



**Consulate General of India
Toronto**

NOTICE INVITING TENDER

for

Annual Maintenance Contract for computers and peripherals, servers and network equipment and internet cabling work in the Consulate

Tender No: TOR/ADMN/884/01/2024	
Critical Dates:	
Date of Publishing	06.03.2024; 09:00 hrs
Bid Document Download Start Date	06.03.2024; 09:00 hrs
Clarification Start Date	06.03.2024; 09:00 hrs
Clarification End Date	27.03.2024; 17:00 hrs
Bid Submission Start Date	06.03.2024; 09:00 hrs
Bid Submission End Date	28.03.2024; 17:00 hrs
Date of Technical Bid Opening	01.04.2024: 11:00 hrs
Date of Financial Bid Opening	To be decided upon results of technical bids (all the successful bidders of technical bidding stage will be informed of financial bid opening date and time by email and telephone)

**Consulate General of India, Toronto
Suite 700, 365 Bloor Street East, Toronto
M4W3L4**

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SECTION –I

INVITATION FOR BIDS

1. Notice Inviting Tender:- Bids are invited from reputed Firms/Companies engaged in providing maintenance services for the following:

- i. Annual Maintenance Contract for Computers/Laptops/Printers/Servers/ UTMs/ FMs/ UPS and other IT related peripherals installed in Consulate General of India, Toronto; Address – Suite 700, 365 Bloor Street East, Toronto, ON M4W3L4
- ii. Repair and Laying of Internet cable, in case required.
- iii. The two bid system (Technical and Financial) shall be followed for this tender.

2. General Scope of Work:-

- i. The Annual Maintenance Contract (AMC) shall cover the maintenance of the IT hardware and software infrastructure and internet cabling work of the Consulate premises. This will include maintenance and troubleshooting of Linux /Windows/Mac based computers, maintenance of switches, Unified Threat Management (UTMs) Devices, Servers, Firewall Managers (FMs) and also coordination with OEM/Firms for support of IT devices and also coordination with OEM/Firms for support of IT devices which are under warranty. An indicative list of IT equipments in the Consulate is attached at “Annexure-I”. The number of equipments may vary during the contract period since older/dysfunctional equipment continue to be disposed-off and new equipment purchased by the Consulate;
- ii. The contract includes maintenance of hardware and software and repair /laying of Internet cables. The software maintenance includes, but is not limited to, troubleshooting, re-configuration, re-formatting and re-installation of operating systems (Windows, Linux, Mac, etc.); servers; browsers; email clients; office software; virtual machines; antivirus; data retrieval and installation / configuration / removal of any other software approved by the Consulate. It also includes identification and removal of malware, that are not detected by anti-virus software from the computer system;
- iii. The contractor shall provide 1 fully trained technician once in a week on any working day from 0900 hrs to 1300 hrs (day of visit of the technician will be decided on requirement basis). Apart from this, 1 fully trained technician would need to be deployed in case of any emergent requirement within 2 hours of intimation by the Consulate. Technicians so deployed, shall have minimum qualification of 3-year diploma in Computer/IT/ICT/Electronics Engineering or BCA/B.Sc(IT)/M.Sc(CS)/MCA/B.Tech, with minimum 2 years of experience in maintenance/repair of IT equipment; software trouble-shooting; internet cabling etc. All tools required for the maintenance shall be made available by the contractor at the Consulate;
- iv. The engineers/technicians deployed shall be Canadian citizens/PR Card holders/valid work permit holders only.

- v.** The team of engineers/technicians deployed shall include at least one person with expertise & experience of laying/repairing of network cabling. The tools (crimping, optical splicing, LAN cable tester, and other testing tools such as Digital multi-meter, OTDR etc.) shall be made available by the contractor at the Consulate;
- vi.** The engineers/ technicians shall work under the instructions of the coordinator or any person authorized by the Consulate and shall submit complaint sheets to such person for each complaint attended by them. The complaint sheet shall clearly define the nature of complaint, location of office and time taken for rectification of a complaint. The engineers are also required to get the complaint sheets signed by the respective end users, who shall rate the quality and promptness of service.
- vii.** The engineers/technicians shall be equipped with Mobile phones to ensure their availability.
- viii.** An emergency complaint shall be attended to within two hours and in exceptional cases within one hour (in cases of network issues, server, firewall issues etc). The repairs shall be carried out on-site itself. The equipment shall have to be repaired in-house and in no case shall it be taken out of the building. Hard-Disks shall not be taken out of the Consulate's building under any circumstances;
- ix.** The contract shall include rectification of all Hardware and Software problems. The engineers shall have to ensure that all emergency calls are attended within 2 (two) Hour and the maximum time for repair of any system shall be up to two working days.
- x.** The maintenance and repair shall include replacement of parts whenever necessary. Requisite supply would be ensured by the Consulate within a reasonable period of time. The details of the defective equipment/item/part of those, which are replaced, will be specified in the maintenance record;
- xi.** Any other maintenance work to be undertaken related to the Computers/peripherals; such as downloading of required software as well as upgradation etc.
- xii.** The contractor, if required, shall tie-up with the Original Equipment Manufacturers (OEMs) to facilitate repair and maintenance of specialised equipment;
- xiii.** The contractor shall carry out preventive maintenance of each machine once in every three months, in order to forestall any major failure of the same. The preventive maintenance shall include physical cleaning of the equipment (both from outside and inside after opening of the system/unit); system cleaning; software updates and system hardening as directed by the coordinator. A Preventive Maintenance Report shall be submitted to the coordinator every quarter.
- xiv.** The necessary support for maintaining malware free computer environment in the Consulate and help in upgrading the Software/Virus Detection Mechanism shall be provided by the contractor;
- xv.** The contractor shall maintain wing-wise list of all the hardware as per Performa prescribed by the Consulate and update the same every quarter. Separate maintenance record for each hardware equipment shall be maintained;

