

ERNET India

(An Autonomous Scientific Society under Ministry of Electronics & Information Technology, GoI)
5th Floor, Block 1, A-Wing, DMRC IT Park,
Shastri Park, Delhi - 110053.

Tender no: EI-D-Tech/51-26/17

Dated: 16.12.2017

Due Date (Bid Submission) :08.01.2018 Time 3.00 P.M.

Due Date (Opening of Bids) : 08.01.2018 Time 3.30 P.M.

Subject: Comprehensive Annual Maintenance Contract (AMC) for Printers, Laptops, Desktops, Servers, KVM Switch, Juniper Switches & Firewall of ERNET India, New Delhi

Sir/Madam,

ERNET India, an Autonomous Scientific Society under Ministry of Electronics & Information Technology, Govt. of India, is a Class 'A' Internet Service Provider for the Education and Research community in India.

2. Open tender under two bid system i.e “ **Technical Bid**” & “ **Financial Bid**” are invited from the reputed and experienced Service provider/firm/Supplier/Contractor for “Comprehensive Annual Maintenance Contract (AMC) of the following items for **minimum three years extended annually based on the performance of the bidder.**

- (i) Printers, Laptops, Desktops, Servers & KVM Switch, Juniper & Cisco Switches and other computer peripherals

Comprehensive AMC shall cover comprehensive maintenance including **repair and replacement of the faulty parts of IT equipment** listed at Annexure I configuration/ Up-gradation / Change / replacement /loading /unloading of Operating System, MS Office and other softwares, backup and restoration of backup as and when required for 3 years.

In addition to the AMC services, the bidders are also required to provide the **Service Engineer as and when required** to attend day to day maintenance issues of IT equipment including Desktops, Printers, Laptops, Servers, Switches, antivirus & other peripherals. Service Engineer should be available in shortest time after lodging the complaint by ERNET. His contact details must be provided to ERNET. This service Engineer should be available on all working days from 9.00AM to 5.30 PM or even in holidays and also after 17:30 hrs on working days, if required.

Part – I : GENERAL TERMS & CONDITIONS

1. Bidder should be reputed firm and should have experience of at least 05 years in providing Comprehensive AMC of IT and networking equipments i.e. Desktop PCs, Laptops, Servers, Switches etc. Documentary proof in the form of PO (5nos.) and satisfactory services certificate from client (5 nos.) should be attached in tender document.
2. Bidder should have **cumulative turnover of at least Two Crores in the last 03 financial years.** Documentary proof must be provided by the bidder. (CA Certificate)
3. The Engineer for providing maintenance services to ERNET India as and when required should be qualified & having knowledge of both hardware and software.
4. **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD.
5. Bids should be valid for a minimum period of 180 days after the due date.
6. Sale of Tender

Tender document can be purchased from ERNET India, New Delhi during **18.12.2017 to 05.01.2018** between **10 am to 3 pm** every day except for Saturday, Sunday and public Holidays, on payment of **Rs.2000.00 (Rupees Two Thousand only)** in the form of Demand Draft or Banker's Cheque drawn on/issued by any Nationalized/Scheduled Indian Bank in favour of ERNET India, payable at New Delhi.

The Tender document can also be downloaded from ERNET's Website www.ernet.in. In such case, an amount of **Rs.2,000/-** in the form of Demand Draft/Banker's cheque drawn in favour of **"ERNET India, payable at New Delhi"** would be required to be furnished along with the **part-I** of the bid.

7. Bids must be accompanied by Earnest Money Deposit (EMD) of **Rs.1,00,000/- (Rupees One lakh only)** in the form of Demand Draft/Pay Order/Bank Guarantee of any Nationalized Bank/Scheduled Bank taken in the name of **ERNET India, New Delhi**. Bank Guarantee should be **valid for a minimum period of 180 days** from the original due date of the quotation. **Quotations received without Earnest Money Deposit are liable to be rejected.** Rupees One Lakhs(EMD) must be submitted along with Technical bids.
8. EMD is not required to be submitted by Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department, if the bidder submits valid registration certificate. In lack of the required registration Certificate, firm must submit EMD failing which their bids must be treated as cancelled. **However, there will be no exemption of Performance Security (PBG) to MSEs if contract is awarded to such firm.**
9. Tenders/Bids completed in all aspects placed in sealed envelopes should bear the following inscription:

"Tender for Comprehensive Annual Maintenance contract of Printers, Laptops, Desktops, Servers, Switches and other computer peripherals"

"Tender Enquiry no.: EI-D-Tech/51-26/17"

Due Date & Time of Submission of Bid : 08.01.2018 (03:00 PM)

Due Date & Time of Opening of Bids : 08.01.2018 (03:30 PM)
10. The Technical bids will be opened on 08.01.2018 at 15:30 Hrs by Tender Opening Committee (TOC) of ERNET India. At the first instance the technical bids will be evaluated by Technical Evaluation Committee (TEC) constituted for the purpose by ERNET India.

