

NOTICE INVITING e-TENDER

C-DAC Noida, a Scientific Society under the Department of Electronics and Information Technology, Ministry of Communications & Information Technology, Govt. of India, invites electronic bids in **two bid systems** for **Onsite Comprehensive AMC of Servers with OEM back to back support (with direct call logging facility from OEM)**. The requirement is listed in Table below.

S. No.	Make of Server	Model No. of Server	No. of Server	Period of AMC
1	DELL	Dell PowerEdge R730	06	One year support directly from OEM
2	DELL	Dell PowerEdge R720	02	One year support directly from OEM

The details of tender document are as below:

1. Issue of Tender Document : 17-November-2020
2. Receipt of Bids : By 3:00 PM on 02-December-2020
3. Price Bid Opening : on 03-December-2020 at 3.00 PM.

EMD:

“In line with GFR-Clause 170 (iii), in place of Bid Security/EMD the bidders can have the option to submit Bid Security Declaration letter duly signed & stamped by the authorized signatory of the bidding firm stating that “If we withdraw or modify our bid submitted to C-DAC against the subject tender during the period of bid validity, or if we are awarded the contract and we fail to sign the contract, or to submit a performance security deposit before the deadline defined in the tender document, we hereby agree that C-DAC has full rights to suspend/blacklist our firm/company for a period of 5 years from participating in any of the tender to be invited by C-DAC henceforth. Further C-DAC can circulate the suspended/blacklisted information of our firm to other government departments through concerned ministry as a matter of precaution” along with the technical bid, without which the bid will be considered invalid and rejected.

The tender document may be download from the website, www.cdac.in/www.eprocure.gov.in

GC-MMG
Phone:0120-3066344/347

Ref. 01(05)/2020-21MMG

Subject : Request for Proposal (RFP) for Onsite Comprehensive Annual Maintenance Contract of Servers.

PURPOSE & SCOPE OF WORK :

(A) **Scope of Work: Onsite Comprehensive Annual Maintenance Contract of Servers (details attached in Annexure A) involving following services:**

1. **The AMC details should be updated on OEM website and user should be able to log the call directly to OEM.**
2. Fault fixing, repairs, replacement of spares and attending to any number of breakdown calls.
3. Services to be provided at CDAC Noida Site 24X7 with 4 hours response and 48 hrs resolution for critical issues
4. For non critical issues resolution should be in 5 working days.

Eligibility Criteria:

The pre-qualification parameters for of the bidders are given as under:

- (i) The bidders should have an average annual turnover of Rs. 15, 00,000/- (**Rupees Fifteen Lacs**) during the last three years. Enclose the copy of audited balance sheet for Financial Year 2016-17, 2017-18 and 2018-19.
- (ii) The bidders should have a Branch Office / Service Centre in NCR preferably in Noida / Delhi from where after-sales support is to be provided.
- (iii) The bidders should upload copies of all necessary registrations like GST Card as supporting documents. In the absence of these documents, the bid will be rejected.
- (iv) **PAN Card.**
- (v) Tender Acceptance Letter on bidder's letter head (As per Annexure-A)
- (vi) OEM Authorization letter for back to back support. **Support should be available on OEM website within 2 weeks from the date of work Order.**

Before submission of the bid, the bidders may please verify the eligibility criteria and ensure fulfillment of all the terms and conditions. In the absence of scanned copies of documents / certificates under eligibility criteria above, the bid is liable to be rejected.

(C) **Bid Submission:**

Bids must be uploaded on e-tender site of NIC- eprocure.gov.in along with scanned copies of other related documents.

For any technical clarification, please contact the GC, MMG at headmmg-noida@cdac.in

The bid must be uploaded in two parts as Part-I (Technical Bid): AMC OF SERVERS and Part-II (Price Bid): AMC OF SERVERS.

