# Tender

# for

- 1. Comprehensive Maintenance of Information Technology Infrastructure
- 2. Facility Management Services- Resident Engineer, Data Entry Operators, and
- 3. Website maintenance



# **Export Inspection Council of India**

(Ministry of Commerce & Industry, Govt. of India) 3<sup>rd</sup> Floor, NDYMCA Cultural Centre Building, 1, Jaisingh Road, New Delhi – 110 001 Tel: 011-23748188/ 89, 23365540 Fax: 011-23748024 www.eicindia.org

E-mail: eic@eicindia.org

Name of Work:

# Facility Management services

# Tendor for Information technology –Facility Management services for EIC and its 5 EIAs

Tender No.	:	EIC / D (Q/C) / T-193 / 2008-2009 / IT-FMS				
Type of Bid	:	Open tender to be submitted under one sealed envelope containing financial and technical bids, sealed separately.				
Last Data & Time of Submission of Bid Document	:	20/02/2009 by 1500 Hours				
Place of Submission of Bid Documents	:	Export Inspection Council (Ministry of Commerce & Industry, Govt. of India), 3 <sup>rd</sup> floor, NDYMCA Cultural Centre, 1 Jai Singh Road, New Delhi- 110 001				
Technical Bid Opening	:	20/02/2009 1530 Hours.				
Financial Bid Opening Venue of Opening of Technical Bid		27/02/2009 Conference Room, Export Inspection Council (Ministry of Commerce & Industry, Govt. of India), 3 <sup>rd</sup> floor, NDYMCA Cultural Centre, 1 Jai Singh Road, New Delhi- 110 001				

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# 1. BACKGROUND INFORMATION

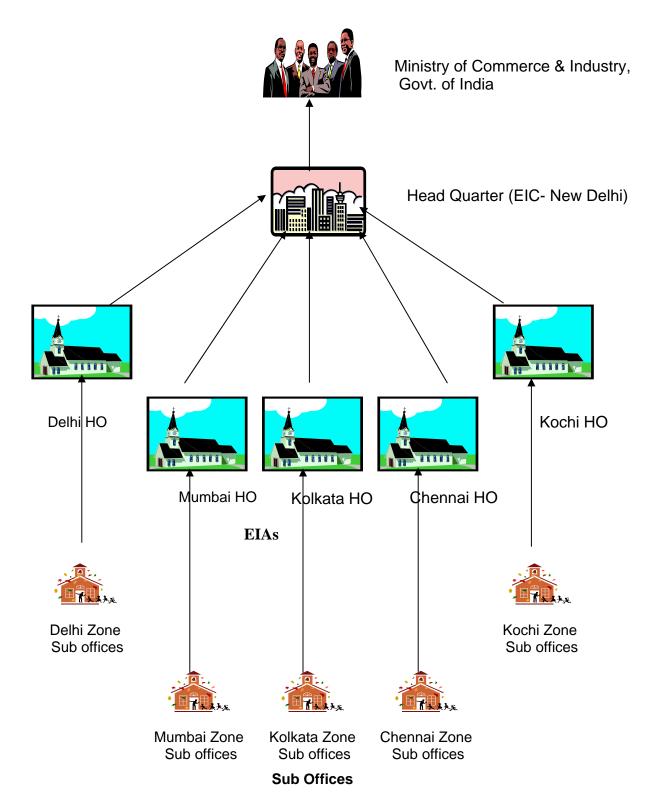
Export Inspection Council (EIC), a statutory body, was set up by the Govt. of India under Section (3) of the Export (Quality Control and Inspection) Act, 1963 for sound development of export trade of India through Quality Control and Inspection and for matters connected therewith. It provided services of Inspection and Certification through its field organizations, the Export Inspection Agencies (EIAs), located at Delhi, Mumbai, Kolkata, Kochi and Chennai with a network of 34 sub offices including laboratories equipped with the required logistic support and testing facilities at all major ports and industrial centres in India.

Services Rendered:-

EIC, either directly or through Export Inspection Agencies (EIAs), its field organizations, renders services in the areas of:-

- i. Certification of quality of export commodities through installation of quality assurance systems (In-process Quality Control and Self-Certification) in the exporting units as well as consignment-wise inspection.
- ii. Certification of quality of food items for export through installation of Food Safety Management Systems in the food processing units as per international standards.
- iii. Issue of different types of Certificates such as Health, Authenticity etc. to exporters under various product schemes for export.
- iv. Issue of Certificates of Origin to exporters under various preferential tariff schemes for export products.
- v. Laboratory testing services.
- vi. Training and technical awareness to the industry in installation of Quality and Safety Management Systems based on principles of Hazard Analysis Critical Control Point (HACCP), ISO-9001: 2000, ISO: 17025 and other related international standards, laboratory testing etc.
- vii. Recognition of Inspection Agencies as per ISO 17020 and Laboratories as per ISO 17025 and utilizing them for export inspection and testing.

# Present flow of Information between Ministry of Commerce and industry, EIC, EIAs and Sub Offices.



# 2. TERMS OF REFERENCE

# Subject: Export Inspection Council (EIC) Invites proposals for IT-Facility management Service provider which will provide the following services: -

2.1 **RESIDENT ENGINEER(RE) :** - Bidder will depute RE at sites where number of computer hardware 30 or more i.e at sites EIC, EIA-Delhi, Mumbai, Kochi, Chennai, Kolkata and RE will be assisted by a technician at these major sites in day to day activities at these major sites without any extra cost.

# 2.1.1 Hardware

- 2.1.1.1 Management and comprehensive maintenance of IT infrastructure.
- 2.1.1.2 Resolution of user calls related to Desktop / Laptop computers, printers etc. (day today problem fixing);
- 2.1.1.3 Troubleshooting and resolution of computer hardware problems related to monitors, CPU, Keyboard and Mouse etc.;
- 2.1.1.4 Complete server administration;
- 2.1.1.5 Troubleshooting of hardware related problems and coordination with vendors for warranty, spare replacements etc.;
- 2.1.1.6 Backup and restoration of data on servers/desktops as per backup policies;
- 2.1.1.7 First level troubleshooting, configuration and maintenance of printers, laptops, LAN switches, or other specialized equipment;
- 2.1.1.8 Monitoring and troubleshooting WAN / VPN / intranet etc.
- 2.1.1.9 Printer configurations / Management
- 2.1.1.10 Asset management and Asset verification;
- 2.1.1.11 Daily call and resolution reporting, infrastructure health status reporting, usage reporting, exception reporting.
- 2.1.1.12 Complete assistance in the event of crash and recovery of the data available in local machines, Network, local servers in case of system crash.
- 2.1.1.13 Web server and Exchange server administration collocated at VSNL IDC, at EIC only.

