

RFP For Annual Maintenance Contract For Server, Desktops, Laptops, Printers, Scanners, Fax Machine, UPS & Other IT Items

Request for Proposal

Tender No.2192/2(5)88/EST/TENDER/NRDA

APRIL 2015

Proposals must be received by 3:00 PM

On or Before 25/05/2015




NAYA RAIPUR DEVELOPMENT AUTHORITY

Capitol Complex, Sector-19, Naya Raipur, 492002

Phone : 0771-2511500, Fax : 0771-2511400

Email : ceo@nayaipur.com, tl_pst@nayaipur.com

PRESS NOTE



NAYA RAIPUR DEVELOPMENT AUTHORITY
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Inviting Tender for AMC of Server, Desktops, Laptops, Printers, Scanners, Fax Machine, UPS & other IT Items

NIT No.: 2(5) 88/EST/TENDER /NRDA **Date:** 11.05.2015

NRDA Invites tender in prescribed form for AMC of Server, Desktops, Laptops, Printers, Scanners, Fax Machine, UPS & other IT Items situated at territory at territory of Raipur / Naya Raipur.

The eligibility conditions for evaluation of tender for short-listing of responses, documents to be submitted with the Tender can be downloaded from www.nayaraipur.gov.in Any Modification/Amendment/Corrigendum, if any, shall not be advertised in the newspapers but shall be posted in the website only.

Due Date and Time for submission of tender at the office of NRDA: May 25, 2015 on or before 15:00 hours

NAYA RAIPUR - MERA RAIPURChief Executive Officer

IMPORTANT DATES

Event Description	Date
Date of Call of Tender	Date of Call of Tender 11/05/2015
Proposal Due Date or PDD	25/05/2015 up to 1500Hrs
Opening of Technical Proposals	25/05/2015 up to 1530Hrs

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 their 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 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 technical and financial offers pursuant to this RFP (the "Bid" or “Proposal”). This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. 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 depends upon interpretation of law. The information given is not 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 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 in this Bid Stage.

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 a Bidder or to appoint the Successful Bidder or Concessionaire, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason 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.

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VOLUME - I

INFORMATION TO BIDDER

1. INTRODUCTION

1.1 Background

1.1.1 The State of Chhattisgarh (CG) was created in the year 2000 while the city of Raipur was declared its capital. Raipur with its growing importance as the major node in trade network and a host of industries, has immense potential, however, the present city is constrained by availability of land, space and basic infrastructure. Considering the growth potential of the city and with a view to decongest the city, a new city is being developed as 'Naya Raipur', the green field capital city, at a distance of about 20 kms from the existing Raipur City. Its core area ad measures 8,013 ha. The planning area of Naya Raipur has been notified as a 'Special Area' under the 'CG Nagar Tatha Gram Nivesh Adhinyam, 1973'. A Special Area Development Authority namely 'Naya Raipur Development Authority' (NRDA) constituted under the said Act has been entrusted with the development, operation and maintenance of infrastructures of the new city. As part of development activities, NRDA is developing and shall develop infrastructure, utility and social projects by various procurement methods such as Public Private Partnership framework, Engineering procurement contracts Percent Rate/ Item Rate/ lump sum contract etc, depending on the nature of projects.

1.1.2 NRDA is currently operating through its two offices one is near Capitol Complex and other is at Rakhi village which are equipped with all basic IT related infrastructure. Now NRDA has decided to select an agency which shall undertake comprehensive annual maintenance contract of its IT infrastructure which include Server, Desktops, Laptops, Printers, Scanners, Fax Machine, UPS & Other IT Items for a period of 1(one) year, (the "Assignment") which may be extended by another one (1) year upon satisfactory performance of the Bidder on sole discretion of the Authority

1.2 Request for Proposal

The Authority invites Proposals (the "Proposals") for selection of a Proprietorship/ Partnership firm /Joint Venture (JV) or a Company, private or public ("the "IT AMC Agency "Or "Information Technology Equipment Annual Maintenance Contractor") to undertake the Assignments.

The Authority intends to select the IT AMC Agency through an open competitive bidding in accordance with the procedure set out herein.

1.3 Due diligence by Applicants

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal. Bidders are invited to examine the Assignment in greater detail, and to carry out at their cost such studies as may be required for submitting their respective Bids. The bidders shall be free to inspect the machines during **10:00 AM to 5:30 PM on all working days** till last date of sale of tender as given in the tender schedule. The NRDA shall not be liable for any cost incurred on inspection of machines done by the bidder; however the Authorized Officer, NRDA shall provide all the locational details of hardware

1.4 Sale of RFP document

RFP document can be obtained during working Hours on all working days on payment of a fee

of Rs. 500/- (Rupees five hundred only) in the form of a demand draft drawn on any Scheduled Nationalised Bank in India in favour of CEO, Naya Raipur Development Authority and payable at Raipur/ Naya Raipur. The document may also be downloaded from the Official Website of the Authority i.e. www.nayraipur.gov.in .In case of a downloaded Bidding document the Bidders shall submit the demand draft of Rs. 500/- (Rupees five hundred only) along with its Proposal.

