

Tender No.: JCI/IT/Support/RO-BRP/2022-23/AMC1

Date: 20/04/2022

**TENDER NOTICE FOR ANNUAL CONTRACT FOR COMPREHENSIVE  
MAINTENANCE FOR THREE YEARS OF  
LAPTOPS, DESKTOP & PRINTER HARDWARE AT REGIONAL OFFICE,  
BERHAMPORE, (W.B).**

Sealed tenders are invited from **Reputed / Registered** Firms for Comprehensive Maintenance of Laptops, Desktop & Printer installed at Regional Office, Berhampore for three year.

The Quotations should be submitted in sealed cover super-subscribing **Quotations for Comprehensive AMC (three years) for Laptops, Desktop & Printer**. The Tender Form along with the terms and conditions are enclosed herewith. The tender form duly filled in all respect should reach this office on or before **14:00 Hrs. on 19/05/2022**. The tender received within stipulated time shall be opened in the presence of the tenderers who wish to remain present at **15:00 Hrs. on 20/05/2022**.

Tender forms can be downloaded from the website **www.jutecorp.in**

JCI reserves the right either to accept or reject any or all tenders without assigning any reason.

**For any query, please contact**

**1) Biswajit Pal, Asst. Manager - HR**

Email ID: ro.brp@jcimail.in

The Jute Corporation of India Limited

(10am – 6:30pm)

**PLACE: Berhampore, W.B.**

**THE JUTE CORPORATION OF INDIA LIMITED**

## **Section – I: Invitation for Bids**

1. Sealed tenders are invited from Reputed / Registered Firms for Comprehensive Maintenance of laptops, Desktop & Printer installed at Regional Office, Berhampore.
2. Bidders are advised to study all **Pre-qualification aspects, technical instructions, financial instructions, forms, terms and specifications** carefully before submission of the duly filled tender document. Failure to furnish all information required in the Tender Document or submission of a bid not substantially responsive to the Tender document in every respect will be at the bidder's risk and may result in **the rejection of the bid**.
3. Sealed offers prepared in accordance with the procedure enumerated in **Clause 1 of Section II** should be submitted to The Jute Corporation of India Limited, not later than the date and time laid down, at the address given in the schedule for invitation to Tender under **Clause 11 of Section-I**.
4. The Tender Document can be downloaded from the web sites **www.jutecorp.in**. The downloaded Tender Document must be accompanied by a separate Demand Draft of Rs. 1000/- (being the cost of the Tender) in favour of the "THE JUTE CORPORATION OF INDIA LIMITED" along with the EMD Fee in EMD Bid. Bid of the Tender will be considered only on receipt of Cost of Tender.
5. The tender should be submitted in three cover systems i.e. (a) EMD Bid; (b) Technical Bid; and (c) Financial Bid. There should be proper indication of the contents on each envelope as indicated in **Clause 6 of Section-II**.
6. JCI reserves the right to reject any or all tenders without assigning any reason whatsoever.
7. The tenders will be opened on the date and time indicated in the presence of tenderers, if any, present on the occasion.
8. All damaged or unapproved goods shall be returned at the bidder's risk and cost and the incidental expenditure thereupon shall be recovered from the concerned party.
9. Printed conditions of the firm sent along with the quotation, if any, shall not be binding on JCI.

### **10. Schedules for Invitation to Tender**

- a) Tender should be dropped at the Tender Box kept at the Reception of JCI Office and must be addressed to:

**The Jute Corporation of India Limited,  
3/15, K.K. Banerjee Road  
Berhampore, Murshidabad – 742101 (W.B.)**

b) Pre Bid Meeting Date\*: 13/05/2022 17:00Hrs

c) Latest time and date for receipt of Tender: 19/05/2022 14:00Hrs

d) Place, Time and Date of opening of bids:

Place: JCI R.O. - Berhampore

Date &Time: 20/05/2022 15:00 Hrs.

e) Date till which the bid will be valid:

90 days from the opening of Financial Bid.

f) JCI shall not be responsible for any postal delay about non-receipt/non-delivery of the documents.

