



TENDER

FOR

**AMC OF SERVERS, UPS (15 KVA) AND NETWORKING EQUIPMENTS**

**FOR THE O/o, DC (MSME), MINISTRY OF MSME,**

**GOVERNMENT OF INDIA**

**Tender No. 71(3)/AMC/HQ/ SENET/2008**

**May 30, 2008**

**SMALL ENTERPRISE NETWORK**

Office of the Development Commissioner  
(Micro, Small and Medium Enterprises)

Government of India

7<sup>th</sup> floor, 'A' wing, Nirman Bhawan,

Maulana Azad Road, New Delhi -110 108

Tel: 23062680

GOVERNMENT OF INDIA  
**OFFICE OF THE DEVELOPMENT COMMISSIONER  
(MICRO, SMALL & MEDIUM ENTERPRISES)**

NIRMAN BHAWAN, 7<sup>TH</sup> FLOOR, "A" WING, MAULANA AZAD ROAD  
NEW DELHI 110 108

**"NOTICE INVITING TENDER"**

The Office of the Development Commissioner (Micro, Small and Medium Enterprises), Government of India, invites sealed quotations, in two separately sealed bids, one technical and second commercial, for **AMC OF SERVERS, UPS (15 KVA) AND NETWORKING EQUIPMENTS**. The AMC shall be for a period of one year.

**TERMS AND CONDITIONS:**

**A. General.**

1. On behalf of President of India, Development Commissioner (MSME). Ministry of Micro, Small and Medium Enterprises, invites sealed bids under Two Bid System (Technical and Commercial Bid) from system integrators for managing and providing support for Computer Hardware, Software and peripherals of SUN, CISCO & Intel. Bidders should have successfully carried out the similar work of minimum value of Rs 15 lakh, in a single order for any Govt/PSU department during last one year are eligible.

2. Tender Document can be downloaded from the website ([www.dcmsme.gov.in](http://www.dcmsme.gov.in))

3. **Details of Bid: -**

- |  |  |
|--|--|
| a) Bid Reference                               | Tender No: 71(3)/AMC/HQ/ SENET/2008  |
| b) Last date and time of receipt of bid        | June 11, 2008, 14:00 Hrs.  |
| c) Date and time for Opening of technical Bid  | June 11, 2008, 15:30 hrs   |
| d) Date and time for Opening of commercial Bid | June 12, 2008, 15:30 hrs   |
| e) Place of receiving the bid                  | SENET Division, Room No. 737B<br>O/o Development Commissioner (MSME)<br>Govt of India, 7 <sup>th</sup> Floor,<br>A-wing, Nirman Bhawan<br>Maulana Azad Road<br>New Delhi-110108. |
| f) Address for communication:                  | O/o Development Commissioner (MSME)<br>Govt of India, 7 <sup>th</sup> Floor,<br>A-wing, Nirman Bhawan<br>Maulana Azad Road<br>New Delhi-110108.                                  |

#### 4. **Bidding Procedure**

- a) Bids are invited in two Bid systems, (1) **Technical** and (2) **Commercial**. Which shall be sealed separately and enclosed in a single sealed envelope.
- b) Sealed Bids shall be received not later than **15:30** hrs on **June 11, 2008.No Bids will be accepted after this date & time under any circumstances**. This office will not be responsible for any postal/courier delay and also for reasons beyond the control of this office.
- c) Technical Bids **must** contain the EMD for specified amount, along with complete technical details as desired by this tender. First Technical Bids of all the tender will be opened on pre scheduled date, time & venue. Technical Bids without EMD will be summarily rejected. Requirement of EMD is exempted from those bidders like State/Central PSUs; Government of India Societies (established under relevant Act) and those registered with NSIC, DGS&D, etc.
- d) Commercial Bid of only successful Technical Bids will be opened on pre scheduled date, time & venue.
- e) All the bids must be accompanied by a bid security of the amount of **Rs 40,000/-** (Rupees Fourty Thousand) in a form of a Bank draft/banker cheque, issued by any commercial Bank in favor of PAO (MSME), payable at New Delhi.
- f) All bids must be delivered to the office of SENET Division, Room No. 737B, office of the DC (MSME), Nirman Bhawan New Delhi-110108.
- g) All relevant rules and regulation of Government of India will be final and applicable & binding on all bidders.