(D) **Part –II (Price Bid)**

- i. **The price bid (BOQ) in excel sheet format shall be uploaded online only. PRICE BID SHOULD NOT BE SUBMITTED IN A SEALED ENVELOPE.**
- ii. The PRICE PART shall contain only schedule of rates duly filled in. NO stipulation, deviation, terms & conditions, presumptions etc. is permissible in price part of the bid. CDAC shall not take any cognizance of any such conditions and may at its discretion reject such price bid.
- iii. Prices should be given in INR in figures only.
- iv. Bidders are advised to fill the BOQ file as per following instructions:
 - a) The bidder has to download the BOQ file along with tender documents and subsequent corrigendum, if any.
 - b) Bidder to note that there are WHITE cells in BOQ file, which should not be modified by the bidder. Bidders are advised to fill the GREY cells meant for the rates. Which are to be entered by the bidders?
 - c) Bidders are advised strictly not to alter or change the BOQ format /contents. Bidders are also advised not to paste any image file with BOQ.
 - d) The bidder shall submit the tender online on e-tendering site eprocure.gov.in on or before the due date & time of bid submission. Tender submitted by any other form (fax/email/courier/post/hard copy) will not be accepted.
 - e) Price offered by the bidder shall not appear anywhere in any manner in the technical bid.

(E) **Opening of Technical & Price Bid**

The price bid will be opened on **03 December-2020**. No bidder is required to be present in CDAC office for any e-Tender opening process. Bidders can view the status & tender opening statement by logging on the e-procurement site of NIC.

The bids complete in all respects should be uploaded at the given site above by the due date.

Particulars	Page No	Reference
A. Uploaded the scan copy of the Pre-qualification documents. A-i) Audited Balance Sheet Copies for the F.Y.2016-17,2017-18 & 2018-19. A-ii) Office address (Noida/Delhi/NCR) Copy A-iii) Registration certificate like Incorporation, GST. A-iv) PAN Card A-v) OEM Authorization letter for back to back support, support should be available on OEM website within 2 weeks from the date of Work Order. A-vi) Tender acceptance letter on bidder's letter head (As per Annexure-C). A-Vii) Undertaking cum Declaration Letter (As per Annexure-D.)		

END OF SECTION I

SECTION II: INSTRUCTION TO BIDDER (ITB)

- (A) **Offer Validity:** Offers should be valid for minimum Ninety (90) Days from the date of opening the Technical Bid. A bid, valid for a shorter period, is liable to be rejected. C-DAC, Noida may ask the bidders to extend the period of validity, if required.
- (B) **Terms of Payment:** Quarterly, Pro-rata after completion of each quarter and on submission of bill and satisfactory call report.
- (C) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be correct.
- (D) If any equipment or part thereof is faulty or rendered defective, the bidder shall immediately arrange for the supply of the new equipment or new part thereof, as the case may be, at no extra cost.
- (E) The rates should be quoted in **Indian Rupees**, for the entire work to be done at site, IN FIGURES only. All the quoted prices shall be fixed and shall not be subject to escalation of any description during the bid validity period, if the Exchange Rate Variation Clause (See Section III) is not included in the bid.
- (F) Govt. Levies like GST shall be paid at actual rates applicable on the date of submission of Bid. Rates should be quoted accordingly giving the basic price, GST.
- (G) C-DAC, Noida reserves the right to accept / reject the offers or cancel the whole tender proceedings without assigning any reason whatsoever. Late / Delayed offers shall not be accepted under any circumstances. Incomplete offers will be rejected. In case the specified date for the submission of offers being a holiday or declared holiday for C-DAC, the bid-closing deadline shall stand extended to the next working day up to the same time.
- (H) CDAC shall not be responsible for delayed submission or non- submission of bid due to any reason whatsoever. The bidders are requested to submit the bid online much before date & time of submission, failing which CDAC shall not be responsible for any such technical problem.
- (I) *E-tender bidders are requested to note that all communication will be made through procurement portal only. CDAC reserve the right not to take cognizance of the communication made outside procurement portal.*
- (J) Any attempt of direct or indirect negotiations on the part of the bidder with the authority to whom the bid has been submitted or authority who is competent to finally accept / reject the same after the bid been submitted or any endeavor to secure any interest for an actual or prospective bidder or to influence by any means the acceptance of a particular tender will render the tender liable to be rejected.
- (K) **Unsatisfactory Performance:** The Parties herein agree that C-DAC, Noida shall have the sole and discretionary right to assess the performance(s) of the Bidder components(s), either primary and or final, and C-DAC, Noida, without any liability whatsoever, either direct or indirect, may reject the system(s) component(s) provided by the Bidder, in part or in its entirety, without any explanation to the Bidder, either during the pre and or post test period should the same be unsatisfactory and not to the acceptance

