

**GOVERNMENT OF HARYANA  
DEPARTMENT OF MEDICAL EDUCATION &  
RESEARCH**



**VOLUME –I  
REQUEST FOR PROPOSAL**

**For Comprehensive Maintenance Contract (CMC) of IT and  
Networking Services for**

**For**

**‘SHAHEED HASAN KHAN MEWATI GOVERNMENT  
MEDICAL COLLEGE, NALHAR.’**

**2024-25**

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**VOLUME – II – DRAFT AGREEMENT**

## **Disclaimer**

The information contained in this Request for Proposal document (the“RFP”)or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Work (i.e., Services to be provided). Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this RFP.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Authority may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select the Agency, as the case may be, for the Work and the Authority reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority, or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

**GOVERNMENT OF HARYANA  
DEPARTMENT OF MEDICAL EDUCATION & RESEARCH, PANCHKULA**

**NOTICE INVITING REQUEST FOR PROPOSAL**

No. SHKM/Tender/2024/34

Date: 25.11.2024

The Governor of Haryana, represented by Director, Shaheed Hasan Khan Mewati Govt. Medical College (“Authority”) invites online bids under single stage two bid system i.e., Technical Bid and Financial Bid (comprising of Financial Bid under online available Financial Bid format) through e-tendering from eligible individual firms, proprietary firm, Partnership firm, Limited Liability Partnership, Company legally constituted and registered with appropriate authority, for providing **Comprehensive Maintenance of IT and Networking Services at Shaheed Hasan Khan Mewati Govt. Medical College, Nalhar.**

<b>TABLE – I (Bid Data Sheet)</b>		
<b>Sl. No.</b>	<b>Description</b>	<b>Details</b>
1	Name of Work	Comprehensive Maintenance of IT and Networking Services at Director, SHKM GMC, Nalhar.
2	Estimated Cost (INR) excluding GST and other taxes	INR 86,68,590/- ( Rupees Eight Six Lac Sixty Eight Thousands Five Hundred Ninety Only )
3	Client	Department of Medical Education and Research, Haryana
4	Contract Duration	24 months
5	E-tender fee to be submitted online	INR 1,180
6	Tender Document Fee to be submitted online	INR 5,000
7	Bid Security/Earnest Money Deposit (EMD) to be submitted in form of a Demand Draft/Online	INR 1,73372/- (Rupees One Lac Seventy Three Thousands Three Hundred Seventy Two only)
8	Start Date of RFP Download and Bid Submission	29.11.2024 from 02:00 P.M. IST
9	Last date and time to receive pre-bid queries through e-mail (tendergmcmeawat@gmail.com)	02.12.2024 by 04:00 P.M. IST
10	Date and Time of Pre-bid meeting (at SHKM GMC, Nalhar, Nuh)	05.12.2024 at 11:00 A.M. IST
11	Authority’s response to Pre-bid queries	06.12.2024 at 11:00 A.M. IST

12	Last date and time to upload the bids/ Bid due date (online)	12.12.2024 by 05:00 P.M. IST
13	Physical Submission of Bid Security/EMD and other documents in Authority's office	12.12.2024 by 04:00 P.M. IST
14	Date of opening of Technical Bid	13.12.2024 at 11:00 A.M.
15	Declaration of Eligible/Qualified Bidders	As per decided by committee
16	Date of opening of Financial Bid	To be intimated at later stage
17	Letter of Acceptance (LOA)	To be intimated at later stage
18	Validity of Bid	120 days from the last date for submission of bids/Bid due date
19	Acknowledging the LOA and submission of its receipt	Within 7 (Seven) days of receipt of LOA by the Bidder.
20	Signing of Agreement	Within 10 (Ten) days of receipt of LOA by the Bidder.
21	Submission of Performance Security @10% of the Contract Price	Within One month of signing of Agreement.
22	Commencement of Work	Within 15 days of receipt of LOA by the Bidder.

The bidders may download the documents from the website [etenders.hry.nic.in](http://etenders.hry.nic.in) from **29.11.2024**, and submit the bid along with the document fee, e-tender fee and bid security. The bid will be examined based on the Minimum Eligibility Criteria for participation (based on past experience and turnover requirements), followed by the financial proposal. The bidder quoting the lowest aggregate bid price shall be selected as L-1 bidder and shall be awarded the work.

The Authority reserves the right to accept or reject any bid without assigning any reason or incurring any liability whatsoever. Bidders are advised to regularly scan through above website as corrigendum/ amendments etc. if any, will be notified on these websites only and separate press advertisement will not be made for this.

**Director,  
SHKM GMC, Nalhar, Nuh.**

## INTRODUCTION

### 1.1. Background

- 1.1.1. The Department of Medical Education and Research, Haryana, was established in September 2014 by the Government of Haryana for providing high quality medical education and research facilities to the students through establishment and regulations of world class medical, dental and paramedical educational institutions.
- 1.1.2. SHKM Govt. Medical College was established in the year 2012 through a Government of Haryana Legislative Assembly (Medical Facilities to Members) Act, 1986 and the Haryana Legislative Assembly (Medical Facilities to Members) Rules, 1988. It is situated in NUH district of Haryana state in India. SHKM Government Medical College, Nalhar is the Medical College of Haryana Government, (under the Department of Medical Education & Research, Government of Haryana) and affiliated with Pt. B.D. Sharma, UHS Rohtak and recognized by the Medical Council of India. Presently it admits 120 students for MBBS course every year. SHKM hospital is the affiliated teaching hospital and has about 647 beds equipped with all modern facilities.
- 1.1.3. The Medical College has an Academic Block, Hostels, Staff Quarters & Sr. Doctor residential facilities with all services.

### 1.2. Brief description of the Bidding Process

- 1.2.1. The Authority has adopted a single-stage two bid system under the bidding process (collectively the “Bidding Process”) for evaluating the Proposals comprising technical and financial bids to be submitted online. To participate in the Bidding Process, the Applicant should complete all stages of purchase, download of RFP from [etenders.hry.nic.in](http://etenders.hry.nic.in) (“e-Procurement Portal”); and undertake the final Proposal submission through the e-Procurement Portal. Proposals which are submitted on the e-Procurement Portal alone will be accepted by the Authority. The Applicants are advised to download the RFP documents at least 1 (one) day prior to the Proposal Due Date to safeguard their participation and avoid any delay. The Applicants are advised to upload the Proposal sufficiently before the specified time on the Proposal Due Date to avoid any technical issues or malfunction in the network caused by heavy internet traffic on the Proposal Due Date. The Authority shall not be responsible for any failure, malfunction or breakdown of the e-Procurement Portal during the Bidding Process. The Applicants are required to register on the e-Procurement Portal. Applicants are also required to obtain digital signature to upload the Technical and Financial Proposals. Applicants are requested to visit the e-Procurement Portal for the details related to online registration and submission of Proposals.
- 1.2.1.1. The Bidder shall pay a non-refundable sum of INR 5,000 as Tender document fee, online at e-procurement portal. For the avoidance of doubt, no exemption from payment of Document Fee is permitted. Further, a scanned attested copy of the receipt of payment of the Document Fees shall be uploaded by the Bidder along with its Technical Bid on the e-Procurement Portal and the hard copy of such receipt shall also be submitted along with the physical submission of the Technical Bid.

1.2.1.2. Eligibility and qualification of the bidder (The “Bidder”, which expression shall, unless repugnant to the context, include the members of the Consortium) will be first examined based on the details submitted (“Technical Bid”) with respect to eligibility and qualifications criteria prescribed in this RFP. The financial bid submitted online (“Financial Bid”) of only those Bidders whose Technical Bids are substantially responsive to eligibility and qualifications requirements as per this RFP shall be opened. For avoidance of doubt, it is clarified that Financial Bid has to be submitted online only. No physical hard copy of Financial Bid is to be submitted by the Bidders. In case a bidder submits Financial Bid in hard copy, its bid shall be liable for rejection.

GOI has issued guidelines (see Appendix-IA of RFP) for qualification of bidders seeking to acquire stakes in any public sector enterprise through the process of disinvestment. These guidelines shall apply mutatis mutandis to this Bidding Process. The Authority shall be entitled to disqualify any Bidder in accordance with the aforesaid guidelines at any stage of the Bidding Process.

Bidder must follow the server time that is being displayed on bidder’s dashboard at the top of the e-Procurement Portal, which shall be considered valid for all actions of requesting, bid submission and bid opening etc.

1.2.2. The Financial Bids of only those Bidders who are considered responsive and meet the Minimum Eligibility Criteria (the “Qualified Bidders”) would be opened and evaluated for the purpose of identifying the Selected Bidder.

1.2.3. Any addenda issued subsequent to this RFP, but on or before the Bid Due Date, will be deemed to form part of the Bidding Documents.

1.2.4. The Bid shall be valid for a period of not less than 120 (One Hundred Twenty) days from the Bid Due Date. In terms of the RFP, a Bidder is required to deposit, along with its Bid, a bid security/Earnest Money Deposit equivalent to the amount specified in serial number 7 of the Bid Data Sheet (Table – I) as the Bid Security (“**Bid Security/EMD**”). The Bid Security will be refundable, not later than 120 (One Hundred and Twenty) days from the Bid Due Date except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Contract. The Bidders will have to provide Bid Security online/in the form of a demand draft. The Demand Draft shall be in favour of “**DIR TENDER SHKM GOVT. MEDICAL COLLEGE**” payable at Nuh. The Demand Draft shall (unless uncashed) prior to its expiry be renewed from time to time to keep it valid and enforceable for a period of 180 (One Hundred and Eighty) days from the Bid Due Date. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. It is hereby instructed that the Bidders are to submit a scanned copy of the Bid Security along with the soft copy submission of the Technical Bid on the e-Procurement Portal. The Bidder(s) shall also submit the original Bid Security (in the form of demand draft/receipt of online payment) in hard copy on or before Bid Due Date.

1.2.5. Any queries or request for additional information concerning this RFP shall be submitted vide e-mail ([dirshkmnuh.med-hry@nic.in](mailto:dirshkmnuh.med-hry@nic.in)) and [tendergmcmewat@gmail.com](mailto:tendergmcmewat@gmail.com)).

1.2.6. The pre-bid queries should be submitted in the format specified below to be considered for response and they should be submitted in MS-Excel format. Pre-bid

queries not submitted in the prescribed format may not be responded to.

S. N.	Page No.	Part of RFP	Clause No.	Text provided in RFP	Clarification sought with justification, if any
1.	[●]	[●]	[●]	[●]	[●]
2.	[●]	[●]	[●]	[●]	[●]
...	.....	....	.....	.....	.....

It is preferred that the queries should be sent to the Authority at least 2 (two) business days before the scheduled pre-bid conference. The envelopes or/and email /fax/ communication shall clearly bear the following identification/ title:

**“Queries/Request for Additional Information: RFP  
for.....”**

### 1.3. Schedule of Bidding

The Authority shall receive Bids for selection of the Selected Bidder(s) pursuant to and in accordance with the terms set forth in the RFP and other documents to be provided by the Authority pursuant to this RFP, as modified, altered, amended and clarified from time to time by the Authority (collectively the “Bidding Documents”). Any addenda issued subsequent to the issuance of this RFP, but before the Bid Due Date, will be deemed to form part of the Bidding Documents. All Bids shall be prepared and submitted in accordance with such terms on or before the time on the date specified in this RFP for submission of Bids by the Bid Due Date.

The Authority shall endeavor to adhere to the schedule provided under Table - I. (Bid Data Sheet) However, the Authority may, at its own discretion, revise or extend any of the timelines set out.

## 2. INSTRUCTIONS TO BIDDERS

### A. GENERAL

#### 2.1. General Terms of Bidding

- 2.1.1. No Bidder shall submit more than one Bid for the Work. A Bidder shall not be entitled to submit another bid, as the case may be, failing which such Bidder and its Bids shall be summarily rejected. Consortium of bidders for participation in the bidding process shall not be allowed.
- 2.1.2. Unless the context otherwise requires, the terms not defined in this RFP, but defined in the Contract shall have the meaning assigned thereto in the Contract.
- 2.1.3. The bidding documents can be downloaded from [etenders.hry.nic.in](http://etenders.hry.nic.in)  
For avoidance of doubt, it is clarified that the Bid shall be submitted on or before the Bid Due Date and time as per the details set out in [Clause 2.11]. The Bidder shall deposit a non-refundable tender document fee as specified in serial number 6 of Table - I (the “**Document Fee**”) towards purchase of the RFP. The Document Fee shall be submitted online.
- 2.1.4. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the Contract shall have an overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Contract.
- 2.1.5. The Bid shall be furnished as per formats provided in Appendix-I of this RFP. The bid shall include the following:
- |            |   |   |
|------------|---|---|
| ANNEXURE A | : | Letter Comprising the Bid                                       |
| ANNEXURE B | : | General Information of Bidder & Statement of the Legal Capacity |
| ANNEXURE C | : | Power of Attorney for Signing of Bid                            |
| ANNEXURE D | : | Technical Capacity of Bidder                                    |
| ANNEXURE E | : | Financial Capacity of Bidder                                    |
| ANNEXURE F | : | Bid Checklist   |
- 2.1.6. The Financial Bid for a Work should be submitted on [etenders.hry.nic.in](http://etenders.hry.nic.in)(“**e-Procurement Portal**”) only as per the format specified therein. The format provided at Appendix-II is for illustrative purposes only. In the event of any difference between figures and words, the amount indicated in words shall be taken into account. Any physical submission of the financial bids will be summarily rejected.
- 2.1.7. The Bidder shall deposit a Bid Security in accordance with the provisions of this RFP. The Bidder has to provide the Bid Security in the form of a Demand Draft/Online.
- 2.1.8. The demand draft’s validity shall not be less than 180 days from the Bid Due Date, for the purposes of encashment by the Authority. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable no later than 120 (one hundred and twenty) days from the Bid Due Date except in the case of the Selected Bidder whose Bid Security shall be retained till it

has provided a Performance Security.