\*If may be conducted through Video Conferencing (VC)

## **Section – II: Instruction to the Bidders**

### **1. Procedure for submission of Bids**

- 1.1** It is proposed to have a Three Cover System for this tender
- a) EMD Bid in one cover duly super scribed as **‘EMD Bid’**
  - b) Technical Bid in another cover duly super scribed as **‘Technical Bid’**
  - c) Financial bid in another cover duly super scribed as **‘Financial Bid’**
- 1.2** All three – EMD, Technical and Financial bids, should be put in a single sealed cover super scribing **“TENDER FOR IT SUPPORT AT R.O. - BERHAMPORE – 2022”**
- 1.3** The cover thus prepared should also indicate clearly the name and address of the tenderer to enable the Bid to be returned unopened in case it is declared “Late”.

### **2. Cost of Tender**

Cost of the Tender is Rs. 1000/- The bidder shall bear all costs associated with the preparation and submission of its Bid, regardless of the conduct or outcome of the Tendering Process.

### **3. Pre-Qualification Criteria**

1. The bidder should have completed atleast 1(one) project of similar capacity (covering present scope of work) of value not less than 1.5 lacs per annum in each of last three financial year completing 31<sup>st</sup>March, 2021.

Or

The bidder should have completed at least 2 (two) projects of AMC of similar capacity of value not less than Rs. 1 lacs per annum in each of last three financial year completing 31st March, 2021.

Or

The bidder should have completed at least 3 (three) projects of AMC of similar capacity of value not less than Rs. 0.75 lac per annum in each of last three financial year completing 31<sup>st</sup> March, 2021.
2. Bidders must submit self-attested copy of relevant work order / work completion certificate issued by client/customer in support of submission against pre-qualification criteria.
3. Any non-compliance as regards matching with pre-qualification criteria may summarily result to rejection of the bid.

**The Pre-Qualification Criteria to be submitted in a separate envelope in the technical bid envelope and superscribed as Pre-Qualification criteria.**

#### **4. Clarification of Tender Document**

A prospective bidder requiring any clarification of the Tender Document may notify JCI in writing at the Corporation's mailing address mentioned above.

#### **5. Amendment of Tender Document**

- 4.1** At any time prior to the last date for receipt of bids, the client may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Tender Document by an amendment.
- 4.2** The amendment will be displayed on the web sites [www.jutecorp.in](http://www.jutecorp.in) at least five working days prior to the opening of technical bid and will be deemed to have been notified to all concerned by all means.
- 4.3** In order to afford prospective Tenderers reasonable time in which to take the amendment into account in preparing their bids, the Client may, at its discretion, extend the last date for the receipt of the Bids.
- 4.4** The contract will be valid for a period of one year and the rates quoted will remain in force for the full period of the contract.
- 4.5** This Tender is non-transferable.

#### **6. Language of Bids**

The bid prepared by the Tenderer and all correspondence and documents relating to the Bids exchanged by the Tenderer and the Client, shall be written in English language.

#### **7. Documents comprising the Bids**

The Bids prepared by the Tenderers shall comprise of following components: -

**a) EMD Bid shall consist of the following:-**

- I.) Demand Draft of Rs. 1000/- towards Tender Document Fee.
- II.) Earnest Money Deposit – NIL

Any claim of exemption from submission of tender documents fees and/ or EMD as per policy of Govt. of India applicable to MSME/ SSI/ NSIC/ registered entities/ public sector undertakings will be considered only on submission of self-attested copy of relevant exemption/ registration certificate under the cover of EMD bid.

**b) Technical Bid shall consist of the following:-**

- I.) Copy of valid Trade Licence.
- II.) Copy of Permanent Account Number (PAN).