- xvi. To provide and maintain the required drivers (CDs & Floppies) for maintaining the equipment;
- xvii. The contractor shall coordinate with O.E.M. for the repair/maintenance of under-warranty items (existing or purchased after signing of the contract);
- xviii. The Contractor shall ensure that the engineers/technicians possess valid ID cards during visit to the Consulate and when required on a non-working day. In case of engineers/technicians going on leave, alternate arrangements shall be made well in advance under prior intimation to the coordinator;

3. Two Bid System (Technical and Financial):

- 3.1 The two bid system (Technical and Financial) shall be followed for this tender.
- 3.2 The bids shall be valid for a minimum of 180 days from the last date of submission of bids. A bid for a shorter period shall stand rejected.
- 3.3 The technical bids shall be opened on 1st April 2024 at 1100 hrs unless date extended through subsequent addendum to this tender notice. After scrutiny of technical bids, the Consulate shall shortlist the eligible bidders and inform them of the date and time of opening of the Financial Bids;
- 3.4 The Consulate reserves the right to reduce or increase the number of items offered for maintenance contract during the currency of AMC;
- 3.5 All documents submitted shall be numbered and self-attested with the seal of the bidding company/agency;
- 3.6 The rate quoted shall be net (exclusive of applicable taxes) and no free services/offers quoted shall be considered;
- 3.7 Unrealistic rates quoted by the bidders shall not be considered. Vendor has to provide quality service and, therefore, bidders are required to quote realistic rates keeping in view the cost of deployment of service engineers/technician including statutory compliance on the part of bidding firm on account of (i) Payment of latest notified Minimum Wages by the Govt. of Canada/ON applicable for skilled/qualified person; (ii) ESI; (iii) EPF; (iv) Admin. Charges; (v) HST; (vi) Bonus; etc.
- 3.8 This tender is not transferable;
- 3.9 Consortium, Joint Venture, subletting, sub-contracting or hiring services of other entity for execution of the Services under this tender is not allowed;
- 3.10 Mere quoting lowest rate without substantially proving sustainability of the quoted rates, shall not amount to commitment on the part of the Consulate for award of contract;
- 3.11 In case the date of opening of tender is declared a holiday for unexpected reasons, the tender shall be opened same time on the next working day;
- 3.12 The Consulate reserves the right to reject one or all of the bids without assigning

any reason;

3.13 The bids (complete in all respects) must be submitted in two covers (Technical and Financial Bids) as explained below :

"Technical Bid" (following documents to be submitted Serial-wise)

SI.No/Document	Attached (Yes/No)
i. EMD of C\$ 500 through Bank Draft or bid securing declaration in lieu of EMD	
ii. The bidder should be in existence for over the past 5 years in the business of such annual maintenance contracts or any similar contract. Proof of registration to be submitted	
iii. Audited balance sheets for last three years;	
iv. The bidder also shall have expertise and experience in LAN troubleshooting. The bidder shall have executed satisfactorily minimum one Annual Maintenance Contract of more than 50 Computers connected in LAN under Novell/Window NT environment for at least two years consecutively.	
v. The bidder shall have HST registration number with relevant Government Department. The firm/company shall have ISO 9001:2015, ISO 20000-1:2011 and ISO 27001:2013 or latest certification. The bidder shall submit self-attested photocopies of these documents;	
vi. The bidder shall produce the self-attested photocopies of Income Tax Returns for the last three financial years;	
vii. The bidder shall furnish a list of companies, organization including international organization, Consulates/Embassies with whom they have a professional relationship such as carrying out repairs/AMC/internet cabling work either current or in the past;	
viii. Any information/data/credentials that the bidder or any of his employees may come to possess or acquire during the course of their work shall not be disclosed to any one in any form under any circumstances even after expiry of currency of contract. The bidder shall submit an undertaking in this regard;	