1.5 Validity of the Proposal

The Proposal shall be valid for a period of not less than 120 (one hundred twenty days) days from the Proposal Due Date (the "PDD").

1.6 Brief description of the Selection Process

The Authority has adopted a Single stage two step selection process (collectively the "Selection Process") in evaluating the Proposals comprising technical and financial bids to be submitted in two separate sealed envelopes. In the first stage, a technical evaluation will be carried out as specified in Clause 2.19. Based on this technical evaluation, a list of short-listed Applicants shall be prepared as specified in Clause 2.19.2. In the second stage, a financial Proposal shall be opened of all Applicants who have been declared technically qualified during the technical evaluation. The Applicant who quoted the lowest consultancy Fees shall be declared as Selected Applicant (the "Selected Applicant") while the second ranked Applicant will be kept in reserve.

1.7 Payment Currency

1.7.1 All payments to the IT AMC Agency shall be made in INR in accordance with the provisions of this RFP.

1.8 Schedule of Selection Process

The Authority would endeavor to adhere to the following schedule:

Sl No.	Event Description	Date
1.	Date of Call of Tender	Date of Call of Tender ../.../2015
3.	Proposal Due Date or PDD/...../2015 up to 1500Hrs
4.	Opening of Technical Proposals/...../2015 up to 1530Hrs
5.	Opening of Financial Proposals	To be intimated
6.	Letter of Award (LOA)	Within 15 days of PDD
7.	Signing of Agreement	Within 10 days of LOA
8.	Validity of Applications	120 days of Proposal Due Date

1.9 Communications/ Submission Address

Any queries or request for additional information concerning this RFP shall be submitted in writing or by fax and e-mail to the Chief Executive Officer, NRDA. The envelopes/ communication shall clearly bear the following identification/ title:

"Queries/ Request for Additional Information: Annual Maintenance Contract For Server, Desktops, Laptops, Printers, Scanners, Fax Machine, UPS & Other IT Items".

The queries may be send at the following address:

**Chief Executive Officer,
Naya Raipur Development Authority
1st Floor Utility Block Capital Complex , Sector-19, Naya Raipur 492002
Chhattisgarh
Email: ceo@nayaraipur.com, pe_pst@nayaraipur.com**

- 1.10 **The Official Website of the Authority is: <http://www.nayaraipur.gov.in>**
- 1.11 All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:

**“RFP For Annual Maintenance Contract For Server, Desktops,
Laptops, Printers, Scanners, Fax Machine, UPS & Other IT Item ”**

- 1.12 Applicants are required to submit their Proposal at the address mentioned in Clause 1.9 of this RFP document before the Bid due date as provided in clause 18.

2. INSTRUCTIONS TO APPLICANTS

A. GENERAL

2.1. Scope of Proposal

2.1.1 Detailed description of the objectives, scope of services, and other requirements relating to this Assignment are specified in this RFP. In case an Applicant possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process in response to this invitation. The term Applicant (the "**Applicant** ") means the sole applicant only and consortium is not allowed. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.

2.1.2 Applicants are advised that the selection of IT AMC Agency shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority's decisions are without any right of appeal whatsoever.

2.1.3 The Applicant shall submit its Proposal in the form and manner specified in this Part- 2 of the RFP. The Technical Proposal shall be submitted in the form at Appendix-I and the Financial Proposal shall be submitted in the form at Appendix-II. Upon selection, the Applicant shall be required to enter into an agreement with the Authority in the form specified at Schedule-2.

2.2. Conditions of Eligibility of Applicants

2.2.1 Applicant must read carefully the minimum conditions of eligibility (the "**Conditions of Eligibility**") provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation.

2.2.2 To be eligible for evaluation of its Proposal, the Applicants shall fulfill the following:

A. Technical Capacity:

- i. The Applicants must have Income Tax Permanent Account Number (PAN) and Tax Deduction and Collection Account Number (TAN) and Service Tax Registration Number.
- ii. The Applicants should have been in existence since last last 3 (three) years as on 31.03.2015.
- iii. Must be working as an Annual Maintenance Contractor of any IT Equipment's as specified in Schedule-3 of this RFP with atleast 3 (three) client each in last 3 (three) FY i.e. 2014-15,2013-14, 2012-13.
- iv. Must be working as an Annual Maintenance Contractor of any IT Equipment's as specified in Schedule-3 of this RFP for atleast 1 (one) Government institution/semi government/ and State Govt. Corporation client each in last 3 (three) FY i.e. 2014-15,2013-14, 2012-13.