- III.) Self Certified Detail Income Tax Returns for last three years
- IV.) Proof of Annual Turnover of Rs. 25 lakhs for the last three years ending 31<sup>st</sup> March, 2021 duly certified by Auditor.
- V) List of contract in hand with copy of work orders, completion certificates of assignments completed.
- vi.) Copy of ESI and PF Registration Certificate
- vii.) Copy of GST Registration Certificate
- VIII.) Bank Account Number and IFS Code.
- ix.) One cancelled cheque.
- X.) Cost of tender document.
- XI.) Complete tender document each page duly signed & stamped as a token of its understanding/acceptance.
- XIII.) An undertaking in bidder's letter head stating that it is not blacklisted by any Ministry/ Department of the Government of India or any PSU or any other organization during last 3 years ending 31<sup>st</sup> March, 2021.
- XIV) The Vendor must have support office/ Branch office at Kolkata, a self-certified letter containing the office address, contact phone numbers, Mobile Numbers, Email Ids and contact person name should be attached along with tender.

Non-submission of above information/ incomplete documentation shall invalidate the bid and would be summarily rejected.

**c) Financial Bid consisting of the following:-**

Bid prices duly filled, signed and complete as per the format **(Section-IV)**.

## **8. Evaluation**

- a) Those who qualify as per **"Pre-Qualification"** clause, their **technical bid** will only be opened.
- b) Those who qualify in the Technical Bid, their Financial Bid will be opened and evaluated on lowest total quoted basis.

**9. Submission of Performance Security:-** The performance security of 3% of the total order value to be submitted by the successful bidder in the form of demand draft

## **Section – III: General Terms & Conditions**

### **1. Comprehensive Maintenance of Computers, Printers and Hardware**

- a) The successful bidder will have to provide support for Laptops, Desktop & Printer installed at above premises. **(Listed in Annexure-I)**
- b) Maintenance contract will be awarded for a period of three year.
- c) Maintenance Contract shall consist of Quarterly Preventive Maintenance plus any No. of break down calls as per complaint lodged.

- d) Quarterly Preventive Maintenance shall include -
  - i. Complete Hardware Diagnostic Check
  - ii. Operating System Diagnostics
  - iii. Disk Defragmentation
  - iv. Delete unneeded temporary files
  - v. Updates and patches to operating system installed
  - vi. Compressed air cleaning of system case and fans
  - vii. Check and tighten loose cards and connections
  - viii. Verify current and updated anti-virus
- e) Payment will be released on quarterly basis in against the contract annual amount within 15 days on completion of the quarter on receipt of bill and certification of job completion by concerning department of JCI. The AMC Charges may be paid in a four(4) quarterly instalments after completion of each quarter and after submission of original invoice.
- f) JCI's decision shall be final & binding to all. JCI reserves its right to accept or reject any of the quotations without assigning any reason thereof.
- g) Interested bidders may visit our office to see present Systems before submitting the tender.
- h) Under comprehensive maintenance contract, the contract awarded party will have to use only original spare parts of same make & model no. or with higher configuration. Duplicate parts will not be accepted in any case. In case of repeated problem, the same must be replaced immediately with new part.
- i) The bidder which quotes the lowest rate and found fit for awarding the work order by JCI, shall have to enter into an agreement on Non-judicial stamp paper with The Jute Corporation of India Limited for above work after receiving the work order.
- j) Service will be provided only at our office premises during 10 a.m. to 6:30 p.m. between Monday to Friday.
- k) Complaint lodged by 2 pm between Mondays to Friday must be solved on the same day of lodging the same, if a complaint lodged after 2 pm, must be solved within 11 am on next day (including Saturdays). Otherwise from the second day Rs.450/- per day per hardware penalty may be charged maximum up to 2 calendar days from submitted quarter bill.
- l) After attending the call the bidder is responsible to repair the solution within 24 hours and if it has taken more than 24 hours to repair the solution without any rigid ground, Rs. 450/- will be deducted from the next day up to 4 calendar days from the submitted quarter bills. And it is also to be noted that in between if office has to call alternative arrangement then the bidder is responsible to pay the bills for alternative arrangement or office has every right to cancel the contract and forfeited the Performance Security Amount. The vendor shall depute adequate no. of well equipped engineer who can maintain the equipments provided in section III and they should be specialised in repairing and maintain Laptops, Desktop & Printer.
- m) The defective parts will have to be repaired within the premises of JCI. In the event the solution requires more time, to repair the same outside office then it would be duty of the bidder to provide backup arrangement within 24hrs to supply the same or higher make and

model hardware, thereafter the bidder can lift the defective item from office for repairing purpose.