At the second stage the financial bids of only those bidders who qualify in the technical bids will be opened by a TOC constituted for the purpose by ERNET India for which date & time will be intimated later on to technically qualified vendor. The Commercial Evaluation Committee (CEC), after evaluation of Commercial bids will give its specific recommendation(s) regarding the lowest responsive bid, which is to be selected "as L1" along with the comparative statement duly signed by the Members of CEC. These are the conditions for tender Evaluation Committees (TEC & CEC).
11. This tender is being issued with no financial commitment & the Competent Authority of ERNET India reserves the right to cancel the tender at any time or change/modify/withdraw any part of this tender document at any stage, without assigning any reason, thereof.
12. Competent authority reserves the right to accept or reject any or all the tender bids without assigning any reason.
13. **Clarification regarding tender document:** The prospective bidders requiring any clarification about the contents detailed in the tender document may notify ERNET India about the clarifications sought, **through email by 29.12.2017 at tejalt@eis.ernet.in . Clarification of the query will be given by 03.01.2018**
14. **Price Comparison will be done for items at Annexure I and L1 bidder will be decided strictly as per price Performa at Annexure-II.**
15. **Earnest Money Deposit(EMD):**
 - (a) Bids must be accompanied with EMD of **Rs.1,00,000/- (Rupees One lakh only)** in the form of Demand Draft/Pay Order/Bank Guarantee of any Nationalized Bank/Scheduled Bank taken in the name of **ERNET India, New Delhi**. Bank Guarantee should be valid for a minimum period of 180 days from the original due date of the quotation.
 - (b) Any tender not accompanying EMD or MSME certificate for exemption of EMD and SLA will be considered non responsive and rejected.

- (c) Earnest Money is liable to be forfeited and bid is liable to be rejected, if the bidder withdraw or amends, impairs or derogates from the bid in any respect within the period of validity of the bid.
- (d) The earnest money of all the unsuccessful bidders will be returned after selection of successful L1 bidder. No interest will be payable by the ERNET India on the Earnest Money Deposit.
- (e) The Earnest Money of successful L1 bidder shall be returned, without any interest whatsoever, after the receipt of Performance Security.
16. **Performance Security:** The successful bidder shall submit a Performance Security of **10% of the value/cost of the purchase order valid for the duration of 39 months** within 15 days of the placement of purchase order. The Performance Security may be in the form of Demand Draft/Pay Order/Bank Guarantee of any nationalized bank/Scheduled Bank.
- i. In case Performance security is in the form of BG then it should be submitted through Structured Financial Messaging System(SFMS) from issuing Bank to our Bank by sending **IFN 760 COV Bank Guarantee Advice Message**. Thereafter only physical Bank Guarantee will be taken as submitted. Details of ERNET's Banl account will be provided in PO/Work order.
 - ii. Performance Security shall be released immediately after completion of AMC period. No interest will be payable by ERNET India on the Performance Security.
 - iii. In case firm fails to deliver the services satisfactorily within the AMC period, the Performance Security submitted by the firm is liable to be forfeited.
17. Bids should be submitted in two separate parts i.e. **Part-I (Technical Bid)** and **Part II (Financial Bid)**.
- Part A - Technical Bid in one cover, indicating "TECHNICAL BID" should contain:**
- (i) Tender fee it downloaded from ERNET website.
 - (ii) Unpriced bill of material quoted by the vendor
 - (iii) EARNEST MONEY DEPOSIT (EMD).
 - (iv) Service Level Agreement (SLA) as per Annexure III, duly signed and stamped.
 - (v) Tenderer's company profile, documentary proof of work done in last 05 years PO/Work order etc.
 - (vi) Contact Details viz. name, email, phone, fax, address for escalation of complaints (escalation matrix)
 - (vi) Documentary proof in the form of CA certification of the turnover as mentioned at point 2 above must be provided by the bidder.
 - (vii) Authorization letter for attending the bid opening
 - (viii) Copy of the Company Registration/Incorporation, PAN, GST Registration certificate
 - (ix) An undertaking must be submitted along with the technical bid as a token of acceptance of all the terms & Conditions of Bid Documents
- Part B - Financial Bid in second cover, indicating "FINANCIAL BID "should contain:**
- i) Price of the items given at Annexure I. Rates/cost to be quoted as per **Annexure-II** only.
- Note: All the documents submitted (weather Original or Photocopy) in the bid must be legible & self attested with company seal . Otherwise the bid is likely to be rejected.**
18. Both the covers i.e **Part-I (Technical Bid)** and **Part-II (Financial Bid)** should first be sealed separately, and then both the covers should be kept in a single sealed bigger cover superscripted with **"Bids for Comprehensive Annual Maintenance Contract (AMC) for Printers, Laptops, Desktops, Servers, KVM Switch etc.** This cover should be submitted to the **"Registrar & Director (P&A), ERNET India, 5th Floor, Block I, A Wing, DMRC IT Park, Shastri Park, Delhi-110 053"** before due date and time of tender i.e. **08.01.2018 by 3.00 p.m.** In case of any missing information on the above, the bid is likely to be rejected.
19. The Bids must reach ERNET India on or before the due date. Bids received after the due date & time is liable to be rejected. In the event of due date being a closed holiday or declared Holiday for

