

**GOVERNMENT OF INDIA
NATIONAL LIBRARY, KOLKATA**

National Library, Kolkata invites sealed quotations, in two separately sealed bids, one technical and second commercial, for AMC of Desktop Computers, Printers, Network and other IT peripherals for a period of one year.

A. GENERAL

1. The Library invites sealed bids under Two Bid Systems (Technical and Commercial Bid) from system integrators for AMC of Desktop Computers, Printers, Networking and other IT peripherals for effective and efficient operation and management of Information and Communication Technology setup in the National Library.
2. Tender Document can be downloaded from the website (http://nationallibrary.gov.in/nat_lib_stat/tender.html and <http://eprocure.gov.in/epublish/app>)
3. Details of Bid:
 - a) Bid Reference : Tender No: NL/S&S/COMP/AMC/31
 - b) Last date and time of receipt of bid : 21.07.2017 at 2.00 pm
 - c) Date and time for Opening of technical Bid : 21.07.2017 at 3.00 pm
 - d) Date and time for Opening of commercial Bid :
 - e) Place of receiving the bid : Superintendent (Stores & Supplies)
Prashasan Bhavan (New Annexe)
National Library
Belvedere, Alipore
Kolkata-700 027
Email: nldirector@rediffmail.com
 - f) Address for communication : Director General
National Library
Belvedere, Alipore
Kolkata-700 027
Email: nldirector@rediffmail.com
 - g) Queries to be send on technical bid : Asst. Library & Information Officer
Computer Centre
Prashasan Bhavan (New Annexe)
National Library
Belvedere, Alipore
Kolkata-700 027
Email: nldirector@rediffmail.com
Ph. 033-24792466
 - h) Last date of receipt of queries : 17.07.2017

4. **Bidding Procedure**

- a) Bids are invited in two Bid systems, (1) Technical and (2) Commercial, which shall be sealed separately and enclosed in a single sealed envelope
- b) Sealed Bids shall be received not later than 2.00 pm on 21.07.2017.No Bids will be accepted after this date & time under any circumstances. This office will not be responsible for any postal/courier delay and also for reasons beyond the control of this office.
- c) Technical Bids must contain the EMDforRs.50,000/- (Rupees fifty thousand only)in a form of a bank draft/banker's cheque issued by any commercial Bank in favor of Director General, National Library, Kolkata along with complete technical details as desired by this tender.
- d) Technical Bids of all the tender will be opened on 21.07.2017 at 3.00 pm. Technical Bids without EMD will be summarily rejected.
- e) The date of opening of the commercial bids of the technically successful bidders will be intimated in due course.
- f) All bids must be delivered to the Superintendent (Stores & Supplies), Prashasan Bhavan (New Annexe), National Library, Belvedere, Alipore, Kolkata-700 027
- g) Any bid received after the submission deadline prescribed by the National Library, shall be rejected and returned unopened to the bidder.
- h) The National Library may ask to produce original documents for verification as and when required.
- i) All relevant rules and regulation of Government of India will be final and applicable & binding on all bidders.
- j) The National Library retains the right to reject any or all bids at any stage and the decision in this regard shall be final.
- k) The rate quoted should be valid up to 31st December 2017.

5. **Eligibility/Pre-Qualification Criteria:**

- a) The Bid Document for the above mentioned job containing all necessary details of terms of reference and other specifications can be downloaded from http://nationallibrary.gov.in/nat_lib_stat/tender.html and <http://eprocure.gov.in/epublish/app> from 03.07.2017 to 21.07.2017. A demand draft for Rs.500/- (Rupees five hundred only) drawn in favour of the Director General, National Library, Kolkata must be submitted along with the technical bid
- b) Only those agencies/consortia who have experience in similar field not less than 5 (five) years may submit their bids addressed to the Director General, National Library, Kolkata-700 027 with Rs.50,000/- (Rupees fifty thousand only) as Earnest Money to be deposited as bank draft / pay order in favour of the Director General, National Library, Kolkata and all credentials regarding performance during the last five years so as to reach the **Superintendent (Stores & Supplies), Prashasan Bhavan (New Annexe), National Library, Belvedere, Alipore, Kolkata-700 027** latest by 2pm on 21.07.2017.

- c) Bidder must have experience of executing one single order worth **Rs.20 lakhs** or more in “maintenance for computer clients, servers, hardware, software, networking, laptops and other peripherals” in the last three years (**1.4.2014 to 31.3.2017**)
- d) The bidder must have minimum annual average turnover of at least **Rs.1 crore** during the last three years in “maintenance for computer clients, servers, hardware, software, networking, laptops and other peripherals” **for the last three (3) years.A separate sheet should be attached duly attested by any Chartered Accountant / Competent Authority.**
- e) The bidder must have executed for at least three clients in the last 3 years out of which 1 (one) must have been a Government organisation and should furnish work testimonials in support of the same.
- f) The bidder must have been in the area of system integration, managing and providing support for computer hardware, software, networking, laptops and other peripherals similar to the existing IT hardware in the National Library for the last 5 years.
- g) The bidder must be a profit making company (**Attested copies of balance sheet to be submitted**).
- h) The bidder must have a Local office/service centre in Kolkata
- i) All bidders must enclose service tax registration certificate along with the tender documents.
- j) The Bidder should have adequate financial resources to undertake the contract. The Bidder should have sufficient reserves as per the audited financial statement. In case, the Bidder wishes to use internal sources for funds, a declaration on bidder’s letterhead for the same shall be furnished along with sufficient proofs.
- k) The bid may be summarily rejected on not meeting any one or more criteria mentioned above.
- l) The bidder shall have to furnish all documentary evidence that it has financial, technical, and operational and production capacity and capability necessary to perform the contract. An indicative pre-qualification checklist has been provided for submission by the bidders. The bids shall be accompanied by documentary proof of criteria including but not limited to those mentioned in the pre-qualification checklist in the same order mentioned in the following table.