- n) If preventive maintenance job is not performed in any quarter, Rs.3000/- penalty may be charged (in addition to non-payment of respective charges for that quarter) from that particular quarter's payment. If the same thing occurred consecutively for two quarters, their Performance Security amount will be forfeited and appropriate action will be taken for cancellation of contract etc.
- o) The vendor will maintain a separate log books for each of the Laptops, Desktop & Printer. These Log Books with successful completion of Preventive Maintenance Reports must be submitted to Admin / Billing Section failing which an appropriate, penalty would be imposed. The quarterly payment will strictly be made on the basis of satisfactory report of the Admin section of JCI.
- p) The new spare if installed, shall be treated as JCI's asset from the time of installation and the defective parts shall be deposited admin Section of JCI unless otherwise decided by JCI authorities.
- q) Any bidder wants to cancel the contract then they have to intimate JCI one month notice and if the bidder cancel the contract suddenly without any intimation then the bidder is responsible to pay the total cost for repairing the solution which will be incurred by JCI and the performance security deposit & amount of any pending bills will be forfeited and also will lead to blacklisting of the vendor.
- r) If the lowest awarded want to cancel the contract after giving one month notice or JCI is bound to cancel the contract under any circumstance the JCI can offer the L2 bidder on urgent basis for three year Annual maintenance contract with same terms and condition.
- s) The quoted AMC Rate should be inclusive of all applicable taxes and duties.
- t) JCI has every right to cancel the contract at any time if the service of the bidder is not found satisfactory without any prior intimation.
- u) In case of any variation to Unit of items for maintenance, AMC charges will be accordingly adjusted by the JCI. No price escalation during three years AMC period.

## **10. TERMINATION & MODIFICATION:**

The JCI may, without prejudice to any other remedy or right, by giving not less than 15 (fifteen) days written notice to the Bidder, terminate the contract in whole or in part: -

- i. If the Bidder breaches any of the terms and conditions of the contract.



- ii. If the Bidder fails to perform/ execute the work within the time period(s) specified in the contract or any extension thereof granted by JCI in writing.
- iii. If the Bidder, in either of the above circumstances, does not remedy its failure within a period of 15(fifteen) days after receipt of the default notice from JCI.
- iv. If the Bidder in the judgment of JCI has engaged in corrupt or fraudulent practices in completing or in executing the contract. In the event, JCI terminate the contract in whole or in part, the JCI may get such services done, upon such terms and in such manner as it deems appropriate and the Bidder shall be liable to JCI for any risk and costs for such similar services.
- v. This contract shall be deemed to have been automatically terminated on the expiry of duration of the contract, thereof.
- vi. In the event that the Bidder or its collaborator at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the JCI shall, by a notice in writing have the right to terminate the Contract and all the rights and privileges of the Bidder/ Service Provider hereunder, shall stand terminated forthwith.
- vii. If the JCI considers that, the performance of the Bidder/ Service Provider is unsatisfactory, or not up-to the expected standard, the JCI shall notify the Bidder/ Service Provider in writing and specify in details the cause of the dissatisfaction. The JCI shall have the option to terminate the Contract by giving 15 days' notice in writing to the Bidder/ Service Provider, if Bidder/Service Provider fails to comply with the requisitions contained in the said written notice issued by the JCI.
- viii. Notwithstanding any provisions herein to the contrary, the JCI may terminate the contract with 15 days' notice to the Bidder/ Service Provider due to any other reason not covered under the above clause and in the event of such termination the JCI shall not be liable to pay any cost or damage to the Bidder/ Service Provider except for payment of work/services as per the Contract up to the date of termination.
- ix. The terms and conditions of the contract may be modified with mutual consent of both the parties as and when required.