Central Government offices, the due date for submission of the bids will be the following working day at the appointed time & venue.

20. The rates should be quoted in Indian Rupees. All prices shall be fixed and shall not be subject to escalation of any description.
21. In case of any discrepancy between rates mentioned in figures and words, the later shall prevail.
22. Govt. Levies GST etc. shall be paid at actual rates applicable on the date of Raising of Bill. These rates should be shown separately accordingly giving the basic price, GST etc.
23. The bidder is required to sign and stamp the Service Level agreement (SLA) placed at Annexure III.
24. Bids shall remain valid for 180 days from date of Bid submission. A bid for a shorter period shall be rejected by the purchaser as non-responsive.
 - a. The original shall be typed or printed and **all the pages numbered consecutively and should be signed (with Seal) by the bidder on each page.**
 - b. The bid shall contain no overwriting except as necessary to correct errors made by the bidders in which case such corrections shall be signed by the person signing the bid.
25. **Opening of Bids:** The technical bids will be opened by ERNET India in the presence of bidders or their authorized representatives who chose to attend, on scheduled due date & time. A maximum of two representatives for any bidder shall be authorized and permitted to attend the bid opening.
26. **Award of Contract:**
 - a. The ERNET India shall consider placement of work order for Comprehensive AMC to successful bidder whose offers have been found technically, commercially and financially acceptable.
 - b. ERNET India will have the right to increase or decrease the quantity of items specified in the schedule of requirements/BoM without any change in the unit price of the ordered quantities or other terms and conditions at the time of award of contract.
27. **ANNULMENT OF AWARD:** Failure of the successful bidder to comply with the requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event the ERNET may make the award to any other bidder at the discretion of Purchaser or call for new bids.
28. ERNET reserves the right to blacklist the qualified bidder for a suitable period who habitually failed to deliver the AMC services satisfactorily in time or violation of SLA.
29. **Incomplete quotations are liable to be rejected.**
30. ERNET India may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
31. Quantity of items for Comprehensive AMC in respect of similar items, for which rates are available, may be added later on as per ERNET requirement.
32. Comprehensive AMC of items mentioned at Annexure I will be awarded for **three years extended annually based on the performance of the bidder** during the previous year. Purchase order will be issued on yearly basis.

Part II Eligibility Criteria

- i) All terms & condition given in this tender document must be fulfilled.

Part III Scope of Work:

- i) The scope of work covers comprehensive maintenance including repair and replacement of faulty parts of Laptops, Desktops, printers, Servers, Switches mentioned at Annexure I of Tender document. Replacement of faulty parts will be at no additional cost.
- ii) The scope of work also includes maintenance and installation of the softwares/OS procured ERNET India and installed in the computers and peripherals.
- iii) The scope of work covers provision of services of Engineer as when require by in the ERNET India for maintenance of all IT equipments including Desktops, Printers, Laptops, Servers, Switch, Firewall & other peripherals during 09:00 to 17:30 hrs on all working days and if required, on Saturdays and Sundays and also after 17:30 hrs on working days.
- iv) The Bidder/firm shall maintain the equipments as per manufacture's guidelines and should use standard and genuine components for replacement.
- v) Vendor repairs would be carried out on site itself. **However, in case the equipment is taken to the workshop/OEM service centre, the firm would provide a standby item for the same, if repairing takes more than 48 hours.**

Part IV - Standard Terms & Conditions

The Bidder, is required to **give confirmation of their acceptance of the Standard Conditions** of the tender document mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder as selected by the customer. Failure to do so may result in rejection of the Bid submitted by the Bidder/firm.