#### 5. **Eligibility/Qualification Criteria:**

- a) The bidder shall preferably be a Government Department / organization / Society (registered under established relevant central Acts) or those who have been approved by any Government Department / organization.
- b) The bidder shall have experience preferably in system integration managing and providing support for servers, Software and peripherals similar to the existing IT hardware in SENET Division of this Office.
- c) The bidder shall have to provide services required at New Delhi / Delhi.
- d) The bidder should be a system integrator managing and providing support for network equipment including Hardware, Software and peripherals of existing IT hardware at least in one organization of similar nature having strength of 100 nodes.
- e) The bidders who are registered/approved by any Government department/organization will be given preference.
- f). The firm may enclose sufficient documents regarding execution of Government work order, specifically maintenance of Network/computer hardware etc.
- g) All bidders must enclose VAT registration and service tax registration certificate along with the tender documents.
- h) The firm should have an experience to execute the similar work of costing of Rs. 15.00 Lakh in year in Government/PSU or any org/dept.
- i) The bidders must have a minimum annual turnover of Rs 10.00 crore.
- j) The bid may be rejected on not meeting any one criteria mentioned above.

## 6. Period of validity of bid:

The bid shall remain valid for 60 days after the date of bid opening. 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 Bids:

- a) The first envelope shall be super scribed with the name of work and the words "**Technical Bid**" in capital letters. The first envelope shall be opened on the date of opening of tender. The bidder should specifically provide full technical details of the service offered and also shall provide full details of deviation they intend to make from the technical specifications 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 the envelope marked "**Technical Bid**".
- b) The second envelope shall be super scribed with the name of work and the words "**Price Bid (Commercial Bid)**" in capital letters. It shall contain full details of the price & commercial conditions. Any deviation from our standard conditions shall be specifically spelt out.
- c) Any deviation of any sort e.g. Technical or Commercial terms and conditions shall be specifically indicated in the Technical Bid itself.
- d) Silence or use of the word "Noted" against any of the Bid conditions shall mean bidder agrees to comply with that/those conditions of Bid,
- e) The firms who have submitted the bids and whose offers are found technically suitable shall be informed of the opening date of the second envelop i.e. "**Price Bid (Commercial Bid)**", if the opening of commercial bid could not conducted on the scheduled date and time.
- f) All offers shall be made available in **hard and soft** copies as specified in the technical specifications 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.**
- g) All prices and other information in this regard having a bearing on the **price** shall be written **both in figures and words** in the prescribed offer form.
- h) The bid should be submitted in the prescribed bid form given in Part VI of this document. All columns of the bid form should be filled. Any additional information should be enclosed separately and referred to in the relevant column of the bid form. All relevant product literature must be enclosed with the bid
- i) Late bids will be rejected.
- j) No modification in the bid shall be allowed after the deadline for submission.
- k) Bidders shall furnish clause-by-clause commentary on all clauses of Bid Document including Technical Specifications and must specify the reference page number.
- l) **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.**
- m) The bidders' representatives who will be present shall sign in the designated register evidencing their attendance, In the event of the specific bid opening being declared a

holiday for the purchaser, the bid shall be opened at the same time and location on the next working day.

**9. Clarification of Bids:**

To 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 shall be sought, offered or permitted,

**10. Evaluation of Bids:**

- a) The Purchaser will examine the bids to determine whether:
  - I. They are complete
  - II. Required EMDs etc have been furnished,
  - III. The documents have been properly signed; and
  
- b) Evaluation of bids shall be done based on the information furnished by the bidder. The conformity of the bids to the technical specifications and commercial terms and conditions shall be examined. Responsiveness of the bid shall be determined based on the technical and financial capability of the bidder to execute the contract.
  
- c) The Purchaser will examine the bids to determine
  - I. The correctness of the information furnished by the bidder in its bid. In case any information is found to be incorrect/false, the bid shall be considered as non-responsive.
  
  - II. The substantial responsiveness of each bid to the bidding. For purposes of these clauses, a substantially responsive bid is one, which conforms to all technical specifications and terms and conditions of the bidding documents without material or commercial deviations. The purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
  
  - III. Arithmetic errors 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 figures, the amount whichever is lower will prevail,
  
- d) Purchaser may contact and verify bidder's information, references and data submitted in the bid without further reference to bidders.
  
- e) Purchaser reserves the right to use and interpret the bids as it may, in its discretion, consider appropriate, when selecting bidders for granting of the letter of intent/ Notification of Award of contract,

- f) Purchaser may waive off any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or affect the relative ranking of any bidder.
- g) The purchaser may seek clarification in writing from bidder by fax. Bidder shall be promptly reply by fax within the time limit specified in the clarification letter from the purchaser,
- h) **The comparison shall be of total price of the goods offered inclusive of all taxes.**

**11. Purchaser's right to accept or reject any or all bids:**

- a) The Purchaser reserves the right to accept or reject any bids and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Purchaser's action.
- b) The acceptance offender, will rest with DC (MSME) who does not bind himself to accept the lowest bid and reserves himself the right to reject any or all the tenders receive without the assignment of any reason? All the bids in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.
- c) The DC (MSME) does not bind himself to accept the lowest or any tender and reserve to himself the right of accepting the whole or any part of tender and bidder shall be bound to perform the same at the rate quoted.
- d) Canvassing in connection with tenders is illegal & strictly prohibited and the tenders submitted by the bidders, who resort to canvassing, will be rejected.