**1. SAFETY CODE**

The Bidder shall at his own expense arrange for the safety provisions directly or indirectly employed for performance of the works and shall provide all facilities in connection therewith. JCI shall not be liable for any accident, injury or for any other mishap caused to him/them/their employees/agents employed by the Bidder and for any kind of damage during the execution of the contract or work done.

## **2. SPECIFICATIONS**

Before submission of Bids, Bidders are requested to make themselves fully conversant with all Conditions of the Bid Document and other relevant information related to the works/services to be executed under the contract.

## **3. SIGNING OF CONTRACT:**

The successful bidders shall execute an agreement with JCI on Non- Judicial stamp paper of value not less than Rs. 100/- within 7 (seven) days of written communication for acceptance of lowest rates. The stamp duty shall be borne and paid by the Bidder/Service Provider.

## **4. VERBAL OR WRITTEN UNDERTAKING NOT BINDING**

Any verbal or written arrangement abandoning, varying or supplementing this RFP and/or contract or any of the terms hereof shall not be binding on JCI unless and until the same are endorsed and reduced into writing.

## **5. REPRESENTATION AND WARRANTY:**

Each Party represents and warrants that:

- (a) it has full right, power and authority to enter into and carry out the work mentioned in this RFP/ Contract and have been and is on the date of this RFP/ Contract duly authorized by all necessary and appropriate corporate or other action to execute this RFP/ Contract;
- (b) it has no prior commitments, arrangements or agreements with any other person/ Corporation/ or any other authorities which might interfere with, or preclude the carrying out of its obligations under this RFP/ Contract;
- (c) it has the requisite experience, knowledge, expertise, capability, availability of manpower and infrastructure (with the capacity and the ability to augment all of the foregoing) necessary to effectively and properly render the services for the projects as agreed to be rendered hereunder; and
- (d) it shall perform its obligations, including without limitation, payment obligations under this RFP/ Contract with the standard of skill, diligence and competence meeting global quality standards and shall implement the best practices prevalent in the business/ industry.
- (e) it has all the requisite licenses and permits as required under applicable laws and that any of the terms of this contract does not conflict with, or result in breach of or default under applicable law, or any order, writ, injunction or decree of any court or governmental authority or any RFP/ Contract/agreement, written or oral, to which it is a party.

## **6. STATUTORY COMPLIANCES**

The Bidder(s)/ Service Provider shall comply with the provisions of Contract Labour (Regulation & Abolition) Act, 1970, the Contract Labour (Regulation and Abolition) Central Rules, 1971, the Minimum Wages Act 1948, Employee State Insurance Act, 1948, Payment of Wages Act 1936, Workmen's Compensation Act 1923, The Employee's Provident Fund Act (Miscellaneous Provisions) 1952, Payment of Bonus Act 1965, and/or any other rules, regulations and statutes as amended from time to time, that is and/or may be applicable to the Service Provider and its employees/

personnel. JCI reserves the right to call for proof of such compliance whenever deemed necessary and the Bidder/ Service Provider shall abide by the same. The Bidder shall be solely responsible for violation of any provisions of the aforesaid acts, rules or any other statutory provisions and shall further keep JCI indemnified from all acts of omission, fault, breaches and/ or any claim, demand, loss, injury and expense arising out of non-compliance of any such acts/ rules. In case of Bidder's failure to fulfill any of the obligations hereunder and/ or under the said Acts/rules/regulations or any bye-laws, JCI shall be at liberty to recover the same either by deducting it from the Security Deposit/Earnest Money or from any other sum due from JCI to the Service Provider whether under this contract or otherwise.

## **7. LEGAL RELATIONSHIP**

Contract is on principal-to-principal basis and does not create any employer-employee relationship.

