

**CENTRE FOR RESEARCH AND TRAINING IN INFORMATICS
DEPARTMENT OF INFORMATION TECHNOLOGY
GOVERNMENT OF SIKKIM
SECRETARIAT ANNEXE-I, TOP FLOOR, NEAR POWER SECRETARIAT
KAZI ROAD, GANGTOK, EAST SIKKIM**

No: 45/CRTI/DIT/2018

Dated:24/04/2018

NOTICE INVITING TENDER

Sealed tenders are invited from reputed firms/companies registered in India for the Comprehensive annual maintenance contract of the rack/blade servers, Blade chasis, Keyboard Video and Mouse (KVM) devices, and desktops/work stations installed in the Sikkim State Data Centre. The details of the tender can be obtained from the Office of the undersigned between 10:30 am to 4pm on any working days or can be downloaded from the official portal of the Government of Sikkim, www.sikkim.gov.in

(C.N.BHUTIA)
EXECUTIVE/CRTI

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1. GENERAL:

Centre for Research and Training in Informatics (CRTI), an autonomous body under Department of Information Technology, Government of Sikkim is implementing a project called Sikkim State Data Centre for past 5 years. Under this scheme a state of art Data Centre was established in the year 2012 mainly to cater to the need of the safe and secure Government data hosting. As of date, number of Government application and data are hosted in the SSDC. It's a Tier II Data Centre having a proper back up and disaster recovery plan. The blade/rack servers, Blade chasis, Keyboard Video and Mouse (KVM) devices, and desktops/work stations installed in the SSDC are mostly of 2010 make. With the exit of the erstwhile data centre operator, CRTI desires to engage a competent vendor for the comprehensive annual maintenance contract of the servers listed at annexure-A for a period of one year which can be later extended on mutually agreed terms.

2. TENDER DOCUMENTS:

- a. CRTI, invites sealed bids under Two Bid System (Technical and Commercial Bid) from firms/companies registered in India for comprehensive annual maintenance contract of rack/blade servers, Blade chasis, Keyboard Video and Mouse (KVM) devices, and desktops/work stations installed in the Sikkim State Data Centre.
- b. Tender Document can be downloaded from the website www.sikkim.gov.in. The bidder has to furnish a Demand Draft of Rs.10,000/- as a tender fee while submitting the tender document.
- c. Tender fees and Earnest Money Deposit should be favoring: Executive Director, CRTI, Gangtok from any nationalized/ scheduled commercial Bank.

3. Details of Bid:-

- a. Bid Reference:- Tender No: 45/CRTI/DIT/18
- b. Last date and time of receipt of bid: 23/05/2018
- c. Date and time for opening of technical Bid:24/05/18
- d. Date and time for opening of Financial Bid: 24/05/2018
- e. Bids to be submitted at:
- f.

Office of Executive, CRTI

Department of Information Technology, Government of Sikkim, Top Floor, Secretariat Annexe-I, Near Power Secretariat, Kazi Road, Gangtok, East Sikkim-737101.

- g. Cost of Tender Documents : **Rs.10,000/-**

- h. EMD: **Rs.50,000/- (Rupees Fifty Thousand only) (DD/Bankers Cheque)**
- i. Bank Guarantee : **20 % of the AMC Contract (After awarding Contract)**
- j. Type of Bid: Two Bid System

4. BIDDING PROCEDURE:

- a. Bids are invited in two Bid system, (1) Technical and (2) Commercial. Which shall be sealed separated and enclosed in a single sealed envelope.
- b. Sealed Bid shall be received not later than 15:00 hrs on 23/05/2018, No Bid will be accepted after this date and time under any circumstances. This office will not be responsible for any postal/courier delay and also for reason beyond the control of this office.
- c. Technical Bid must contain the EMD for specified amount, along with complete technical details as desired by this tender. First, Technical Bid of all the tender will be opened on pre scheduled date, time and venue. Technical Bids without EMD will be summarily rejected.
- d. Commercial Bids of only successful Technical Bids will be opened on pre scheduled date, time & venue.
- e. All the bids must be accomplished by a bid security (EMD) of the amount of Rs.50,000/- in a form of a Bank draft only issued by any national Bank/scheduled commercial bank in favour of Executive Director, CRTI, Gangtok.
- f. All relevant rules and regulation of Government of India will be final and applicable and binding on all bidders.