The applicant may demonstrate the work experience of a direct client or working as a third party AMC provider on behalf of any other client.

B. Financial Capacity: The Applicants shall have Annual Average Income of Rs. 4.00 (four) Lacs during last 3 (three) financial years preceding the Proposal Due Date. In case Annual Income for FY 2014-15 is not available, Applicant may consider last

three FY starting from 2011-12.

- 2.2.3 The Applicant should submit a Power of Attorney as per the format at Form-4 of Appendix- I; provided, however, that such Power of Attorney would not be required if the Applicant is a proprietorship firm.
- 2.2.4 The Applicant should certify that they have not been black listed by any client .
- 2.2.5 An Applicant should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any assignment or agreement nor have had any agreement terminated for breach by such Applicant .
- 2.2.6 While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicant may format the specified forms making due provision for incorporation of the requested information.
- 2.2.7 **List of Supporting Document** : Applicants are required to furnish following documents in support of their Technical & Financial Capacity:
- 2.2.7.1 Technical Capacity Supporting Document**
- a. Self attested copy of Registration Certificate issued by Competent Authority.
 - b. LOA or Completion Certificate from Client to satisfy the conditions as set forth in Clause 2.2.2 (iii) & (iv) authenticated by authority signatory of the Bid.
 - c. Proof of Commercial Tax paid for Assessment Year 2011-12, 2012-13 and 2013-14.
 - d. Copy of Income tax returns filed in financial year 2011-12, 2012-13 and 2013- 14.
 - e. Annual Reports or Financial Statement For FY 2014-15, 2013-14, 2012-13. In case of Annual Reports or Financial Statement for FY 2014-15 not available, Applicant may consider last three FY starting from 2011-12.

2.3 Conflict of Interest

- 2.3.1 An Applicant shall not have a conflict of interest that may affect the Selection Process of the Assignment (the "**Conflict of Interest**"). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
- 2.3.2 The Authority requires that the IT AMC Agency provides professional, objective, and impartial advice and at all times hold the Authority's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The IT AMC Agency shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.

2.3.3 Without limiting the generality , an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

- i. a constituent of such Applicant is also a constituent of another Applicant ; or
- ii. such Applicant has the same legal representative for purposes of this Proposal as any other Applicant ; or

2.4 Number of Proposals

No Applicant shall submit more than one Proposal for the Consultancy.i.e an Applicant applying individually shall not be entitled to submit another proposal .

2.5 Cost of Proposal

The Applicant s shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Authority, etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.6 Acknowledgment by Applicant

2.6.1 It shall be deemed that by submitting the Proposal, the Applicant has:

- a) made a complete and careful examination of the RFP;
- b) received all relevant information requested from the Authority;
- c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to in Clause 2.6 above;
- d) satisfied itself about all matters, things and information, including matters referred to in Clause 2.6 herein above, necessary and required for submitting an informed Proposal and performance of all of its obligations thereunder;
- e) acknowledged that it does not have a Conflict of Interest; and
- f) agreed to be bound by the undertaking provided by it under and in terms hereof.

2.6.2 The Authority shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

2.7 Right to reject any or all Proposals

2.7.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

2.7.2 Without prejudice to the generality of Clause 2.8.1, the Authority reserves the right to reject any Proposal if:

- a) at any time, a material misrepresentation is made or discovered, or

b) the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified / rejected, then the Authority reserves the right to consider the next best Applicant , or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

2.8 Not Used

2.9 Amendment of RFP

2.9.1 At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant , modify the RFP document by the issuance of Addendum/ Amendment and posting it on the Official Website.

2.9.2 All such amendments will be notified on the Official Website along with the revised RFP containing the amendments and will be binding on all Applicants.

2.9.3 In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposal Due Date.

B. PREPARATION AND SUBMISSION OF PROPOSAL

2.10 Language

The Proposal with all accompanying documents (the "Documents") and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

2.11 Format and signing of Proposal

2.11.1 The Applicants shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.

2.11.2 The Applicants shall prepare one original set of the Proposal (together with originals/ copies of Documents required to be submitted along therewith pursuant to this RFP) and clearly marked "**ORIGINAL**".

2.11.3 The Proposal and its copy shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall *initial each page, in blue ink*. In case of printed and published Documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the

authorized representative (the "**Authorized Representative**") as detailed below:

- a) by the proprietor, in case of a proprietary firm; or
- b) by a duly authorized person holding the Power of Attorney, in case of a partnership firm and/or a limited liability partnership; or

A copy of the Power of Attorney certified under the hands of Authorised Person of the Applicant and notarized by a notary public in the form specified in Appendix-I (Form- 4) shall accompany the Proposal.

2.11.4 Applicants should note the Proposal Due Date, as specified in Clause 1.8, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in Clause 2.17.1. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Authority reserves the right to seek clarifications under and in accordance with the provisions of Clause 2.23.