Bidder/Service Provider shall provide the services herein as Independent contractor and nothing contained herein shall be deemed to create an association, partnership, joint venture or relationship of principal and agent or master and servant, or employer and employee between the JCI and the Bidder/ Service Provider.

All persons employed by the Bidder/ Service Provider shall be engaged by him as own employees in all respects, and all rights and liabilities under the Indian Factories Act, or the Workmen's Compensation Act, or Employees Provident Fund Act, and other applicable acts/ rules in respect of all such personnel shall exclusively be that of the Bidder/ Contractor.

## **8. INTELLECTUAL PROPERTY RIGHTS**

The Bidder/ Service Provider shall indemnify the JCI from and against all claims, demands, actions and proceedings and all costs arising there from for or on account of licence fees, infringement of any patent rights, design, trademark or other protected rights in respect of any plant, machinery, work, materials and process used in connection with the contract or during the execution of work/ contract.

## **9. FORCE MAJEURE**

Neither party shall be liable for any delay or failure in performing any of its obligations hereunder, if such delay or failure either wholly or partly is due to Force Majeure conditions such as floods, earthquakes or other acts of God, or any acts of governmental body or public enemy, wars, riots, embargoes, epidemics, pandemics, fires or any other causes, circumstances or contingencies beyond the control of such party. The party affected by such Force Majeure condition shall forthwith notify the other Party/Parties, of the nature and extent thereof, in writing, within seven (7) days after the occurrence of such Force Majeure condition and shall, to the extent reasonable and lawful under the circumstances, use best efforts to remove or remedy such cause with all reasonable dispatch.

If the Force Majeure condition in question prevails for a continuous period of one (1) month, the parties affected by such condition shall enter into bona fide discussions with a view to alleviating its effect on this Agreement by agreeing to such alternative agreement as may be fair and reasonable.

**10. CONFIDENTIALITY:**

Information relating to the evaluation of tenders shall not be disclosed to Bidders or any other persons not officially concerned with the process until information on award of contract is communicated to all Bidders or the selection process is complete. The undue use by any bidder of confidential information related to the process may result in rejection of its proposal. Except with the prior written consent of the JCI, no party shall at any time communicate to any person or entity any confidential information acquired in the course of the Contract.

**11. NON-DISCLOSURE:**

The Bidder shall not disclose directly or indirectly any information or details of the contract work and/or details of office, operational process, technical know-how, security arrangements and administrative/ organizational matters of the JCI, which may come to possession or knowledge of the Bidder during discharging its contractual obligations under this RFP/ Contract to any third party and shall at all times hold the same in the strictest confidence. The Bidder shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Bidder shall not publish, permit to be published or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the JCI. The Bidder shall indemnify the JCI for any loss suffered by the JCI as a result of the disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Bidder, and the JCI shall be entitled to claim damages and pursue legal remedies. The Bidder's obligation with respect to non-disclosure and confidentiality will survive the expiry or termination of this RFP/ Contract for whatever reason.

**12. NOTICE:**

All notices or reports permitted or required under this RFP/ Contract or otherwise in connection to the work, shall be in writing and sent to the address set forth hereunder or such other address as either party may specify in writing by personal delivery or by the recognized courier services, speed post or registered post etc.

Corporation's Address:

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Service Provider Address

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**13. INDEMNITY:**

The Bidder will defend, indemnify and hold JCI harmless during and after the term of the contract from and against any/all liabilities, damages, claims, fines, penalties, actions, proceedings and expenses in connection to or arising out of this contract.