- 2.1.9. The Bidder should submit a Power of Attorney as per the format set forth in Annexure C of Appendix-I, duly supported with extracts of the charter document or board resolution, in favour of executant authorizing the signatory of the Bid to commit the Bidder.
- 2.1.10. Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 2.1.11. All communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- 2.1.12. The Bidding Documents including this RFP and all attached documents are and shall remain the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this clause shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return any bid, or any information provided along therewith.
- 2.1.13. Any award of the Work shall be subject to the terms of Bidding Documents.
- 2.1.14. A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Work is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Work during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Contract. In the event any such adviser is engaged by the Selected Bidder or Agency, as the case may be, after issue of the LOA or execution of the Contract for matters related or incidental to the Work, then notwithstanding anything to the contrary contained herein or in the LOA or the Contract and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have thereunder or otherwise, the LOA or the Contract, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Agency for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated prior to the Bid Due Date. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Work.
- 2.1.15. This RFP is not transferrable.

## **2.2. Eligibility of Bidders**

2.2.1. For determining the eligibility of bidders, the following shall apply:

- a) The Bidder must be a single entity. No consortium is allowed.

- b) A Bidder shall be any legal entity registered/ incorporated in India including without limitation a company registered in India under the Companies Act 1956/2013; or a society registered under Society Registration Act, 1860; or any other Indian law for registration of societies; or a registered trust under Indian Trusts Act, 1882 or any other Indian law for registration of public trust or a sole proprietorship or a partnership registered under the relevant laws of incorporation in India or any combination of them with a formal intent to enter into an agreement.
- c) A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate 5% (five percent) of the value of the Bid Security or equivalent amount from the Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder’s proposal (the “**Damages**”), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the Concession Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
- i. The Bidder, its member or Associate (or any constituent thereof) and any other Bidder, its member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the shareholding of a Bidder, its member or an Associate thereof (or any shareholder thereof having a shareholding of more than 25% (Twenty five percent) of the paid up and subscribed capital; of such Bidder, member or Associate, as the case may be) in the other Bidder, its member or Associate, is not more than 25% (Twenty five percent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in Section 2(72) of the Companies Act, 2013. For the purposes of this Clause 2.2.1(c), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the

computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (Twenty six percent) of the subscribed and paid up equity shareholding of such intermediary; or

- ii. A constituent of such Bidder is also a constituent of another Bidder; or
- iii. Such Bidder, its member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its member or any Associate thereof; or
- iv. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- v. such Bidder, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
- vi. Such Bidder has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Work.

For purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

- d) A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Work is engaged by the Bidder, its members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Work during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Contract Agreement. In the event any such adviser is engaged by the Selected Bidder or Agency, as the case may be, after issue of the LOA or execution of the Contract Agreement for matters related or incidental to the Work, then notwithstanding anything to the contrary contained herein or in the LOA or the Contract Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have thereunder or otherwise, the LOA or the Contract Agreement, as

the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Agency for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder or Associate in the past, but its assignment expired or was terminated 6 (six) months prior to the date of issue of RFP for the Work. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of completion of the Work.

Provided that, in case the Authority seeks information / clarification from a Bidder related to occurrence / non-occurrence of Conflict of Interest and the Bidders fails to provide such information within a reasonable time, the Authority shall disqualify the Bidders and encash the Bid Security as per Clause 2.19.6 and further debar it from participation in any future procurement process for a minimum period of 1 (one) year.

- e) I. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey works) only if the bidder is registered with the Competent Authority. Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority.
- II. “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. “Bidder (or entity) from a country which shares a land border with India” for the purpose of this Order means: -
  - a. An entity incorporated, established or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose beneficial owner is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country.
- IV. The beneficial owner for the purpose of (iii) above will be as under:
  - 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting

alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation –

- a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent, of shares or capital or profits of the company.
  - b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
  3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.
  4. Where no natural person is identified under 1 or 2 or 3 above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
  5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.
- VII. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.

#### 2.2.2. Pre-qualification for Bidder – Evaluation Criteria

**Technical Capacity, Financial Capacity and Other Criteria:** For demonstrating the Technical Capacity, the Bidder shall need to fulfill the under mentioned minimum eligibility criteria (“**Minimum Eligibility Criteria**”):

- (i) The Bidder must meet the following criteria towards "**Technical Capacity**":

- a) The bidder should have successfully completed similar works during the last seven years ending last day of month previous to the one in which applications are invited should be either of the following:
  - i. Three similar completed works costing not less than the amount equal to 40 (forty) percent of the Estimated Cost, or
  - ii. Two similar completed works costing not less than the amount equal to 50 (fifty) percent of the Estimated Cost, or
  - iii. One similar completed work costing not less than the amount equal to 80 (eighty) percent of the Estimated Cost.

“Similar Work” shall mean experience in supply, installation and maintenance of IT hardware & System Networking like Switch’s, Servers, Network & Security devices, & other IT devices amongst others for government/ public/private sector enterprises in India. For arriving at cost of similar work, the value of work executed shall be brought to current costing level by enhancing the actual value of work at simple rate of seven percent per annum, calculated from the date of completion to the date of Bid opening.

The Bidder shall provide the documentary evidence in support of its credentials such as agreement copy/work order /letter of award, work completion certificate, as the case may, be for demonstrating the Technical Capacity. Only the works for which completion certificate(s) have been issued by an officer not below the rank of Executive Engineer/ Project Manager or equivalent, will be considered.

- (ii) In addition to the above, the bidder must fulfill the turnover criteria either individually or collectively, as the case may be, referred to as "**Financial Capacity**". The Average Annual Financial Turnover of the bidders during the last three years ending 31<sup>st</sup> March of the previous financial year should be at least 30% of the Estimated Cost of the work. For the purpose of this RFP, it is clarified that the estimated cost of the work is **INR 86,68,590/-**.
- (iii) The bidder should neither have been blacklisted nor debarred by any State/ Central Govt. Department /PSU/Boards/ Corporations etc., at the time of submission of Bid.
- (iv) The Bidder should submit a declaration that eligible works(s) as mentioned in eligibility criteria has/have not been got executed through another agency on back to back basis.
- (v) The bidder shall have ESI/ EPF registration. The copy of valid ESI/EPF registration shall be submitted.
- (vi) The bidder shall have GST registration. The copy of GST registration

shall be submitted.

- 2.2.3. The Bid must be accompanied by the audited annual reports of the Bidder for the latest financial year preceding the Bid Due Date.
- 2.2.4. No change in the composition of the Bidder is allowed subsequent to the submission of the Bid during the Bidding Process or in case of the Selected Bidder during the Term of the Work, otherwise the bid shall be disqualified and Bid Security or Performance Security or Performance Guarantee as the case may be, shall be forfeited.
- 2.2.5. This RFP is not transferable.

### **2.3. Intentionally left blank**

### **2.4. Number of bids and their costs thereof**

No Bidder shall submit more than one Bid for the Work. A Bidder shall not be entitled to submit another Bid as the case may be. The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

### **2.5. Intentionally left blank**

### **2.6. Verification and Disqualification**

- 2.6.1. The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.
- 2.6.2. Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and / or reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 2.6.3. The Authority reserves the right to reject any Bid and appropriate the Bid Security if, at any time, a material misrepresentation is made or uncovered or the Bidder does not provide, within the time specified by the Authority, supplemental information sought by the Authority for evaluation of the Bid. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Bids have been opened and the First Ranked Bidder gets disqualified / rejected, then the

Authority reserves the right to take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

- 2.6.4. In case it is found during the evaluation or at any time after selection of Qualified Bidders or Selected Bidders or before/after signing of the Contract or after its execution and during the period of subsistence thereof, one or more of the Minimum Eligibility Criteria have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith, notwithstanding anything to the contrary contained therein or in this RFP, in the Bidding Documents and the Contract (if executed) shall be liable to be terminated, by a communication in writing by the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Bidder or Selected Bidder, as the case may be. In such an event, the Authority shall have a right to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as compensation and Damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

## **B. DOCUMENTS**

- 2.7. This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addendum issued in accordance with Clause 2.9. The Draft Agreement set out in Volume II as part of the Bid Documents shall be deemed to be part of this RFP.

### **Volume I –Request for Proposal**

#### **Invitation for Bids**

- |            |                             |
|------------|-----------------------------|
| Section 1. | Introduction                |
| Section 2. | Instructions to Bidders     |
| Section 3. | Evaluation of Bids          |
| Section 4. | Fraud and Corrupt Practices |
| Section 5. | Pre-Bid Conference          |
| Section 6. | Miscellaneous               |

#### **Appendices**

##### **I. Formats for Technical Bid**

- |             |   |
|-------------|---|
| ANNEXURE A. | Letter comprising the Bid                                       |
| ANNEXURE B. | General Information of Bidder & Statement of the Legal Capacity |
| ANNEXURE C. | Power of Attorney for Signing of Bid                            |
| ANNEXURE D. | Technical Capacity of Bidder                                    |
| ANNEXURE E. | Financial Capacity of Bidder                                    |
| ANNEXURE F. | Bid Checklist   |

## II. Format for Financial Bid (to be submitted online only)

### **Volume II - Draft Agreement**

#### **2.8. Clarifications**

- 2.8.1. Bidders requiring any clarification on the Bidding Documents including the RFP may notify the Authority in writing or by fax and e-mail (dirshkm.med-hry@nic.in). They should send in their queries before the date mentioned in the schedule of Bidding Process specified in Table – I (Bid Data Sheet). The Authority shall endeavor to respond to the queries within the period specified therein, but no later than 5 (five) days prior to the Bid Due Date. The responses will be given on e-mail.
- 2.8.2. The Authority shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- 2.8.3. The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority, or its employees or representatives shall not in any way or manner be binding on the Authority.
- 2.8.4. To facilitate evaluation of the Bids, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) may without prejudice include clarifications with respect to minor deviations found in the Bid and shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.8.5. If a Bidder does not provide clarifications sought under Clause 2.8.4 above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

#### **2.9. Amendment of the RFP**

- 2.9.1. At any time prior to the deadline for submission of Bids, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of an addendum (“Addendum”).
- 2.9.2. Any Addendum issued hereunder will be sent in writing to all the Bidders.
- 2.9.3. To afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, at its own discretion, extend the Bid Due Date.

2.9.4. The Bidders who have downloaded the Bidding Documents are advised to regularly check for amendments/corrigendum/clarifications, if any issued by the Authority and which shall form part and parcel of the Bidding Documents. Such amendments /corrigendum/clarifications will be posted on the e-Procurement Portal. Any ignorance on the part of the Bidder in not checking the e-Procurement Portal will not be an excuse and the Authority is not responsible if any Bidder omits to notice any amendments/corrigendum/ clarification.

## **C. PREPARATION AND SUBMISSION OF BIDS**

### **2.10. Format and Signing of Bid**

2.10.1. The Bidder shall provide all the information sought under this RFP and upload the same on the e-Procurement Portal as a part of its online submission of Bid as well as by way of physical submission of original copy of the Enclosures to Bid to the Authority. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects and which are submitted on the e-procurement portal on or prior to the Bid Due Date. Incomplete and /or conditional Bids or not submitted online on e-procurement portal shall be rejected.

2.10.2. The Bidders shall submit both the Technical Bid as well as the Financial Bid, along with all the Annexures thereto, on the e-Procurement Portal. Each page of the Bid shall bear the digital signature of the Bidder. The Bidders shall sign their Bids using Class III - Digital Certificates, issued from any agency authorized by Controller of Certifying Authority (CCA), Government of India, upon uploading the soft copy of the Technical Bid to the e-Procurement Portal.

Bidders shall note that the very act of using DSC for downloading the tender document and thereafter uploading their Bids shall be deemed to be a confirmation that they have read all sections and pages of the Bidding Documents without any exception and have understood the complete Bidding Documents and are clear about the requirements herein.

While submitting the Bids online, the Bidder shall read the terms & conditions of the e-Procurement Portal and accepts the same in order to proceed further to submit their Bid.

Bidders must get ready in advance the bid documents to be submitted as indicated in this RFP in PDF/xls/rar/zip/dwg formats.

2.10.3. After the bid submission, the Bidders shall take print out of system generated acknowledgement number and keep it as a record of evidence for online submission of Bid.

2.10.4. Bidder must follow the server time that is being displayed on Bidder's dashboard

at the top of the e-Procurement Portal, which shall be considered valid for all actions of requesting, bid submission and bid opening etc., in the e-procurement portal.