of C-DAC, Noida. The Bidder covenants to be bound by the decision of C-DAC, Noida without any demur in such an eventuality.

(N) **Disclaimer:** This Tender / Request for Proposal (RFP) is not an offer by C-DAC, Noida, but an invitation for bidder's response. No contractual obligation whatsoever shall arise from the RFP process.

(O) **Declaration:**
The bidder would be required to give a certificate as below in his commercial bid.

“I/WE UNDERSTAND THAT THE QUANTITY PROVIDED ABOVE IS SUBJECT TO CHANGE. I/WE AGREE THAT IN CASE OF ANY CHANGE IN THE QUANTITIES REQUIRED, I/ WE WOULD BE SUPPLYING THE SAME AT THE RATES AS SPECIFIED IN THIS PRICE BID. I /WE AGREE TO ADHERE TO THE PRICES GIVEN ABOVE EVEN IF THE QUANTITIES UNDERGO A CHANGE”.

SIGNATURE OF THE BIDDER WITH STAMP

END OF SECTION II

SECTION III: SPECIAL CONDITIONS OF CONTRACT (SCC)

1. SCOPE

Onsite Comprehensive Annual Maintenance Contract of Servers (details attached in Annexure A) involving following services:

- **The AMC details should be updated on OEM website and user should be able to log the call directly to OEM.**
- Fault fixing, repairs, replacement of spares and attending to any number of breakdown calls.
- Services to be provided at CDAC Noida Site 24X7 with 4 hours response and 48 hrs resolution for critical issues
- For non-critical issues resolution should be in 5 working days.

2. PAYMENT

Quarterly, Pro-rata basis after completion of each quarter on submission of bill and satisfactory call report.

3. PENALTY

A penalty of Rs. 1000/- for delay of every 24 hrs or part there of shall be levied for not rectification of the problem within 48 hrs for critical issues and 5 working days for non-critical issues of lodging the complaint.

4. FALL CLAUSE

The Service Charges shall in no event exceed the lowest charges at which the party service machines of identical description to any other party during the period of this contract. If at any time, during the said period, the Maintenance Agency reduces the service charges of such system to any other customer, it shall be forthwith notified to C-DAC and the charges payable under the contract for the servicing done after the date of coming into force of such reduction of servicing charges shall stand correspondingly reduced.

5. ORGANIZATIONAL AND INFRASTRUCTURAL CRITERIA

- 5.1 To provide proper service as mentioned above, the Maintenance Agency should have tie up/ arrangements with manufacturers / its representatives / dealers for resource access and back up support in case of need.
- 5.2 The agency must have repair Center, facilities with tools, equipment, and diagnostic for component level trouble shooting and repairs.
- 5.3 The maintenance agency operating on a country level basis should have regional centers for stocking the spares with optimum inventory level to reduce turnaround time.
- 5.4 The maintenance agency should have arrangement (with the manufacturer of the systems) for continuous supply of spare parts. The maintenance agency should as far as possible indicate to the user agency the time period for which the spare parts for the system would be available from the manufacturer.
- 5.5 Adequate number of service engineers shall be stationed at **Noida / Delhi** to attend to the maintenance service and breakdown calls in time. The details of technical manpower available at **Noida / Delhi** for hardware maintenance, including number of engineers and supporting personnel should also be indicated. The maintenance agency shall indicate the phone number (Landline and Mobile) and name of the service engineer to be contacted.