**14. DISPUTE RESOLUTION & GOVERNING LAWS:**

Any dispute, differences or controversy of whatsoever nature between the parties arising out of or in relation to this RFP/ contract or touching or relating to construction, meaning, scope,

performance, operation or effect of the RFP/contract or the validity or the breach thereof, shall in the first instance be attempted to be resolved amicably through discussions/negotiations between the parties. In the event the same is not resolved amicably within 15 days, such matter(s) shall be referred for Arbitration. The Arbitrator (other than the employee of the parties hereto) shall be a Sole Arbitrator to be mutually appointed by both parties within a period of 15 days from the date of notice by the party concerned, failing which the sole Arbitrator shall be appointed as per the provisions of the Arbitration and Conciliation Act 1996 as amended and the decision/ award of the Sole Arbitrator shall be final and binding upon the parties hereto. The language of the arbitration shall be English and the seat of the arbitration shall be at Kolkata.

This RFP/ Contract shall be interpreted and constructed in accordance with Indian laws and only the Courts at Kolkata shall have exclusive jurisdiction over any matters arising out of this RFP/ Contract.

#### **15. FRAUD AND CORRUPT PRACTICES**

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding/Selection Process. Notwithstanding anything to the contrary contained in this RFP, JCI shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, JCI shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, for, inter alia, time, cost and effort of JCI, in regard to the RFP, including consideration and evaluation of such Bidders Proposal.

For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them: (a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of JCI who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of JCI, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the contract, as the case may be, with any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of JCI in relation to any matter concerning the Project; (b) "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process; (c) "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process; (d) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by Department with the objective of canvassing, lobbying or in any manner

influencing or attempting to influence the Selection 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 Selection Process.

**16. CONFLICT OF INTEREST**

A bidder shall not have a conflict of interest that may affect the Selection Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, JCI shall forfeit and appropriate the EMD, if available, for, inter alia, the time, cost and effort of department including consideration of such bidder’s Proposal, without prejudice to any other right or remedy that may be available to JCI hereunder or otherwise.

**17. DISCLAIMER:**

JCI is under no obligation to enter into any contract with any one by issuing this Tender Notice. JCI reserves the right to accept or reject any or all responses and to request additional submissions or clarification from one or more Bidder at any stage or to cancel the entire process without assigning any reason. JCI makes no representation or warranty, express or implied, as to the accuracy, correctness and completeness of the information contained in the bid documents.

## Section – IV: Forms

### Technical Bid Format (to be typed on bidder's letter head)

TENDER NOTICE FOR ANNUAL CONTRACT FOR COMPREHENSIVE MAINTENANCE OF LAPTOPS,  
DESKTOP & PRINTER OF THREE YESARS AT R.O.,BERHAMPORE

NAME OF THE

TENDERER :

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Firm's Name :

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Postal Address :

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Date of Establishment :

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Telephone Nos. :

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Contact Person :

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Mobile No. :

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Email ID:

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PAN :

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GST No. :

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Provident Fund Regn. No. :

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ESIC Regn No :

Other Documents if any :

Date:

Place:

Signature of Bidder  
(Seal)

Financial Bid Format (to be typed on bidder's letter head)

### 1. Comprehensive Maintenance of Laptops.

SI No	Brand	Model / Item	Quantity	Rate	GST Amount	Total Amount
1	Lenovo	V-110 15 ISK	9			
2	HCL	Intel(R) Core(TM) i3-3220 CPU @ 3.30GHz 4.00 GB	1			
3	HP	Laser Jet Pro MFP M126nw	1			
	Total		11			

**GST rate to be clearly mentioned**

The total rate quoted is Rupees..... (in words)

**Note1 :** In case, any error is observed in totalling of 'Rate' column then JCI will consider the applicable correct total amount for evaluation

**Note2:** If any discrepancy is found in total amounts mentioned in figure and in words then, the amount pertaining to the correct total of the 'Rate' column will be considered for evaluation. GST to be provided separately if applicable



**Commercial Bid Format** *(to be typed on bidder's letter head)***1 . Comprehensive Maintenance of Laptops, Desktop, Printer.**

Brand	Model / Item	qty
Lenovo	V-110 15 ISK	9
HCL	Intel(R) Core(TM) i3- 3220 CPU @ 3.30GHz 4.00 GB	1
HP	Laser Jet Pro MFP M126nw	1
<b>Total</b>		<b>11</b>