# 3.1.2 Software

- 3.1.2.1 Install / upgrade system software, operating systems and drivers, time -to -time.
- 3.1.2.2 Problem diagnosis and rectification on Operating System and Network Operating System.
- 3.1.2.3 Installation / Reconfiguration / Reinstallation of Operating System and Applications-E-Mail, Office Applications, Windows 9x / 2000 / XP from the original media provided by the EIC/EIAs.
- 3.1.2.4 First level troubleshooting on in-house software (including software developed by M/s Birlasoft) has to be provided. Working knowledge/Training on the software shall be provided by EIC/EIAs to Resident engineer (RE)
- 3.1.2.5 RE would study the user manual and provide help for rectification of related problems/call of the users.
- 3.1.2.6 RE would not do any modifications in the application code.
- 3.1.2.7 Complete assistance in the event of crash of any software.
- 3.1.2.8 Virus Control Services Diagnose and rectify any virus problems that can be fixed by the suitable & with latest anti-virus tool supplied by bidder (if required).
- 3.1.2.9 Website designing and periodic text updation (at EIC location only).

- 3.1.2.10 Installation and management of Windows 2003 enterprise, SQL Server enterprise, Exchange server enterprise, Cluster installation and data maintenance for generation of required reports, scheduling of emails and ensuring stability of mails traffic. (at EIC location only).
- 3.1.2.11 Spam Monitoring and control for emails filtering.

# 2.1.3 Network Maintenance Services

- 2.1.3.1 Management of LAN/WAN Network equipment including problem in wiring/IO box in LAN, swiches, patch cord etc. at all locations.
- 2.1.3.2 Network Troubleshooting LAN, Internet, Intranet by coordination with the vendor.
- 2.1.3.3 Restoration of connectivity of node with the server / VPN.
- 2.1.3.4 Assistance to users to log on to the network.
- 2.1.3.5 Configuration of printers and other Network peripherals on the network.
- 2.1.3.6 Attending corrective maintenance calls related to restoration of networking of hubs / switches / routers and other active components.
- 2.1.3.7 Domain Management and user management
- 2.1.3.8 Full familiarity with SLAs signed up with service provider (M/s VSNL and M/s Birlasoft etc.) and ensuring compliance.
- 2.1.3.9 Installation and management of proxy servers for accessing of internet/allied services by users. Requisite software/hardware, currently not available, shall be procured and provided by EIC/EIAs.

# 2.1.4 Back-Office Support

- 2.1.4.1 Escalated support available from certified professional, in case resident engineer is unable to complete the task.
- 2.1.4.2 Technical specialists available for onsite support on complex problems.
- 2.1.4.3 Online telephonic technical assistance available from the technical specialists.

# 2.1.5 Any other activity/duties assigned to bidder which is necessary for smooth functioning of EIC and EIAs

- 2.2 **COMPREHENSIVE ONSITE MAINTENANCE OF IT INFRASTRUCTURE:** The bidder will have to carry out following activities/works for onsite comprehensive maintenance of IT infrastructure, which inter-alia will include and replacement of parts (except consumables like printer tonner, ribbon etc.) as and when required.
- 2.2.1 Comprehensive Maintenance of Hardware:- The comprehensive maintenance shall cover complete IT infrastructure of around 474 PCs, Laser Printers and DMP are from HP,Sumsang, Wipro and from some other vendors. Location-wise indicative detail, number of equipments available with configuration and brand are available at Annexure under sr. 8 of this tender reference.
- 2.2.1 Comprehensive Maintenance of Network (LAN)- Local Area Network on CISCO/NORTEL manageable Switches installed at 7-locations namely EIC, EIA-Mumbai, Kolkata, Chennai, Kochi, Delhi, Pilot Test House, with Dlink-eCAT5/CAT6 cabling (20 year Certificate from Dlink), Patch cords, RJ 45, I/O box, Jack Panel etc.
- **2.2.2** EIC has warranty on some of the equipments from OEM. The maintenance shall be granted to the selected bidder for particular equipment as and when its warranty or AMC expires or completed with the current service provider.
- **2.2.3** Engineer shall be sent to Sub-offices within next-business day for comprehensive support and problem rectification.

**2.2.4** Escalation Matrix for EIC, EIAs and SOs has to be provided at each location.

# 2.3 DATA ENTRY OPERATORS: -

- 2.3.1 DEO provided by bidder shall do the data entry / typing work as per requirement of the concerned office.
- 2.3.2 DEO shall have a Typing speed of 40 wpm in English and Data entry speed minimum 8000 key depressions.
- 2.3.3 DEO shall be well conversant with various computer applications including Internet Explorer, web-browsers, MS Word, Excel and simple packages.

# 2.4 Modus Operandi of the Resident Engineer: -

- 2.4.1 **Timings-** As per EIC/EIAs calendar
- 2.4.2 **Call logging -**Through telephone, e-mail or by personally intimating the RE.
- 2.4.3 **Asset Management and equipment History** Complete asset management and document the nature of problem occurring in a particular machine and identifying it to a particular component or software shall be maintained by resident engineer for EIC/EIA (HO) and its concerned Sub- offices.
- 2.4.4 **On-call support** for non-resident locations i.e. at Sub-Offices / Labs etc. in case of urgent cases.
- 2.4.5 **Standby equipments** Bidder will provide standby equipment with resident engineer at EIC and 5 EIAs of equivalent configuration and take the faulty equipment under repair/replacement as the case may be. Record of these items should be maintained separately by RE at respective locations.
- 2.4.6 **In case of absence/transfer** of the resident engineer, replacement should be immediate with no gaps in the support operations. Knowledge transfer to the new resident engineer should be completed within the shortest possible time by the bidder at his own cost.
- 2.4.7 RE once deputed at site and if services are good then it should not be replaced for whole contract period. In case of resign, bidder will intimate the EIC/EIA office and provide immediate replacement and knowledge transfer to the new resident engineer should be completed within the shortest possible time by the bidder at his own cost.
- 2.4.8 in writing and give one month notice, without following it, one month salary of RE will be deducted from the invoice.
- 2.4.9 Trained backup RE shall be provided in case of absence/leave of the RE at respective site and backup engineer must be fully trained by bidder for respective location on their own cost.
- 2.4.10 In case of urgency RE would be called on holidays also.
- 2.4.11 Resident Engineer posted at EIC or EIA (HO) can be deputed at the sub office of EIA-HOs, if needed at the cost of bidder.