6. MAINTENANCE AGENCY'S LIABILITY

- 6.1 MA should affect the warranty/AMC within 2 weeks from the date of Purchase Order failing which a sum equivalent 0.5% per week of the contract value shall be recovered from the MA as liquidated damages.
- 6.2 In case 4 hrs response time (or) 48 hrs rectification time of critical issues (or) 5 working days rectification for non-critical issues is not adhered a penalty of Rs.1000/- Per delay of every 24 hrs or part there of shall be levied.

- 6.3 The maintenance shall be carried out at C-DAC premises. The agency shall obtain prior approval of C-DAC if the equipment or any subsystem is to be taken outside in which case C-DAC shall arrange proper Gate Pass for taking the equipment out of C-DAC premises.
- 6.4 For undertaking maintenance on the premises, C-DAC shall provide all facilities like water, electricity, etc., as may be reasonably required by the party's representative. Maintenance tools, however, must be brought by the party.

7. GENERAL

- 7.1 In the event of damages to C-DAC property or personal injury to personnel of both parties due to the negligence of employees of the Maintenance Agency, the responsibility shall solely rest with the party.
- 7.2 Parts replaced shall be new and always conform to the specification of Original Equipment Manufacturer and C-DAC's acceptance should always be sought before the part is replaced.
- 7.3 Whenever the part is to be replaced by the Agency the party shall obtain prior approval of acceptance or inspection by C-DAC before a part of the equipment is replaced. The party should accept the equipment for maintenance contract on "as is where is" basis. However, C-DAC shall duly consider operating and environmental recommendations from the Maintenance Agency but C-DAC's decision on such matters shall be final and binding on the Maintenance Agency. Changes in location of equipment during the currency of the maintenance contract shall, however, be with consent from the party.
- 7.4 Maintenance Agency shall make attempts to provide standby components when onsite maintenance of the equipment is not feasible.
- 7.5 The Maintenance Agency shall not assign or make over the Maintenance Agency or the benefits or burdens thereof to any other person or body corporate. The contractor shall not underlet or sublet to any person or persons or body corporate the execution of the contract or any part thereof without the consent in writing of the purchasing officer who shall have absolute power to refuse such consent or to rescind such consent (if given) at any time if he is not satisfied with the manner in which the contract is being executed and no allowance or compensation shall be made to the Maintenance Agency or the sub-contractor upon such rescission. Provided always that if such consent be given at any time, the Agency shall not be relieved from any obligation, duty or responsibility under this contract.
- 7.6 The spares used for replacement should be new. Old spares should not be reused.
- 7.7 Based on the performance of the appointed AMC provider, the AMC service can be Renewed for one more year at the same rate and terms & conditions after expiring of existing AMC period of 1 year.

8. FORCE MAJEURE

If the Maintenance Agency is unable to comply with the provision of the contract or creative delays due to reason of Force Majeure such as acts of god, acts of public enemy, acts of Government, fires, floods, earthquake, epidemics, restrictions, strikes and freight embargoes, the maintenance agency shall immediately inform C-DAC in writing of his inability. The C-DAC on receipt of such notice after certification if necessary, may agree to the same as may be reasonable but without prejudice to other terms and conditions of the contract.

9. ARBITRATION

If at any time, dispute or difference whatsoever arises between C-DAC and the Maintenance Agency in connection with this contract, the same shall be settled amicably. In case both the parties are unable to resolve the dispute amicably, the same shall be referred to the arbitrator appointed by C-DAC under Arbitration & Conciliation Act 1996.

10. JURISDICTION

The jurisdiction for the purpose of settlement of any dispute or differences whatsoever in respect of or relating to or arising out of or in any way touching this contract or the terms and conditions there or the contraction/interpretation thereof shall be that of the appropriate Court in Gautam Budh Nagar U.P.