<p>ix. The bidder shall undertake on letter head of its agency that</p> <p>(i) Bidder agrees to terms & conditions of tender document;</p> <p>(ii) The rates quoted are realistic keeping in view the cost of deployment of service engineers including statutory compliance on the part of bidding firm on account of (a) Payment of latest notified Minimum Wages by the Govt. of Canada/Ontario applicable for skilled/qualified person; (b) ESI; (c) EPF; (d) Admin. Charges; (e) GST; (f) Bonus; etc.</p> <p>(iii) The company is neither blacklisted by any Government department nor any criminal case is registered against the bidder / organisation or its owner or partner anywhere in Canada or other parts of the world.</p> <p>(iv) Documents submitted by the company are genuine and if found fake /duplicate, the bid / contract will be cancelled and the company will be debarred from future contracts of the Consulate.</p>	
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3.14 "Financial Bid"

The rate may be quoted on comprehensive basis for Annual Maintenance Contract of the indicative list of equipments(specified in Annexure I) **and laying/repair of internet cabling in the Consulate in the prescribed Proforma at Annexure-II with proper seal and signature of bidder/authorized person.**

- i. Tenderer/Bidders are advised to follow the instructions provided in the **'Instruction to Tenderer'** specified at Annexure-V of this Tender document fore-submission of the bids
- ii. All documents as per tender requirement shall be **submitted with the Financial Bid proforma.**
- iii. Bid of the bidders not submitting any of the required documents will be summarily rejected;
- iv. Prospective bidders are advised to go through instructions provided under Tender documents carefully before submission of bids
- v. The original hard copy of **Earnest Money Deposit (EMD)** of C\$ 500 in the form of Bank Draft / Pay Order in favour of **"Consulate General of India, Toronto"** or **bid securing declaration in lieu of EMD** is also required to be submitted in a sealed envelope superscribed "Tender for AMC for computers and peripherals, servers and network equipment in the Consulate", **on or before the closing date and time of submission of bids** to Head of Chancery, Consulate General of India, Toronto; Address – Suite 700, 365 Bloor Street East, Toronto, ON M4W3L4.

4. Important Dates :

Date of Publishing	06.03.2024; 09:00 hrs
Bid Document Download Start Date	06.03.2024; 09:00 hrs
Clarification Start Date	06.03.2024; 09:00 hrs

Clarification End Date	27.03.2024; 17:00 hrs
Bid Submission Start Date (Online)	06.03.2024; 09:00 hrs
Bid Submission End Date(Online)	28.03.2024; 17:00 hrs
Date of Technical Bid Opening(Online)	01.04.2024: 11:00 hrs
Date of Financial Bid Opening (Online)	To be decided upon results of technical bids (all the successful bidders of technical bidding stage will be informed of financial bid opening date and time by email and telephone)

- i. All prospective bidders / authorized representative of the bidders who wish seek to any clarification, may send their queries, to the following email ids:- admin.toronto@mea.gov.in & protocol.toronto@mea.gov.in
- ii. **Extension of last date at the Discretion of the Consulate:** The Consulate, may in its discretion extend the last date for submission of the bids and such extension shall be binding on all the Bidders. Addendum/Corrigendum, if any in this regard, will be published on the Consulate's : www.cgitoronto.gov.in and Central Public Procurement Portal
- iii. **Opening of Technical Bid & Financial Bid :**
- Bids (complete in all respect) received along with demand draft of EMD or bid securing declaration will be opened as per stipulated time and date indicated in the tender document in presence of bidders representative, if available at Consulate General of India, Toronto; Address – Suite 700, 365 Bloor Street East, Toronto, ON M4W3L4.
 - Bid received without EMD or bid securing declaration will be rejected straight away.
 - A duly constituted committee will evaluate eligibility criteria of bidders.
 - Technical bid of only those bidders, whose bids are declared eligible by the committee, will be evaluated.
 - It shall be noted that required documents submitted along with the technical bid will be perused/examined and in case of any deficiency, the technical bid will be rejected and financial bid will not be opened;
 - The representatives of the bidders willing to attend tender opening process will have to submit a letter of authorisation to this effect;
 - In case the date of opening of tender is declared a holiday for unexpected reasons, the tender shall be opened same time on the next working day;
 - No bidders will be allowed to withdraw after submission o fbids/ opening of the tender; otherwise the EMD submitted by the firm will be forfeited;

----- End of Section I-----

SECTION -II

GENERAL CONDITIONS OF CONTRACT (GCC)