Sl.No.	Criteria	Documentary Evidence
1.	Earnest Money Deposit	Demand Draft of Rs.50,000/- in a form of a bank draft/banker’s cheque issued by any commercial Bank in favor of Director General, National Library, Kolkata
2.	Income Tax, GST, etc.	Income Tax Clearance Certificate (preceding year), etc...
3.	Bidder must have experience of executing one single order worth Rs.20 lakhs in “maintenance for computer clients, servers, hardware, software, networking, laptops and other peripherals” in the last three years (1.4.2014 to 31.3.2017)	Work Order and Completion Certificate
4.	Experience in the area of “maintenance for computer clients, servers, hardware, software, networking, laptops and other peripherals” for the last 5 years	Work Orders / Completion Certificates confirming that firm is in the relevant business for last 5 years (1.4.2012 to 31.3.2017).
5.	Bidder should have turnover at least Rs.1crore in the area of “maintenance for computer clients,	(i) Audited Balance sheets for last 3 years (ii) A certificate from competent authority

	servers, hardware, software, networking, laptops and other peripherals” in each of last three (3) years.	confirming the turnover on “maintenance for computer clients, servers, hardware, software, networking, laptops and other peripherals” for the last three (3) year (1.4.2014 to 31.3.2017)
6.	Bidder should have experience in “maintenance for computer clients, servers, hardware, software, networking, laptops and other peripherals” for at least 3 clients in the last 3 years out of which 1 must have been a Government of India / Govt. undertaking of India / autonomous organisation in India	Work Orders / Completion Certificates from Client/s
8.	Bidder should have ISO 9001:2008 valid quality certification	Copy of Valid Certificate
9.	The Bidder / consortium should have not been currently blacklisted /debarred due to any unethical practice or poor performance by any central/state Government departments/organizations. An Affidavit of same has to be given by bidder. Also even it is found that a debarred letter has been issued by any Government Department for any tenderer then the EMD will be forfeited and the tenderer may be blacklisted	

6. Period of validity of bid

The bid shall remain valid upto 31st December 2017 after the date of bid opening. If any bidder withdraws his tender before the said period shall -without prejudice to any other right or remedy, be at liberty to forfeit the Bid Security absolutely.

7. Information to the Prospective Bidders

a) Cost of bidding

- A demand draft for **Rs.500/- (Rupees five hundred only)** drawn in favour of the Director General, National Library, Kolkata must be submitted along with the technical bid
- **Rs.50,000/- (Rupees fifty thousand only)** as Earnest Money to be deposited as Bank Draft / Pay Order in favour of the Director General, National Library, Kolkata (As per Annexure F)

b) Liability of the bidder

Bidders are advised to study the bid document carefully. Bids not complying with all the clauses in the tender document are liable to be rejected. Failure to furnish all the information required by the tender document in every respect will be at the Bidder’s risk and may result in the rejection of the bid.

c) Amendments to the Bidding Document

At any time prior to the deadline of the submission of bids, the National Library may, for any reason, whether at its own initiative, or in response to a clarification requested by the prospective bidders, amend the bidding document. Copies of such amendments shall be sent to all prospective bidders who have collected the bidding document within the prescribed time limit. In case of any amendments to be taken into account the National Library, may, at its own discretion, extend the last date for submission of bids.

d) Documents comprising the Bid

The Bids prepared by the Bidder shall comprise the following components, in the following lines:

- i. The bidder must be registered under the Companies Act 1956 and must possess a valid Corporate Identity Number.
- ii. Work of similar nature performed in the past
- iii. Copies of the balance sheet, Audited Accounts
- iv. Certificate confirming the annual average turnover of at least Rs.1crore during the last three years in system integration, managing and providing support for computer hardware, software, networking, laptops and other peripherals similar to the existing IT hardware.
- v. Income tax clearance certificate for the last three years
- vi. Profile of the project manager

The Technical Bid comprises of the following:

- i. Bid letter (Annexure A)
- ii. Bid particulars (Annexure B)
- iii. Bidder's experience (Annexure C)
- iv. Statement of deviation(s) (Annexure D)
- v. Details of Manpower (Annexure E)
- vi. Documentary proof for fulfilment of pre-qualification and eligibility criteria of the tender document (Annexure F)
- vii. Details of earnest money deposit (Annexure G)

Financial Bid comprising the following:

- i Bid letter (Annexure H)
- ii Statement of Commercial Deviation (Annexure I)
- iii Details of the Cost of Services offered (Annexure J)

Financial Bid in the specified proforma (as per Annexure H, I and J) should be submitted in a sealed envelope clearly marked "FINANCIAL PROPOSAL". The price quoted by the bidder should allow for all costs including labour, materials, hardware, software, peripherals consumables, equipment and all duties and taxes what so ever payable for accomplishing the task.