- 2.10.5. All the documents being submitted by the Bidders would be encrypted to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening.
- 2.10.6. The Bidders shall also be required to submit a hard copy of all the documents (“**Enclosures to Bid**”) [except the Financial Bid, which shall be submitted online on the e-procurement portal] in a sealed envelope on or before the Bid Due Date, failing which the Bid shall be rejected.

The hard copy of the Enclosures to Bid shall be typed and signed in indelible blue ink by the authorized signatory of the Bidder who shall initial every page. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid. For avoidance of doubt, no hard copy of Financial Bid shall be submitted.

- 2.10.7. Financial Bid shall be submitted/uploaded online in the format provided on the e-Procurement Portal. Bidder shall quote their rates in figures only in the provided cells, thereafter, save and upload the file along with the submission of the Financial Bid only. It is clarified that the Financial Bid shall be submitted solely based on the obligation to undertake the mandatory development obligation i.e., **providing Comprehensive maintenance of IT and Networking Services** subject to and in accordance with terms hereof and contract agreement.

## **2.11. Submission of Bids**

- 2.11.1. The Bidder shall submit the Bid no later than the date and time specified as the Bid Due Date, on the e-procurement platform of the Authority at the Official Website ([etenders.hry.nic.in](http://etenders.hry.nic.in)), duly signed in digital form by the authorized signatory of the Bidder, by uploading the complete and legible scanned/digital copies of the Technical and Financial Bids in pdf/digital format (i.e. scanned copy of the original signed documents and the supporting documents) using valid Digital Signature Certificates. The documents submitted in the Bid should be scanned in at least 100 dpi with black and white option. Tenders/bids shall be accepted only through online mode on the Government e-Procurement website [etenders.hry.nic.in](http://etenders.hry.nic.in) and no manual submission of the same shall be entertained. Late tenders will not be accepted. However, hard copies of documents are also to be submitted with the bid (Technical Package) in the office of the Authority, as per Check List, before due date and time.
- 2.11.2. The Bid is to be submitted on the document downloaded from Official Website. The Bidder shall be responsible for its accuracy and correctness as per the version uploaded by the Authority and shall ensure that there are no changes

caused in the content of the downloaded document. In case of any discrepancy between the document used for submission by the Bidder and the version uploaded by the Authority, the latter shall prevail.

- 2.11.3. The bidders are instructed to compulsorily inspect and examine the site and its surroundings at their own cost and satisfy themselves before submitting their tenders as to the nature of the ground and sub soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. The bidder shall be responsible for arranging and maintaining at its own cost all materials, tools & plants, water, electricity, access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and local conditions and other factors having a bearing on the execution of the work. The bidders shall submit along with the bid a declaration after site visit. The Authority shall not be liable for such costs, regardless the outcome of the selection process.
- 2.11.4. The documents comprising the bids referred in clause 2.11.1 shall include:
- a) Letter comprising the Bid (Appendix – I - ANNEXURE A);
  - b) General Information of Bidder and Statement of the Legal Capacity (Appendix – I - ANNEXURE B)
  - c) Power of Attorney for signing of Bid in the prescribed format (Appendix – I - ANNEXURE C) supported with board resolution / charter document in favour of executant.
  - d) Technical Capacity of the Bidder (Appendix – I - ANNEXURE D).
  - e) Financial Capacity of the Bidder (Appendix – I - ANNEXURE E).
  - f) Bid Checklist (Appendix – I - ANNEXURE F).
  - g) Receipt of Tender Document Fee submitted online.
  - h) A copy of the Draft Agreement (Volume II) with each page initialed by the person signing the Bid in pursuance of the Power of Attorney referred to in Clause (c) hereinabove.
  - i) All Addendum, Corrigendum and responses to Pre-Bid Queries published by the Authority with each page initialed by the person signing the Bid in pursuance of the Power of Attorney referred to in Clause (c) hereinabove.
  - j) All other documents required to be submitted as per the terms of this RFP.
- 2.11.5. The Bidder shall submit the Financial Bid through e-Procurement portal for the Work in the format specified in Appendix – II. Any submission of Financial Bid in hard copy shall lead to the Bid being rejected in its entirety and declared as non-responsive. Each page of the Financial Bid shall bear the digital signature of the Bidder. The Bidders are required to sign their Bids using Class III DSC only.

- 2.11.6. If the envelope containing the hard copy of the Enclosures to Bids not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Technical Bid submitted and consequent losses, if any, suffered by the Bidder.
- 2.11.7. Any queries relating to the process of online bid submission or queries relating to the Portal may be directed to the 24x7 Helpdesk. The 24x7 Help Desk details are **0120-4200462, 0120-04001002**.
- 2.11.8. Bidders are requested to kindly mention the URL of the portal and Tender ID in the subject while emailing any issue along with the contact details.
- 2.11.9. In the event of any discrepancy between the soft copy/scanned copy of the Enclosures to Bid uploaded to the e-Procurement Portal and the hard copy of the same, the soft copy/scanned copy will prevail provided, however, that regardless of anything to the contrary, in case of legal documents and financial instruments, the hard copy shall prevail over the soft copy.
- 2.11.10. Bids submitted by fax or e-mail shall not be entertained and shall be rejected.

## **2.12. Bid due date and time**

- 2.12.1. Bids should be submitted on or before the time specified in Table - I on or before the Bid Due Date at the address and e-Procurement Portal provided in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the e-procurement portal.
- 2.12.2. The Authority may, in its sole discretion, extend the Bid Due Date and specified time by issuing an Addendum in accordance with Clause 2.9 uniformly for all Bidders.

## **2.13. Late bids**

Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected and returned unopened.

## **2.14. Contents of the bid**

- 2.14.1. The Technical Bid for the Work shall be furnished in the formats provided under Appendix– I in both online and hard copy as per Clause 2.11.
- 2.14.2. The Financial Bid shall be submitted through e-Procurement Portal in the format at Appendix – II. The Bidder shall specify (in INR) the amount payable to the Bidder by the Authority in accordance with this RFP and the provisions of the Draft Contract.  
The Bidder shall be responsible for discharging its obligations in accordance with the proposed Agreement to be signed between the Authority and the Selected Bidder (“Agreement/Contract”). The Draft Agreement has been provided as Volume II and the Scope of Work of the Selected Bidder along with the specifications are set out in the Draft Agreement. The Contract Price must be provided in the Financial Bid through e-procurement portal.
- 2.14.3. The opening of Bids and acceptance thereof shall be substantially in accordance with this RFP.
- 2.14.4. The proposed shall be deemed to be part of the bid.

## **2.15. Modifications/ Substitutions/ Withdrawal of Bids**

- 2.15.1. The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
- 2.15.2. Any alteration/ modification in the Bid or additional information or material supplied subsequent to the closing time on the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

## **2.16. Rejection of Bids**

- 2.16.1. Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any Bid and to annul Bidding Process and to reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reason whatsoever. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite fresh Bids hereunder.
- 2.16.2. The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

## **2.17. Validity of Bids**

The Bids shall be valid for a period of not less than 120 (One hundred and Twenty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

## **2.18. Confidentiality**

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the Bidding Process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

## **2.19. Correspondence with the bidder**

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

## **2.20. Bid Security/Earnest Money Deposit**

- 2.20.1. The Bidder shall furnish as part of its Bid, an Earnest Money Deposit (EMD) referred to in Table – I in the form of a demand draft in favour of ‘Director, SHKM GMC’, payable at NUH /Online. The Demand Draft shall (unless

uncashed) prior to its expiry be renewed from time to time to keep it valid and enforceable for a period of 180 (one hundred and eighty) days from the Bid Due Date.

- 2.20.2. The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.
- 2.20.3. Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.
- 2.20.4. The Selected Bidder(s)' Bid Security will be returned, without any interest, upon the Bidder signing the Contract and furnishing the Performance Security in accordance with the provisions thereof. Whereas, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority, and in any case within 120 (one hundred and twenty) days from the Bid Due Date, in the form of an account payee demand draft in favour of the unsuccessful Bidder(s)/auto – return mechanism of e-procurement portal (in case of online payment). Bidders may by specific instructions in writing to the Authority give the name and address of the person in whose favour the said demand draft shall be drawn by the Authority for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.
- 2.20.5. The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 2.19.6. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid validity period. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 2.20.6. The Bid Security shall be forfeited and appropriated by the Authority as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the Contract, or otherwise, under the following conditions:
  - a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP.
  - b) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by the Bidder from time to time.
  - c) In the case of Selected Bidder, if it fails within the specified time limit -
    - i. To sign the Letter of Award
    - ii. Sign the Contract; or
    - iii. To furnish the Performance Security within the period prescribed thereof in the Contract.
  - d) In case the Selected Bidder, having signed the Contract, commits any breach thereof prior to furnishing the Performance Security.

### **3. EVALUATION OF BIDS**

#### **3.1. Opening and Evaluation of Bids**

- 3.1.1. The Authority shall open the Technical Bid at the prescribed time in Table - I, at the office of the Director, SHKM GMC, Nalhar and record the names of the Bidders from whom Bids are received.
- 3.1.2. The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section 3.
- 3.1.3. To facilitate evaluation of Technical Bid, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Technical Bid. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. If a Bidder does not provide clarifications sought under this clause within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

#### **3.2. Test for responsiveness**

- 3.2.1. As part of the evaluation of Technical Bids, the Authority shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:
  - a) It is received as per the format at Appendix – I.
  - b) It is received by the Authority on or before the specified time on the Bid Due Date including any extension thereof pursuant to Clause 2.12.
  - c) It is signed as stipulated in Clause 2.11.1.
  - d) It is accompanied by the proof of paying the Bid Security/EMD.
  - e) It is accompanied by the Power of Attorney for signing of bid.
  - f) It does not contain any condition or qualification, and
  - g) It is not non-responsive in terms hereof.
- 3.2.2. Intentionally left blank.
- 3.2.3. The Bidder must establish the minimum eligibility criteria specified in Clause 2.2.2, and provide details as per format at Annex-II of Appendix-I.
- 3.2.4. The Bid must be accompanied by the Audited Annual Reports of the Bidder for the last 3 (three) financial years, preceding the year in which the Bid is made.
- 3.2.5. The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.

#### **3.3. Selection of Bidder**

- 3.3.1. The Bidders considered as responsive in terms of Clause 3.2.1 and fulfilling the Minimum Eligibility Criteria as set forth in Clause 2.2.2 shall be further

evaluated based on the evaluation criteria set forth in the RFP.

- 3.3.2. Financial Bids of only Qualified Bidders shall be considered for evaluation and shall be invited for the opening of Financial Bids.
- 3.3.3. The Authority shall select the Bidder through a Least Cost Based Selection (LCBS) process. Technical and Financial Bids shall be evaluated based on parameters specified in the RFP document.
- 3.3.4. The financial bid of only those Bidders who are technically qualified shall be opened. All the financial Bids shall then be ranked according to the financial Bid in increasing order with the Bidder quoting the least amount shall be ranked as L1 Bidder or Lowest Bidder (“L1 Bidder” or “Lowest Bidder”), Bidder quoting next higher figure as L2 and so on.
- 3.3.5. The bidders must quote rates for each and every item in the bid. If a bidder quotes nil rates against every item in bid, the bidder shall be treated as invalid and will not be considered as lowest bidder.
- 3.3.6. If two more bidders quote same lowest price, such lowest bidders can be asked to submit sealed revised offer and the revised offer should not be higher than their original quoted price. The lowest offer can be decided on the basis of revised offer. If the revised offer is again found to be equal, then the lowest bid of these bidders shall be decided by draw in presence of authorized representative of bidders.
- 3.3.7. The Bidder whose bid is adjudged as responsive in terms hereof and who quotes the lowest aggregate bid price as the service charge to be paid by the Authority shall ordinarily be declared as the selected bidder (the “**Selected Bidder**”).
- 3.3.8. After selection, a Letter of Award (the “**LOA**”) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder(s) to acknowledge the LOA, and the next eligible Bidder may be considered.
- 3.3.9. After acknowledgement of the LOA as aforesaid by the Selected Bidder(s), it shall execute the Contract within the period prescribed in Table – I (Bid Data Sheet). The Selected Bidder(s) shall not be entitled to seek any deviation, modification or amendment in the Contract.
- 3.3.10. The decision of Authority shall be final and binding on the bidders.

#### **3.4. Contacts during Bid Evaluation**

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, the Authority and/

or their employees/ representatives on matters related to the Bids under consideration.

### **3.5. Correspondence with Bidder**

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

3.6. Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Work is subsequently awarded to it on the basis of such information.

3.7. The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.

#### 4. FRAUD AND CORRUPT PRACTICES

- 4.1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Contract. Notwithstanding anything to the contrary contained herein, or in the LOA or the Contract, the Authority shall reject a Bid, withdraw the LOA, or terminate the Contract, as the case may be, without being liable in any manner whatsoever to the Bidder or successful Bidder, as the case may be, if it determines that the Bidder or successful Bidder, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
- 4.2. Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Contract, if a Bidder or agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Contract, such Bidder or agency shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.3. For the purpose of this clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- a) “**Corrupt practice**” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the Contract or arising therefrom, before or after the execution thereof, at any time prior to the expiry of 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process).
  - b) “**Fraudulent practice**” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process

- c) “**Coercive practice**” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process.
- d) “**Undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- e) “**Restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

## **5. PRE-BID MEETING**

- 5.1. Pre-bid meeting of the Bidders shall be convened at the designated date, time and place provided in Table – I of the RFP. A maximum of 2 (two) representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 5.2. During the course of pre-bid meetings, the Bidders shall be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, at its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.
- 5.3. The Authority may also organize additional pre-bid meeting and site visits and the details regarding the same will be made available on the website of the Authority.
- 5.4. Bidders are encouraged to attend the Pre-Bid conferences in person as a preferred mode.