5. The other terms and conditions:

- i. The contract shall be valid for a period of one year from the date of its award. The rate quoted shall remain in force for the full period of the contract. No demand for revision of rate on any account shall be entertained during the contract period;
- ii. The awardee has to provide services in **Consulate General of India, Toronto; Address – Suite 700, 365 Bloor Street East, Toronto, ON M4W3L4**
- iii. The payment for services shall be made on monthly basis, at the end of each month, on the basis of satisfactory report from the coordinator. The quality of service shall be evaluated on the basis of excellent service feedback from the users. **A penalty @ 1% of quarterly payment shall be levied for every 5% drop in the excellent service below 95% upto 80% and penalty @ 2% of quarterly payment shall be levied for every 5% drop below 80%;**
- iv. In case the contractor backs out midway without the explicit consent of the Consulate, Consulate will debar the contractor from any further dealing & the Performance Bank Guarantee amount shall stand forfeited;
- v. The contractor shall not change the engineers/technicians without prior written clearance from the Consulate. Further that the contractor shall provide a substitute for a deployed engineer, if required by the coordinator, within ten days of such requisition.
- vi. The Bidder shall abide by and comply with the Labour Laws, Workmen Compensation Act, EPF Laws, ESIC Laws, Income Tax and Minimum Wages Law or any other law in force. It is the responsibility of the contractor to ensure that all relevant laws and regulations are scrupulously followed;
- vii. If any damage/loss of equipment is caused by the contractor or any of its representatives, an amount equivalent to the loss, so caused, shall be recovered from the monthly payment made to the contractor. The decision of the Head of Chancery shall be final and binding in this regard;
- viii. At the time of completion of contract, it shall be duty of contractor to hand over all related software/drivers/maintenance records/register/inventories etc. to the coordinator. The payment of the last month shall be released, only after successful handing over, as specified above;
- ix. The contractor shall not further sub-contract, the whole or any part of the contract, under any circumstances to a third party;
- x. The contractor shall be responsible for data recovery and data security in case of system failure and crashing of hard drive/disk/USB drive of any computer system and related peripheral under this maintenance contract. The contractor shall keep, in ready stock, appropriate software for the recovery of the data;
- xi. The engineers/technicians shall not change the setting of any computer and related peripherals and shall not install any unauthorised software without seeking the prior written permission of the coordinator;
- xii. If any dispute(s) arises with reference to any provision of the contract, the decision

of the Head of Chancery shall be final and binding;

- xiii. The Consulate reserves the right to terminate the contract in case, the contractor consistently fails to provide service upto satisfactory level or on security ground;
- xiv. The selected bidder shall be required to sign an AMC Agreement (Annexure-IV). The agreement shall be signed within a fortnight from the date of award of the contract by the Consulate;

6. Non-Disclosure Agreement and Security Clearance:

- i. The selected bidder shall submit a Non-Disclosure Agreement (NDA) to the effect that the bidder and the personnel deployed by the bidder shall not disclose any information/data which they may come to know/obtain acquire while providing services to the Consulate;
- ii. All engineers/technicians deployed by the bidder shall require prior security clearance of the Consulate which shall have the right to reject any employee proposed to be deployed by service provider without assigning any reasons. The service provider shall furnish full details of these personnel along with Police Clearance Certificate as may be required to facilitate background checks;

7. Validity of Contract:

The initial period of contract shall be for one year from the date of award of contract. The rate quoted shall remain in force for the full period of contract. No demand for revision of rate on any account shall be entertained during the contract period. The period of Annual Maintenance Contract can be mutually extended by a further period of maximum upto 2 years, one year at a time, at the same rate, terms and conditions after completion of AMC period based on the performance of the service provider and if mutually agreed by both the parties in writing;

8. Earnest Money Deposit (EMD)

- A) The tender documents shall be accompanied by Earnest Money Deposit of C\$ 500.00 in the form of a Bank Draft, valid for a minimum of six months, drawn on any Scheduled Bank, in favour of Consulate General of India, Toronto. Alternatively, a bid securing declaration as per attached proforma may also be submitted in lieu of EMD. Bids submitted without EMD or bid securing declaration shall stand rejected. EMD shall not be accepted in the form of cash/cheque/FDR or any other form except Bank Draft. No interest shall be payable on EMD;
- B) The EMD shall be returned to the bidder(s) whose offer is not accepted by the Consulate within 30 days from the date of signing the agreement with the successful bidder. In the case of the bidder whose offer is accepted, the EMD shall be returned on submission of Performance Bank Guarantee. However if the return of EMD is delayed for any reason, no interest/penalty shall be payable to the bidder;

9. Forfeiture of EMD:

The EMD will be forfeited:

- i. If the bidder withdraws the bid during the period of bid validity specified in the tender;
- ii. If the bidder fails to furnish the acceptance in writing, within 15 days of award of contract/order;
- iii. In case a successful bidder, fails to furnish the Performance Bank Guarantee;