The price and rates quoted by the bidder shall be fixed and firm for the duration of the contract and shall not be subject to any escalation/ adjustment on any account.

8. Clarification of Bids:

To assist the examination, evaluation and comparison of bids the Library with the help of consultant may at its discretion, ask the bidder for clarification of its bid. The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted.

B. TECHNICAL

Hardware, software, their components and accessories

1. Scope of Work

- a) Maintenance and repairing service of the below mentioned items listed with technical specification in item (6):
 - i) All Desktops PCs/clients at various locations at the National Library, Kolkata as described in *Technical Specifications (Hardware)*.
 - ii) All printers including replacement of spare parts and all other consumable items except toner and cartridge, etc.
 - iii) Reinstallation of operating system, system software, software patches, upgrades, firmware of installed hardware, etc.
- b) Maintenance and extension of LAN cables, Network connectivity in the existing setup at National Library i.e. including the replacement of faulty network cables, I.O Box, removable Jacks (RJ-45) as and when required. The bidder should be fully responsible for functioning Internet connectivity for all 250 users.
- c) End-to-end integration and testing of complete systems as and when required.
- d) Successful bidder should have and use the web-enabled online call logging management system to fasten the entire process of tracking calls, control downtime and certify for payment.
- e) Installation of Antivirus in all desktops of users and further updation (as and when required) and Antivirus license will be provided by this office.
- f) At least one well trained/qualified resident engineer shall be deployed onsite to resolve the hardware problems, between 9:30 AM to 6:00 PM on all working days (Monday to Saturday). The resident engineer must have expertise in all above and should also be responsible for advising the Reporting Officer of actions to be taken or initiated in regard to effective maintenance of the entire ICT system at National Library. The engineer is also liable to work on all holiday and Sunday's (if services are required) and without any additional amount.
- g) The resident engineer will be reporting to ALIO, Computer Centre, National Library time to time and have to register their attendance in this office.
- h) The resident engineer will coordinate with facility management through Online Call Logging & Management System.
- i) During the AMC period, the resident engineer may have to shoulder additional responsibility in terms of repair, re-configuration, re-installation, re-commissioning, integration, etc including those alike which are not specified in the scope of work as and when necessary at no extra cost.

2. Service warranty

- a) The bidder should cover services provided including the quality of workmanship under warranty.
- b) The successful bidder will not be allowed for frequently changing the hardware engineers.

3. General description of network:

Within premises of the Library, a LAN with multi-media backbone uses a mix of Fiber and Fast Ethernet connecting the servers. The Client connectivity is required on Fast Ethernet over UTP. The Computer Center is situated in Prashasan Bhavan and client distances are in different buildings of the Library Campus and within the range of distribution switches suitably placed. Bidder is expected to make visit to these offices to assess the environment and placement of computers, printers and other peripherals under confirmation of the Library.

4. Technical Specification (Hardware)

Sl. No.	Item	Quantity	Description
1	HCL Desktop	157(2 out of order)	Intel Pentium Dual Core E2220 (2.4GHz, 1MB L2 cache & 800MHz FSB). Intel G31 chipset based motherboard with four PCI/PCIex slots supporting 1333MHz FSB. 1GB DDR2 800MHz. Integrated quad SATA-2 ports & Single PATA ports. Integrated Gigabit Ethernet controller. 160GB SATA HDD and combo Drive. 1xParallel, 1xSerial, 1xVGA, 1xRJ45, 1xPS2 KBD, 1xPS2 Mouse, 6xUSB. 104 keys OEM keyboard and OEM optical scroll Mouse with Mouse pad. TC003 Certified 17" TFT color Monitor. System with power management features & Desktop Management interface Implementation. Micro ATX System chassis with 250W SMPS and 2x3.5", 2x5.25" external and 1x3.5" internal drive bays. Preloaded Windows Vista Business Edition OS with OEM pack OS in CD media (Slight change may be there for Samsung Desktop, AOC desktop)
2	Samsung Desktop	1	
3	AOC Desktop	1	
4	HCL Thin Client	25 (8 is Out of order)	Windows Xp Embedded, 1 GB Ram
5	HP Printers	72	HP Laserjet P1007/P1008/P1108 & AIO MFP128Fn
6	Color Laserjet Printer	1	HP Color LaserJet CP3525n
7	Web Server (HCL Make)	1	Intel Xeon CPU, 2.33 Ghz, 500 GB, 8GB RAM
8	Dell Laptops	2 (1 out of order)	Intel Core-i7, 250GB HDD, 4GB RAM
9	Networking system of entire National Library camps [New Annexe Building, Bhasha Bhawan & Annexe Building]	1	Nortel Secure Router 3120 (Internet)
		1	Juniper SSG 320M Switch (Firewall)
		2	Cisco SAN Switch
		1	Smart Switch Router 2000
		4	Nortel 4524 GT Switch
		12	Nortel 2526 T Switch
		2	Nortel 5530-24TFD Ethernet Routing Switch 24-Port
		1	Nortel WLAN Security Switch 2382
		4	Nortel Baystack 350-12 T Switch
		8	Nortel Baystack 350-24 T Switch
		1	Bay Network Switch
		19	WLAN Access Point
		15	Racks

GENERAL TERMS AND CONDITIONS

1. Proprietary Information/Public Disclosure

- 1.1** Materials submitted in response to this competitive procurement shall become the property of the National Library, Kolkata.
- 1.2** All bids received shall remain confidential until the contract, if any; resulting from this tender is awarded, i.e. signed and approved by all parties. Thereafter, the bids shall be deemed public records.
- 1.3** In the event an Bidder desires to claim portions of their bid as exempt from public disclosure, the Vendor must identify those portions in the bid cover letter. Each page of the bid claimed to be exempt must be clearly identified as "CONFIDENTIAL". National Library, Kolkata has the authority to decide whether any or all of the claimed exemptions are appropriate. The entire bid cannot be marked as proprietary.