5. Eligibility/Qualification Criteria:

- a. The bidder or consortium of bidders shall have minimum 3 years of experience preferably in maintenance of servers and support similar to the existing IT hardware in any organization in India. In case of consortium, the bidders should submit a consortium agreement specifying primary and secondary bidder
- b. They should have a single order of maintenance of at least 30 servers in Govt/PSU/Bank/Corporates etc.
- c. The bidders shall have to provide services required at Gangtok, East Sikkim. Bidders having support offices at Gangtok shall be given preference.

- d. The firm may enclose sufficient documents regarding execution of Government work order, specifically maintenance of servers including work completion certificate (if any).
- e. All bidders must enclose GST registration with the tender documents.
- f. The bidder must have a minimum annual turnover of more than Rs.50 lacs in any one year during last two years. Copy of the balance sheet of last two years may be enclosed for reference.
- g. Any organization, which is having disputed issues pending with this office like show cause notice, warning issued by etc. will not be eligible to participate in the bid.
- h. Bidders should have technically qualified manpower under their pay rolls.
- i. Bidders/Primary bidder should be an ISO 9000 certified firm/company.

6. Period of validity of Bid:

The bid shall remain valid for 90 days from the last date of submission of bids. If any bidder withdraws his tender before the said period shall without prejudice to any other right or remedy, be at liberty to forfeit the Bid Security absolutely.

7. Submission of Bids/Opening of Bid:

- a. The first envelope shall be superscribed with the name of work and the words "Technical Bid" in capital letter. The first envelope shall be opened on the date opening of tender. The bidder should specifically provides full technical details of the services offered and also shall provide full details of deviation the intend to make from the technical specification and contract terms detailed in the Bid No. price details shall be given in this envelope. Violation to this would result invalidation of tender. The Bid Security shall be enclosed with envelope marked Technical Bid.
- b. The second envelop shall be superscribed with the name of work and the word" Price Bid"(Finical Bid) in capital latter. It shall contain full details of the price and commercial conditions. Any deviation from our standard condition shall be specifically spelt out.
- c. The price Bid (Financial Bid) should be submitted in a separate sealed envelop supercribed "Financial Bid". The bid will be evaluated for selecting L1 Bidder (s) on total price based only.

d. As the items are interlinked to each other the comparison of the financial bid shall be on the basis of total annual price (exclusive of all taxes etc) quoted by the bidder. No comparison of individual items will be made. The individual item charge is only for reference purpose of this office.

e. Any deviation of any sort e.g. Technical or commercial terms and conditions shall be specifically indicated in the Technical Bid itself.

f. Silence or use of the word "Noted" against any of the Bid condition shall mean bidder agree to comply with that/ those conditions of Bid.

g. The firm who have submitted the bid and whose offers are found technically suitable shall be informed of the opening date of the second envelop i:e Price Bid (Financial Bid), if the opening of commercial bid could not conducted on the scheduled date and time.

h. All offers shall be made available in hand and soft copies as specified in the technical specification and should be signed by the authorized signatory of the firm on all pages of the hard copy and must have page numbers on each page properly.

i. All price and other information in this regards having a bearing on the price shall be written both in figure and word in the prescribed offer from.

j. Any additional information should be enclosed separately and referred to in the relevant column of the bid from .All relevant product literature must be enclosed with the bid.

k. Late bid will be rejected.

l. No modification in the bid shall be allowed after the deadline for submission.

m. Bidder shall furnish clause by clause commentary on all clauses of Bid Document including Technical Specifications and must specify the reference page number.

n. Any firm will not be allowed to participate in the bid, if the firm is having any pending issue. disputes in this office, like pending of work, technical, financial issues etc.

o. The bidder representative who will be present shall sign in the designed register evidencing their attendance. IN the event of the specific bid opening being declared a holiday for the purchases, the bid shall be opened at the same time and location on the next working day.