## 6. MISCELLANEOUS

- 6.1. The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at NUH (**Governing District Center of the Medical College**) shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.
- 6.2. The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- a) Suspend and/or cancel the Bidding Process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto.
  - b) Consult with any Bidder in order to receive clarification or further information.
  - c) retain any information and/or evidence submitted to the Authority by, on behalf of, and/or in relation to any Bidder; or
  - d) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- 6.3. It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.
- 6.4. The Agreement and RFP are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this RFP, in the event of any conflict between them the priority shall be in the following order:
- i. The Agreement
  - ii. The RFP

**APPENDIX – I  
FORMATS FOR TECHNICAL BID**

**ANNEXURE A – LETTER COMPRISING THE BID**

Dated:

To

.....  
.....  
.....

Tel:

Fax:

Sub: Bid for the Appointment of Agency for .....

Dear Ma'am/Sir,

1. With reference to your RFP document dated ....., I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the Work. The Bid is unconditional and unqualified.
2. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of the Agency for the aforesaid Work, and we certify that all information provided in the Bid and in Appendix I and Appendix II is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as an Agency for the development and construction of the aforesaid Work.
4. I/ We shall make available to the Authority any additional information it may find necessary or require supplementing or authenticate the Bid.
5. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. We certify that in the last 3 (three) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any work or

contract nor have had any contract terminated for breach on our part.

7. I/ We declare that:

- a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority.
- b) I/ We do not have any Conflict of Interest in accordance with Clause 2.1.1 (c) of the RFP.
- c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any Authority, Central or State; and
- d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Work, without incurring any liability to the Bidders, in accordance with the provisions of this RFP.

9. I/ We believe that we satisfy the Turnover criteria and meet(s) all the requirements as specified in this RFP.

10. I/ We declare that we are not disqualified or debarred from participating in this bidding process.

11. I/ We certify that in regard to matters other than security and integrity of the country, I/ we/any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Work or which relates to a grave offence that outrages the moral sense of the community.

12. I/We further certify that in regard to matters relating to security and integrity of the country, I/ we/any of our Associates have not been charge-sheeted by any agency of the government/Authority or convicted by a Court of Law for any offence committed by us or by any of our Associates.

13. I/ We further certify that no investigation by a regulatory authority is pending either against us/ our Associates or against our CEO or any of our Directors/ Managers/ employees.

14. I/ We further certify that we are qualified to submit a Bid in accordance with the guidelines for qualification of bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment issued by the GOI vide Department of Disinvestment OM No. 6/4/2001-DD-II dated 13<sup>th</sup> July 2001 which guidelines apply mutatis mutandis to the Bidding Process.
15. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of provisions of this RFP, we shall intimate the Authority of the same immediately.
16. I/We further certify that we or any of our Associates are not barred by the Central Government/ State Government or any entity controlled by it, from participating in any work (PPP or otherwise), and no bar subsists as on the date of Bid.
17. I/We undertake that the Statement of Legal Capacity as per format provided at Annexure B of the RFP document, and duly signed, is enclosed. The Power of Attorney for Signing of Bid as per format provided at Annexure C of the RFP, is also enclosed.
18. I/We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of selection of the Agency under and in accordance with the RFP, I/We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our bid or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Contract, it would, notwithstanding anything to the contrary contained in the Contract, be deemed a breach thereof, and the Contract shall be liable to be terminated without the Authority/Authority being liable to us in any manner whatsoever.
19. I/ We understand that the Selected Bidder shall either be an existing company incorporated under the Companies Act in force in India or the applicable laws of the jurisdiction of its origin or be a society or a trust incorporated under applicable governing laws or partnership registered under the relevant laws of incorporation.
20. I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the Work and the terms and implementation thereof.
21. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Contract in accordance with the draft agreement that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and

agree to abide by the same.

22. I/We have studied all the Bidding Documents carefully. I/ We understand that except to the extent as expressly set forth in the Contract, I/ we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of it.
23. The Contract Price has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, Contract, our own estimates of costs call volumes and after a careful assessment of the Site and all the conditions that may affect the Contract Price and implementation of the Work.
24. I/We offer a Bid Security of INR ..... (Rupees .....)  
to the Authority in accordance with the RFP Document. The Bid Security in accordance with this RFP and in the form of a Demand Draft/Receipt of Online Payment is attached.
25. The documents accompanying the Technical Bid, as specified in Clause 2.11 of the RFP, have been submitted.
26. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Work / Contract is not awarded to me/us or our Bid is not opened.
27. The Financial Bid has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, the Contract Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the Estimated Cost and implementation of the Work.
28. I/We agree and undertake to abide by all the terms and conditions of the RFP.
29. I/We shall keep this offer valid for 120 (one hundred and twenty) days from the Bid Due Date specified in the RFP.
30. I/We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India under the provision to Clause 2.2.1 of the RFP; I/We certify that we abide by the terms and conditions.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP.

Yours faithfully,

Date:

(Signature of the Authorized signatory)

Place:

(Name and designation of the of the  
Authorized signatory)

Name and seal of Bidder

**ANNEXURE B  
GENERAL INFORMATION OF THE BIDDER**

1.
  - a. Name:
  - b. Country of incorporation:
  - c. Address of the {corporate headquarters and its branch office(s)/ registered office}, if any, in India:
  - d. Date of incorporation and/ or commencement of business:
  
2. Brief description of the {Company/Trust/ Society} including details of its main lines of business and proposed role and responsibilities in the Work:
  
3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
  - a. Name:
  - b. Designation:
  - c. Company:
  - d. Address:
  - e. Telephone Number:
  - f. E-Mail Address:
  - g. Fax Number:
  
4. Particulars of the Authorized Signatory of the Bidder:
  - a. Name:
  - b. Designation:
  - c. Address:
  - d. Phone Number:
  - e. Fax Number:
  
5. A statement by the Bidder or any of their Associates disclosing material nonperformance or contractual non-compliance in past works, contractual disputes and litigation/ arbitration in the recent past is given below. (Attach extra sheets, if necessary.)
  
6. **Statement of Legal Capacity**

(To be forwarded on the letterhead of the Bidder)

To,

.....,  
.....,

Dear Ma'am/Sir,

We hereby confirm that we satisfy the terms and conditions laid out in the Bid document.

We have agreed that ..... (Insert individual's name) will act as our representative and has been duly authorized to submit the Bid. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the Authorized Signatory)

For and on behalf of.....

**ANNEXURE C**  
**POWER OF ATTORNEY FOR SIGNING OF BID**

(Refer Clause 2.1.9)

(To be executed on Stamp Paper of appropriate value)

Know all men by these presents, We, \_\_\_\_\_(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. \_\_\_\_\_/ Ms \_\_\_\_\_(Name), son/daughter/wife of \_\_\_\_\_and presently residing at \_\_\_\_\_, who is {presently employed with us and holding the position of \_\_\_\_\_,} as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for *Appointment of* ..... ('Work") proposed or being developed by the ..... **Director**,.....Government Medical College(the "Authority") under the aegis of Department of Medical Education and Research, Government of Haryana,including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' meetings and other conferences and providing information /responses to the Authority, representing us in all matters before the Authority, signing and execution of all documents and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the Work and/or upon award thereof to us and/or till the entering into of the Contract with the Authority or any entity representing the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, \_\_\_\_\_, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF \_\_\_\_\_, 20\*\*.

For

.....

(Signature)

Witnesses:

(Name, Title and Address)

- 1.
- 2.

[Notarized]

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

**Notes:**

1. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
2. *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
3. *Power of Attorney should be executed on a non-judicial stamp paper of appropriate value as relevant to the place of execution (if required under Applicable Laws).*
4. *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.*
5. *However, in the countries, which are member of Hague convention, the document has to be notarized by the public notary and apostille by the designated competent authority of the issuing country.*

**ANNEXURE D**  
**TECHNICAL CAPACITY OF BIDDER**

*(Refer to Clause 2.2.2 of the RFP)*

**DETAILS OF ELIGIBLE SIMILAR NATURE OF WORKS COMPLETED IN LAST SEVEN YEARS ENDING PREVIOUS DAY OF LAST DATE OF SUBMISSION OF BID**

**Name of the Bidder: .....**

<i>Sl.No.</i>	<i>Details</i>	
1.	Name of work / work and location	
2.	Owner/Client or sponsoring organization	
3.	Type of work (with respect to the eligibility criteria of this bid)	
4.	Work Components[Please tick (√) in relevant box]	
a	Supply, Installation and Maintenance of IT hardware & System Networking Services	
5.	Cost of work on completion in INR Crores	
6.	Date of commencement as per contract	
7.	Stipulated date of completion	
8.	Actual date of completion	
9.	Date and No. of completion certificate	
10.	Ref. & Page No. of documentary proof of the detail missing in completion certificate	
11.	*Litigation/ arbitration cases pending / in progress with details	
12.	Name and Address (Postal & E-mail) / telephone number of officer to whom reference may be made	
13.	Whether the work was done on back to back basis	

Certified that the above list of works is complete, and no work has been left out and that the information given is correct to my / our knowledge and belief.

**Signature of Bidder(s) with stamp**

\*Indicate gross amount claimed and amount awarded by the Arbitrator.

Note: - Copy of work Orders and Completion Certificates of the above works should also be submitted.

**ANNEXURE E**  
**FINANCIAL CAPACITY OF BIDDER**

(To be certified by the statutory auditor of Bidder)  
(Refer to Clause 2.2.2 of the RFP)

**Name of the Client:** .....(Name of the Authority)

**Name of the Work:** Work for providing Comprehensive Maintenance of IT and Networking Services in .....(Name of the College).

<b>Bidder Type</b>	<b>Annual Turnover (INR Crores)</b>		
	<b>31<sup>st</sup> March 2021</b>	<b>31<sup>st</sup> March 2022</b>	<b>31<sup>st</sup> March 2023</b>
<b>As on</b>			
Single entity Bidder			
Consortium Member 1(Lead Member)			
Consortium Member 2			
Average Annual Turnover			

Name of the audit firm:

Seal of the audit firm

Date:

UDIN Number:

Instructions:

**Note:**

1. Annual Turnover should be certified by the Chartered Accountant/ Statutory Auditor.
2. The Bidder shall attach copies of the balance sheets, financial statements and Annual Reports in accordance with Clause 2.2.2 (iii) and Clause 3.2.4 of the RFP. The financial statements shall:
  - a. reflect the financial situation of the Bidder.
  - b. be audited by a statutory auditor.
  - c. be complete, including all notes to the financial statements; and
  - d. correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

## **AFFIDAVIT**

**(To be prepared in a 100 rupee non-judicial stamp notarized, duly signed and sealed by the authorized signatory)**

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that our firm M/s \_\_\_\_\_ have neither abandoned any contract awarded to us nor such works have been rescinded, during the last three years prior to the date of this application.
3. The undersigned also hereby confirm that M/s \_\_\_\_\_ have neither been blacklisted nor debarred by any State/ Central Govt. Department /PSU/Boards/ Corporations etc., at the time of Submission of Bid.
4. I/We undertake and confirm that eligible works(s) as mentioned in eligibility criteria 2.2.2 has/have not been got executed through another agency on back to back basis. Further that, if such a violation comes to the notice of Authority, then I/we shall be debarred for bidding in Authority in future forever. Also, if such a violation comes to the notice of Authority before date of start of work, the Authority shall be free to forfeit the entire amount of Performance Guarantee.
5. The undersigned hereby authorize (s) and request (s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.
6. The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the Authority.
7. The undersigned hereby confirmed that if the work is awarded to us, the work will be executed with utmost quality and in case of any rectification suggested by Authority at any stage of work due to poor quality, the same will be re executed by us at free of cost.
8. The undersigned undertake that 'I/We have not altered/ modified the financial bid attached in the e-tender portal [etenders.hry.nic.in](http://etenders.hry.nic.in). If it is found during the tender stage or later that the financial bid is modified by us, the Authority shall have the right to reject our bid.
9. The undersigned hereby confirmed that 'The work if awarded to us will be directly executed by us and sub agencies will be employed only for specialized works after getting the concurrence of Authority'.
10. The undersigned hereby confirmed that we are not having/initiated any litigation pending / in progress with the Authority.
11. That .....(name of bidder) shall comply with the Make in India Policy as per the order issued by Govt. of India, Department of Industrial Policy and Promotion (DIPP) vide No. P-45021/2/2017-PP (BE-II) dated 16.09.2020 and Rule 144(xi) of General Financial Rules (GFR) 2017 as per the order issued by Public Procurement Division, Ministry of Finance, GOI F.No.6/18/2019-PPD dated 23.07.2020 or any revision thereof during the entire subsistence of contract. We shall submit necessary document / certificate to authenticate our claim as per the requirement of Engineer in charge.
12. The undersigned hereby confirmed that we have not suppressed any fact for being eligible to bid.