2. Validity of Bid submitted

- 2.1** The bid shall remain valid for a period up to December 31st, 2017. All prices quoted must be firm and valid for this period.
- 2.2** All prices quoted shall not be affected by any escalation in prices of labour or materials, services, machinery, equipment, etc. or in rupee exchange rate during the price validity period what so ever. However, direct duties, levies, or taxes in respect of finished products will be at the rate prevalent at the time of delivery.

3. Taxes and Duties

- 3.1** Any "FORM" for availing concession rate of VAT will be issued by National Library, Kolkata if applicable. The prices shall be exclusive of all taxes & duties leviable including service tax, and indicated separately in the Price Schedule both in total amount of tax/duty and in percentage rate for each tax/duty. National Library, Kolkata shall reimburse taxes/duties at actual as applicable at the time of delivery. National Library, Kolkata shall be authorized to deduct any income tax as applicable from the bidder.
- 3.2** For the purpose of the contract, it is agreed that the Contract Price specified in Price Schedule, is based on the taxes, duties and charges prevailing one (1) day prior to the last date of bid submission date. If any rates of tax are increased or decreased or a new tax is introduced or an existing tax is abolished, or any change in interpretation or application of any tax occurs in the course of the performance of contract, which was or will be accessed on the Bidder in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to fully take into account any such change by addition to the Contract Price or deduction there from as the case may be.

4. Income Tax & Sales Tax Certificates

Attested copies of the following documents must be submitted along with the Tender.

- Latest Income Tax Clearance Certificate (the original of which may have to be produced by the successful bidder before the issue of the firm work order)
- Valid VAT Registration Certificate and Clearance Certificate.
- Trade License Certificate

5. Earnest Money Deposit (EMD)

- 5.1** Earnest money in the form and manner specified in Annexure H is to be deposited on any

working day at the National Library, Kolkata and the money receipt obtained thereof should be attached along with the tender bid.

- 5.2 Tender not accompanied with prescribed Earnest Money Deposit receipt will be rejected.
- 5.3 The EMD of the unsuccessful Bidder shall be refunded after final acceptance of the tender and within reasonable time not exceeding six months from the date of opening of the tender. The EMD will carry no interest.
- 5.4 In case of the successful bidder, the EMD shall be refunded on receipt of Contract Performance Guarantee (CPG).
- 5.5 The EMD will be forfeited if a Bidder withdraws the offer before finalization of the tender or if the Bidder fails to sign the prescribed agreement within the specified period.

6. **Tender opening date and venue**

Tenders (Technical Bid part only) will be opened on **21.07.2017** at **3.00 pm** in presence of the bidders or their authorized representatives at the National Library, Kolkata. The tender responses will be scrutinized on the same day in presence of all the bidders. The scrutiny will cover the mandatory compliance criteria as mentioned in the bid. All such tenders, which are found complete and conform to the mandatory compliance criteria, shall be declared as valid bids. The valid bids will thereafter, be evaluated by the Technical Committee of the National Library, Kolkata. The evaluation may require the bidders to present their solutions on a date to be intimated to them through e-mail provided by the bidder.

7. **Discrepancies in Bid**

In case of discrepancies in bids, the following will be adopted to correct the arithmetical errors for the purpose of evaluation.

- In case of discrepancy between the Original and Copies of bid, the Original bid will be considered correct.
- In case of discrepancy between figures and words, the words will be considered correct.
- In case of discrepancy between unit price and total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected accordingly.

8. **Tender Acceptance & Rejection**

- Bidder must provide a response to all sections and requirements of this tender to be considered complete. Vendor's failure to comply with any part of the tender may result in the Bidder's bid being disqualified for being non-responsive.
- National Library, Kolkata reserves the right to reject any tender without assigning any reason whatsoever.
- All components in tender must qualify in technical specification. If any component fails to qualify in technical evaluation this will lead to rejection of the technical bid.

9. **Authorized Representatives**

Any action required or permitted to be taken, and any documents required or permitted to be executed, under this contract by National Library, Kolkata or the Bidder may be taken or executed by the officials authorized for the purpose.

10. Bid Evaluation Process

10.1 Bid Security

Only Bidders who have submitted the valid bid security as per the format shall be considered for further evaluation subsequently, a single step two-envelope bidding procedure will be used for the evaluation. Under this process, the technical bid will be opened and evaluated prior to opening and evaluating the financial bid.

10.2 Preliminary examination of Bids

- (i) The National Library, Kolkata will examine both the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- (ii) Arithmetical errors will be rectified on the following basis. If there is a discrepancy between words and figures, the amount in words will prevail and the bid shall stand corrected to that effect. If the bidder does not accept the correction of errors, its bid will be rejected and its earnest money will be forfeited. The Tendering Authority/ Department may waive any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any bidder.
- (iii) Prior to the detailed evaluation, the Tendering Authority will determine the substantial responsiveness of each bid to the Bidding Documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security, Warranty, Applicable Law and taxes and duties will be deemed to be a material deviation. The Tendering Authority's determination of the responsiveness of a Bid will be based on the contents of the bid itself without recourse to extrinsic evidence.
- (iv) If a bid is not substantially responsive, it will be rejected by the National Library, Kolkata and may not subsequently be made responsive by the Bidder by correction of the non-conformity or through clarifications.