8. Clarification of Bids:

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

9. Evaluation of Bids:-

a. The purchase will examine the bids to determine whether:

i. They are complete.

ii. Required EMDs etc have furnished.

iii. The documents have been properly signed with proper numbering on all documents; and

b. Evaluation of bid shall be done based on the information furnished by the bidder. The conformity of the bids to the technical specification and commercial terms and conditions shall be examined. Responsiveness of the bid shall be determine based on the technical and financial capability of the bidder to execute the contract.

c. The purchaser will examine the bid to determine.

i. The correctness of the information furnished by the bidder in its bids. In case any information is founded to be incorrect/ False, the bid shall be considered as non-responsive.

ii. The substantial responsiveness of each bid to the bidding. For purpose of these clauses, a substantially responsive bid is one, which conform to all technical specification and terms and conditions of the bidding documents without material or commercial deviation. The purchases determination of a bids responsiveness is to be based on the contents of the bid itself without resources to extrinsic evidence.

iii. Arithmetic error will be rectified on the following basis: If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the supplier does not accept the correction of errors, its bid will be rejected.

If there is a discrepancy between words and figure, the amount whichever is lower will prevail.

d. Purchaser may contact and verify bidders information, reference and data submitted in the bid without further reference to bidder.

a. Purchaser reserve the right to use and interpret the bids as it may, in discretion, consider appropriate, when selecting bidder for getting of the letter of intent/Notification of Award of contract,

b. Purchaser may waive off any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such as waving, does not prejudice or affect the relative ranking of any bidder.

c. The purchaser may seek clarification in writing from bidder by fax/email. Bidder shall be promptly reply by fax/mail with the time limits specified in the clarification letter from the purchaser.

a. The comparison shall be of total price of the goods offered inclusive of all taxes.

10. TECHNICAL EVALUATION:

Technical evaluation of bids shall be done on the basis of checklist at Annexure 'A'. The bidders should ensure that they conform to all the criteria mentioned therein to be technically qualified. Technical bids of Bidders failing to meet any criterion indicated therein shall be rejected and declared technically unresponsive.

11. FINANCIAL BID EVALUATION:

Selection of successful bidder shall be on the basis of L1. Financial bids of only technically qualified bidders shall be opened. The bidder/consortium of bidders quoting the lowest amount shall be declared L1 bidder. Bidder should submit their financial bids as per annexure-'B'

12. Purchaser right to accept or reject any OR all bids:

a. CRTI reserve the right to modify or change any of the terms and condition applicable to be offer at any time without prior notice.

b. It at any point of time IT items is are deleted or added in the CRTI inventory for AMC purpose, the contact amount shall be re-calculated accordingly, as per the price quoted for individual item in **ANNEXURE -B**

c. The purchaser reserves the right to accept or reject any bid and to annual the bidding process and reject all bid and reserve himself the right to reject any or all the tender receive without the assignment of any reason. All the bids in which any of the prescribed conditions are not full fill or are incomplete in any respect are liable to be rejected.

e. The CRTI does not bind itself to accept the lower or any tender and reserve to itself the right of accepting the whole or any part of tender and bidder shall be bounded to perform the same at the rate routed.

f. Canvassing in connection with tender is illegal and strictly prohibited and the tenders submitted by the bidder, who resort to canvassing , will be rejected.

13. Price:

The selection of the lowest bidder will be on the basis of the total AMC charge exclusive of all taxes and duties etc. No comparison will be made on individual item/actively basis.

14. Termination by default:

CRTI may, without prejudice to any remedy for breach of contract by written of details sent to supplier, terminate the contact in whole or part.

i. If the vendor fails to provide services/rectify the fault within the time period specified in the contract or any extension thereof granted by the purchaser.

ii. If the vendor fails to perform any other obligation(s) under the contract.

b. In the event the purchase terminates the contact in whole or in part, pursuant to para 14.1, CRTI may procure, upon such terms and in such manner, as it deem appropriate, good similar to those undelivered for any excess costs for such similar goods. However, the vendor shall continue the performance of the contract to the extent not terminated.

15. Resolution of Disputes.

a. CRTI and the vendor shall make every to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract.

b. If, after thirty (30) days from the commencements of such informal negotiations, CRTI and the vendor have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for

resolution to the mutually agreed arbitrator. The decision of the arbitrator shall be final and binding to both the parties.

16. Applicable Law:

The contract shall be interpreted in accordance with the law of the union of India and will be under the jurisdiction of court in Gangtok, East Sikkim.

17. Notice:

a. Any notice given by one party to the other pursuant to the contract shall be sent in written or by fax/telex/cable and confirmed in writing to the address specified for that purpose in the special condition of contract. The present contract may be terminated after issuing one months notice.

b. A notice shall be effective when delivered or on the notice effective date, whichever is later.