10. Amendment of Bidding Document

- i. At any time prior to the deadline for submission of bids, the Consulate may, for any reason, whether on its own initiative or in response to the clarification request by a prospective bidder, modify the bid document;
- ii. Consulate at its discretion may extend the deadline for the submission of bids if the bid document undergoes changes during the bidding period, in order to give prospective bidders time to take into the consideration the amendments while preparing their bids;

11. Corrupt or Fraudulent Practices

- i. It is expected that the bidders who wish to bid for this tender have highest standards of ethics;
- ii. Consulate shall reject bid if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices while competing for this contract;
- iii. Consulate may declare a bidder ineligible, either indefinitely or for a stated duration, if it at any time determines that the bidder has engaged in corrupt and fraudulent practices during the execution of contract;

12. Performance Bank Guarantee:

- i. Successful bidder shall deposit a "Performance Bank Guarantee" within a period of two weeks from the date of award of contract and valid upto six months after expiry of the contract @ 5% of the total bid value in favour of the Consulate General of India, Toronto in the format attached at Annexure III;
- ii. If successful Tenderer fails to furnish the required "Bank Guarantee" within the specified period, its EMD shall be forfeited, and the bidder shall be barred from participating in future Tenders of the Consulate;

13. Penalty:

- i. The AMC shall include rectification of all Hardware and Software problems. The engineers shall have to ensure that all calls are attended within 2 (two) Hour and the maximum time for repair of any system shall be up to two working days. In case of failure to do so, a penalty shall be charged for downtime at the rate of C\$ 100/- (C\$ one hundred only) per day or part thereof beyond the earmarked time limit (48 hours from the time a complaint was lodged);

- ii. The contractor shall not change the engineers/technicians without prior clearance from the coordinator. Further that the contractor shall provide a substitute for a deployed engineer/technician, if required by the coordinator, within ten days of such requisition.
- iii. The penalties, if any shall be recovered from monthly payments/Performance Bank Guarantee;
- iv. The Consulate reserves the right to terminate the contract in case the contractor consistently fails to provide services upto satisfactory level or on security ground;

14. Force Majeure :

- i. Consulate may consider relaxing the penalty and delivery / service requirements, as specified in this Tender Document, if and to the extent the delay in performance or failure to perform its obligations under the contract is the result of a 'Force Majeure'.
- ii. Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as natural disasters, act of states, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes at successful bidders premises, etc.

15. Governing Laws, Arbitration and Settlement of Disputes :

- i. All disputes, differences and questions arising out of or in any way touching or concerning this agreement or subject matter thereof or the representatives rights, duties or liability or the parties shall be referred to the sole arbitration of the Consul General or any person nominated by him/her.
- ii. The seat of arbitration proceedings will be Toronto and language shall be English.
- iii. The Consulate reserves the right to terminate the contract at any time, if the performance of the agency so selected is not to the satisfaction of the Consulate after giving 15 days notice.
- iv. In case of material breach of any of terms and conditions mentioned in the Tender Document, the Competent Authority will have the right to terminate the contract, cancel the work order without assigning any reason and nothing will be payable by this Consulate in that event and the Performance Security deposit may also be forfeited

(Sanjeev Saklani)
Head of Chancery
Consulate Consulate General of India, Toronto

----- End of Section II -----

Table No. 1 Indicative list of IT Equipments in the Consulate General of India Toronto

Sl. No.	Item	Qty*
1.	Desktop	15
2.	All in One Desktop	31
3.	Printer	34
4.	UPS (1, 2 & 5 KVA)	1
5.	Scanner (with printers)	25
6.	Laptop	1
7.	Servers	2
8.	Router	2
9.	Hubs (5 Port/8 Port)	1
10.	Firewall Manager	1

TECHNICAL BID PROFORMA

Name of the firm:

Address of the Registered Office:

Correspondence Address:

Contact details:

i. Telephone:

ii. Fax:

iii. E-mail:

Sl.No/Document	Attached (Yes/No)
I. Brief introduction of the Company.	
ii. Experience, service history and achievements of the Company (industry certification, awards etc)	
iii. EMD of C\$ 500 through Bank Draft or bid securing declaration in lieu of EMD	
iv. The bidder should be in existence for over the past 5 years in the business of such annual maintenance contracts or any similar contract. Proof of registration to be submitted	
v. Audited balance sheets for last three years;	
vi. The bidder also shall have expertise and experience in LAN troubleshooting. The bidder shall have executed satisfactorily minimum one Annual Maintenance Contract of more than 50 Computers connected in LAN under Novell/Window NT environment for at least two years consecutively.	
vii. The bidder shall have HST registration number with relevant Government Department. The firm/company shall have ISO 9001:2015, ISO 20000-1:2011 and ISO 27001:2013 or latest certification. The bidder shall submit self-attested photocopies of these documents;	
viii. The bidder shall produce the self-attested photocopies of Income Tax Returns for the last three financial years;	
ix. The bidder shall furnish a list of companies, organization including international organization, Consulates/Embassies with whom they have a professional relationship such as carrying out repairs/AMC/internet cabling	