2.12 Technical Proposal

2.12.1 Applicants shall submit the technical proposal in the formats at Appendix-I (the "**Technical Proposal**").

2.12.2 While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:

- A. The Bid Security is provided;
- B. RFP Document fee Rs. 500/- in the form of Demand Draft payable to CEO, Naya Raipur Development Authority is provided;
- C. all forms are submitted in the prescribed formats and signed by the prescribed signatories;
- D. Power of Attorney, if applicable, is executed as per Applicable Laws;
- E. the proposal is responsive in terms of Clause 2.21.3.

2.12.3 Failure to comply with the requirements spelt out in this Clause 2.12.2 shall make the Proposal liable to be rejected.

2.12.4 The Technical Proposal shall not include any financial information relating to the Financial Proposal.

2.12.5 The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

2.12.6 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the

Applicant shall be disqualified forthwith and if not yet appointed as IT AMC Agency either by issue of the LOA or entering into of the Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Applicant or IT AMC Agency, as the case may be. In such an event, the Authority shall forfeit and appropriate the Bid Security as mutually agreed pre-estimated 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.

2.13 Financial Proposal

2.13.1 Applicant's shall submit the financial proposal in the formats at Appendix-II (the "**Financial Proposal**") clearly indicating the total cost of the Assignment (Form-1 of Appendix-II) in both figures and words, in Indian Rupees, and signed by the Applicant's Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail.

2.13.2 While submitting the Financial Proposal, the Applicant shall ensure the following:

- i. All the costs associated with the assignment shall be included in the Financial Proposal.
- ii. The Financial Proposal shall take into account all expenses. For the avoidance of doubt, it is clarified that all taxes **except service tax** shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.

2.14 Submission of Proposal

2.14.1 The Applicant shall submit the Proposal in **Spiral bound** form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialed by the Authorized Representative of the Applicant as per the terms of the RFP document. In case the Proposal is submitted on the document down loaded from Official Website, the 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 downloaded or photocopied version of the RFP document and the original RFP issued by the Authority, the latter shall prevail.

2.14.2 The Proposal will be sealed in an outer envelope, which will bear the address of the Authority, RFP Notice number, Assignment name as indicated at Clauses 1.2 and the name and address of the Applicant.

If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Applicant.

2.14.3 The aforesaid outer envelope will contain two separate sealed envelopes, one clearly marked as '**Technical Proposal**' and the other clearly marked '**Financial Proposal**'. The envelope marked "Technical Proposal" shall contain:

- Proposal in the prescribed format (Form-1 of Appendix-I) along with Forms 2 to 6 of Appendix-I and supporting document ; and
- Bid security as specified in Clause 2.20.1

The envelope marked "**Financial Proposal**" shall contain the financial proposal in the prescribed format (Forms 1 & 2 of Appendix-II).

2.14.4 The Technical Proposal and Financial Proposal shall be typed or written in indelible ink and signed by the Authorized Representative of the Applicant. All pages of the original, Technical Proposal and Financial Proposal must be numbered and initialed by the person or persons signing the Proposal.

2.14.5 The completed Proposal must be delivered on or before the specified time on Proposal Due Date. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained.

2.14.6 The Proposal shall be made in the Forms specified in this RFP document. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, company brochures, copy of contracts etc. will be entertained.

2.15 Proposal Due Date

2.15.1 Proposal should be submitted at or before 1500 hrs on the Proposal Due Date specified at Clause 1.8 at the address provided in Clause 1.9 in the manner and form as detailed in this RFP document. A receipt thereof should be obtained from the person specified therein.

2.15.2 The Authority may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.9 uniformly for all Applicants.

2.16 Late Proposals

Proposals received by the Authority after the specified time on Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

2.17 Modification/ substitution/ withdrawal of Proposals

2.17.1 The Applicant may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by the Authority prior to Proposal Due Date. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the Proposal Due Date.

2.17.2 The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.17, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

2.17.3 Any alteration / modification in the Proposal or additional information or material supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.18 Bid Security

2.18. The Applicant shall furnish as part of its Proposal, a Bid Security of Rs. 10,000/- (Rs. Ten Thousand Only) (**interest free**) in the form of Demand Draft of any Scheduled/ Nationalised bank in favour of CEO, NRDA, payable at Raipur/Naya Raipur. The Bid Security shall be returnable / refundable not later than 30 days from PDD except in case of the first ranked Applicants as specified in this RFP. t.

2.18.2 Any Proposal not accompanied by the Bid Security shall be rejected by the Authority as non- responsive.

2.18.3 The Authority shall not be liable to pay any interest on the Bid Security and the same shall be interest free.

2.18.4 The Applicant by submitting its Proposal pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, *inter alia*, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

- a) If an Applicant submits a non-responsive Proposal;
- b) If an Applicant engages in any of the Prohibited Practices specified in Section 4 of this RFP document;
- c) If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP document and as extended by the from time to time;
- d) In the case of a Selected Applicant , if the Applicant fails to sign the Agreement or commence the assignment as specified in Clauses 2.28 and 2.29 respectively; or
- e) If the Applicant is found to have a Conflict of Interest as specified in Clause 2.3.