Notices Contract: For all purposes of all notices, the following shall be the address of the purchaser:

To, C.N.Bhutia, Executive, CRTI, Department of Information Technology,
Government of Sikkim, Top Floor, Secretariat Annexe-I, Near Power
Secretariat, Kazi Road, Gangtok, East Sikkim. PIN-737101

Bidder:

(to be filled by the bidder)

18. Taxes and duties:

The vendor shall be entirely responsible for all duties licences fees etc., incurred until delivery of the contracted goods and services to the CRTI. No tax or duty will be payable by the CRTI.

19. Payment: The payment to the contractor under the contract will be on monthly basis. Deductions on penalty imposed (if any) as per the service level agreement and on mobilization advance taken shall be made from the monthly bills. The monthly invoices raised should be supported by a report on:

- a. CPU utilisation in percentage at peak hours i.e. between 10 a.m.to 4 p.m.
- b. Memory utilisation report for used memory & free memory at peak hours between 10 a.m.-4p.m.
- c. Network traffic report at peak hours.
- d. Free Disk space report at the end of Day on daily basis
- e. Temperature Monitoring at peak hours
- f. Status of Blade Chasis
- g. Status of KVM devices
- i. Status of Work stations
- j. Attendance sheet

A report on above should be sent to Project Manager, SDC on daily basis through email, hardcopy of above should be submitted on weekly and monthly basis. All the above should be duly certified by the Project Manager, SDC while submitting it with the monthly invoice.

20. Contract period: The engagement of the selected vendor shall be for the period of one year only w.e.f. the date of signing the agreement. However, CRTI may extend the contract subject to the approval of the Government of Sikkim and on following conditions:

- i. Good performance of the vendor during the contract duration of one year.
- ii. There is a mutual agreement of both the parties on the new rates of AMC for extended period of engagement.

B.SCOPE OF WORK AND TECHNICAL SPECIFICATION OF IT ITEMS

1. Scope of Work

- a) Comprehensive Annual Maintenance of 26 nos of blade/ rack servers, 2 nos of Blade chasis, 5 nos of Keyboard Video and Mouse (KVM) devices, and 6 nos of desktops installed at State Data Centre. Details at Annexure 'C'
- b) The comprehensive maintenance should include preventive and corrective maintenance including cost of spare parts.
- c) In case of non availability of spare parts, the bidder should make arrangements for providing spare hardware at its own cost so that the services are not hampered.
- d) Maintenance & service of system software and other software packages / material and customization of system as and when required.
- e) Integration of the complete system and testing of the complete system as and when required.
- f) The successful bidder should depute four resident hardware engineers onsite to resolve the hardware problems.
- g) The engineers deputed should be available 24x7 on call to solve the hardware related issues. To enable this, engineer's residence should be within 15 minutes drive from State Data Centre.
- h) The engineers deputed should have an expertise in Server maintenance. Engineers must have experience of three years after completing technical course in related field.
- i) No hit & trial method will be allowed while attending the server complaint.
- j) The engineers are also required to maintain a cordial relationship and coordinate with the other domain experts of State Date Centre.
- k) The successful bidder will not be allowed for frequently change engineer, if it is found that the engineers are changing regularly than an amount of Rs. 10,000/- per engineer will be deducted from the AMC amount.
- l) The selected bidder and their engineers deputed should sign a non disclosure agreement with the CRTI

2. SERVICE LEVEL AGREEMENT:

The purpose of this service level agreement (hereinafter referred to as SLA) is to clearly define the levels of services which shall be expected from the AMC vendor towards the state during their period of AMC support to state data center.

1. Definitions:

For the purpose of this SLA, the definition and terms and conditions as specified in the contract along with the following terms shall have the meaning set forth below:

- a) "Incident" refers to any event / abnormalities in the functioning of IT equipments like servers, desktop, KVM, covered under AMC in the state data centre which finally affects the productive environments of the data centre.
- b) "Support" shall mean the 24x7 support which shall handle attendance of the incident/problem, and provide resolution of the problem within committed time to enable the running of data centre in production mode. Such support may be through remote support, telephonic support or onsite as the situation demands.
- c) "Availability" shall mean the time for which the equipments are up and running in production mode without any hindrances. The availability will be calculated in percentage. $\text{availability \%age} = (\text{agreed uptime of equipment} - \text{down time}) / \text{Total span of time} * 100$
- d) Scheduled maintenance time- scheduled down time shall mean the time that the system is not in service due to scheduled work. Scheduled maintenance time is planned downtime with the prior permission of the designated SDC operator.
- e) Scheduled operation time means the scheduled operating hours of the system for the month. All scheduled maintenance time on the system would be deducted from the total operation time for the month to give the scheduled operation time. The total operation time for the systems down time means accumulated time during which the system is totally inoperable within the scheduled operation time but outside the scheduled maintenance time.
- f) Subsystems downtime shall mean the downtime observed in sub components of server systems only. Such sub systems or subassembly which is affecting the online hosted applications to standstill due to failure of hardware.
- g) Response time is defined as the time between receipt of the incident by the vendor and its attendance by phone/remote support /onsite support as per the demand of the situation. **The**

response time has to be within 30 minutes of reporting of the incidence.

h) Resolution time shall mean the time taken (after the incident has been reported to the vendor) till resolution. Resolution time has to be within 6 hours of reporting of critical incidence. 24 hours for medium incidence. 48 hours or more on mutually agreed time for low incidence.

2. Severity of incidence:

i) Critical- In case of more than one physical server are down threatening business continuity.

ii) Medium – in case the failure of subassembly which is not affecting the online services and the server system is running with standby subassembly.

iii) Low – showing some error messages/warnings but no server or its subassembly has failed. Such error or warnings may be due to use of old os /application patches which can be upgraded in non production environment for testing before applying it to the production environments by taking planned or scheduled down time.

3. Planned down time:

The planned down time shall mean any time when the server systems in the state data centre are unavailable because of urgent maintenance activity or any other scheduled maintenance or upgrade activities that may or may not be periodic. The planned down time must be notified to the concerned authority of SDC at least 48 hours in advance.

4. Service Levels:

The SLA document provides for minimum level of services required as per contractual obligations based on performance indicators and measurement thereof. The Vendor shall ensure provisioning of all required services while monitoring the performance of the same to effectively comply with the performance levels mentioned below: Te services provided by the vendor shall be reviewed by the concerned authority of the SDC which will :

- Regularly check performance of the vendor against this SLA.
- Discuss escalated problems, new issues and matters still outstanding for resolution.
- Review statistics related to rectification of outstanding faults and agreed changes

- Obtain suggestions for changes to improve the service levels.

5. Penalty : No penalty will be imposed for database /application down time due to software/packages problem when all the server systems hardware are working ok. However penalty will be applicable as per below table for hardware failure as per the severity level defined above.

Resolution time beyond 6 hours for critical incidence	Resolution time beyond 24 hours for medium incidence	Resolution time beyond 48 hours or agreed time for scheduled/planned down time
Rs.1000/- per hour	Rs.500/ per hour	Rs.200/per day.

On the Letter Head of the Bidder

CHECK LIST

FORMAT FOR SUBMITTING TECHNICAL BID:

ANNEXURE -‘A’

Sl No	Name of the document	Yes/No	Page Nos		Remarks
			From	To	
1.	EMD of Rs.10,000/-				
2.	EMD of Rs. 50,000/-				
3.	Company/Firm details Annexure ‘D’				
4.	Credential Documents related to undertaking of maintenance work of AMC of minimum 30 servers in single order in a similar/critical set up in any one year of the year in last 3 years				
5.	Consortium agreement if bidding as a consortium				
6.	Details of Bidder’s office at Gangtok or willingness to open support office at Gangtok. Annexure ‘E’				
7.	Declaration on clean track record. Annexure ‘F’				
8.	Copy of ISO 9000 certificate				
9.	Copy of GST Registration				
10	Document relating to Annual turnover exceeding Rs.50 lacs.				
11	Whether the bidders signed all pages in the tender document				
12	Details of Server Engineers. Annexure-‘ G’				

Signature:-

Name of the Authorised signatory:-

Designation:-

Office Seal:-

On the Letter Head of the Bidder

ANNEXURE-'B'

FORMAT FOR SUBMITTING THE FINANCIAL BID

Sl No	Items/Equipments	Quantity	Unit AMC Cost (1 yr)	Total AMC Cost
1	Comprehensive AMC for Blade and Rack Servers as per annexure 'C'.			
2	Comprehensive AMC for Blade Chasis as per annexure 'C'.			
3	Comprehensive AMC for KVM as per annexure 'C'.			
4	Comprehensive AMC for desktop/workstation as per annexure 'C'.			
	TOTAL COST (EXCLUSIVE OF ALL TAXES AND DUTIES)			