At the end of this stage, the committee will be agreed on:

- Those bids which should not be considered for further evaluation
- Any clarification that should be requested from qualified bidders

10.3 Examination of short listed Technical Bids

The short-listed technical bids shall be examined for completeness and clarifications if any shall be sought for from the respective Bidders in case the same is considered essential.

Agencies may be provided the opportunity to revise their technical bids to meet the requirement of National Library, Kolkata. In case where the financial bid is impacted by changes in the technical bids, the bidders will be given an opportunity to make the necessary changes and submit within one week from notification, revised bids as a supplement to the original submission. The revised technical and financial bids must be consistent. However this bid revision will be applicable to all bidders short listed for

Technical review.

Technical Evaluation Criteria and Point System for the evaluation of technical bids

Sl. No.	Criteria	Max. Marks (Weight-age)	Method of allotting marks for combined score		Marks Obtained by Bidder
1.	Annual Turnover for last three years	20	1 to 5 cr	10	
			6 to 50 cr	15	
			50 cr above	20	
2.	Details of similar projects in India for last three years	20	3 Projects	15	
			3 to 5 Projects	17	
			Above 5 ”	20	
3.	Similar Projects executed in Government of India / Govt. undertaking of India / autonomous organisation in India for last three years	20	2 project	10	
			3 to 4 Projects	15	
			Above 4 ”	20	
4.	Authorization letters from Original Equipment Manufacturers (OEM) latest not before 1 st April 2016	20	HCL	5	
			HP	5	
			Lenovo	5	
			Network items	5	
5.	Certifications	10	ISO 9001:2008 and other	10	
			CMMi level certificate	10	
	Total score of the Bidder	100			

The **minimum Technical Score** required for passing technical bid evaluation and qualifying for the Financial Bid is 75 points out of 100. The financial bids for bidders whose technical score is less than 75 will not be opened.

10.4 Examination of Financial Bids:

National Library, Kolkata will determine whether the Financial Bids are complete, i.e. whether the Bidder has included all components as per the tender document. All price bids shall include all taxes, etc. The price schedule shall also have the indicative price break-ups. No assumptions shall be allowed and the financial bid should be complete in all respects.

10.5 Overall Ranking:

The combined result of the technical and financial bids will determine the final, overall ranking. The method for obtaining the overall ranking (**S**) will be as follows:

$$S = (C_{\text{low}} / C) * 0.50 + (T / T_{\text{high}}) * 0.50$$

$$\text{Final Marks (F)} = 100 * S$$

C_{low}	Lowest Price Bid
C	Price of the Current Bid
T_{high}	Highest Technical Score Obtained
T	Technical Score of the Current Bid

11. Award of Contract

The contract shall be awarded to the bidder who will have the highest score in overall ranking. However, in case there is a tie between two or more Bidders, the Bidder with the highest score in examination of Technical Bids shall be awarded the contract.

Letter of Intent (LOI) will be issued to the successful Bid after evaluation of the tender. The Firm Work Order will only be issued after the Bidder submits an undertaking for depositing the Contract Performance Guarantee as detailed below within the stipulated period.

After furnishing of the Undertaking by the successful Bidder, National Library, Kolkata will issue Firm Work Order and enter upon a Service Level Agreement with the Bidder on the terms and conditions provided herein for supply, installation and maintenance of the items covered under the scope of the tender.

12. CPG & Placement of Firm Work Order

The successful Bidder shall be required to furnish the Contract Performance Guarantee (CPG) for an amount equal to 10% of its Price bid, within 7 days from the date of issue of the Firm Work Order.

1. The Earnest Money deposited at the time of tender and can be returned on receipt of Contract Performance Guarantee.
2. CPG should be initially valid for a period of 14 months and will not carry any interest.
3. CPG may be submitted in the form of an irrevocable Bank Guarantee issued by any Nationalized bank / Scheduled bank in favour of "Director General, National Library, Kolkata" payable at Kolkata.
4. The CPG will be released to the contractor upon issue of Certificate of Acceptance by the National Library, Kolkata.
5. The CPG shall be invoked by National Library, Kolkata in case of deficiency in service by the vendor.

13. Payment

- 13.1 Payment will only be made in Indian Rupees (INR). No advance payment shall be made for this project. Part payment is for the project allowed and payments shall be made in half-yearly basis.

13.2 After completion of the job, pre-receipted bills in triplicate along with necessary delivery challans and related documents should be submitted to the authority placing the order for arranging the payment.

14. Completion of contract

Unless otherwise terminated under the provisions of any other relevant clause of document, contract shall be deemed to have been completed after issuance of the Acceptance Certificate from the designated Officer-in-charge in accordance with Acceptance Criteria as defined against all tasks. Certificate of Acceptance shall be issued for each task completed as and when the respective task gets completed.