END OF SECTION III

Annexure - A

<u>CDAC ID</u>	<u>Make/Model</u>	<u>Service Tag</u>
CDACN/SVR/1605/104	Dell PowerEdge R730	4CQ4YC2
CDACN/SVR/1605/105	Dell PowerEdge R730	4CP9YC2
CDACN/SVR/1605/106	Dell PowerEdge R730	4CR4YC2
CDACN/SVR/1605/107	Dell PowerEdge R730	4CR3YC2
CDACN/SVR/1605/108	Dell PowerEdge R730	4CP1YC2
CDACN/SVR/1605/109	Dell PowerEdge R730	4CQ9YC2
CDACN/SVR/1605/102	Dell PowerEdge R720	GP1WH32
CDACN/SVR/1605/103	Dell PowerEdge R720	4P1WH32

SLA Parameters and Other Terms & Conditions

Sl. No.	Mandatory SLA's and other terms and conditions during AMC Support	Compliance (Yes/No)	Bidder's Remark, If any
1	Vendor will provide un-conditional onsite comprehensive AMC directly from OEM (inclusive of labor and spares) for a period of 1 year.		
2	The maintenance coverage during AMC services will be round the clock 24 x 7 with 4 hours response and the problem should be rectified within 48 hrs for critical issues and 5 working days for non-critical issues.		
3	Escalation procedure and contact details: The complete escalation procedure and contact details would be communicated to CDAC, Noida by the vendor.		
4	The AMC bills will be raised by the bidder after every quarter of services rendered along-with satisfactory call report.		

Seal of the Bidder

Signature:
(Authorized signatory of the Bidder)

Ref .01(05)/2020-21-MMG

ANNEXURE – C

TENDER ACCEPTANCE LETTER
(To be given in Company Letter Head)

To
Centre for Development of Advanced Computing
Anusandhan Bhawan, C-56/1
Institutional Area, Sector-62,
Noida-201307 (U.P.)

Subject: Acceptance of Terms & Conditions

Tender Reference No **Ref. 01(05)/2020-21-MMG**

Name of the Tender: **Comprehensive AMC of Servers with OEM back to back support for one year**

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: www.cdac.in / www.eprocure.gov.in etc; as per your NIT / advertisement, given in the above-mentioned website(s).
2. I / We hereby certify that I / We have read the entire terms and conditions of the tender documents from **Page No.1 to 12** (including all documents like annexure(s), schedules (s), etc.), which form part of the contract agreement and I / We shall abide hereby by the terms / conditions/ clauses contained therein.
3. The corrigendum(s) issued from time to time by your department / organization too has also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I /We do hereby declare that our firm has not been blacklisted / debarred by any Govt. Department / Public sector undertaking.
6. I /We certify that all information furnished by the our firm is true & correct and in the event that the information is found to be incorrect / untrue or found violated, then your department/ organization shall without giving any notice or reason thereof or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the fully said earnest money deposit absolutely.

Yours faithfully,

Authorized Signatory.
(Signature of the Bidder, with official Seal)
Email Id for correspondence.

UNDERTAKING CUM DECLARATION LETTER
(To be given in Company Letter Head)

To
Centre for Development of Advanced Computing
Anusandhan Bhawan, C-56/1
Institutional Area, Sector-62,
Noida-201307 (U.P.)

SUBJECT: OM.NO.6/18/2019-PPD DATED 23.07.2020 OF PUBLIC PROCUREMENT DIVISION, DEPARTMENT OF EXPENDITURE, MINISTRY OF FINANCE-RESTRICTION ON PROCUREMENT- COUNTRIES WHICH SHARES A LAND BORDER WITH INDIA-REG

Tender Reference No: 01 (05)/2020-21-MMG
Comprehensive AMC of Servers with OEM back to back support for one year

Dear Sir,

We have gone through the subject OM and we have read the clause regarding restriction on procurement from a bidder of country which shares a land border with India; we hereby certify that this bidder is not from such country or , if from such country, has been registered with Competent Authority. We hereby certify that this bidder fulfills all requirements in this regard and I eligible to be considered. (Wherever applicable, evidence of valid registration by the Competent Authority shall be attached)

Yours faithfully,

Authorized Signatory.
(Signature of the Bidder, with official Seal)
Email Id for correspondence.