work either current or in the past;	
<p>x. Any information/data/credentials that the bidder or any of his employees may come to possess or acquire during the course of their work shall not be disclosed to any one in any form under any circumstances even after expiry of currency of contract. The bidder shall submit an undertaking in this regard;</p>	
<p>xi. The bidder shall undertake on letter head of its agency that</p> <p>(i) Bidder agrees to terms & conditions of tender document;</p> <p>(ii) The rates quoted are realistic keeping in view the cost of deployment of service engineers including statutory compliance on the part of bidding firm on account of (a) Payment of latest notified Minimum Wages by the Govt. of Canada/Ontario applicable for skilled/qualified person; (b) ESI; (c) EPF; (d) Admin. Charges; (e) GST; (f) Bonus; etc.</p> <p>(iii) The company is neither blacklisted by any Government department nor any criminal case is registered against the bidder / organisation or its owner or partner anywhere in Canada or other parts of the world.</p> <p>(iv) Documents submitted by the company are genuine and if found fake /duplicate, the bid / contract will be cancelled and the company will be debarred from future contracts of the Consulate.</p>	

[Signature(s) of the Tenderer(s) with Name, Designation, Date & Seal]

(this offer to be submitted on letterhead of the agency)

ANNEXURE III

Financial Offer

1.	Name of the Company	
2.	Address	
3.	Tel. No. Fax /E-mail No.	
4.	Contact Person	
5.	Rate for AMC (exclusive of taxes) as per the Manpower requirement and indicative list of IT Equipments mentioned at Annexure-I	

NOTE:

1. The quoted rates are exclusive of taxes etc.
2. Rates also include the transportation charges excluding GST etc.
3. Replacement of Consumables like Printer Head, Ribbons, Cartridges, batteries, floppies & CDs are not included.

I hereby certify that the information furnished above is full and correct to the best of our knowledge. We understand that in case any deviation is found in the above statement at any stage, the company shall be black-listed and shall be debarred for any dealing with the Consulate.

(Signature of authorised signatory)

**PERFORMA FOR PERFORMANCE BANK GAURANTEE
(On Non-judicial paper of appropriate value)**

In consideration of the Consulate General of India, Toronto (hereinafter called "The Consulate") having offered to accept the terms and conditions of the proposed agreement between the Consulate and (here in after called "the said contractor(s)" for the (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for C\$ (Canadian Dollaronly) as a security/ guarantee from the contractor(s) for compliance of his / her obligations in accordance with the terms and conditions of the said agreement.

1. We (hereinafter referred to as the "Bank") hereby undertake to pay to the Consulate an amount not exceeding C\$. (Candian Dollars.....only) on demand by the Consulate.

2. We do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Consulate stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding C\$ (Canadian Dollars.....only).

3. We, the said Bank, further undertake to pay to the Consulate any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this Guarantee being absolute and unequivocal. The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment there under, and the contractor(s) shall have no claim against us for making such payment.

4. We further agree that the Guarantee herein contained shall remain in full force and effect during the period that shall be taken for the performance of the said agreement, and it shall continue to be enforceable till all the dues of the Consulate under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till the Consulate certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s), and accordingly discharges this guarantee.

5. We further agree with the Consulate that it shall have the fullest liberty without our consent, and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Consulate against the said contractor(s), and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Consulate or any indulgence by the Consulate to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties shall, but for this provision, have effect of so relieving us.

6. This Guarantee shall not be discharged due to the change in the constitution of the Bank or the contractor(s).

7. Welastly undertake not to revoke this Guarantee except with the previous consent of the Consulate in writing.

8. This Guarantee shall be valid up tounless extended on demand by the Consulate. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to C\$ (Canadian Dollaronly), and unless a claim in writing is lodged with us within six months of the date of expiry or extended date of expiry of this Guarantee all our liabilities under this Guarantee shall stand discharged.