15. Work Completion and Liquidated Damages

If any part of the service in respect of the work assigned and undertaken by the Successful Bidder for which this contract is being entered into is not rendered /delivered in time, National Library, Kolkata shall be entitled to levy and recover Liquidated damages/penalty at 1% per week or part thereof of the delay subject to 5% maximum, on the payment due to the Bidder for the particular stage. Any delay beyond five weeks will attract higher penalty to be decided by the National Library, Kolkata.

Liquidated damages will be recovered from the CPG or from any sum that may become due to the Bidder out of this contract or any other contract with National Library, Kolkata.

16. Other Terms & Conditions

16.1 Receipt of Insufficient Competitive Bids

If National Library, Kolkata receives only one (1) responsive bid as a result of this tender, National Library, Kolkata reserves the right to select and award the contract to the single Bidder.

16.2 Most Favorable Terms

National Library, Kolkata reserves the right to make an award without further discussion of the bid submitted. Therefore, the bid should be submitted initially on the most favorable terms that the Bidder could offer. At its discretion, National Library, Kolkata reserves the right to request best and final offers from the tender finalists. The Bidder must be prepared to accept this tender for incorporation into a Service level Agreement (SLA) resulting from this tender.

16.3 Obligation to Contract

This tender does not obligate the National Library, Kolkata to contract for service(s) specified herein. National Library, Kolkata also reserves the right to cancel or to reissue the TENDER in whole or in part, prior to execution of a contract.

16.4 Bid Rejections

National Library, Kolkata will make the sole determination of clarity and completeness in the responses to any of the provisions in this tender. National Library, Kolkata reserves the right to seek clarification, additional information, and materials in any form relating to any or all provisions or conditions of this tender. National Library, Kolkata reserves the right to accept or reject any or all of the bids submitted in response to this TENDER.

In case, after rejection of bids, there is only one technically qualified bidder, National Library, Kolkata may decide to go ahead with the tender finalization and open the financial bids and complete the evaluation processes.

16.5 Waivers

National Library, Kolkata reserves the right to waive specific terms and conditions contained in this tender. It shall be understood by Agencies that the bid is predicated upon acceptance of all terms and conditions contained in this tender, unless the Bidder has obtained such a waiver in writing from the National Library, Kolkata prior to submission of the bid. Such a waiver, if granted, will be granted to all Agencies.

16.6 Notification to Unsuccessful Bidders

Bidders, whose bids have not been selected, may be so notified via email.

17. Force Majeure

17.1 If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract be prevented or delayed by reason of:

- any war or hostility
- acts of public enemy, civil commotion, sabotage, explosions
- effects of flood, epidemics, quarantine restrictions, freight embargoes
- general strikes, bandhs
- acts of God

hereinafter referred to as EVENT, neither party shall, by reason of such EVENT, be entitled to terminate this contract, nor shall any party have any claim to the damages against the other in respect of such non-performance or delay in performance, - provided that notice of happening, of any such EVENT is given by either party to the other within 7 (Seven) days from the date of occurrence of the EVENT

17.2 Unless otherwise directed by National Library, Kolkata in writing, the Bidder shall continue to perform its obligations under the contract as far as reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force majeure EVENT.

17.3 Expected work and deliveries under this contract shall resume as soon as practicable after such EVENT comes to an end or ceases to exist.

17.4 If the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such EVENT for a period exceeding 90 (ninety) days, National Library, Kolkata may, at its option, terminate this contract.

17.5 In Case of termination of contract due to force majeure event, National Library, Kolkata would pay the reasonable amount to the Bidder for the portion of work already completed till date.

18. Disputes and Arbitration

In case of any dispute or differences, breach and violation relating to the terms of this agreement, the said dispute or difference shall be referred to the sole arbitration of Director General, National Library, Kolkata or any other person appointed by him. The award of the arbitrator shall be final and binding on both the parties. In the event of such arbitrator to whom the matter is originally referred to vacates his office on resignation or otherwise or refuses to do works or neglecting his

work or being unable to act as arbitrator for any reason whatsoever, the Director General, National Library, Kolkata shall appoint another person to act as arbitrator in the place of outgoing arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by the predecessor. The Bidder will have no objection in any such appointment that arbitrator so appointed is employee of National Library, Kolkata. The adjudication of such arbitrator shall be governed by the provision of the ARBITRATION and CONCILIATION Act, 1996, or any statutory modification or re-enactment thereof or any rules made thereof. The arbitration shall be held in Kolkata.

19. Liability

In case of a default on contractor's part or other liability, National Library, Kolkata shall be entitled to recover damages from contractor. In each such instance, regardless of the basis on which National Library, Kolkata is entitled to claim damages from contractor (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), Bidder shall be liable for no more than:

- Payments referred to in the Patents and Copyrights section below:
- Liability for bodily injury (including death) or damage to real property and tangible personal property limited to that caused by contractor's negligence; and
- As to any other actual damage arising in any situation involving nonperformance by contractor pursuant to, or in any way related to, the subject of this Agreement, the charge paid by National Library, Kolkata for the individual product or service that is the subject of the claim.

It is the maximum for which Agencies collectively responsible

20. Patents, Copyright & Intellectual Property Rights

Intellectual Property Rights for any software property and documents (including source codes, databases, documents, training manuals, course content etc.) developed for this project shall lie with the National Library, Kolkata. Subsequently, National Library, Kolkata has all the rights to modify, reproduce, rewrite, redeploy and redistribute this IP as Owner and the Bidder will not have any claim, whatsoever to this software property and documents.