2.4.12 Bidder should provide each RE with a mobile phone at his own cost (Fixed cost Recurring cost), so that he can be contracted in case of any services. All the mobile numbers have to be provided to EIC/EIAs.

# 2.4.13 Qualification and other condition:-

- 2.4.13.1 RE shall be minimum Diploma holder in IT/computer and should have required certifications in the area of requirements as mentioned in the responsibilities of RE with minimum 2 year relevant experience.
- 2.4.13.2 Bidder must strictly adher to govt. of India norms like PF/EPF/statutory requirements regarding minimum salary/wages. Bidder shall produce documents in this regards whenever asked by EIC.

# 2.5 Modus Operandi of the Data Entry Operator: -

- 2.5.1 **Data Entry Operators** at 5-EIA (HO) located at Mumbai, Kolkata, Kochi, Delhi Chennai each, who will look after data entry / typing work on the computers being provided by concerned EIAs.
- 2.5.2 **Timings-** As per EIC/EIAs calendar
- 2.5.3 Required DEO would be trained on Integrated Computerization Project (ICP) application software developed by M/s Birlasoft by respective site.
- 2.5.4 Backup for DEO shall be provided in case of absence/leave of DEO. Payment for the absentee days may be deducted.
- 2.5.5 Trained backup DEO shall be fully trained by bidder for respective location on bidder own cost.
- 2.5.6 Exact required number of DEO at each location would be informed to successful bidder separately. Bidders shall provide DEO within 2 weeks of request of EIC or EIAs.
- 2.5.7 In case of urgency DEO would be called on holidays also.

# 2.5.8 Qualification and other condition for DEO: -

- 2.5.8.1 The DEO shall be minimum 10+2 with diploma/certificate (six month or more duration course) in computer applications from reputed institute.
- 2.5.8.2 Bidder must strictly adhere to govt. of India norms like PF/EPF/statutory requirement regarding minimum salary/wages. Bidder shall produce documents in this regards whenever asked by EIC.
- 2.6 Details of existing Hardware / Software / Network for comprehensive onsite maintenance: Detail given at sr. no. 8( Annexure)
- 2.6.1 Detail of Hardware/software/Network equipments is as per the annexure given at sr. no. 8, It may be finalized after the physical verification of the successful bidder along with the EIC/EIA officials.

# 3. TECHNICAL AND COMMERCIAL ELIGIBILITY AND BID FORMAT: -

# 3.1. Bidder Eligibility Criteria: -

- 3.1.1. Total turnover not less then Rs. 50 crore and revenue from services must be at least Rs. 5 crore in the last two financial years.
- 3.1.2. Minimum 3 years experience in Information Technology-Facility Management Services.

- 3.1.3. Three similar assignments of amount Rs. 15 Lakhs each or above undertaken by bidder organization in the past three years preferably for Govt. deptt/Undertaking/PSE etc. preference will be given to multiple site assignments.
- 3.1.4. Bidder should provide EPFO/service agreement of the personnel.
- 3.1.5. Bidder should preferably have direct presence at Delhi, Kolkata, Chennai, Mumbai and Kochi

# 3.2. Format for Technical Bid: -

1.	Name of Firm
2.	Constitution
3.	Year of establishment/Registration
4.	Address
5.	Phone Number
6.	ISO certification
7.	PAN number
8.	Fax Number
9.	E-Mail
10.	Key Contact person(s)
11.	Office Branches (number) with contact detail (s)
12.	Details about EMD (refundable) of Rs.50,000/- in the form of demand draft drawn in favour of Export Inspection Council of India, payable at New Delhi.

Demand Draft Number	Name of Issuing Bank	Draft Issuing Date

13. Details of annual turn over\* during the last two financial years.

Year	2006-2007	2007-2008
Total turn over		
(in Rs. Crores)		
Turn Over from Facility		
Management Services		

**14 Details about experience** of having successfully completed at-least three projects on Facility management Services: -

\*Should be supported by original certificate from a firm of Chartered Accountant.

# 3.3. Format for Technical capability (supported with relevant papers): -

1.       Please state the number of technical staff on regular payroll with EPF number.         2.       Please provide details pertaining to employees: skilled staff, representative profile (break-up qualification and experience wise, details of relevant experience likely to be deputed as Resident Engineers for EIC and EIAs (HO).         3.       Please give details of Key Technical and Administrative staff in the organisation with their Qualifications.         4.       Number and details of similar assignments undertaken.         5.       Value of projects undertaken         6.       Internal processes (certifications, Quality and Organizational processes).	
<ul> <li>staff, representative profile (break-up qualification and experience wise, details of relevant experience likely to be deputed as Resident Engineers for EIC and EIAs (HO).</li> <li>3. Please give details of Key Technical and Administrative staff in the organisation with their Qualifications.</li> <li>4. Number and details of similar assignments undertaken.</li> <li>5. Value of projects undertaken</li> <li>6. Internal processes (certifications, Quality and</li> </ul>	
Administrative staff in the organisation with their Qualifications.         4.       Number and details of similar assignments undertaken.         5.       Value of projects undertaken         6.       Internal processes (certifications, Quality and	
<ul> <li>5. Value of projects undertaken</li> <li>6. Internal processes (certifications, Quality and</li> </ul>	
6.     Internal processes (certifications, Quality and	
7. List major awards/achievements/accreditation's.	
8. Professional Memberships.	
9. Client certificates.	
10. List at least three similar assignments undertaken by your organisation in the past three years. Give details of the assignment together with the client contact and address (Telephone No./Fax Nos./e-mail).	
11. List of the current projects/assignments in hand. Give the details of the projects, together with the value and scheduled duration.	
12. Mapping of EIC 41 locations as mentioned in clause –6 of the tender document with the locations of bidder. Prefrence shall be given to companies having maximum direct presence at each location of EIC, EIAs and its sub offices.	
13. Escalation matrix	
14. Any other relevant Information	

# PERFORMA FOR TECHNICAL DEVIATIONS: -

Following are the Technical deviations & variations from the exceptions to the specifications. These deviations and variations are exhaustive. Except these deviations and variations, the entire work shall be provided as per your specifications and documents.

entite	WUIK SHAILUG	<u>e provided a</u>	s per your specifications and documents.
S.No.	Clause	Page	Statement of Deviations and Variations
	No.	No.	
Date:			Signature:
			Name:
Place: Seal:			

# 3.4. Format for Commercial Bid: -

The cost quoted for all the services should be inclusive of all hidden costs. No payment over and above the cost quoted would be made by EIC except for service tax as applicable.