Dated theday of..... For

(Indicate the name of the Bank)

ANNUAL MAINTENANCE CONTRACT BETWEEN THE CONSULATE AND M/S TORONTO FOR THE MAINTENANCE OF COMPUTERS, LAPTOPS, PRINTERS, SCANNERS, UPS, SERVERS, NETWORK EQUIPMENT ETC. AND INTERNET CABLING WORK IN THE CONSULATE

SCOPE OF THE AGREEMENT

- 1.** The Annual Maintenance Contract (AMC), signed between the Consulate (represented by the Head of Chancery) (hereinafter referred to as “The Customer”) and M/S (hereinafter referred to as “The Contractor”) covers the maintenance of the IT hardware and software infrastructure and internet cabling work of the Consulate. An indicative list of IT equipment in the Consulate is attached at “Annexure-I”. The number of equipment may vary during the contract period since older/dysfunctional equipment continue to be disposed-off and new equipment purchased by the Consulate;
- 2.** The hardware are installed in various offices of Consulate at suite 700 365 Bloor Street East, Toronto. The contract includes maintenance of hardware and software and repair/laying of Internet cable. The software maintenance includes, but not is limited to, troubleshooting, re-configuration, re-formatting and re-installation of operating systems (Windows, Linux, Mac, etc.); browsers; email clients; office software; antivirus; data retrieval and installation / configuration / removal of any other software approved by the Consulate. It also includes identification and removal of malware that are not detected by anti-virus software from the computer system;
- 3.** The contractor shall provide one engineer/technician from 0930 hrs to 1300 hrs on any one working day of the week. Contractor shall also provide one technician within 02 hours of any emergency requirement. Frequency of these emergency calls will depend on the requirement. The engineer/technician will be responsible for maintenance & troubleshooting in IT devices which needs technical acumen of higher level. He shall have minimum qualification of 3-year diploma in Computer/IT/ICT/Electronics Engineering or BCA/B.Sc(IT)/M.Sc(CS)/MCA/B.Tech, with minimum 2 years of experience in maintenance/repair of IT equipment; software trouble-shooting; internet cabling etc. All tools required for the maintenance shall be made available by the contractor at the Consulate;
- 4.** The engineers/technicians deployed shall be Canadian citizens and PR Card holders only and shall be required to report on as per requirement in para 3 above. and if and when required on a non-working day, and shall sign the attendance register kept at the Consulate. All the engineers/technicians deployed by the contractor shall be under the control of Head of Chancery.
- 5.** The technicians shall also include at least one person with expertise & experience of laying/repairing of network cabling as and when required. The tools (crimping, pliers, hammer, LAN cable tester, etc.) shall be made available by the contractor at the Consulate;
- 6.** The engineers/ technicians shall work under the instructions of the Coordinator (ASO/Vice Consul (GA) or any other person authorized by the customer.
- 7.** The engineers/technicians shall be equipped with Mobile phones to ensure their availability.
- 8.** A complaint shall be attended to within two hours and in exceptional cases within one hour (network or servers issues). The repairs shall be carried out on-site itself. The equipment shall have to be repaired in the Consulate and in no case shall it be taken out of the building

without prior written authorisation of the coordinator. Hard-Disks shall not be taken out of the Consulate's building under any circumstance;

9. The contract shall include rectification of all Hardware and Software problems. The engineers shall have to ensure that all calls are attended within two hours
10. The contractor shall have arrangement with the Original Equipment Manufacturers (O.E.Ms) to facilitate repair and maintenance of specialised equipment, if required;
11. The contractor shall carry out preventive maintenance of each machine once in every three months, in order to forestall any major failure of the same. The preventive maintenance shall include physical cleaning of the equipment (both from outside and inside); system cleaning; software updates and system hardening as directed by the coordinator.
12. If any damage/loss of equipment is caused by the contractor or any of its representatives, an amount equivalent to the loss, so caused, shall be recovered from the monthly payment made to the contractor. The decision of the Head of Chancery shall be final and binding in this regard;
13. The contractor shall be responsible for data recovery and data security in case of system failure and crashing of hard drive/disk/USB drive of any computer system and related peripheral under this maintenance contract. For this the contractor shall keep, in ready stock, appropriate software for the recovery of the data;
14. The engineers/technicians shall not change the setting of any computer and related peripherals and shall not install any unauthorised software without seeking the prior written permission of the coordinator;
15. The contractor shall maintain Section-wise list of all the hardware as per Proforma prescribed by the Consulate and update the same every quarter. Separate maintenance records for each of the hardware equipment shall also be maintained
16. The contractor shall coordinate with Original Equipment Manufacturer (O.E.M.s) for the repair/maintenance of under-warranty items (existing or purchased after signing of the contract);
17. The Contractor shall ensure that the engineers/technicians possess valid ID cards. In case of engineers/technicians going on leave, alternate arrangements shall be made well in advance under prior intimation to the Coordinator;
18. The contractor shall not change the engineers/technicians without prior written clearance from the coordinator. Further that the contractor shall provide a substitute for a deployed engineer/technician, if required by the coordinator, within ten days of such requisition. Failure to do so may lead to termination of the contract and /or imposition of penalties by the customer not exceeding 10% of the total value of the contract;
19. The payment for services shall be made on monthly basis, at the end of each month, on the basis of satisfactory report from the coordinator.
20. The contract shall be valid for a period of one year from the date of its award. The rate quoted shall remain in force for the full period of the contract. No demand for revision of rate on any account shall be entertained during the contract period;