If a third party claims that a product delivered by the Bidder to National Library, Kolkata infringes that party's patent or copyright, the Bidder shall defend National Library, Kolkata against that claim at the Bidder's expense and pay all costs, damages, and attorney's fees that a court finally awards or that are included in a settlement approved by the Bidder, provided that National Library, Kolkata promptly notifies Bidder in writing of the claim and allows Bidder to control, and cooperates with the Bidder in the defense and any related settlement negotiations.

21. Governing Laws

This Tender Document and the contract shall be governed by and interpreted in accordance with Laws in force in India. The courts at Kolkata shall have exclusive jurisdiction in all matters arising under the contract.

22. Penalty and Termination due to Non-Fulfilment of Contract

22.1 Penalty for delay in execution of scheme: If the installation and commissioning of the system is not completed in full within the stipulated period as prescribed in the

implementation schedule, a penalty at the rate of 2% per week of the total value for the amount of contract will be levied for a maximum period of 8 weeks. If the installation and commissioning is not completed even within this 8 weeks period, the Contract may be terminated in part or whole at the discretion of National Library, Kolkata and at the risk and cost of the Bidder.

22.2 Termination of contract for default

The National Library, Kolkata without prejudice to any other remedy available for breach of contract, may terminate the contract in whole by a 30 (thirty) days notice in writing to the Bidder in the event of any one or all of the following:

- (i) If the Bidder fails to implement the scheme within the time period stipulated in the bid and within time period extended with or without liquidated damages.
- (ii) If the Bidder fails to provide any one or all services as per this Contract, and fails to set right the disruption in service within the 30 (thirty) days notice period or show a valid reason to the National Library, Kolkata for the lapse.
- (iii) If the Bidder has engaged in corrupt or fraudulent practices in executing the Contract.
- (iv) In the event of termination of the contract in part or in whole for default of the Bidder, National Library, Kolkata is entitled to forfeit the proportionate amount from the amounts of the Bidder which are in the hands of the National Library, Kolkata.

22.3 Termination for insolvency

If the Bidder becomes bankrupt or is otherwise declared insolvent, then the National Library, Kolkata may at any time terminate the contract by giving written notice of 30 (thirty) days to the Bidder. Such termination shall not prejudice or preclude any right of the action or remedy, which has accrued or will accrue to the National Library, Kolkata and vice versa.

23. Provisions for Unsatisfactory Services

If services of bidder are not found satisfactory, at any stage during the period of contract, in such situations the Bidder shall be bound to remove the deficiencies at its own cost within the time period fixed by the National Library, Kolkata. In case the Bidder is not able to remove and rectify the deficiencies within the given time period, the National Library, Kolkata will be competent to make alternative arrangements of the services at the risk and cost of the Bidder and the costs so incurred shall be deducted from the due amount payable to the Bidder.

ANNEXURE A

Technical Bid

Bid Letter

To

The Director General
National Library
Belvedere, Alipore
Kolkata

Ref. Tender No.NL/S&S/COMP/AMC/31

Date: 30.06.2017

Sub: Bid for providing services relating to AMC of Desktop Computers, Printers, Networking and other IT peripherals for effective and efficient operation and management of Information and Communication Technology setup in the National Library

Sir,

We, the undersigned Bidder, having read and examined in detail the specifications and all the bidding documents do propose to provide the Services as specified in the bidding document **No.NL/S&S/COMP/AMC/31**

We are well equipped with all the latest Image capture methods and facilities required for providing services and we welcome any sorts our establishment is open for inspection by National Library.

All prices mentioned in our bid are in accordance with the terms specified in bidding documents:

All the prices and other terms and conditions of this bid are valid for a period of 60 calendar days from the date of opening of the bids.

We are an Indian firm and do hereby confirm that our Bid prices are all inclusive.

We have carefully read and understood the terms and conditions of the contract applicable to the tender and we do hereby undertake to provide the services as per these terms and conditions. The technical Deviations are only those mentioned in Annexure D.

We enclose herewith the complete Technical Bid as required by you. This includes:

- i. Bid letter (Annexure A)
- ii. Bid particulars (Annexure B)
- iii. Bidder's experience (Annexure C)
- iv. Statement of deviation(s) (Annexure D)
- v. Details of Manpower (Annexure E)
- vi. Documentary proof for fulfilment of pre-qualification and eligibility criteria of the tender document (Annexure F)
- vii. Details of earnest money deposit (Annexure G)

Certified that we are:

A sole proprietorship firm and the person signing the tender is the sole proprietor/constituted attorney of the sole proprietor,

Or

A partnership firm, and the person signing the tender has the authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement / by virtue of general power of attorney,

Or

A company and the person signing the tender is the constituted Attorney.

Or

A Consortium of companies and the person signing the contract is the coordinator for this project on behalf of the consortium. He is assigned with the authority to refer to arbitration disputes concerning the business of the consortium agreement / by virtue of general power of attorney.

Note: Delete whatever is not applicable. All corrections/deletions should invariably be duly attested by the person authorized to sign the tender document.

We do undertake that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof, the tender document and placement of letter of intent awarding the contract, shall constitute a binding contract between us.

Dated this day of 2017.

Signature of Bidder
Full Address:

Details of enclosures.