C. EVALUATION PROCESS

2.19 Evaluation of Proposals

2.19.1 The Authority shall open the Proposals at 1530 hours on the Proposal Due Date, at the place specified in Clause 1.9 and in the presence of the Applicants who choose to attend. The envelopes marked "Technical Proposal" shall be opened first. The envelopes marked "Financial Proposal" shall be kept sealed for opening at a later date.

2.19.2 Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.17 shall not be opened.

2.19.3 Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. The Authority may, in its sole discretion,

reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:

- a) it is accompanied by the receipt of purchase of the RFP document from the Authority or in the event of download of the RFP document from Official Website is accompanied by a demand draft of Rs. 500/- (five hundred only) in favour of “CEO, Naya Raipur Development Authority ” payable at Raipur/ Naya Raipur towards the cost of the RFP document;
- b) it is received by the Proposal Due Date including any extension thereof .
- c) it is accompanied by the Bid Security as specified in Clause 2.18
- d) it is signed, sealed, bound together in Spiral and marked as stipulated in Clauses 2.13 and 2.16;
- e) it is accompanied by the Power of Attorney as specified in Clause 2.2.4;
- f) it contains all the information (complete in all respects) as requested in the RFP;
- g) it does not contain any condition or qualification; and

2.19.4 The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.

2.19.5 The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.6 of this RFP.

2.19.6 After the Technical evaluation, the Authority shall prepare a list of technically qualified Applicants for opening of their Financial Proposals. Financial Proposal of the applicants who are not qualified in technical evaluation shall not be considered. A date, time and venue will be notified to all Applicants for announcing the result of technical evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of technically qualified will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Applicant who choose to be present. The Applicant who quoted the lowest assignment Fees shall be declared as Selected Applicant (the “**Selected Applicant**”) while the second ranked Applicant will be kept in reserve. The Authority will not entertain any query or clarification from Applicants who fail to qualify at Technical evaluation stage of the Selection Process.

2.19.7 Applicants are advised that Selection will be entirely at the discretion of the Authority. Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Selection Process or Selection will be given.

2.19.8 Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicants if the Assignment is subsequently awarded to it.

2.20 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of, or concerning the Selection Process. The Authority will treat all information, submitted as part of the Proposal, 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.

2.21 Clarifications

2.21.1 To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Applicants regarding its Proposal. Such clarification(s) 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.

2.22.2 If an Applicant does not provide clarifications sought under Clause 2.21.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

2.23 Award of Assignment

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority to the Selected Applicants and the Selected Applicants shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgment thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicants 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 Applicant as mutually agreed genuine pre-estimated loss and damage suffered by the Authority on account of failure of the Selected Applicants acknowledgment the LOA, and the next highest ranking Applicants may be considered.

2.24 Execution of Agreement

After acknowledgment of the LOA as aforesaid by the Selected Applicants, it shall execute the Agreement within the period prescribed in Clause 1.8. The Selected Applicants shall not be entitled to seek any deviation in the Agreement.

2.25 Commencement of Assignment

The IT AMC Agency shall commence the Services within 7 (seven) days of the date of the Assignment Agreement or such other date as may be mutually agreed. If the Applicant fails to either sign the Agreement as specified in Clause 2.24 or commence the Assignment as specified herein, the Authority may invite the second ranked Applicants for negotiations. In such an event, the Bid Security of the first ranked Applicants shall be forfeited and appropriated in accordance with the provisions of Clause 2.18.4.

2.26 Proprietary data

All documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the IT AMC Agency, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the IT AMC Agency to the Authority in relation to the Assignment shall be the property of the Authority.

3. FRAUD AND CORRUPT PRACTICES

3.1 The Applicant's and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant 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, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.

3.2 Without prejudice to the rights of the Authority under Clause 3.1 herein above and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Consultant, 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 Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant 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 Applicant or Consultant, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

3.3 For the purposes of this Section, 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 the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, 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 the Authority, 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 Agreement, as the case may be, 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 the Authority 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 the Authority 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 Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

4. MISCELLANEOUS

- 4.1** The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Raipur shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 4.2** 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 Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - b) consult with any Applicant 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 Applicant ; and/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 Applicant.
- 4.3** It shall be deemed that by submitting the Proposal, the Applicant 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.
- 4.4** All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
- 4.5** The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