# 3.4.1. Resources – Resident Engineer: -

01111	Resources – Resident Engineer	•		(Rate in INR)
S. No.	Description	Qty	Rate per unit / per month	Rate per Annum
1.	Resident Engineer at EIC	1		
2.	Resident Engineer at EIA (HO) Delhi, Kochi, Kolkata, Chennai and Mumbai	5		
	TOTAL			

# 3.4.2. Maintenance of IT infrastructure: -

Break-up of cost of providing comprehensive maintenance services of IT infrastructure: -

			(Rate in INR)			
S. No.	Description	Provision	Rate per unit / per month	Rate per Annum		
1.	Personal Computer- Desktops	Onsite				
2.	Laser Printer 6L	Onsite				
3.	Laser Printer HP 2100	Onsite				
4.	Laser Printer HP 4100/1022	Onsite				
5.	Laser Printer Samsung 1210	Onsite				
6.	Laser Printer Samsung 7300	Onsite				
7.	Wipro 540(80 col)	Onsite				
8	Wipro/EPSON 1050(132 col.)	Onsite				
9.	Laser color HP 4650	Onsite				
11	MFD 1390 MF	Onsite				
12.	CD/DVD Writer Iomega	Onsite				
13.	Dlink 24 port unmanaged Switch	Onsite				
14.	Dlink 8 port unmanaged switch	Onsite				
15.	CISCO 2950 24-port managed Switch	Onsite				

# 3.4.3. Resources- Data Entry Operator: -

				(Rate in INR)	
S. No.	Description	Qty	Rate per unit / per month	Rate per Annum	
2.	Data Entry Operators at EIA (HO) Delhi, Kochi, Kolkata, Chennai and Mumbai as per reuirement.	1			
	TOTAL				

# PERFORMA FOR COMMERCIAL DEVIATIONS: -

Following are the Commercial deviations & variations from the exceptions to the specifications. These deviations and variations are exhaustive. Except these deviations and variations, the entire work shall be provided as per your specifications and documents.

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S.No.	Clause	Page	Statement of Deviations and Variations		
	No.	No.			
Date:			Signature:		
			Name:		
Place: Seal:					

# 3.5. Bidding Process: -

A two-stage bidding process will be followed. The bidders should submit their proposal in (Hard copy and Soft copy) in two parts viz. 'Technical Bid' and 'Commercial Bid' in separate sealed envelopes. The 'Technical Bid' will contain the documents in support of the EMD, general format, scope, and comprehensive details. The 'Commercial Bid' will contain the commercial offer. The 'Technical Bid' should Not contain any commercial information at all, if found so the bid would be summarily rejected. The bidder can propose more than one solution by specifying various options in the Technical Bid.

At first stage, only the 'Technical Bid' will be opened and evaluated. Those bidders satisfying the technical requirements of the facility management Services tender as asked by EIC and accepting the Terms and conditions of this document shall be short-listed and may be called for a presentation.

Under the second stage the Commercial Bids of only the short listed bidders shall be opened.

EIC reserves the right to change the specifications for the final bid based on the technical presentation of the various bidders. Bidders shall be then asked to submit their technical / commercial bids on any other suitable day as decided by the committee constituted by EIC for this purpose.

EIC directly or through the committee constituted for this purpose reserves the right to accept or reject any proposal without assigning any reason whatsoever.

# 4. Terms and conditions:

- 4.1. **Rates:** The charges quoted should include the entire infrastructure required to render the services without any hidden charges. All costs in the bid should be expressed in Indian Rupees without any dependence on exchange rate, duty or tax structure. No payment over and above the quoted charges will be made by EIC, except Service tax as applicable.
- 4.2. **Indemnity:** Bidder shall indemnify, protect and save EIC against all claims, losses, costs, damages, expenses, legal suits and other proceedings, resulting from failure or mal-functioning of the equipment or facilities provided as above or resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all the hardware, software and network equipment etc. It shall be at EIC's discretion to enforce a penalty to make up for the losses incurred due to any of the above reasons.
- 4.3. **Technical Inspection and Performance Evaluation:** EIC may carry out a visit to the Bidders premises to assess the level of services and facilities etc. & performance evaluation (bench-marking) of solutions offered during the process of Technical Evaluation or thereafter, if required.

# 4.4. Payments:

- 4.4.1. Payments for cost will be made by EIC quarterly in arrears i.e. after end of quarter on submission of invoice and performance reports.
- 4.4.2. In case of reduction in cost, benefit shall be given to EIC.
- 4.5. **Publicity:** Any publicity by the vendor in which the name of EIC is to be used should be done only with the explicit written permission of EIC.
- 4.6. **Performance Bank Guarantee:** The successful bidder shall furnish, for the due and faithful fulfillment of the contract by him, a security deposit equivalent to 10% of the annual value of the contract valid for Eighteen (18) months, which would be extended subsequently with the renewal of the contract. Bank Guarantee performa is given in this document.
- 4.7. The work would be initially awarded for one year, which would be extended on yearly basis for subsequent years if the performance of the bidder were found satisfactory.
- 4.8. **Forfeiture of EMD: -** EIC has the right to forfeit EMD in case any information / data submitted by bidder is found to be incorrect / false / fabricated or selected bidder fails to submit Performance Bank guarantee.
- 4.9. Return of EMD to unsuccessful bidder after 45 days of the actual date of contract.

# 4.10. Force Majeure: -

- 4.10.1. Notwithstanding the provisions of the tender, the Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its failure to perform its obligations under the contract is the result of an event of Force Majeure.
- 4.10.2. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the client, either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 4.10.3. If a Force Majeure situation arises, the Bidder shall promptly notify the client in writing of such conditions and the cause thereof. Unless otherwise directed by the EIC in writing, the Bidder shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event, the client may terminate this contract by giving a written notice of minimum 30 days to the Bidder, if as a result of Force Majeure, the Bidder being unable to perform a material portion of the services for a period of more than 60 days.
- 4.11. In case of any damage / theft of EIC resources (Hardware / Software / Network / Database) appropriate compensation shall lies on the bidder.
- 4.12. In case of urgent / mission critical applications / failure bidders shall provide corrective maintenance support on Holidays beyond working hours.