**Signed by an Authorized Officer of the Bidder(s)**

**UNDERTAKING FOR ESI/EPF**

**(On a Rs 100/- non judicial stamp paper duly notarized)**

We do hereby indemnify the Authority, against all penal action that may be levied/affected by any concerned authority for default in any labour regulation/PF/ESI and other statutory requirements of the relevant Acts/Laws related to the work of the agency and will bear the legal charges, if any, and will pay the legal charges/dues directly to the concerned authority.

Signed by an Authorized Officer of the Bidder(s)

**GST REGISTRATION DETAILS**

<b>Sl. No.</b>	<b>Description</b>	<b>Details</b>
1.	Entity Name	
2.	Address (As per registration with GST)	
3.	City	
4.	Postal code	
5.	Region/State (complete state name)	
6.	Permanent account number	
7.	GSTN	
8.	Type of business (As per registration with GST)	
9.	Service accounting code/HSN Code	
10.	Contact Person	
11.	Phone Number and Mobile Number	
12.	Email ID	
13.	Compliance Rating (If updated by GSTN)	

**Signature of bidder(s) with seal**

**ANNEXURE F  
BID CHECKLIST**

<b>S. No</b>	<b>Item</b>	<b>Checked by Bidder</b>	<b>Checked by Authority</b>
1	Letter comprising the Bid (Appendix – I - ANNEXURE A);		
2	General Information of Bidder & Statement of the Legal Capacity (Appendix – I - ANNEXURE B)		
3	Power of Attorney for signing of Bid in the prescribed format (Appendix – I - ANNEXURE C) duly supported by a charter document or board resolution in favour of executant;		
5	Technical Capacity of the Bidder (Appendix – I - ANNEXURE D);		
6	Financial Capacity of the Bidder (Appendix – I - ANNEXURE E);		
7	A copy of the Contract (VOLUME - II) with each page initialed by the person signing the Bid in pursuance of the Power of Attorney (along with all addendums, corrigendum and responses to Pre-Bid Queries published by the Authority with each page initialed by the person signing the Bid)		
8	Receipt of INR 5,000 /- towards cost of the Bid Documents		

## **APPENDIX-IA**

### **Guidelines of the Department of Disinvestment**

*(Refer Clause 1.2.1.2)*

No. 6/4/2001-DD-II  
Government of India  
Department of Disinvestment  
Block 14, CGO Complex  
New Delhi.

Dated 13th July 2001.

### **OFFICE MEMORANDUM**

Sub: Guidelines for qualification of Bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment

Government has examined the issue of framing comprehensive and transparent guidelines defining the criteria for bidders interested in PSE-disinvestment so that the parties selected through competitive bidding could inspire public confidence. Earlier, criteria like net worth, experience etc. used to be prescribed. Based on experience and in consultation with concerned departments, Government has decided to prescribe the following additional criteria for the qualification/ disqualification of the parties seeking to acquire stakes in public sector enterprises through disinvestment:

- (a) In regard to matters other than the security and integrity of the country, any conviction by a Court of Law or indictment/ adverse order by a regulatory authority that casts a doubt on the ability of the bidder to manage the public sector unit when it is disinvested, or which relates to a grave offence would constitute disqualification. Grave offence is defined to be of such a nature that it outrages the moral sense of the community. The decision in regard to the nature of the offence would be taken on case to case basis after considering the facts of the case and relevant legal principles, by the Government of India.
- (b) In regard to matters relating to the security and integrity of the country, any charge-sheet by an agency of the Government/ conviction by a Court of Law for an offence committed by the bidding party or by any sister concern of the bidding party would result in disqualification. The decision in regard to the relationship between the sister concerns would be taken, based on the relevant facts and after examining whether the two concerns are substantially controlled by the same person/ persons.
- (c) In both (a) and (b), disqualification shall continue for a period that Government deems appropriate.

- (d) Any entity, which is disqualified from participating in the disinvestment process, would not be allowed to remain associated with it or get associated merely because it has preferred an appeal against the order based on which it has been disqualified. The mere pendency of appeal will have no effect on the disqualification.
- (e) The disqualification criteria would come into effect immediately and would apply to all bidders for various disinvestment transactions, which have not been completed as yet.
- (f) Before disqualifying a concern, a Show Cause Notice why it should not be disqualified would be issued to it and it would be given an opportunity to explain its position.
- (g) Henceforth, these criteria will be prescribed in the advertisements seeking Expression of Interest (EOI) from the interested parties. The interested parties would be required to provide the information on the above criteria, along with their Expressions of Interest (EOI). The bidders shall be required to provide with their EOI an undertaking to the effect that no investigation by a regulatory authority is pending against them. In case any investigation is pending against the concern or its sister concern or against its CEO or any of its directors, full details of such investigation including the name of the investigating agency, the charge/ offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of the Government. For other criteria also, a similar undertaking shall be obtained along with EOI.

sd/-

(A.K. Tewari)

Under Secretary to the Government of India

**APPENDIX – II: FORMAT FOR FINANCIAL BID  
FINANCIAL PROPOSAL**

*(For indicative and illustrative purposes only- The Financial Proposal shall only be submitted on the excel sheet provided for such submission on the e-Procurement Portal.)*

<b>Title</b>	<b>Price (in figures) (in INR)</b>	<b>Price (in words) (in INR)</b>
Work for providing Comprehensive Maintenance of IT and Networking Services in Shaheed Hasan Khan Mewati Govt. Medical College Exclusive of the GST for 24 months (2 Years) {Contract Price}	[***]	[***]

**Note:**

1. The Contract Price amount shall be specified in both figures and words on lumpsum basis.
2. The Contract Price shall be Exclusive of applicable GST.
3. The Contract Price quoted by the Bidder without GST shall be considered by the Authority for the purpose of evaluation of Financial Bid.
4. Bidder to upload the financial proposal on the [etenders.hry.nic.in](http://etenders.hry.nic.in) portal.
5. The Contract Price shall be exclusive of applicable GST, which shall be paid extra by the Authority as per the Contract but subject to income tax deduction at Source as per applicable laws. Other than GST, all other taxes and duties in view of execution of the services under this contract shall be the responsibility of the Bidder. The Authority will not be paying any additional amount in this regard.
6. The Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The amount indicated in the Financial Proposal shall be deemed as final and reflecting the financial bid as per the terms of the RFP. Omissions, if any, in costing any item shall not entitle the bidder to be compensated and the liability to fulfill its obligations as per the RFP within the total quoted price shall be that of the bidder.

**GOVERNMENT OF HARYANA  
DEPARTMENT OF MEDICAL EDUCATION  
& RESEARCH**



**VOLUME –II  
DRAFT AGREEMENT**

**for Comprehensive Maintenance Contract (CMC) of IT  
and Networking Services**

**For**

**‘SHAHEED HASAN KHAN MEWATI  
GOVERNMENT MEDICAL COLLEGE, NALHAR’**

**2024-25**

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**DRAFT AGREEMENT**

This Contract is made at ..... on this ..... day of ..... 2024.

**BETWEEN**

Director, ..... Government Medical College, having office at ....., on behalf of Government of Haryana (hereinafter referred to as “Authority” which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns) of the first part;

AND

..... (Name and Address of the Agency), duly registered/incorporated under the provisions of ..... having office at ..... represented through ..... (Details of duly authorized signatory), (Hereinafter referred to as the “Agency” and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns) of the other part.

**WHEREAS:**

The Authority has floated the Bid (NIT No. ....) (Hereinafter referred to as “Tender / Bid”) and intends to award, under laid down organizational procedure, contract **for providing Work for providing Comprehensive maintenance of IT and Networking Services** at ..... hereinafter referred to as the “Contract”.

After evaluation of the Bid(s) received, the Authority had accepted the bid of the Agency and issued a letter of acceptance No. [●] dated [●] (hereinafter called the "LOA") to the Agency requiring, inter alia, the execution of this Contract.

The Agency has agreed to undertake and perform its obligations with respect to the Work, subject to and on the terms and conditions set forth hereinafter.

Authority and Agency are hereinafter individually referred to as a "Party" and collectively referred to as "Parties".

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) Scope of Work as given in Schedule A
  - (b) General Conditions of Contract
  - (c) The Tender notice and amendments, corrigendum issued by the Authority.
  - (d) Authority shall have the right to modify/amend/include any additional/special conditions in this contract towards ensuring successful execution of scope of work by the Agency. The same shall also form an integral part of this Contract.

2. The mutual rights and obligations of the Authority and the Agency shall be as set forth in the Contract, in particular.

(a) The Agency shall carry out the work in accordance with the provisions of the Contract; and

(b) The Authority shall make payments to the Agency in accordance with the provisions of the Contract.

3. Scope of work

The Scope of Work of the Agency shall be as per "Schedule 'A' - Scope of work".

## 1. DEFINITIONS AND INTERPRETATIONS

### 1.1. Definitions

In this Agreement, unless the context otherwise requires:

**"Agreement"** means this Agreement, its Recitals, the Schedules hereto and any amendments thereto made in accordance with the provisions contained in this Agreement;

**"Applicable Law"** means all laws, brought into force and effect by Government of India or the State including rules, regulations and notifications made thereunder, and judgements, decrees, injunctions, writs and orders of any court of record, applicable to this Agreement and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Agreement;

**"Applicable Permits"** means all clearances, licenses, permits, authorizations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under Applicable Laws in connection with performance of obligations hereunder during the subsistence of this Agreement;

**"Arbitration Act"** means the Arbitration and Conciliation Act, 1996 and shall include modifications to or any re-enactment thereof, as in force from time to time;

**"Authority"** means the **Director, Shaheed Hasan Khan** Government Medical College, having office at **Nuh** on behalf of Government of Haryana.

**"Bid"** means the documents in their entirety comprised in the bid submitted by the [selected agency] in response to the Request for Proposals in accordance with the provisions thereof;

**"Bid Date"** shall mean the last date on which the Bid may have been submitted accordance with the provisions of the Request for Proposal;

**"Change in Law"** shall mean the occurrence of any of the following after the last date of submission of Bid for the Work by the agency during the competitive bidding process initiated by the Authority for the purpose of selection of agency:

- (a) the enactment of any new Indian law as applicable to the Work;
  - (b) the repeal, modification or re-enactment of any existing Applicable Law;
  - (c) the commencement of any Indian law which has not entered into effect until the Bid Date;
  - (d) a change in the interpretation or application of any Indian law by a judgement of a court of record which has become final, conclusive, and binding, as compared to such interpretation or application by a court of record prior to the date of Bid;
- or

(e) any lockdown orders or orders restricting the movement of persons/goods/vehicles issued by Government of India and/or the State Government under the Epidemic Diseases Act, 1897 and/or the Disaster Management Act, 2005.

but shall not include (i) imposition of standards and condition of operations, maintenance and safety arising out of new or revised environmental safety laws; (ii) imposition of standards and terms of employment and working conditions of employees/workmen; (iii) an event, the adverse effect of which has been insured against or could have been insured against in accordance with Good Industry Practice;

**"Cure Period"** means the period specified in this Agreement for curing any breach or default of any provision of this Agreement by the Party responsible for such breach or default.

**"Dispute"** shall mean any dispute, difference, question or controversy between the Parties arising out of, in connection with or in relation to this Agreement.

**"Effective Date"** means the date of execution of this Agreement.

**"Force Majeure"** shall mean events as described in Article 14.1.

**"Good Industry Practice"** means the practices, methods, techniques, designs, standards, skills, diligence, efficiency, reliability and prudence which are generally and reasonably expected from a reasonably skilled and experienced Agency engaged in the same type of services as envisaged under this Agreement and which would be expected to result in the performance of its obligations by the Agency in accordance with this Agreement, Applicable Laws and Applicable Permits in reliable, safe, economical and efficient manner;

**"Government Instrumentality"** means any department, division or sub-division of the Government of India or the State Government and includes any commission, board, authority, agency or municipal and other local authority or statutory body including Panchayat under the control of the Government of India or the State Government, as the case may be, and having jurisdiction over the Work or the performance of all or any of the services or obligations of the Agency under or pursuant to this Agreement;

**"Material Adverse Effect"** means a material adverse effect of any act or event on the ability of either Party to perform any of its obligations under and in accordance with the provisions of this Agreement and which act or event causes a material financial burden or loss to either Party;.

**"Performance Security"** shall have the meaning set forth in Clause 7.1;

**"Term"** shall have the meaning assigned thereto in Article 6 hereof.

**"Termination"** means mean the expiry or termination of this Agreement;

**"Termination Notice"** means the communication issued in accordance with this Agreement by one Party to the other Party terminating this Agreement;

**"Work"** shall mean providing Comprehensive Maintenance of IT and Networking services at Shaheed Hasan Khan Mewati Govt. Medical College, Nalhar, Nuh.