Schedules

SCHEDULE 1

Scope of Work

- i. Nomination of one (1) well qualified Hardware Engineer and his substitute at NRDA office for all working hours during office hours i.e. 10:00 A.M to 5:30 P.M.
- ii. The Service Engineer of the Firm should report daily at the respective office timings to the IT head on all working days. The Bidder shall also maintain Attendance Register, Complaints Register.
- iii. The Service Engineer shall maintain a Log Register for all calls attended and details of spares replaced.
- iv. It is intended to shortlist a bidder for the award of the comprehensive Annual Maintenance Contract (AMC) for the hardware as per the **Annexure A**.
- v. AMC is comprehensive and will cover all kind of damage and burning of any part of the machine/system and regular preventive as well as corrective services to all the machines as per **Annexure A**.
- vi. For Desktop, Laptop, Printer, Fax, Photocopier & other IT machine:
 - a) All minor parts will be replaced by the Bidder.
 - b) The replacement of all defective parts including all configurationally assemblies, internal / external with the machine such as: Mother board, RAM, Hard Disk, Floppy Disk Drive, CD/Combo/DVD Drive, Modems, Inlay Cards (Network, VGA, Sound), all Ports, (COM,LPT,USB etc.),Keyboard, Mouse, Monitor, Cables & Connectors, Power Adaptors, SMPS, Printer Toner, Drum Cartridge or any other existing component / card in any machine (Computer / Laptops) will be chargeable as per manufacturing companies price list/CSIDC rate contract/DGS&D rate contract as the case may be. In such case, the Bidder is required to submit the Original Bill from the Manufacturer to the Authority. In case the Bidder is unable to submit the original bill, the cost of the part will not be reimbursed.
 - c) The bidder will take care of the operating system and all desired application software's such as MS Office, various text editors, common purpose software's and their trouble shooting including antivirus maintenance/fresh installation and all other third party software drivers for peripheral devices.
- vii. During the contract period, any hardware can be shifted to other location of NRDA office situated at territory of Naya Raipur. It shall be the Bidder's responsibility to maintain the hardware ordered for AMC installed at any location/for any application.
- viii. The bidder shall be responsible for keeping the hardware fully operative by repairing/replacing faulty hardware and reloading concerned software such as Windows, MS Office & Antivirus software, any other software and also in case of HDD crash. Recovery of data has to be done by bidder in case of any hardware crash or otherwise and solving the software problems in the hardware under AMC,

which may occur due to malfunctioning of hardware or otherwise.

- ix. Appointment of one well trained/qualified hardware engineer and his substitute at the office of NRDA to resolve the hardware problems, **between 10:00 AM to 5:30 PM on all working days**. All hardware engineers must have expertise in hardware maintenance work. These engineers are also liable to work on all holidays and Saturday/Sunday (if services are required).
- x. Successful bidder is liable to handover all the hardware under its AMC to the successor in working condition, failure of which shall lead to deduction of actual expenditure to repair these hardware.
- xi. Any damage to the equipment occurred during the maintenance shall be replaced/repaired by the vendor at their own expense. No alterations / attachments / adjustment should be made to the hardware being repaired that can decrease / reduce the actual capability of the machine with same Make. In case of permanent replacement of Hardware, vendor has to provide either same model or higher model. Vendor shall employ only qualified and skilled staff with adequate field experience. If NRDA demands, the vendor will have to provide proof of qualification and experience of person employed for servicing the equipment.
- xii. In exceptional circumstance where the equipment/s / component/s is/are to be taken to Company's premises / service centre for repairs, standby arrangement will be made. The equipment being taken to the workshop for repair would be at company's own risk and expenses.
- xiii. Any damage or loss caused to the Computer/s, Laptop/s, Printer/s, Server/s, Scanner/s etc. or their parts due to negligence, mis-handling shall be made good by the company either by payment in cash the prevailing market price of that items or by a new one (from OEM) of the same make and specifications.
- xiv. The firm shall be responsible for taking back up data and programme available in PC before attending the fault and shall also be responsible for reloading the same. The backup copies are to be returned to the users, under acknowledgment from the user. A log to this effect would also be maintained in a separate register in IT Section, NRDA.

SCHEDULE 2
CONSULTANT AGREEMENT
(SEPARATELY ATTACHED AS VOLUME -II)

SCHEDULE 3: INVENTORY DETAILS

DESKTOP			
	MODEL	Nos	Existing Warranty Valid Till
1.	Intel® Xeon ® CPU 2 GB RAM 150 HDD	1	
2.	HCL CORE TO DUO 2 GB RAM 320 HDD	39	
3.	HP CORE-I5 500 GB 4 GB RAM	9	27-05-2016
4.	HCL CORE-I3 500 GB 2 GB RAM	10	31-07-2016
	TOTAL	59	
PRINTER			
1.	HP LASER JET P1505	1	
2.	CANON LBP 5970 COLOR	1	
3.	HP LASER JET P1007	2	
4.	SAMSUNG 1640	12	
5.	SAMSUNG 1666	1	
6.	SAMSUNG 1866	5	
7.	SAMSUNG 2010	2	
8.	SAMSUNG CLP 610 ND COLOR	1	
9.	SAMSUNG CLP 620 ND COLOR	1	
10.	SAMSUNG ML 2161	1	
11.	SAMSUNG SCX-4521-F	1	
12.	HP M1536 DNF MFP	2	27-05-2015
13.	HP LASER JET P1606 DN	4	27-05-2015
14.	SAMSUNG 2161	5	31-07-2016
	TOTAL	39	
UPS			
1.	UPS 06 KVA 600 VA 1	2	
2.	UNLINE 1	4	
3.	LUMINOUS	2	
4.	POWER PLUS	7	
	TOTAL	15	
FAX			