### 4.13. Governing Law and Disputes

All disputes, differences, claims and demands arising under or pursuant to or touching upon this contract shall be referred to the arbitration of Director, Export Inspection Council,  $3^{rd}$  Floor – NDYMCA Cultural Centre Building, 1 Jai Singh Road, New Delhi – 110 001 New Delhi. The award of the sole arbitrator shall be final and binding on both the parties under the provisions of the Arbitration and conciliation Act, 1996 or any statutory modification / reenactment thereof for the time being in force. Such arbitration shall be held at New Delhi.

The IT-FMS vendor shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by EIC or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator or the umpire, as the case may be, is obtained.

The venue of the Arbitration shall be in Delhi. Any disputes would be subject to jurisdiction of Delhi courts only.

# 5. INSTRUCTIONS TO BIDDERS

- 5.1. The cost of bidding and submission of tender documents is entirely the responsibility of bidders, regardless of the conduct or outcome of the tendering process.
- 5.2. Language of Bids: The bid and supporting documents shall be submitted in English.
- 5.3. Period of bid validity: -The bids shall be valid for a period of **90 days** from the closing date of the bid.
- 5.4. Format and Signing of bid: Each page of the bid document must be signed and duly stamped by an authorized person of the bidding firm. Each bid will be submitted in the legal name of the Bidder.
- 5.5. Last Date for acceptance of Bids: -Duly completed sealed Bids along with all supporting documents should reach the address given below latest by 20<sup>th</sup> February 2009 1500 Hours. Incomplete bids shall be summarily rejected.

### То

Additional Director Export Inspection Council of India (Ministry of Commerce & Industry, Government of India) 3rd Floor - NDYMCA Cultural Centre Building, 1, Jaisingh Road, New Delhi – 110 001.

- 5.6. Any bid received after due date & time will not be entertained.
- 5.7. Bids without supporting documents will not be entertained.
- 5.8. Signing of Contract: -The successful bidder shall be required to enter into a Service Level Agreement with EIC.
- 5.9. Enclosures of Tender Document. The bidder must submit the following documents with the tender:
- 5.9.1. EMD of amount Rs. Rs.50,000/- (Rupees Fifty Thousand only) in the form of demand draft favoring **Export Inspection Council of India, payable at New Delhi**, to be submitted with Technical Bid.
- 5.9.2. Point wise compliance of the Terms and conditions enumerated in the TOR of Tender document. Technical and Commercial Bid.
- 5.9.3. Signed Copy of the Tender Document.
- 5.9.4. Any deviation with the TOR / TD document should be clearly stated with the reasons thereof, as per Technical / Commercial deviation format given.

#### 6. EIC LOCATIONS / NETWORK: -

#### 1. Export Inspection Council of India (Corporate Office)

(Ministry of Commerce & Industry, Government of India) IIIrd Floor - NDYMCA Cultural Centre Building, 1, Jaisingh Road,New Delhi – 110 001. Tel: +91 – 11 – 23341263 / 23748189 , 23365540 ,Fax: 011 - 23748024 E - mail: <u>eic@eicindia.org</u>

#### 2.Export Inspection Agency-Mumbai (Head Office)

Aman Chambers - 4<sup>th</sup> Floor,113, Maharshi Karve Road, Mumbai - 400 004.Tel: 022 - 2363 0311 / 2363 0312 / 2363 0113 Fax: 022 - 2368 3927,E – mail: <u>eiabombay@eicindia.org</u>

#### 3. Export Inspection Agency-Mumbai,

# Sub - Office: Ahmedabad

Gun House, Gujarat Samachar Marg, Khanpur, Ahmedabad - 380 001.Tel: 079 - 2550 2704 E – mail: eiaahmedabad@eicindia.org

#### 4. Export Inspection Agency-Mumbai, Sub - Office: Baroda

F-17 & 18 Padmavati Shopping Centre, Opposite Naya Mandir, Vadodara - 390 001. Tel: 0265 - 2415 706,E – mail: <u>eiabaroda@eicindia.org</u>

#### 5. Export Inspection Agency-Mumbai,

Sub - Office: Gandhidham Plot No.34, First floor, Sector 12-C, Lilashah Nagar, Gandhidham - 370 201,Tel: 02836 - 220 836 E – mail: <u>eiagandhidham@eicindia.org</u>

#### 6.Export Inspection Agency-Mumbai,

Sub - Office: Goa Shanta (2<sup>nd</sup> floor), 18<sup>th</sup> June Road, St. Inez, Panaji, Goa - 403 001.Tel: 0832 - 2222 380 E – mail: <u>eiagoa@eicindia.org</u>

#### 7. Export Inspection Agency-Mumbai,

Sub - Office: Porbandar 4, Bhojeswar Plot, Porbandar - 360 575,Tel: 0286 - 2246 376 E – mail: eiaporbandar@eicindia.org

#### 8.Export Inspection Agency-Mumbai, Sub - office: Pune

34 - D, Swapna Samraj Co-operative House Society, Maharshi Karve Road, Pune - 411 004.Tel: 020 - 2544 0819 E – mail: <u>eiapune@eicindia.org</u>

9. Export Inspection Agency-Mumbai, Sub - Office: Rajkot Sharad Villa, 25, New Jagnath Plot, Rajkot - 360 001.TEL: 0281 - 2463 620 E – mail: <u>eiarajkot@eicindia.org</u>

#### 10. Export Inspection Agency-Mumbai, Sub - Office: Ratnagiri

Sahil Mansion, Shivaji Nagar, Maruthi Mandir, Ratnagiri - 415 612. TEL: 0235 – 222589 E – mail: <u>eiaratnagiri@eicindia.org</u>

#### 11. Export Inspection Agency-Mumbai, Sub - Office: Thane

102, Shanti Niwas Co. Op. Hsg. Society Ltd. Mith Bunder Road, Chendani Koliwada, Thane (E) 400 603,Tel. No. 022-25323260 E – mail: <u>eiathane@eicindia.org</u>