Signature:-

Name of the Authorised signatory:-

Designation:-

Office Seal:-

On the Letter Head of the Bidder

A

Details of the Bidder (Company)				
1.	Name of the Bidder			
2.	Address of the Bidder			
3.	Status of the Company (Firm/Public Ltd/ Pvt. Ltd)			
4.	Details of Commencement of Business	Date:		
		Ref. #		
5.	GST registration number			
6.	Permanent Account Number (PAN)			
7.	Name & Designation of the contact person to whom all references shall be made regarding this tender			
8.	Telephone No. (with STD Code)			
9.	E-Mail of the contact person:			
10.	Fax No. (with STD Code)			
11.	Website			
12.	Financial Details (as per audited Balance Sheets) (in LACS)			
13.	Year	2014-15	2015-16	2016-17
14.	Net Worth			
15.	Turn Over			

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'D'

Signature:-

Name of the Authorised signatory:-

Designation:-

Office Seal:-

On the Letter Head of the Bidder

(Pl. Strike out whichever inapplicable)

ANNEXURE-‘E’

A: DETAILS OF SUPPORT OFFICE AT GANGTOK.

1. Name of the Office:
2. Location:
3. Contact no.
4. In operation since:

Whether planning to shift to new location -(YES/NO)

If yes, please, give the details of new location.

Name of the authorized:

Signature

Designation

Office Seal

B:UNDERTAKING

I hereby guarantee that in event of award of contract work for annual maintenance contract of hardware installed at State Data Centre(SDC), we shall open a support office at Gangtok, East Sikkim to facilitate the operation.

Name of the authorized:

Signature

Designation

Office Seal

On the Letter Head of the Bidder

ANNEXURE-‘F’

Declaration Regarding Clean Track Record

To,

Sir,

I have carefully gone through the Terms & Conditions contained in the Tender Document Document [No. _____] regarding Comprehensive annual maintenance contract of blade/rack servers, blade chasis, KVM machines and desktop computers installed in the State Data Centre. I hereby declare that my company has not been debarred/black listed by any Government / Semi-Government organizations in India. I further certify that I am competent officer in my company to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

On the Letter Head of the Bidder

ANNEXURE 'G'

Details of Server Engineers

SL.NO	NAME	QUALIFICATION	MOBILE NO

Name of the authorized:

Signature

Designation

Office Seal

On the Letter Head of the Bidder

ANNEXURE-H

Proforma of Bank Guarantee towards Performance Security

PERFORMANCE GUARANTEE

Ref. No.....Bank Guarantee No..... Date.....

To,

Chairman, CRTI

Department of Information Technology

Secretariat Annexe 1, Top Floor,

Sonam Tshering Marg,

Gangtok 737101

Dear Sir,

In consideration of the offer made by the Executive, CRTI (hereinafter referred to as CRTI, which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) after receipt of the work order no. _____ dated _____ with M/s _____ having its registered/head office at _____(hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and CRTI having agreed that the CONTRACTOR shall furnish to CRTI a performance guarantee for Indian Rupees for the faithful performance of the entire CONTRACT.

2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any /all moneys to the extent of Indian Rupees.

(in figures) _____ (Indian Rupees (in words) _____) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by CRTI on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by CRTI in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operative against the bank.

3. The Bank also agrees that CRTI at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that CRTI may have in relation to the CONTRACTOR's liabilities.

4. The Bank further agrees that CRTI 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 CONTRACT 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 exercise of any of the powers vested in CRTI 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 or omission on the part of CRTI or any indulgence by CRTI to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of CRTI under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till CRTI discharges this guarantee in writing, whichever is earlier.

6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of CRTI or that of the CONTRACTOR.

7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of Sikkim.

9. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Indian Rupees. (in figures) _____ (Indian Rupees (in words) _____) and our guarantee shall remain in force until _____. (indicate the date of expiry of bank guarantee)

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of CRTI under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of CRTI under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this..... day of20__ at.....

WITNESS NO. 1

(Signature)
Full name and official
Address (in legible letters)

(Signature)
Full name, designation and
address (in legible letters)
with Bank stamp

Attorney as per power of
Attorney No.....
Dated.....

WITNESS NO. 2

(Signature)
Full name and official
Address (in legible letters)