1.	Samsung SCX-4521-F	1	
2.	SHARP -FO-A650	2	
	TOTAL	3	
SCANNER			
1.	HP SCANJET G2410	2	
2.	Canon 100 Lide	2	
	TOTAL	4	
LAPTOP			
1.	HCL ME 54 I5 Processor 4 GB RAM 320 HDD	6	
2.	DELL VOSTRO 1520 core to duo 2 GB RAM 320 HDD	6	
	TOTAL	12	
PHOTOCOPY MACHINE			
	Model	Nos	Existing Warranty Valid Till
1.	Xerox	1	
2.	Toshiba-256	2	
3.	Toshiba E-Studio 207	1	
4.	Reiko	1	31-07-2016
	TOTAL	5	
PROJECTOR			
1.	BENQ	1	
	TOTAL	1	
PLOTTER			
1.	HP	1	31-01-2016
	TOTAL	1	

APPENDICES

APPENDIX-I

TECHNICAL PROPOSAL

Form-1 Letter of Proposal

(On Applicants' letter head)

(Date and Reference)

To *****

Sub: Selection of IT AMC Agency For Annual Maintenance Contract For Server, Desktops, Laptops, Printers, Scanners, Fax Machine, UPS & Other IT Items at Naya Raipur Development Authority Offices, Chhattisgarh.

Dear Sir,

With reference to your RFP Document dated....., I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for Selection of IT AMC Agency For Annual Maintenance Contract For Server, Desktops, Laptops, Printers, Scanners, Fax Machine, UPS & Other IT Items at Naya Raipur Development Authority Offices, Chhattisgarh. The proposal is unconditional and unqualified.

1. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as an IT AMC for the aforesaid assignment .
3. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. I/We acknowledge the right of the Authority to reject our proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/We certify that in the last 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 against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. I/We declare that:
 - a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
 - b) I/We do not have any conflict of interest in accordance with Clause 2.3 of the RFP Document;
 - 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 3.3 of the RFP document, 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 government, Central or State; and

- d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 3 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Applicant, without incurring any liability to the Applicants.
8. I/We declare that we are not a Member of any other Applicants applying for Selection as a Consultant.
9. I/We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the assignment or which relates to a grave offence that outrages the moral sense of the community.
10. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
11. I/We further certify that no investigation by a regulatory authority is pending against us.
12. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority [and/or the Government of India] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
13. The Bid Security cum Performance Security of Rs. 10,000 (Rupees ten thousand) in the form of a Demand Draft is attached, in accordance with the RFP document.
14. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
15. I/We agree to keep this offer valid for 120 (one hundred twenty) days from the Proposal Due Date specified in the RFP.
16. A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith in Form 4.
17. In the event of me/our firm/ being selected, I/we agree to enter into an Agreement in accordance with the form at Schedule-2 of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
18. I/We have studied RFP and all other documents carefully and We understand that except to the extent as expressly set forth in the Agreement, 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 or concerning or relating to the Selection Process including the award of Consultancy.

19. The Financial Proposal is being submitted in a separate cover. This Technical Qualification Document read with the Technical Proposal and the Financial Proposal shall constitute the Proposal which shall be binding on us.
20. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Applicant)

APPENDIX-I

Form-2 Particulars of the Applicant

1.1	<p>Title of Consultancy: Selection of IT AMC Agency For Annual Maintenance Contract For Server, Desktops, Laptops, Printers, Scanners, Fax Machine, UPS & Other IT Items at Naya Raipur Development Authority Offices, Chhattisgarh.</p>
1.2	<p>State the following: Name of Applicant: Legal status: Country of incorporation: Registered address: Year of Incorporation: Year of commencement of business: Principal place of business: Brief description of the Applicants including details of its main lines of business Name, designation, address and phone numbers of authorized signatory of the Applicant: Name: Designation: Company: Address: Phone No.: Fax No. : E-mail address:</p>
1.3	<p>For the Applicant state the following information:</p> <p>i. Has the Applicant been penalized by any organization for poor quality of work or breach of contract in the last five years? Yes/No</p> <p>ii. Has the Applicant ever failed to complete any work awarded to it by any public authority/entity in last five years? Yes/No</p> <p>iii. Has the Applicant been blacklisted by any Government department/Public Sector Undertaking in the last five years? Yes/No</p> <p>Note: If answer to any of the questions at (ii) to (iv) is yes, the Applicant is not eligible for this consultancy assignment.</p>

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Applicant)

APPENDIX - I

Form-3 Statement of Legal Capacity

(To be forwarded on the letter head of the Applicant)

Ref. Date:

To,

Dear Sir,

Sub: Selection of IT AMC Agency For Annual Maintenance Contract For Server, Desktops, Laptops, Printers, Scanners, Fax Machine, UPS & Other IT Items at Naya Raipur Development Authority Offices, Chhattisgarh.