#### 12. Export Inspection Agency-Mumbai, Sub - Office: Veraval

1st Floor, Jaikishan Complex 80 Feet Road,New Chandramauleshwar Temple, Veraval 362265, Gujrat State E – mail: <u>eiaveraval@eicindia.org</u>

#### 13. Export Inspection Agency-Mumbai, Pilot Test House

E-3, MIDC Area, Marol, Andheri (East) Mumbai – 400 093,Tel: 022 - 2836 3396, 3397, 3401, 2834 9619; Fax: 022 – 2836 9868,E-mail: <u>pth@eicindia.org</u>

# 14. Export Inspection Agency-Kolkata (Head Office)

World Trade Centre, 14/1B Ezra Street,Kolkata - 700 001. Tel: +91-33 - 22355004 / 22352651 / 22352652 Fax:+91-33 - 22354562,E - mail: <u>eiacalcutta@eicindia.org</u>

# 15. Export Inspection Agency-Kolkata,

# Sub Office: Barrackpore

32,Feeder Road, Mondalpara, Barrackpore - 743 101,Tel: 033 - 25920830 E – mail: <u>eiabarrackpore@eicindia.org</u>

# 16.Export Inspection Agency-Kolkata,

Sub Office: Bhubaneswar 1 / 259, Nayapalli, CRPF Square, RC Village,Bhubaneswar - 751 015 Tel: 0674 – 2556165,E – mail: <u>eiabhubaneswar@eicindia.org</u>

# 17. Export Inspection Agency-Kolkata,

#### Sub Office: Dum Dum

120, Majumderpara (1<sup>st</sup> Floor), Jessore Road, Near Airport Gate No. 1, Kolkata - 700 079 Tel: 033- 2513 0573, E – mail: <u>eiadumdum@eicindia.org</u>

#### 18. Export Inspection Agency-Kolkata,

Sub Office: Batanagar C/o Bata Shoe Co. Pvt. Ltd., Bata Nagar, 24 Paraganas (S),

Tel: 033 – 24903119,E – mail: eiabatanagar@eicindia.org

#### 19. Export Inspection Agency-Kochi (Head Office)

27/1767 A, Shipyard Quarters Road, Panampilly Nagar (South),Kochi - 682 036 Tel: 0484 - 2314645 / 2316946 / 2316949 Fax: 0484 – 2316948,E – mail: <u>eiacochin@eicindia.org</u>

# 20. Export Inspection Agency-Kochi,

Sub Office: Alleppey

Sharada Shopping Complex - 3<sup>rd</sup> floor, Mullakkal,Alappuzha - 688 010. Tel: 0477 - 2252416 / 2252454 E – mail: <u>eiaalleppy@eicindia.org</u>

#### 21. Export Inspection Agency-Kochi, Sub Office: Calicut

Near Central Telegraph Office,Beach Road, Calicut - 673 032.Tel: 0495 - 2365987 E – mail: <u>eiacalicut@eicindia.org</u>

### 22. Export Inspection Agency-Kochi,

Sub Office: Bangalore

Kheny Building - 4<sup>th</sup> floor,No.3, Ist Cross, Gandhi Nagar, Bangalore - 560 009.Tel: 080 - 226 5868 Fax:080-238 9931,E – mail: <u>eiabangalore@eicindia.org</u>

#### 23. Export Inspection Agency-Kochi,

#### Sub Office: Mangalore

School Book Building - 3<sup>rd</sup> floor, Temple Square, Car Street, Mangalore - 575 001.Tel: 0824 - 2496813 E – mail: <u>eiamangalore@eicindia.org</u>

#### 24. Export Inspection Agency-Kochi,

Sub Office: Quilon Shines Complex - 3<sup>rd</sup> floor,Chamakada, Quilon - 691 001.Tel: 0474 - 2743694 / 2749087 E – mail: <u>eiaquilon@eicindia.org</u>

# 25. Export Inspection Agency-Delhi (Head Office)

Thakkar Bapa Smarak Sadan, 2nd Floor Dr. Ambedkar Marg, (Link Road) (Behind Jhandewalan Metro Station) New Delhi - 110 055 Tel: 011 – 23626320/21/22/23/24/25/26/27 Fax: 23626328,E-mail: <u>eiadelhi@eicindia.org</u>

#### 26. Export Inspection Agency-Delhi,

#### Sub Office: Agra

C - 1, New Agra, Agra - 282 005.Tel: 0562 - 2522 184 E - mail: <u>eiaagra@eicindia.org</u>

#### 27. Export Inspection Agency-Delhi,

#### Sub Office: Faridabad

5-A/16 B.P. Neelam Railway Road, N.I.T. Faridabad - 121001. Tel: 0129 – 2411055, E – mail: <u>eiafaridabad@eicindia.org</u>

#### 28. Export Inspection Agency-Delhi, Sub Office: Indore

42, Radio Colony, Indore - 452 001. Tel: 0731 - 2702 857, E – mail: <u>eiaindore@eicindia.org</u>

#### 29. Export Inspection Agency-Delhi,

Sub Office: Jaipur Maya Mansion, M. I. Road, Jaipur - 302 001 Tel: 0141 - 2366 973, E – mail: <u>eiajaipur@eicindia.org</u>

#### 30. Export Inspection Agency-Delhi,

Sub Office: Jalandhar 320, W. G. T. Road, Basti Adda, Jalandhar - 144 001 Tel: 0181 - 255 424E – mail: eiaialandhar@eicindia.org

#### 31. Export Inspection Agency-Delhi,

# Sub Office: Kanpur

8 / 170 - 1<sup>st</sup> floor, Arya Nagar,Kanpur - 208 003. Tel: 0512 – 253 1709,E – mail: eiakanpur@eicindia.org

# 32. Export Inspection Agency-Delhi,

Sub Office: Ludhiana

Pabla Cottage, Model Town, Ludhiana - 141 002. Tel: 0161 – 2410 083, E – mail: <u>eialudhiana@eicindia.org</u>

#### 33. Export Inspection Agency-Delhi,

#### Sub Office: Moradabad

Sarai Gulzari Mal - 2<sup>nd</sup> floor,Near Kotwali Bazar Ganj, Moradabad - 244 001.Tel: 0591 - 2329 941 E – mail: <u>eiamoradabad@eicindia.org</u>