21. It is the responsibility of the contractor to ensure that all local laws and regulations are followed particularly with respect to payment of wages to its employees;
22. In case the contractor backs out midway without the explicit consent of the Consulate, he shall be liable for recovery at higher rates, vis-a-vis, those contracted with contractor, which may have to be incurred by this Consulate on maintenance of machines for the balance period of contract through alternative means. The above act of backing out shall automatically debar the contractor from any further dealing with this Consulate & the Performance Bank Guarantee amount shall stand forfeited.
23. At the time of completion of contract, it shall be duty of contractor to hand over all related software/drivers/maintenance records/register/inventories etc. to the coordinator. The payment of the last month shall be released, only after successful handing over, as specified above;
24. The contractor shall not further sub-contract, the whole or any part of the contract, under any circumstances to a third party;
25. The contractor shall furnish Performance Bank Guarantee in the name of Consulate General of India, Toronto for an amount of C\$/- (@ 5% of the total bid value) which shall be released to the contractor on completion of the contract. Bank Guarantee may be invoked for the breach of the contract by the Contractor.
26. If any dispute(s) arises with reference to any provision of the contract, the decision of the Head of Chancery in the Consulate shall be final and binding.
27. The Consulate reserves the right to terminate the contract in case the contractor consistently fails to provide services upto the satisfactory level or on security ground.

DURATION OF AGREEMENT:

This maintenance contract shall be valid for a period of **ONE YEAR** starting from forenoon of to afternoon of . The AMC may be extended after expiry for up to two years, one year at a time, on the same rates, terms and conditions, on mutual agreement of both the parties.

JURISDICTION OF COURT:

All dispute, legal matters, court matters, if any, shall be subject to Toronto jurisdiction only.

PAYMENT:

The total annual maintenance charges shall be C\$./- (..... only) inclusive of all taxes. The charges shall be payable on monthly basis in arrears after satisfactory certification by the coordinators or person authorized by the customer. The penalty, if any, shall be deducted from the monthly bill of the contractor.

For Customer:

Signature:

Name:

Designation: Head of Chancery

Seal of the Officer of Consulate:

For Contractor:

Signature:

Name:

Designation:

Seal of the Company:

Signed on---- Day of ----.

Witness:

1.

2.

Instruction to bidders

PREPARATION OF BIDS

- 1 Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2 Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule

SUBMISSION OF BIDS

1. Bids should be submitted in a sealed envelope clearly marked “ Bid for AMC for garden maintenance and snow removal services”. This envelope will contain two (02) sealed envelopes of the Technical and Financial bids clearly clearly marked and sealed. Finally the bid (larger envelope containing both technical and financial bid) should be sent to Head of Chancery, Consulate General of India, 365 Bloor Street East, Suite 700, Toronto, ON M4W 3L4., latest by 26th March 2024 up to 1700 hrs.
2. Bidder should prepare the EMD or bid securing declaration as per the instructions specified in the tender document. The original should be submitted in the envelope of technical bid.
3. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable.

ASSISTANCE TO BIDDERS

- 1 Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Head of Chancery on email ids – admin.toronto@mea.gov.in or protocol.toronto@mea.gov.in

ANNUAL MAINTENANCE CONTRACT BETWEEN THE CONSULATE GENERAL INDIA, TORONTO AND M/S _____, TORONTO FOR THE MAINTENANCE OF COMPUTERS, LAPTOPS,PRINTERS, SCANNERS,UPS ,SERVER, NETWORK EQUIPMENT ETC. AND INTERNET CABLING WORK IN THE Consulate OF EXTERNAL AFFIRS, NEW DELHI.

UNDERTAKING FOR NON-DISCLOSURE AND SECURITY CLEARANCE

1. The Annual Maintenance Contract (AMC), signed between the Consulate General of India (represented by the Head of Chancery) (hereinafter referred to as "The Customer") and **M/S _____** (hereinafter referred to as "The Contractor") cover the maintenance of the IT hardware and software infrastructure and internet cabling work of the Consulate;
2. I, the contractor, hereby undertake that any information/data which may come to the knowledge and/or possession of the company or any of the personnel of the company including those deployed with the Consulate, for execution of the Annual Maintenance Contract, shall not be disclosed under any circumstances;
3. I, the contractor, hereby undertake to furnish full details, as may be required, of all personnel deployed for the execution of annual maintenance contract to the Consulate, to facilitate background checks. I further undertake to immediately intimate the Consulate of any information that may come to the knowledge of the company, which may have a security implication.

For Contractor:

Signature:

Name:

Designation:

Seal of the Company:

Signed on---- Day of ----2024.

Witness:

1.

2.