I/We hereby confirm that we, the Applicant (insert Applicant's name), satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that(insert individual's name) will act as our Authorized Representative and has been duly authorized to submit our Proposal. Further, the authorized signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Applicant)

**Please strike out whichever is not applicable*

APPENDIX - I

Form-4 Power of Attorney
(In case of a Firm/ Partnership Firm/ JV)

Know all men by these presents, we, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr / Ms..... 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 "Authorized Representative") 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 Proposal for Selection of IT AMC Agency For Annual Maintenance Contract For Server, Desktops, Laptops, Printers, Scanners, Fax Machine, UPS & Other IT Items at Naya Raipur Development Authority Offices, Chhattisgarh., proposed by the Authority including but not limited to signing and submission of all applications, proposals and other documents and writings, and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative 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 Authorized Representative 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 OF2***

For
(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised

Accepted

.....
(Signature, name, designation and address of the Attorney)

Notes: 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. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 (one hundred) and duly notarized by a notary public.

Wherever required, the Applicants should submit for verification the extract of the charter documents and other 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 Applicant.

APPENDIX - I

Form-5 Financial Capacity of the Applicant
(Refer Clause 2.2.2 B)

S. No.	Financial Year	Annual Turnover (In Rupees)
1.		
2.		
3.		

Certificate from the Statutory Auditor/CAs
This is to certify that (Name of the Applicant) has the Annual Income as shown above against the respective years.
Name of the audit firm:
Seal of the audit firm
Date:

(Signature, name and designation of the authorized signatory))

\$ In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

Note: Please do not attach any printed Annual Financial Statement.

APPENDIX-I

**FORM - 8 -ABSTRACT OF TECHNICAL QUALIFICATION
(Refer Clause 2.2.2 A)**

Sr. No	Name of Client	Type of Client Government/ Private	Name /Address and Contact Details of Client including Authorised Person	Description of No. of Machine handled/ Maintained	Date of Commencem ent of Services	Completion Date	Value of Assignment (In Lacs)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1							
2							
3							
4							

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Applicant)

**APPENDIX-II
FINANCIAL PROPOSAL
Form-1
(On Applicant's letter head)**

To,

(Date)

Dear Sir,

Subject: Selection of IT AMC Agency For Annual Maintenance Contract For Server, Desktops, Laptops, Printers, Scanners, Fax Machine, UPS & Other IT Items at Naya Raipur Development Authority Offices, Chhattisgarh.

I/We, (Applicant's name) herewith enclose the Financial Proposal for selection of my/our firm as IT AMC Agency for above, after having gone through this RFP document and having fully understood the scope of work for the assignment as set out in this RFP document

Our Financial proposal in terms of Monthly Professional Fees for the Assignment is as follows:

Sr. No.	Particulars	Per Month Fees (Amount in Rs.)	Per Month Fees (In Words)
1	Financial Proposal for Selection of IT AMC Agency For Annual Maintenance Contract For Server, Desktops,Laptops, Printers, Scanners, Fax Machine, UPS & Other IT Items at Naya Raipur Development Authority Offices, Chhattisgarh.		

Note:

1. The Financial Proposal is inclusive of all out pocket expenses to be incurred towards travel, documentation and communication.
2. The Financial Proposal shall not include Service Tax, which shall be payable extra by NRDA at then applicable rate.
3. In case of difference in amount quoted in figures and words, the lower value would be considered for evaluation.
4. I/We agree that this offer shall remain valid for a period of 120 (one hundred twenty) days from the Proposal Due Date or such further period as may be mutually agreed upon.
5. A well qualified hardware engineer and his substitute shall be appointed at the office of NRDA between 10:00 AM to 5:30 PM on all working days.
6. The actual / final inventory of hardware will be provided only after awarding the contract to the bidder. In every Quarter of the year, the inventory of computers / hardware/ machines/ equipments may vary (no. of items, makes etc.), if necessary.
7. In case there is any variation in the inventory, the AMC cost shall be adjusted accordingly to the rate quoted by the Bidder.

Yours faithfully,

(Signature, name and designation of the authorized signatory)
(Name and seal of the Applicant)