#### 34. Export Inspection Agency-Chennai (Head Office)

6th Floor CMDA Tower II, No: 1 Gandhi Irwin Road, Egmore, Chennai - 600 008,Tel: +91-44 - 2855 2841 / 42 Fax: + 91-44 - 2855 2840 E – mail: <u>eiamadras@eicindia.org</u>

#### 35. Export Inspection Agency-Chennai, Sub Office: Bhimavaram,

86 / 3, Rayalam Road, A.S. R. Nagar, Bhimavaram – 534 202. Tel: 08816 – 229075 E – mail: eiabhimavaram@eicindia.org

#### 36 Export Inspection Agency-Chennai, Sub Office: Coimbatore

Asiatic Building - 3rd Floor,200 - C, Dr. Nanjappa Road, Coimbatore - 641 018.Tel: 0422 - 2233 365 E – mail: <u>eiacoimbatore@eicindia.org</u>

#### 37. Export Inspection Agency-Chennai,

Sub Office: Hyderabad No. 903, 9th floor, Raghava Ratna Towers, Chirag Ali Lane,Hyderabad -500 001. Tel: 040 -2 320 2224E – mail: <u>eiahyderabad@eicindia.org</u>

#### 38. Export Inspection Agency-Chennai, Sub Office: Nagercoil

75 - A, Court Road, Sankar Building, Nagercoil - 629 001.Tel: 04652 –232704 E – mail: <u>eianagercoil@eicindia.org</u>

#### 39. Export Inspection Agency-Chennai,

Sub Office: Tuticorin No. 328, South Cotton Road, Tuticorin - 628 001. Tel: 0461 - 2320 261E – mail: <u>eiatuticorin@eicindia.org</u>

#### 40. Export Inspection Agency-Chennai,

Sub Office: Visakapattnam No. 43-18-26, Venkataraju Nagar, 2nd Floor, Visakapattnam - 530 016, Tel: 0891 - 2747 141 E – mail: eiavizag@eicindia.org

# 7. Performance Bank Guarantee Performa: -

#### PERFORMANCE BANK GUARANTEE

(Refer Clause 4.6 of "Terms and Conditions of the Tender") (To be submitted by Nationalized Bank based at New Delhi / Branch at Delhi)

Whereas **Export Inspection Council of India** having its office at 3<sup>rd</sup> floor - YMCA Cultural Centre Building, 1 Jai Singh Road, New Delhi – 110 001 (hereinafter referred to as the 'Purchaser', which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns), has awarded a contract to **M/s Successful**, with its Registered Office at ------- (hereinafter referred to as the 'Supplier' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns) by issue of Purchaser's letter No. EIC/D (Q/C)------ dated ------ and the same having been accepted by the Supplier by issue of Supplier's letter No ------ dated ------ resulting in a contract valued at Rs------ for implementation of Facility management Services-Information Technology services of EIC & EIAs (hereinafter referred to as 'Contract');

And whereas the Supplier is bound by the said Contract to submit to the Purchaser a Bank guarantee for obtaining Mobilization Advance, an amount of Rs. ----/- (Rupees ------ only);

Now we the undersigned, fully authorized to sign and to incur obligations for and on behalf of and in the name of \_\_\_\_\_\_

#### (Name and address of the Bank)

having its Head Office at ------(hereinafter referred to as the 'Bank', which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the 'Purchaser' on demand any and all monies payable by the Supplier to the extent as aforesaid at any time up to 18 months from the date of signing of this guarantee, without any demur, reservation, contest, recourse or protest and / or without any reference to the Supplier. Any such demand made by the Purchaser on the Bank shall be conclusive and binding before any court, tribunal or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Purchaser and further agrees that the guarantee herein contained shall continue to be enforceable till the Purchaser discharges this guarantee.

The Purchaser shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the contract by the Supplier. The Purchaser shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise the same at any time in any manner, and either to enforce or to fore bear to enforce any covenants, contained or implied, in the contract between the Purchaser and the Supplier or any other course of or remedy or security available to the Purchaser. The Bank shall not be released of its obligations under these presents by any exercise by the Purchaser of its liberty with reference to the matters aforesaid or any of them or by reason of any other acts of omission or commission on the part of the Purchaser or any other indulgence shown by the Purchaser or by any other matters or things whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that the Purchaser at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instant without proceeding, against the contract and notwithstanding any security or other guarantee that the Purchaser may have in relation to the Supplier's liabilities.

Dated this-----at -----at ------

For and on behalf of the \_\_\_\_\_(Bank).

Signature of authorized Bank official

Name: -----Designation-----Stamp/Seal of the Bank : -----

Signed, sealed and delivered for and on behalf of the Bank by the above named \_\_\_\_\_\_in the presence of:

Witness 1.		
Signature	 	
Name		
Address	 	

Witness 2. Signature ..... Name ..... Address ..... 8. - Hardware Infrastructure available (Location-wise):-This is an indicative figure of the hardware/software available in EIC/EIAs; actual list will be finalized by the joint team of departmental and the successful bidder. (ANNEXURE-I)

SI. No	Agency HO / SO Name	Brand Name								Total PC	Laptop	Laptop	Laptop	DMP	Laser jet	Laser jet	Laser Jet	Laser Jet	Laser jet	CD Writer	D-Link Switch	CISCO			HP-LJ- 1022
		HCL	HCL Dec 2006 (3-year warrenty)	DELL	IBM	HP	Compaq	Acer	PCS-Jan- 2008(3 year warrenty)		Compaq	IBM	under warrenty	Wipro 540	HP 6L	Samsung 1210	HP 4100/ 2100	Samsung 7300	HP LJ-1020		24 Ports /8 Ports		HP 4650	Dec-06	1/1/2008 (PCS)
1	EIA – Mumbai HQ	1	6		3		30	3	15	58	1			5	4	5		2		1		2		1	3
2	Sub office Ahmedabad		1		1			1		3						1									1
3	Sub office Baroda				1			1	1	2						1									
4	Sub office Gandhidham				1			1	1	2						1									
5	Sub office Goa				1			2		3						1									
6*	Sub office Jamnagar				1					1						1									
7	Sub office Porbandar				1			1	1	2						1									
8	Sub office Pune		1		1			1		3						1									
9	Sub office Rajkot				1			1		2						1									
10	Sub office Ratnagiri				1			1	1	2						1									
11	Sub office Thane		1		1			1	1	3						1									
12	Sub office Veraval				1		1	2	1	5				1		1								1	
13	Pilot Test House	1	2				7		3	10				1	1	4						1			
14	EIA – Kolkata HQ	2	8		3		24	9	13	59	1			7	2	9		1		1		2		1	2
15	Sub office Batanagar						1			1				1											
16	Sub office Barrackpore				1		1			2				1		1									
17	Sub office Bhubaneswar				1		1	1	1	4				1		1									
18	Sub office Dumdum				1			2	1	3						1									
19*	Sub office Girdih				1			1		2						1									
20	EIA – Kochi HQ	1			1		13	4	15	34	1			2		5		1		1		1		1	
21	Sub office Alleppy				1			1		2						1									
22*	Sub office Karwar				1			1		2						1									
23	Sub office Calicut				1			1		2						1									
24	Sub office Mangalore				1		1	1		3				1		1									
25*	Th'ppady Inspectorate	1					11			12				2	1	1		1				1			
26*	Th'ppady Lab	1					2	5		8				1	1				1			1			
27*	Sub office W' Island						1	1		2					1	1						-			
28	Sub office Quilon				1		1	2	1	5				1		1			1						