## **1.2. Interpretation**

In this Agreement, unless the context otherwise requires:

- i. A reference to the singular shall include a reference to the plural and vice-versa; and a reference to any gender shall include a reference to the other gender.
- ii. A reference to any Article, Clause, Schedule shall be to an Article, Clause, Schedule of this Agreement.
- iii. The Schedules form an integral part of this Agreement. In the event of any conflict between any provision of the Articles and any provision of the Schedules, the provision of the Articles shall prevail.
- iv. In case of ambiguities or discrepancies between two or more Articles or Clauses of this Agreement, the provisions of a specific Article or Clause relevant to the issue under consideration shall prevail over those in other Articles or Clauses.
- v. Reference to any law or regulation having the force of law includes a reference to that law or regulation as from time to time amended, modified, supplemented extended or re-enacted.
- vi. Any reference to the calendar shall be construed as reference to the Gregorian calendar.
- vii. time shall be of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.
- viii. The headings of the Articles, Clauses and Schedules, Attachments in this Agreement are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.
- ix. The words "include" or "including" shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases.
- x. Unless the context otherwise requires, any period of time referred to shall be deemed to expire at the end of the last date of such period.
- xi. The rule of construction, if any, that a contract should be interpreted against the parties responsible for the drafting and preparation thereof, shall not apply;
- xii. All references to agreements, documents or other instruments include (subject to all relevant approvals) a reference to that agreement, document or instrument as amended, supplemented, modified, substituted, notated or assigned from time to time.

- xiii. The damages payable by either Party to the other of them, as set forth in this Agreement, whether on per-diem basis or otherwise, are mutually agreed genuine pre-estimate of loss and damages likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty (the “Damages”).
- xiv. Unless expressly provided otherwise in this Agreement, any documentation required to be provided or furnished by the Agency to the Authority shall be provided free of cost and in 3 (three) copies, and if the Authority is required to return any such documentation with their comments and/or approval, they shall be entitled to retain 2 (two) copies thereof.
- xv. Any word or expression used in this Agreement shall, unless otherwise defined or construed in this Agreement, bear its ordinary English meaning and, for these purposes, the General Clauses Act, 1897 shall not apply.
- xvi. This Agreement, and all other agreements and documents forming part of or referred to in this Agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this Agreement, the priority of this Agreement and other documents and agreements forming part hereof or referred to herein shall, in the event of any conflict between them, be in the following order:
  - (a) the Agreement;
  - (b) all other agreements and documents, including the RFP, forming part hereof or referred to herein;i.e. the Agreement at (a) above shall prevail over the agreements and documents at (b) above.

## **2. SCOPE OF THE WORK**

### **2.1. Scope of Work**

The scope of work (“Scope of Work”) shall mean and include as follows:

1. Providing Comprehensive maintenance of IT and Networking Services in Shaheed Hasan Khan Mewati, Govt. Medical College, Nalhar.

The detailed Scope of the Work is provided in **Schedule ‘A’**.

### **3. REPRESENTATIONS AND WARRANTIES**

#### **3.1. Representations and Warranties by Agency**

The Agency hereby represents and warrants to the Authority that on the date hereof and as on the Effective Date:

- (a) the Agency is incorporated under the laws of India and has been properly constituted and is in continuous existence since incorporation;
- (b) the Agency has full power and authority and has taken all corporate actions necessary to execute and deliver validly and to exercise its rights and perform its obligations validly under this Agreement;
- (c) has the financial standing and capacity to undertake the Work in accordance with the terms of this Contract;
- (d) this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement shall be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;
- (e) it is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising thereunder including any obligation, liability or responsibility hereunder.
- (f) there are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial, government instrumentality or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Agreement;
- (g) it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any government instrumentality which may result in any material adverse effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
- (h) it has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a material adverse effect on its ability to perform its obligations under this Agreement;
- (i) all information provided by the selected agency in response to the Request for Proposal or otherwise, is to the best of its knowledge and belief, true and accurate in all material respects;
- (j) no sums, in cash or kind, have been paid or will be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for securing the Agreement or entering into this Agreement or for influencing or attempting to influence any officer or employee of Authority in connection therewith;

- (k) The selected agency has not intentionally withheld from the Authority, any material information or material document, whose non- disclosure would have a material adverse effect or would have adversely affected the evaluation or acceptance of the selected agency or the bid submitted by the selected agency.

### **3.2. Representations and Warranties by Authority**

The Authority hereby represents and warrants to the Agency;

- i. the Authority has the right, power and authority and has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement;
- ii. it has taken all necessary actions under Applicable Laws to authorize the execution, delivery and performance of this Agreement;
- iii. it has the financial standing and capacity to perform its obligations under this Agreement;
- iv. the obligations of Authority under this Agreement will be legally valid, binding and enforceable obligations against Authority in accordance with the terms hereof; and
- v. it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Instrumentality which may result in any Material Adverse Effect on the Authority's ability to perform its obligations under this Agreement.

### **3.3. Disclosure**

- (a) In the event at any time after the date hereof, any event or circumstance comes to the attention of either Party that renders any of its abovementioned representations or warranties untrue or incorrect, then such Party shall immediately notify the other Party of the same. Such notification shall not have the effect of remedying any breach of the representation or warranty that has been found to be untrue or incorrect nor shall it adversely affect or waive any right, remedy or obligation of a Party under this Agreement.
- (b) Neither the Authority nor any of its agents or employees shall be liable to the Agency in contract, tort, including negligence or breach of statutory duty, statute or otherwise as a result of:
  - (i) any inaccuracy, omission, unfitness for any purpose of inadequacy of any kind whatsoever in the data disclosed by the Authority to the Agency in relation to the Work; and/or
  - (ii) any failure to make available to the Agency any materials, documents or other information relating to the Work.

#### **4. OBLIGATIONS OF THE AUTHORITY**

##### **4.1. General obligations of the Authority**

The Authority shall:

- (a) at its own cost and expense, undertake, comply with and perform all its obligations set out in this Agreement.
- (b) upon written request from the Agency, and subject to the Agency complying with Applicable Laws, provide reasonable support and assistance to the Agency in procuring Applicable Permits required from any government instrumentality for performance of services as per Scope of Work. The Authority agrees and undertakes that it shall not unreasonably delay or withhold provision of any such reasonable support or assistance to the Agency;
- (c) not do or omit to do any act, deed or thing which may in any manner violate the provisions of this Agreement;
- (d) support, cooperate with and facilitate the Agency in the implementation and operation of the Work in accordance with the provisions of this Agreement;

## **5. OBLIGATIONS OF THE AGENCY**

### **5.1. Obligations of the Agency**

Following are the obligations of the Agency;

- (a) The Agency shall be required to fulfill all the obligations and responsibilities set forth under Scope of Work (including Schedule 'A' in detail) and other related sections of Agreement.
- (b) The Agency shall comply with all the Applicable Laws and Applicable Permits (including renewals as required) in the performance of its obligations under this Agreement.
- (c) The Agency shall discharge its obligations in accordance with Good Industry Practice and as a reasonable and prudent person.
- (d) The Authorized Representative of the Agency is authorized by the Board of Directors/ Partners to bind the Agency and receive instructions for and on behalf of the Agency.
- (e) The Agency shall, for due and punctual performance of its obligations hereunder relating to the Work, execute and deliver to Performance Security as stipulated in Article 7 of this Agreement.
- (f) The Agency shall not at any given point of time, assign or delegate its rights, duties or obligations except with prior written consent of Authority.
- (g) The Agency shall, at its own cost and expense, in addition to and not in derogation of its obligations set out elsewhere in this Agreement:
  - i. make, or cause to be made, necessary applications to the relevant Government Instrumentalities with such particulars and details, as may be required for obtaining all Applicable Permits, obtain, keep in force and effect such Applicable Permits in conformity with the Applicable Laws;
  - ii. procure, as required, the appropriate proprietary rights, licenses, agreements and permissions for materials, methods, processes and systems used or incorporated for providing services;
  - iii. make reasonable efforts to maintain harmony and good industrial relations among the Personnel employed by it in connection with the performance of its obligations under this Agreement;
  - iv. comply with safety and security related requirements;

**5.2.** The Agency acknowledges that prior to the execution of this Agreement, it has, after a complete and careful examination, made an independent evaluation of the Work as a whole and has determined the nature and extent of the difficulties, inputs, costs, time, resources, risks and hazards that are likely to arise or may be faced by it in the course of the performance of its obligations under this Agreement and further acknowledges that it shall have no recourse against the Authority.

**5.3.** Agency acknowledges and hereby accepts the difficulties, inputs, costs, time, resources, risks and hazards associated with the performance of its obligations hereunder and hereby agrees that Authority shall not be liable for the same in any manner whatsoever to Agency, other than as expressly provided in this Agreement.

**5.4.** The Agency shall not be entitled to make any claim against the Authority or any Government Authority whether for rescission, in damages or otherwise on the grounds of any misunderstanding or misapprehension in respect of incorrect or insufficient information given to it by any entity, whether or not in the employment of the Authority or any Government Authority, nor, unless expressly provided otherwise in this Agreement, shall the Agency be relieved from any obligations or risks imposed on or undertaken by it in relation to the works or otherwise on any such ground or on the ground that it did not or could not foresee any matter which may, in fact, affect or have affected the performance of its obligations hereunder.

**5.5. Intellectual Property Permits**

The Agency shall ensure that if any designated devices, materials or any process are covered by Intellectual Property, the right for such use shall be secured by the Agency by suitable legal arrangements and agreements with the Intellectual Property owner or person empowered to assign the Intellectual Property. A copy of the agreement shall be filed with the Authority.

**5.6. Deemed Knowledge and Disclaimer**

Subject to the provisions of this Agreement, the Agency shall be fully and exclusively responsible for, and shall bear the financial, technical, commercial, legal and other risks in relation to the Work and all its other rights and obligations under or pursuant to this Agreement regardless of whatever risks, contingencies, circumstances and/or hazards may be encountered (foreseen or not foreseen) and notwithstanding any change(s) in any of such risks, contingencies, circumstances and/or hazards on exceptional grounds or otherwise and whether foreseen or not foreseen and Agency shall not have any right whether express or implied to bring any claim against, or to recover any compensation or other amount from, the Authority, and/or any of their agencies other than in respect of those matters in respect of which express provision is made in this Agreement.

## **6. TERM OF THE AGREEMENT**

### **6.1. Term**

Unless terminated earlier in accordance with Article 15, or by mutual agreement between the Parties in writing, this Agreement shall continue in full force and effect from commencement of the Effective Date until 24 months (“Term”) from the Effective Date.

## **7. PERFORMANCE SECURITY**

- 7.1.** As per the terms of the RFP, the Agency has to submit a Performance Security @ 10% of the Contract Price (“Performance Security”) in the form of Performance Bank Guarantee. The Agency shall maintain and keep in force the Performance Bank Guarantee for the entire duration of the Performance Security Period in accordance with this Clause 7. No interest shall be paid to Agency on Performance Security.
- 7.2.** Upon occurrence of Agency Default, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the amounts due and payable as liquidated damages from the Performance Security as damages. Upon such encashment and appropriation of the Performance Security, the Agency shall, within [30 (thirty)] days thereof, replenish, in case of partial appropriation, the Performance Security to its original level, and in case of appropriation of the entire Performance Security provide a fresh Performance Security, as the case may be, failing which the Authority shall be entitled to terminate this Agreement. Upon such replenishment or furnishing of a fresh Performance Security, as the case may be, the Agency shall be entitled to an additional cure period of [15 (fifteen) days for remedying its default, and in the event of the Agency not curing its default within such cure period, the Authority shall be entitled to encash and appropriate such Performance Security as damages, and to terminate this Agreement.
- 7.3.** The Performance Security shall remain in force and effect for a period of [60 (sixty)] days from the expiry of Term (“Performance Security Period); provided, however, that the Performance Security shall not be released if the Agency is in breach of this Agreement. Upon request made by the Agency for release of the Performance Security along with the particulars which establish satisfaction of the requirements specified in this Clause 7.3, Authority shall release the Performance Security only after adjusting any dues/damages payable from/by Agency as per the terms of this Agreement.

## **8. INSURANCE, SUB-CONTRACTING AND AUTHORITY REPRESENTATIVE**

### **8.1. Insurance**

#### **i. Insurance during Term**

During the Term, Agency shall effect and maintain at its own cost, at all times the insurances required as may be required under the Applicable Laws and as may be necessary or prudent in accordance with Good Industry Practice. The Agency shall also affect and maintain such insurances as may be necessary for mitigating the risks that may devolve on the Authority as a consequence of any act or omission of the Agency during the Term. The Agency shall always procure and ensure the adequacy of the insurances in accordance with the provisions of this Agreement.

#### **ii. Policies**

Within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under Article 8.1(i), Agency shall furnish to Authority, copies of such policy certificates, copies of the insurance policies and evidence that the insurance premia have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse until the expiration of at least forty-five (45) days' notice of such cancellation, modification or non- renewal, has been provided by Agency to Authority.

#### **iii. Remedy for failure to insure**

If Agency shall fail to effect and keep in force all insurances for which it is responsible pursuant hereto, Authority shall have the option to keep in force any such insurances and pay such premia and recover the costs thereof from Agency.

### **8.2. Sub-Contracting**

The Agency shall not subcontract Scope of Work, or any part thereof outlined in this Agreement to a third party without the prior written consent of the Authority. In the event that subcontracting is approved by the Authority, the Agency shall remain fully responsible for the performance of the subcontracted work, and any subcontracts shall be subject to the terms and conditions of this agreement.