**12. Prices:**

Price charged by the bidder for any goods and services under the Contract shall not vary from the prices quoted by the Supplier in its bid,

**13. Termination by default:**

- a) The Purchaser may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to Supplier, terminate the Contract in whole or part:
  - I. If the Supplier 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 Supplier fails to perform any other obligation(s) under the Contract.
- b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to Pan 12.1, the Purchaser may procure, upon such terms and in such manner, as it deem appropriate, goods similar to those undelivered for any excess costs for such similar goods. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

**14. Resolution of Disputes:**

The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

a) If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the Special Conditions of Contract. These mechanisms may include, but are not limited to, conciliation mediated by a third party, adjudication in an agreed national forum. The mechanism shall be specified in the Special Condition of Contract.

**15. Applicable Law**

The Contract shall be interpreted in accordance with the laws of the Union of India & will be under the jurisdiction of court in Delhi.

**16. Notices**

- a) Any notices given by one party to the other pursuant to the Contract shall be sent in writing or by fax / telex / cable and confirmed in writing to the address specified for that purpose in the Special Conditions of Contract.
- b) A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**17. Taxes and Duties**

Supplier shall be entirely responsible for all taxes, duties, license fees, etc, incurred until delivery of the Contracted Goods & services to the Purchaser. No tax or duty will be payable by the purchaser.

**18. General**

The following Special Conditions of Contract shall supplement the General Conditions of Contract, whenever there is conflict provisions herein shall prevail over those in the General Conditions of Contract.

**19. Payment**

The payment to the Contractor under the Contract will be on quarterly / half yearly basis as per Government of India rules.

**20. Notices**

For the purposes of all notices, the following shall be the address of the Purchaser and Supplier:

Purchaser:       Development Commissioner (MSME)  
                          Ministry of Micro, Small and Medium Enterprises Govt of India  
                          7<sup>th</sup> floor, A-wing, Nirman Bhawan, New Delhi-110 108

Supplier:           (To be filled at the time of Contract Signature)

## **B. TECHNICAL**

### **SERVERS, UPS (15 KVA) AND NETWORKING EQUIPMENTS**

#### **INTRODUCTION:**

##### **1. Scope of Work**

Maintenance and service of RISC server, Intel Server class machines, Peripherals. Network active-passive devices, LAN, Software packages, UPS (15 KVA) and all associated activities linked with the work. The following shall also be covered under the scope of this work:

- a) Maintenance & service of Servers in the computer center at Nirman Bhawan.
- b) Maintenance & service of Networking active-passive devices as per distribution of clients at Nirman Bhawan, at AGCR building, I.T.O. A -Barracks, Jan path, New Delhi -110 001.
- c) Supply, installation and commissioning of LAN as per distribution of clients at Nirman-Bhawan, New Delhi
- d) Maintenance & service of UPS (15 KVA).
- e) Maintenance & service of system software and other Software packages/ material and Customization of system as and when required
- f) Integration of the complete system
- g) Testing of the complete system as and when required.
- h) Network connectivity including existing setup at Nirman Bhawan, I.T.O. and MSME DI, Okhla, N.Delhi.
- i) One well trained/qualified resident server engineer shall be provided for attending the complaint No hit & trial method will be allowed while attending the server complaint. All servers will have to work in 24X7 hrs mode. If downtime is more than 2 days, then penalty of Rs. 4000/- per day will be imposed.
- j) The engineer will coordinate with facility management team for all technical issues and liable to work on all holiday and Saturday/sunday (if services are required). No additional amount will be paid by this office.
- k) Successful bidder liable to handover all the hardware under AMC to its successor in working condition, failing which leads to deduction of actual expenditure to repair these hardware.
- l) In addition to expertise in handling servers complained, the resident server engineer must have expertise in handling digital cameras, Laptops, Plasma, handling/preparing power point presentation. etc. operation and will be responsible to handle these items in different meetings.
- i) During the AMC period, if the scope of work is diversified then the AMC holder shall have to provide the requisite caliber engineer to this office and no additional amount will be paid. More over the number of engineer will remain same.

- j) Resident engineer will be responsible to handle any other work related to SENET division time to time and have to register their attendance in this office.

**2. Downtime will not be considered under the following conditions:**

- a) Failure by MSME to take any specified action previously agreed with Successful Bidder.
- b) Where MSME has modified the software or hardware without prior consent of Successful Bidder.
- c) Time taken for prescheduled Preventive Maintenance and health check at a time convenient to Successful Bidder during the agreed Service Hours.
- d) Repair time due to machine failure caused by operational error.
- e) Repair time due to machine failure caused by confirmed environmental conditions.
- f) Repair time due to machine failure caused by usage of non-standard consumables.
- g) Standby machine is provided.

