criminal court on grounds of moral turpitude.
- c) For any reason whatsoever, the Agency becomes disentitled in law to perform his obligations under this contract.
- d) The Agency is involved in wrongful billing. In addition, hereto wrongful billing shall also result in the organization being debarred from participating in any other tender of the SICOM.

#### **D. Conditions in case of disputes:**

30. In the event of any dispute arising out in connection with the interpretation of any clause in the terms and conditions of the tender agreement, will be subject to jurisdiction of Courts of Delhi/ New Delhi.