### **8.3. Authority's Representative**

The Authority shall appoint an official nodal officer or duly authorized representative, and if deemed necessary, may also engage a third party, to oversee and monitor the progress of the Work as well as the provision of services outlined within this Agreement.

## **9. MONITORING AND INFORMATION**

### **9.1. Maintenance of Records**

- (a) The Agency shall maintain accurate, up-to-date and complete financial records and other records of the services in accordance with the requirements of Applicable Laws and this Agreement.
- (b) The Agency shall make available, and, if reasonably requested by the Authority, provide copies of, on reasonable notice by the Authority and at reasonable times, the records referred to in Article 10 for inspection by the Authority and/or representative. The Authority shall be entitled to appoint one or more authorized representatives to check and take copies of any such records. The Agency shall provide the Authority and/or representative with such further information, explanations and other assistance as may be reasonably required by the Authority or any of its authorized representatives for the purpose of checking any of such record.

### **9.2. Rights of Inspection**

The Authority and its representatives shall be permitted to undertake any survey or other check in order to monitor compliance with the Agency's obligations under this Agreement, or check the quality of service performance by the Agency, or for any other reason whatsoever, for which purpose the Agency shall grant such access or procure the grant of such access (including to or from third parties) as they shall reasonably require in connection therewith, provided that such persons shall not interfere with the performance of the relevant works or give any instruction in relation thereto or interfere with the carrying on of the services. If any such exercise reveals that the Agency has not complied in any material respect with its obligations under this Agreement, the costs of any such inspection shall be borne by the Agency.

### **9.3. Remedial Measures**

The Agency shall promptly and in any case within the timelines set out under this Agreement repair or rectify the defects or deficiencies, if any, identified and reported by the Authority and its representative and furnish a report in respect thereof to the Authority.

### **9.4. Notification of Disputes**

The Agency shall notify the Authority of any dispute that arises or is threatened against the Agency, the adverse outcome of which might have a Material Adverse Effect on the Agency.

### **9.5. Information Warranty**

The Agency hereby warrants to the Authority that all other information provided to the Authority under this Agreement is true, accurate and complete in all material respects.

## **10. SECURITY AND SAFETY REQUIREMENTS**

### **10.1. Security Requirements**

The Agency shall comply with the provisions of this Agreement, Applicable Laws and Applicable Permits and conform to Good Industry Practices. The Agency shall develop, implement and administer a surveillance and security programme for providing Comprehensive Maintenance of IT and Networking Services in SHKM GMC, Nalhar and shall comply with the security requirements (the "Security Requirements"). The Security Requirements shall be in compliance with the Standards and Specifications set out in this Agreement and Good Industry Practices.

### **10.2. Safety Requirements**

10.2.1. The Agency shall in performing its obligations under this Agreement comply with and procure that its personnel comply with all Applicable Laws, Applicable Permits, requirements of the Authority and the medical authority relating to occupational health, safety and environment ("Safety Requirements").

10.2.2. The Agency shall adhere to standard safety procedures and standard operating procedures which are required to be adhered to as Good Industry Practice.

**10.3.** The Agency shall adhere to standard safety procedures and standards for medical facility and patients during working hours.

## **11. PAYMENT TERMS AND CONDITIONS**

- 11.1.** Payments shall be made to the Agency on monthly basis on producing invoice with statement of actual work done, expenditure incurred and achievement on key factors pertaining to the work being carried out.
- 11.2.** No payment shall be made in advance.
- 11.3.** As the Contract Price is exclusive of GST, it is clarified that GST shall be reimbursed to the Agency on producing necessary document of the same being submitted to the concerned Authorities.
- 11.4.** The Contract Price shall not be subjected to any deviation except Change in Law Provision.

## **12. LIQUIDATED DAMAGES**

### **12.1. Liquidated Damages**

If the Agency fails to perform the service within the time frame(s) or is unable to fulfil any of its obligations mentioned in the RFP/Agreement, the Authority shall, without prejudice to other right and remedies available, deduct from the quoted price, as liquidated damages, an amount equivalent to 1% of the Contract Price per day per instance, subject to a maximum of 10% of the Contract Price.

### **13. GOVERNING LAW AND JURISDICTION**

- 13.1.** This Agreement and all questions of its interpretation shall be construed in accordance with the laws of India.
- 13.2.** The Parties agree that they shall attempt to resolve through good faith consultation, Disputes arising in connection with this Agreement, and such consultation shall begin promptly after a Party has delivered to the other Party a written request for such consultation. Provided that if such good faith consultations have not resulted in a resolution of the Disputes within sixty (60) days of such consultations having commenced, the provisions of Clause 13.3 shall apply.
- 13.3.** Any Disputes which could not be resolved through consultation as mentioned in Clause 13.2, in that case, such Disputes shall be referred to a sole arbitrator, who shall be mutually agreed by both Parties. In the event the Parties cannot, or, for whatsoever reasons, are not able to agree on the sole arbitrator, the Dispute shall be referred to a tribunal comprising three (3) arbitrators. Each Party to the arbitration shall appoint one (1) arbitrator and the two (2) arbitrators thus appointed shall choose the third arbitrator who will act as a presiding arbitrator of the tribunal (together forming the “Arbitral Tribunal”).
- 13.4.** The seat of the arbitration shall be at Panchkula, which may be convenient for different stages of the arbitration proceedings. The language of the arbitration shall be English. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time (“Arbitration Act”).

#### **13.5. Continue performance**

While any Dispute under this Agreement is pending, including the commencement and pendency of any Dispute referred to arbitration, the Parties shall continue to perform all of their respective obligations under this Agreement without prejudice to the final determination in accordance with the provisions under this Article 13.

## 14. FORCE MAJEURE

### 14.1. Force Majeure

- 14.1.1. Either Party shall be entitled to suspend or excuse performance of its respective obligations under this Agreement to the extent that such Party is unable to render such performance by an event of Force Majeure (a "**Force Majeure**").
- 14.1.2. In this Agreement, "**Force Majeure**" means any event or circumstance or a combination of events and circumstances, which satisfies all the following conditions:
- (a) materially and adversely affects the performance of an obligation;
  - (b) are beyond the reasonable control of the affected Party;
  - (c) such Party could not have prevented or reasonably overcome with the exercise of Good Industry Practice or reasonable skill and care;
  - (d) do not result from the negligence or misconduct of such Party or the failure of such Party to perform its obligations hereunder; and
  - (e) (or any consequence of which), have an effect described in Article 14.1.1.
- 14.1.3. "Force Majeure" includes the following events and/ or circumstances to the extent that they, or their consequences satisfy the requirements set forth in Article 14.1.1 and Article 14.1.2:
- i. war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy;
  - ii. revolution, riot, insurrection or other civil commotion, act of terrorism or sabotage;
  - iii. any political or economic upheaval, disturbance, movement, struggle or similar occurrence which could not have been anticipated or foreseen by a prudent person and which causes the operation of the Work to be financially unviable or otherwise not feasible;
  - iv. strikes, working to rule, go-slows and/or lockouts which are in each case widespread, nationwide or political;
  - v. any effect of the natural elements, including lightning, fire, earthquake, unprecedented rains, tidal wave, flood, storm, cyclone, typhoon or tornado;
  - vi. explosion (other than a nuclear explosion or an explosion resulting from an act of war);
  - vii. epidemic or plague and
  - viii. any event or circumstances of a nature analogous to any events set forth in paragraphs (i) to (vii) of this Article 14.1.3 above.
- 14.1.4. Procedure for Force Majeure
- (a) If a Party claims relief on account of a Force Majeure event, then the Party claiming to be affected by the Force Majeure event shall, immediately on becoming aware of the Force Majeure event, give notice of and describe in detail: (i) the Force Majeure event(s) that has occurred; (ii) the obligation(s) affected as described in Article 14.1; (iii) the dates of commencement and estimated cessation of such event of Force Majeure and (iv) the manner in which the Force Majeure event(s) affect the Party's obligation(s) under this Agreement. No Party shall be able to suspend or excuse the non-performance of its obligations hereunder unless such Party has given the notice specified above.
  - (b) The affected Party shall have the right to suspend the performance of the obligation(s) affected as described in Article 14.1, upon delivery of the notice of the occurrence of a Force Majeure event in accordance with sub- clause (a) above.
  - (c) The time for performance by the affected Party of any obligation or compliance by the affected Party with any time limit affected by Force Majeure, and for the exercise of any right affected

thereby, shall be extended by the period during which such Force Majeure continues and by such additional period thereafter as is necessary to enable the affected Party to achieve the level of activity prevailing before the event of Force Majeure.

- (d) The Party receiving the claim for relief under Force Majeure shall, if it wishes to dispute the claim, give a written notice of dispute to the Party making the claim within 15 days of receiving the notice of claim. If the notice of claim is not contested within 15 days as stated above, all the Parties to this Agreement shall be deemed to have accepted the validity of the claim. If any Party disputes a claim, the Parties shall follow the procedures set forth in Article 13.

#### 14.1.5. Mitigation

The Party claiming to be affected by an event of Force Majeure shall take all reasonable steps to prevent, reduce to a minimum and mitigate the effect of such event of Force Majeure.

#### 14.1.6. Termination Due to Force Majeure

- (a) If Force Majeure event continues for more than 180 days either Party shall have the right to terminate this Agreement by giving a notice of termination in respect thereof.
- (b) In the event of any such termination, Authority shall return the Performance Security to the Agency.

## 15. TERMINATION

### 15.1. Termination for Agency's Default

15.1.1. Save as otherwise provided in this Agreement, in the event that any of the defaults specified below shall have occurred, and the Agency fails to cure the default within the Cure Period set forth below, or where no Cure Period is specified, then within a Cure Period of 60 days, the Agency shall be deemed to be in default of this Agreement (a "Agency Default"), unless the default has occurred solely as a result of any breach of this Agreement by the Authority or due to a Force Majeure Event. The defaults referred to herein shall include:

- (a) the Performance Security has been encashed and appropriated in accordance with Clause 7.2 and the Agency fails to replenish or provide fresh Performance Security within a Cure Period of 30 days;
- (b) subsequent to the replenishment or furnishing of fresh Performance Security in accordance with Clause 7.2, the Agency fails to cure, within a Cure Period of 15 days, the Agency Default for which whole or part of the Performance Security was appropriated.
- (c) any material breach by the Agency of its obligations under this Agreement and such breach is not remedied within 60 days of receipt of written notice from the Authority specifying such breach and requiring the Agency to remedy the same; provided that if such breach cannot be cured within a period of 60 days after such notice with the exercise of reasonable diligence, then such 60-day period shall be extended for an additional period of 30 days so long as Agency is exercising reasonable diligence to cure such breach;
- (d) a breach of any representation or warranty by the Agency which materially adversely affects the Authority's ability to perform its obligations under this Agreement and such breach, if capable of being remedied, is not remedied within 30 days of receipt of written notice from the Authority specifying such breach and requiring the Agency to remedy the same;
- (e) suspension by the Agency of the performance of the obligations under this Agreement for a period exceeding 30 consecutive days (except during the subsistence of an event of Force Majeure).
- (f) the Agency abandons or manifests intention to abandon the maintenance of the Work without the prior written consent of the Authority;
- (g) the Agency repudiates this Agreement or otherwise takes any action or evidences or conveys an intention not to be bound by the Agreement;
- (h) the Agency is adjudged bankrupt or insolvent;
- (i) the Agency has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the Authority, a Material Adverse Effect;
- (j) a resolution for winding up of the Agency is passed, or any petition for winding up of the Agency is admitted by a court of competent jurisdiction and a provisional liquidator or receiver is appointed and such order has not been set aside within 15 days of the date thereof or the Agency is ordered to be wound up by Court;
- (k) breach of obligations under the Agreement resulting in liquidated damages levied in respect of such breach, reaching the prescribed threshold in accordance with terms hereof;
- (l) The Agency submits to the Authority any statement which has a material effect on the Authority's rights, obligations or interests and which is false in material particulars;

- (m) the Agency fails to ensure data confidentiality as per the Applicable Laws;
- (n) the Agency has failed to fulfil any obligation and for which failure Termination has been specified in this Agreement;

15.1.2. Without prejudice to any other rights or remedies which the Authority may have under this Agreement, upon occurrence of a Agency Default, the Authority shall be entitled to terminate this Agreement by issuing a Termination Notice to the Agency; provided that before issuing the Termination Notice, the Authority shall by a notice inform the Agency of its intention to issue such Termination Notice and grant 15 days to the Agency to make a representation, and may after the expiry of such 15 days, whether or not it is in receipt of such representation, issue the Termination Notice.