**3. The following Services are not included in the Maintenance Service:**

- a) Repair of Machine damage, replacement of maintenance parts by Successful Bidder due to inadequate space, electrical power, and air conditioning and humidity control.
- b) Neglect or misuse, including use of the machines for purposes other than, for which they are designed.
- c) Accident or disaster, including water, wind and lightning, transportation, vandalism or burglary of machines designed to contain funds.
- d) Alterations, including any deviation from original Machine design unless authorized by Successful Bidder.
- e) Conversion from one model to another or the installation or removal of a feature whenever a party other than Successful Bidder performs any of these activities.
- f) Damage caused by rodents or natural disaster.

**4. General description of network:**

Within the office of DC (MSME), at Nirman Bhawan, a LAN with multi-media backbone using a mix of Fiber and Fast Ethernet connecting the listed servers is to be maintained. The Client connectivity is required on Fast Ethernet over UTP. The Computer center is on 7th floor of the building and client distances are within the range of distribution switches suitably placed on the floors. Bidder is expected to make visits to these locations at Nirman Bhawan and also to offices at I.T.O. and Jan path to access the environment and placement of nodes, Visit shall be done under confirmation to office of the DC, Micro, Small and Medium Enterprises, . Nirman Bhawan, New Delhi-110 108.

**5. Service warranty**

- a) The bidder should cover services provided including the quality of workmanship under warranty.
- b) All the items of SERVERS, UPS (15 KVA) [excluding its batteries] and networking equipments including switches etc shall be maintained under **Comprehensive basis**.
- c) The successful bidder will not be allowed for frequently changing the server engineer.

**6. LIST OF SERVERS, UPS & NETWORKING EQUIPMENTS:**

<b>S.No.</b>	<b>Name of Item</b>	<b>Qty</b>	<b>Configuration</b>	<b>Remark</b>
1	Server-Sun fire V250	2		
2	Server-Sun Cluster	3		
3	Server-Wipro Net Power	4	P-III 933MHz	
4	Server-IBM	3	P-IV 3MHz	
5	Server-Compaq Proliant ML330	3	P-III 1266MHz	
6	Storage device-Sun	2		
7	Storage Device-Acuta	3		
8	Router-Cisco-2600	1		
9	Router-Cisco-1700	1		
10	Switch-Cisco Catalyst 3500	3		
11	Switch -Cisco Catalyst-2900	4		
12	Switch r-Cisco Catalyst-2950	6		
13	Cisco Secure PIX 525	1		
14	Cisco-IDS 4215	1		
15	Modem- D Link DLM-2000 2 MBPS	1		
16	Modem- Tell abs 8110-	1		
17.	Matrix DXX STU-2304	1		
18	Nortel Network	1		
19	UPS (15 KVA)-Vinitek	2		
20.	Switch D-Link DES1024	2		
21	Sun Blade 100(Terminal)	1		

**7. SOFTWARES**

<b>S No</b>	<b>Item Description</b>	<b>Qty</b>
1.	<b>Miscellaneous Products</b>	
2.	Rational Clear Case for Windows Server 2000 and Windows 2000 Professional Clients	1
3.	Rational Clear Quest for Windows Server 2000 and Windows 2000 Professional Clients	1
4.	Oracle Internet Developer Suite - 3 Users	1
5.	Oracle 8i Ent Ed for proposed UNIX with OPS for RDBMS Cluster	2
6.	<b>I Planet Products</b>	
7.	I Planet Web Server Ent Ed 4.1	2
8.	I Planet Application Server 6.0 (per CPU)	2
9.	I Planet Directory Server 4.11	1
10.	I Planet Calendar Server 2.1	1
11.	I Planet Application Builder 6.0	1

**Note: Fax/Telex and incomplete offers will be rejected. The M/s DC (MSME) Ministry of Micro, Small and Medium Enterprises, Gov of India the right to accept or reject any or all bids received at their absolute discretion without a assigning any reasons what so ever.**

## **CHECK LIST**

(Tender for AMC of Servers, UPS (15 KVA) and Networking Equipments)

S#	Name of Document	Yes/No	Reason (if any)	Page No	
				From	To
1	EMD of Rs..40,000/-				
2	Document relating to carrying out of similar work of minimum value of Rs. 15 lakh in a year.				
3	Document relating to Execution of similar work in Govt. Organisation/PSUs in last one year				
4	Document relating to experience in system integration, maintenance of servers, networking equipments, UPS in similar set up				
5	Copy of VAT registration certificate				
6	Copy of Service Tax registration certificate				
7	Copy of Annual Turn Over (should be more than Rs.10 Crore)				
8	Copy of Authorised Service Provider of different companies like HP, Compaq, IBM, SUN, CISCO etc.				
9	Any issues pending with the O/O DC (MSME)				
10	Additional information (if any)				