SI. No	Agency HO / SO Name Brand Name									Total PC	Laptop	Laptop	Laptop	DMP	Laser jet	Laser jet	Laser Jet	Laser Jet	Laser jet	CD Writer	D-Link Switch	CISCO	Laser jet	MFD 1390MF	HP-LJ- 1022
		HCL	HCL Dec 2006 (3-year warrenty)	DELL	IBM	HP	Compaq	Acer	PCS-Jan- 2008(3 year warrenty)		Compaq	IBM	under warrenty		HP 6L	Samsun g 1210	HP 4100/ 2100	Samsung 7300	HP LJ-1020		24 Ports /8 Ports	Switch 24 ports	HP 4650	Dec-06	1/1/2008 (PCS)
29	EIA – Delhi HQ	1	6		3		40	15		65	1			6	4	4		2	1	1		3			
30	Sub office Agra				1			1		2						1									
31	Sub office Faridabad				1			1		2						1									
32	Sub office Indore				1			1		2						1									
33	Sub office Jaipur				1		1	2	2	6				1		1									
34	Sub office Jallandhar				1			1		2						1									
35	Sub office Kanpur		1		1			1		3						1									
36	Sub office Ludhiana				1			1		2						1									
37	Sub office Moradabad				1			1		2						1									
38*	Extn. Counter at ACAAI						3			3				2		1					0+1				
39	EIA – Chennai HQ	1	8		2		18	8	9	46	1			5	1	6		2		1					
40	Sub office Bangalore				1		1	3	3	8				1		1								1	
41	Sub office Bheemavaram				1		1	2	4	8				1	1	1									
42	Sub office Coimbatore		1		1			1		3						1									
43	Sub office Hyderabad		1		1			1		3					1	1									
44*	Sub office Mandapam				1			1		2					1	1									
45	Sub office Nagercoil				1			1	1	2					1	1									
46	Sub office Tuticorin		1		1			4		6						1									
47	Sub office Visakhapatnam				1		1	2	1	5				1		1									
48	EIC	2		2	15	4	6	5	21	55		3	1-Sony VIO, 1-HP	2	5	1	3			1+1DVD Writer+ 160GB External Storage	1+1	2	1	3	
	TOTAL	11	37	2	63	4	165	96	96	474	5	3	1+1	43	20	72	3	9	3	6+1+1	3	13	1	8	5

\* Location have already closed and computers hardware at these location installed at other office under that respective EIA jurisdiction I.e. total location are 40

# Configuration of the systems:-

**IBM:-** IBM Net Vista A22P- Micro Tower Intel P-III, P-IV 1.5 GHz, 845 Chipset, 256 KB Cache, 128 MB SD RAM, 40 GB HDD, Smart III Ultra 100, 3 PCI Slots, AGP 2x With 32 MB Integrated 10/100 NIC, 48x CD ROM Drive Integrated Audio, 104 Keyboard/Two Button Mouse, 15" Colour Monitor.

**COMPAQ:-** Compaq SBM Model Celeron Computer Intel Celeron 1.3 GHz, System Bus 100MHz, 128 MB SDRAM, Expandable Up to 512 MB, 256 KB 1.2 Cache, 4MB Graphics, 20.0 GB, Intel 815E, 15 SVGA Colour Monitor COMPAQ, 1.44 MB FDD, 52x, 10/100 Mbps NIC, PS2 Mouse and Keyboard, 2 USB, 1 Serial, 1 Parallel & 1 Video Port 32 Bit 2 PCI Slots, 4 Bays Integrated Audio, Speakers, Audio Ports for Microphone & Headphone, Windows 2K, Lotus Smart Suite OEM with Media, PC Diagnostic and MacAfee / Norton Antivirus, Power On & HDD Password, DMI 2.0 & Energy Star Compliant.

**DELL:-** PII, 128MB, 1.44MB, 15" Colour Monitor, 104 key Board, Mouse, CD ROM Drive, Integrated Networking 10/100 NIC.

**HP:-** HP Brio BA 600 Intel P-III 700 MHz, 128-256-512 MB SDRAM, 4MB Graphics, 20 GB, 15 SVGA Colour Monitor, 1.44 MB FDD, 52x, 10/100 Mbps Ethernet Card, PS2 Mouse and Keyboard, 2 USB, 1 Serial, 1 Parallel & 1 Video Port 32 Bit 2 PCI Slots, 4 Bays Integrated Audio, Speakers, Audio Ports for Microphone & Headphone, Lotus Smart Suite OEM with Media, PC Diagnostic and MacAfee / Norton Antivirus, Power On & HDD Password, DMI 2.0 & Energy Star Compliant.

**HCL old:-** CPU Pentiaum II,64MB RAM,10GB HDD 15" CRT Monitor, Floppy Drive, Key board, mouse.

**HCL New: -** CPU 2.6 Celeron, 256 MB RAM, 80 GB HDD, 17" CRT Monitor Floppy dist drive, Combo drive (DVD–R CD-RW), Mouse, Keyboard

**ACER:-**Pentium-IV 2.0/2.20 Ghz. 256/512 MB RAM, 40GB HDD, CD-Drive, Keyboard, Mouse, Floppy drive.

**PCS:** - P-4 Dual Core, 1GB RAM, 160 GB HDD, DVD ROM, 15" TFT, Key Board, Optical Mouse.