### **15.2. Termination for Authority Default**

15.2.1. In the event that any of the defaults specified below shall have occurred, and the Authority fails to cure such default within a Cure Period of 60 days or such longer period as has been expressly provided in this Agreement, the Authority shall be deemed to be in default of this Agreement (the "Authority Default") unless the default has occurred as a result of any breach of this Agreement by the Agency or due to Force Majeure. The defaults referred to herein shall include:

- (a) any breach of its obligations under this Agreement which has a Material Adverse Effect and such breach is not remedied within 60 days of receipt of written notice from the Agency specifying such breach and requiring the Authority to remedy the same; provided that if such breach cannot be cured within a period of 60 days after such notice with the exercise of reasonable diligence, then such 60-day period shall be extended for an additional period of 30 days so long as Authority is exercising reasonable diligence to cure such breach;
- (b) a breach of any representation or warranty by Authority which materially adversely affects the Agency's ability to perform its obligations under this Agreement and such breach, if capable of being remedied, is not remedied within 60 days of receipt of written notice from the Agency specifying such breach and requiring the Authority to remedy the same; and
- (c) Authority has failed to make any payment due to the Agency within the period and timelines specified in this Agreement; or
- (d) the Authority repudiates this Agreement or otherwise takes any action that amounts to or manifests an irrevocable intention not to be bound by this Agreement.

15.2.2. Without prejudice to any other right or remedy which the Agency may have under this Agreement, upon occurrence of an Authority Default, the Agency shall, be entitled to terminate this Agreement by issuing a Termination Notice to the Authority; provided that before issuing the Termination Notice, the Agency shall by a notice inform the Authority of its intention to issue the Termination Notice and grant 15 days to the Authority to make a representation, and may after the expiry of such 15 days, whether or not it is in receipt of such representation, issue the Termination Notice.

### **15.3. Termination Payment**

- 15.3.1. Upon Termination on account of an Agency Default during the Term, the Authority shall be entitled to terminate this Agreement and forfeit the Performance Security of the Agency. In such event, the Agency shall only be entitled to the outstanding due for the services provided as per Scope of Work till the date of Termination LESS all dues payable or owed by the Agency to the Authority by way of Damages, insurance claims (received or due) at the time of such termination of the Agreement.
- 15.3.2. Upon Termination on account of Authority Default, the Authority shall return the Performance Security to the Agency and shall pay the unpaid and due fee on proportionate basis for the services provided as per Scope of Work prior to Termination Date LESS all dues payable or owed by the Agency to the Authority by way of Damages, insurance claims (received or due) at the time of such termination of the Agreement.

### **15.4. Survival of rights**

Notwithstanding anything to the contrary contained in this Agreement, any Termination pursuant to the provisions of this Agreement shall be without prejudice to the accrued rights of either Party including its right to claim and recover money, damages, insurance proceeds, security deposits, and other rights and remedies, which it may have in law or contract. All rights and obligations of either Party under this Agreement shall survive the Termination to the extent such survival is necessary for giving effect to such rights and obligations.

### **15.5. Service Continuity**

Notwithstanding Article 15, upon Termination, the Agency shall comply with and conform to the following:

- (a) submit to the Authority a plan outlining the handover procedures, training of Authority staff and plan for management of Personnel (the "Service Continuity Plan"). All assistance shall be provided by the outgoing Agency in handing over of all assets, policy documents, SOPs etc. to the next agency or Authority without taking any extra cost from the Authority; and
- (b) continue discharge of obligations for a period of 60 days from the date of Termination of this Agreement or from the date of expiry of the Term, as the case may be (the "Service Continuity").

## **16. CHANGE IN LAW**

### **Change in Law**

The Agency hereby undertakes and confirms that it shall, in accordance with Applicable Law, take best efforts to mitigate the adverse effect of Change in Law, including obtaining and maintaining throughout the Term, such insurances (in addition to those set out under Article 8) for and/or in relation to the Work, as may be considered prudent in accordance with Good Industry Practice. The Contract Price shall be revised on account of Change in Law, subject to submission of related documents and methodology by the Agency and subsequent realization/approval of the Authority.

## 17. MISCELLANEOUS

### 17.1. Liability and Indemnity

Each Party (the "**Indemnifying Party**") hereby indemnifies, agrees and undertakes that from the Effective Date and thereafter during the Term and even after expiry of the Term or upon the earlier termination of the Agreement, that it shall keep indemnified and otherwise saved and harmless, the other Party (the "**Indemnified Party**"), its agents and employees, its consultants from and against any and all claims, demands made against and/ or loss caused and/ or the damages suffered or as a result of failure on the part of Indemnifying Party to perform any of its obligations or on the Indemnifying Party committing breach of any of the terms and conditions or on the failure of the Indemnifying Party to perform any of its statutory duties and/ or obligations or failure or negligence on the part of the Indemnifying Party to comply with any Applicable Laws or Applicable Permits or as a consequence of any notice, show cause notice, action, suit or proceedings, given, initiated, filed or commenced by any third party or government authority or as a result of any failure or negligence or default of the Indemnifying Party in connection with or arising out of the Agreement.

### 17.2. Amendments

No amendment or waiver of any provision of this Agreement, nor consent to any departure by any of the Parties therefrom, shall in any event be effective unless the same shall be in writing and signed by the Parties hereto and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.

### 17.3. Agreement to Override Other Agreements; Conflicts

- (a) This Agreement supersedes all previous agreements or arrangements between the Parties, including any memoranda of understanding entered into in respect of the contents hereof and represents the entire understanding between the Parties in relation thereto.
- (b) In the event of a conflict between the terms of this Agreement and those of any other agreement or document, the terms of this Agreement shall prevail.

### 17.4. No Waiver; Remedies

No failure on the part of any Party to exercise, and no delay in exercising, any right, power or privilege hereunder shall operate as a waiver thereof or a consent thereto; nor shall any single or partial exercise of any such right, power or privilege preclude any other of further exercise thereof or the exercise of any other right, power or privilege. The remedies herein provided are cumulative and not exclusive of any remedies provided by applicable law.

### 17.5. No Partnership or association or joint venture

The Parties expressly do not intend hereby to form a partnership, either general or limited, or an association or a joint venture in any form under any jurisdiction's laws. The Parties do not intend to be partners to one another, or partners as to any third party, or create any fiduciary relationship or an association or joint venture among themselves, solely by virtue of their relationship as governed by the terms of this Agreement. To the extent that any Party, by word or action, represents to

another Person that any other Party is a partner, or a joint venture partner or associate, the Party making such representation shall be liable to any other Party that incur any losses, claims, damages, liabilities, judgments, fines, obligations, expenses and liabilities of any kind or nature whatsoever (including to any investigative, legal or other expenses incurred in connection with, and any amount paid in settlement of, any pending or threatened legal action or proceeding) arising out of or relating to such representation.

**17.6. No Agency**

No Party to this Agreement shall act as an agent of the other Party to this Agreement or have any authority to act for or to bind the other Party to this Agreement unless specifically authorized in writing by that Party.

**17.7. Entire Agreement**

This Agreement constitutes the whole agreement between the Parties to this Agreement relating to the subject matter hereof.

**17.8. Severance of Terms**

If any provisions of this Agreement are declared to be invalid, unenforceable or illegal by any competent arbitral tribunal or court, such invalidity, unenforceability or illegality shall not prejudice or affect the remaining provisions of this Agreement which shall continue in full force and effect and in such event, the Parties shall endeavor in good faith to forthwith agree upon a legally enforceable substitute provision as will most closely correspond to the legal and economic contents of the unenforceable provision.

**17.9. Language**

All notices, certificates, correspondence or other communications under or in connection with this Agreement, any other Work Agreement or the Work shall be in English.

**17.10. Notices**

17.10.1. Each notice, demand or other communication given or made under this Agreement shall be in writing and delivered or sent to the relevant Party at its address set out below (or such other address as the addressee has by five (5) business days' prior written notice specified to the other Party). Any notice, demand or other communication given or made by letter shall be delivered by registered post acknowledgement due/ speed post. Any notice, demand or other communication so addressed to the relevant Party shall be deemed to have been delivered (a) if delivered in person or by messenger, when proof of delivery is obtained by the delivering Party; (b) if sent by post on the fifth (5<sup>th</sup>) business day following posting.

17.10.2. The initial address and other details of the Parties for the purposes of this Agreement are as follows:

Details of the Authority

Name:

Designation:

Address:

Phone No:

Email:

Details of the Agency

Name:

Designation:

Address:

Phone No:

Email:

#### **17.11. Original Document**

This Agreement is made in two (2) original copies, each having the same contents and the Parties have read and thoroughly understand the contents hereof and have hereby affixed their respective signatures and seals before witnesses.

#### **17.12. Confidentiality**

Neither the Agency nor the Authority shall, unless otherwise agreed (which agreement may be on such general or specific terms as the parties may determine), disclose to any third party (other than its directors, officers, employees, consultants, lenders, agents, to the extent required or incidental to the performance of its obligations under the Agreement) any information which is the property of the other party to this Agreement or which otherwise relates to its business, secrets, dealings, transactions or affairs unless, and to the extent that, such disclosure:

- (a) is reasonably required for the exercise or performance by either Party of its rights or obligations under this Agreement; or
- (b) is required pursuant to any relevant statutory or regulatory requirements or duties or any relevant terms of the Applicable Laws or in the public interest; or
- (c) relates to information, which is already in the public domain, other than as a result of breach of this Article by the party seeking to make such disclosure.

Provided that, in the case of any disclosure in accordance herewith, the Party disclosing such information shall, so far as reasonably practicable, impose on the third party receiving such information such obligations as may be appropriate to maintain its confidentiality.

#### **17.13. Assignment**

##### **(a) By Agency**

Save and except otherwise permitted by this Agreement, the AGENCY shall not assign, transfer, mortgage, charge, sub-let, deal with, sub-contract, sub- license or otherwise grant rights in or over all or any of the rights, or all or any of its obligations or liabilities under this Agreement.

##### **(b) By Authority**

Without thereby implying any restriction on the Authority otherwise assigning, transferring,

dealing with or granting rights in or over all or any of its rights or obligations under this Agreement, it is expressly recognized that, without requiring the consent of the Agency:

- i. the Authority may assign the benefit of or create any other encumbrance upon all or any of its rights hereunder; and
- ii. the Authority may assign and transfer all or any of its rights and obligations under this Agreement subject to the Authority guaranteeing to procure full and complete observance and performance of all such obligations by the assignee (such guarantee to be in a form reasonably acceptable to the Agency).

**17.14. Waiver of Immunity**

The Authority hereby agrees that the execution, delivery and performance by it of this Agreement constitute private and commercial acts rather than public or governmental acts and accordingly, no immunity from proceedings brought against it or its assets in relation to this Agreement shall be claimed on the ground that the execution, delivery and performance by it of this Agreement constitute public or governmental acts.

**17.15. Exclusion of implied warranties**

This Agreement expressly excludes any warranty, condition or other undertaking implied by law or by custom or otherwise arising out of any other agreement between the Parties or any representation by either Party not contained in a binding legal agreement executed by both Parties.

**17.16. Time**

Time shall be of the essence of this Agreement, both as regards the dates, periods or times of day mentioned and as regards any dates, periods or times of day, which may be substituted for them in accordance with this Agreement.

**17.17. Cost**

This Agreement shall be executed on payment of requisite stamp duty and registration fees under Applicable Law. Any stamp duty, registration charges or other fees, taxes or charges of any kind whatsoever pertaining to the execution of this Agreement shall be borne by the Agency.

**IN WITNESS WHEREOF the parties have signed and executed this Contract at the place and date first above mentioned in the presence of following witnesses:**

.....  
**(For and on behalf of Authority)**

.....  
**(For and on behalf of Agency)**

**WITNESSES:**

**1. ....**  
**(Signature, name and address)**

**2. ....**  
**(Signature, name and address)**

**Place:**

**Dated:**

**Schedule 'A'**  
**Scope of work**

The Scope of Work shall include Comprehensive Maintenance of IT Infrastructure along with associated Hardware and Software, Manpower, Network Equipment, Cables, etc. ensuring guaranteed uptime on 24 x 7 basis, etc. The Agency should ensure that service should commence within 15 days of order.

The service shall essentially involve:

1. Service Desk Management Support
2. Vendor / Asset Management Support
3. Technical Hardware Management Support
4. Desktop Management Support
5. Network Management Support
6. Mail Management Support
7. Data Centre / Data Base Management Support
8. Telecommunication Management Support
9. Printing Solutions
10. On Site Support
11. Deployment of appropriate manpower as required by the Authority.
12. Asset Management and Inventory Audits of all hardware and software components.
13. Priority Support for Critical Situations
14. Ongoing Technology Recommendations & Budgeting Support.
15. Backup Checks and Reviews.
16. Any other service as per discretion of the Authority.

**17. Tentative list of Manpower requirement:**

Sr No. (1)	Category of post (2)	Strength (3)	Minimum qualification (4)	Experience (5)	Unskilled/s emiskilled/ skilled/high ly skilled (6)	Man days (strength x 30 days) (7)	Min wages Annual y (8)	Job requirement (9)
1	Qualified Networking Engineer	1	C.C.N.A. (Cisco certified network association)	Two years experience	Highly skilled	30		To look after whole Networking system Installed
2	Qualified Senior Technician	1	12 <sup>th</sup> Pass	Three year experience in Networking System	Highly skilled	30	.	

The Agency has to maintain the equipment's installed at site in good working conditions. In case the equipment / component get defective, the same shall be repaired /replaced in accordance with performance standards/specified response time mentioned in the contract. Also, entire installation shall be handed to the new agency in good working condition as and when directed by Authority. Authority's decision in this regard will be considered final.

The list of IT Equipment and their description is hereunder:

<b>S. No.</b>	<b>Description of the Equipment</b>
1	Handover Documentation from OEM are as under- Annexure 1