1. **Effective Date of Contract:** The contract shall come into effect from the date of issuance of Purchase/work order awarded by ERNET India to the prospective L1 bidder and shall remain valid until the completion of the obligations of the parties as mentioned in the purchase order.
2. **Arbitration:** All disputes or differences arising out of or in connection with the contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to services or performance, which cannot be settled amicably, may be resolved through arbitration.
3. **Non-disclosure of Contract documents:** Except with the written consent of the ERNET, contractor shall not disclose the contract or any provision of the contract or information related to services thereof to any third party.
4. **Penalty and Liquidated Damages:**
If the firm does not attend and rectify the complaint within 24 hours from the time of reporting of complaints to the firm or on the telephone number/email (given by the firm for lodging complaints), a penalty Rs.500/- per day upto 15 days would be imposed. In case it is not rectified within 15 days, necessary action to terminate the contract will be initiated and Performance Guarantee will be forfeited.
5. **Termination of Contract:** The ERNET shall have the right to terminate this Contract in part or in full in any of the following cases:-
 - (a) The delivery of the services is delayed for causes not attributed to Force Majeure for more than 15 days.
 - (b) The contractor is declared bankrupt or becomes insolvent.
 - (c) If the services are not found satisfactory as per RFP/contract.
6. **Transfer and Sub-letting:** The firm/bidder has no right to give, bargain, sell, assign or sublet or otherwise dispose of the contract or any part thereof, as well as to give or to let a third party take benefit or advance of the present Contract or any part thereof.
7. **Repeat Order Clause:** The contract will have a Repeat Order Clause, wherein the ERNET India can re-order any quantity of any similar items under the present contract during the contract period at the same rate, terms & conditions of the contract. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of the customer to place the Repeat Order or not.

8. Payment Terms:

- (i) Payment shall be made by ERNET India on Quarterly basis in respect of satisfactory AMC services of the equipment mentioned at Annexure I on submission of GST invoice/bill.
- (ii) All payment shall be made, through NEFT/RTGS into the firm's bank account only, after submission of a pre-receipted bill in the name of Registrar & Director (P&A), ERNET India, 5th Floor, Block I, A Wing, DMRC IT Park, Shastri Park, New Delhi-110 053.
- (iii) No advance payment would be made at any cost.
- (iv) Payment for any inclusion/deletion of computers/Printers/Laptop etc during the AMC period will be calculated on pro-rata basis.

9. **Force Majeure Clause:**

- a. Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance result from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.
- b. In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.
- c. The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.
- d. If the impossibility of complete or partial performance of an obligation lasts for more than one month either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 15 days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the services received.

Yours faithfully,

Registrar & Director

Bill of Material (BoM)

List of IT equipments (Computers, Laptop, Printers, Servers, KVM Switch) for Comprehensive Annual Maintenance contract are given below :		
S. No.	Description	Qty
PRINTERS		
1.	Ricoh color SPC250DN	04
2.	HP COLOR LASERJET CP2025	03
3.	HP 4551 Color laser jet	01
4.	HP Color Laserjet CP 3525dn	04
5.	HP Laserjet P2055dn	04
6.	HP Laserjet Pro 1606dn	06
7.	HP LaserJet M1213	01
8.	Canon Laser jet DN	02
9.	HP Laser jet P3015	01
DESKTOPS		
10.	Dell OptiPlex 960 & 990	39
11.	Wipro WSG59555W7	21
12.	LENEVO	02
13.	HP	22
LAPTOPS		
14.	Sony vaio Laptops	03
15.	Dell laptops	04
16.	HP Laptops	13
17.	Lenovo Laptops	02
SERVERS/ KVM SWITCH		
18.	Rack mounted (Wipro, Dell) server and blade servers (IBM blade centre S series with 6 blades and 10 TB storage and Intel blade server with 4 blade)	06
19.	KVM Switch	
Switches		
20.	Juniper Switch (EX2200-48T-4G)	2
21.	Cisco 2900	2
22.	D-Link DES-1024D	1
SCANNER/Web cam/speaker		
23.	HP Scanner	3
24.	Logitech web cam	1