Telephone No
Fax no
Company seal

ANNEXURE B

**Technical Bid
Bid Particulars**

Bid particulars for Tender No. : No.NL/S&S/COMP/AMC/31

1) Name of the Bidder :

2) Address of the Bidder :

Telephone

Fax

E-mail

3) Date of Inception : (for primary party)

4) Bidder's bid number and date:

5) Name and address of the Officer to whom:
all references shall be made regarding this tender

Phone :

Fax :

Email :

Signature :

Name :

Designation :

Date :

Company Seal

ANNEXURE C

Technical Bid

Client details where projects have been undertaken (last five years work orders and work completion certificates)

Name & Address of Client :

Type of Client :

Place(s) of Service :

Duration :

Total number of manpower deployed :

Approximate value of Service (in Indian Rupees) :

Details of hardware used including the number, software and technology used: :

Any special features of the project which the Bidder may like to specify :

Name, Title and contact details at the client location :

Bidder signature, name, designation and company seal :

Note:

1. Separate sheet for each client to be enclosed
2. Letter from the client on the project executed

ANNEXURE D

Technical Bid

Statement of Deviation(s) from Tender Terms & Conditions

Dear Sirs,

Following are the deviations and variations from the tender terms and conditions. These deviations and variations are exhaustive. Except these deviations and variations, the entire Service shall be imparted as per your specifications and documents.

Sl. No.	Section No.	Clause No.	Page No.	Statement of deviations and No. variations
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Signature of Bidder

Name

Date

Place

Company Seal

ANNEXURE E

Technical Bid

Details of Manpower to be used

1. Name of Company and Address :

2. Manpower (with CVs having :
relevant experience) along with the
Manager for this project

Signature of Authorized Signatory with date and company seal

ANNEXURE F

Technical Bid

Documentary proof for fulfilment of pre-qualification conditions

The authorized signatory representing the Bidder should duly attest the attached photocopies of the supporting documents.

ANNEXURE G

Earnest Money Deposit Details

(Please give the details of the Earnest Money Deposit of Rs.50,000/- (Rupees fifty thousand only)in the form of Bank Draft / Pay Order being furnished for bidding in this tender)

ANNEXURE H

Financial Bid

Bid Letter

To

The Director General,
National Library,
Belvedere, Alipore,
Kolkata.

Ref. Tender No.NL/S&S/COMP/AMC/ 31

Dated: 30.06.2017

Sir,

We declare:

That we/our principals are equipped with adequate hardware/software and other facilities required for providing services and our establishment is open for inspection by the representatives of the NATIONAL LIBRARY.

We hereby offer to provide services at the prices and rates mentioned in the financial Bid as per Annexure J (with the Statement of Financial Deviations as per Annexure I).

We do hereby undertake, that

In the event of acceptances of our bid, the services shall be provided as stipulated in the work order and the tender terms and conditions to the Bid and that we shall perform all the incidental services.

The quoted prices are inclusive of all charges such as transportation of hardware, software, manpower and etc. for providing the desired services.

We enclose herewith the complete Commercial Bid as required by you. This includes.

- A. Bid Letter (Annexure H)
- B. Statement of Financial Deviation (Annexure I), if any
- C. Details of cost of services offered (Annexure J)

We agree to abide by our offer a period of 90 days from the date fixed for opening of the tenders and that we shall remain bound by a communication within that time.

We have carefully read and understood the terms and conditioned of the tender and the conditions of the contract applicable to the tender and we do hereby undertake to provide the services as per these terms and conditions.

Certified that we are:

A sole proprietorship firm and the person signing the tender is the sole proprietor/constituted attorney of the sole proprietor.

Or

A partnership firm, and the person signing the tender has the authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney.

Or

A company and the person signing the tender is the constituted attorney.

Or

A Consortium of companies and the person signing the contract is the coordinator for this project on behalf of the consortium. He is assigned with the authority to refer to arbitration disputes concerning the business of the consortium agreement / by virtue of general power of attorney.

Note: Delete whatever is not applicable. All corrections/deletions should invariably be duly attested by the person authorized to sign the tender document.

We do undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof, the tender document and placement of letter of intent awarding the contract, shall constitute a binding contract between us.

Dated thisday of 2017.

Signature of Bidder

Full Address:

Details of enclosures.

Telephone No.

Address :

Fax No.

Company Seal

ANNEXURE I

Financial Bid

Statement of Financial/Commercial Deviation(s)

Following are the Commercial deviation(s) and variation(s) from the specification(s) and documents for the Tender. These deviation(s) and variation(s) are exhaustive. Except these deviation(s) and variation(s), the entire service shall be imparted as per your specifications and documents.

Sl. No.	Section No.	Clause No.	Page No.	Statement of deviations and Variations
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Signature of Bidder

Name

Date

Place

Company

ANNEXURE J

(Financial Bid)

Detail costs structure for image capture and processing with final output as per the Specifications.

To, Director General National Library, Belvedere, Alipore, Kolkata - 700 027	Bid Reference No : NL/S&S/COMP/AMC/31.....dated/...../2017	
PART-II : COMMERCIAL BID		
Sl. No.	Item Description	Amount (In Rs.)
1	AMC for the items mentioned in B. Technical Clause No. 4	
2	Onsite Facility Management Services Engineer (Resident Engineer)	
Total Value (In Rs.) :		
Add Taxes (In Rs.) :		
Grand Total Value (In Rs.) :		
In Words (INR): Rupees		
..... Only		
For & On behalf of the Bidder		
Signature with Seal		