25.	Logitech web speaker	1
-----	----------------------	---

ANNEXURE-II

Price Schedule For The Annual Maintenance of Desktops, Laptops, Printers, Switches, firewall

To,
The Registrar & Director (P&A),
ERNET India
5th Floor, Block 1, A- Wing,
DMRC IT Park, Shastri Park, Delhi -110053

Tender No. _____ Date of Opening

We _____ hereby certify that we are established firm of manufactures/authorized agents of M/s. _____. We hereby offer AMC service for the following items at the prices indicated below:

S.No.	Description	Qty (A)	Unit Price (B)	Total Price (C) C=A*B	GST (D)	Total Cost (F) F=C+D
Printers						
1.	Ricoh color SPC250DN	04				
2.	HP COLOR LASERJET CP2025	03				
3.	HP 4551 Color laser jet	01				
4.	HP Color Laserjet CP 3525dn	04				
5.	HP Laserjet P2055dn	04				
6.	HP Laserjet Pro 1606dn	06				
7.	HP LaserJet M1213	01				
8.	Canon Laser jet DN	02				
9.	HP Laser jet P3015	01				
Desktops						
10.	Dell OptiPlex 960 & 990	39				
11.	Wipro WSG59555W7	21				
12.	LENEVO	02				
13.	HP	22				
Laptops						
14.	Sony vaio Laptops	03				
15.	Dell laptops	04				
16.	HP Laptops	13				
17.	Lenovo Laptops	02				
Scanner/webcam/speaker						
18.	HP Scanner	03				

19.	Logitech web cam	01				
20.	Logitech web speaker	01				
	Severs/ KVM Switch/ Switches/Firewall					
21.	Rack mounted (Wipro, Dell) server and blade servers (IBM blade centre S series with 6 blades and 10 TB storage and Intel blade server with 4 blade)	06				
22.	KVM Switch	01				
23.	Juniper Switch (EX2200-48T-4G)	02				
24.	Cisco 2900	02				
25	D-Link DES-1024D	01				
26.	Total (Item 1-26)					

It is hereby confirmed that we have understood the terms and conditions of the tender and have thoroughly examined the equipment and our offer for AMC of above said equipment is strictly in accordance with the requirement and terms and conditions of the tender. We agree to abide by the terms and conditions of the tender if the contract is awarded to us.

(Signature and seal of Manufacturer/Bidder)

Dated _____ 2017

NOTE : (i) L1 bidder will be decided strictly as per price performa at Annexure-II.
(ii) ERNET India may at its discretion reduce/increase the quantity of the items or may drop any of the items, as per requirements, in the Purchase Order.

ANNEXURE III

SERVICE LEVEL AGREEMENT

Standard Terms & Conditions of the Service Level Agreement would be as under:

1. Comprehensive AMC contract of all the equipment at Annexure I, would be awarded for three years, extended annually base on satisfactory performance/services.
2. The contract shall be on comprehensive basis, inclusive of repairs and replacement of spare-parts without any extra payments.
3. The maximum time to repair (MTTR) to any complaint will not exceed 24 Hrs. However, prior exception to the above MTTR shall be taken from ERNET on case-to-case basis
4. In case of breakdown equipment in question, the vendor will have to attend and rectify the complaints within 24 hours of their being lodged. In case any complaint is not rectified with 24 hours, or in case standby is not provided and the item is not usable beyond the 24 hours, the contractor shall be liable to pay penalty @ Rs.500/- (rupees two hundred only) per day upto 15 days. In case it is not rectified within 15 days, necessary action to terminate the contract will be initiated and Performance Guarantee will be forfeited. The amount of penalty will be either recovered from the AMC bill or PBG.
5. Repair of the equipment against the complaint lodged will be done on site. However, exception to the above shall be taken from ERNET on as & when required.
6. Engineer to be provided to ERNET India as and when required should be well versed with all the technology expertise of the equipments mentioned at Annexure I.
7. Bidder should provide a satisfactory certificate duly signed and stamped by the concerned officer in ERNET at the end of each quarter failing which payment will not be released till then.
8. The Downtime of the equipment starts from the time ERNET India's complaint is logged to bidder address/phone/email as provided by the bidder for escalating complaints.
9. The Bidder/firm shall maintain the equipments as per manufacture's guidelines and should use standard and genuine components for replacement.
10. It shall be the responsibility of the firm to make all the Laptops, computers and peripherals work satisfactorily throughout the contract period and to hand over the systems in working condition to the ERNET India after expiry of the contract.