

Limited Tender Enquiry for 'Repair and Comprehensive Annual Maintenance of TCCCP Servers' hosted at NIC Data Center Hyderabad

Last date for submission of Bids along with requisite documents: 18.04.2016

Following agencies shall only apply:

- 1) M/s HP Ent. India Pvt. Ltd.**
- 2) M/s Orbit Peripherals Pvt. Ltd.**
- 3) M/s HCL Services Ltd.**
- 4) M/s Precision Informatic Pvt. Ltd.**
- 5) M/s Orient Technologies Pvt. Ltd.**
- 6) M/s Hitachi Systems Micro Clinic Pvt. Ltd.**

F. No.: 352-2/2011-CA

TELECOM REGULATORY AUTHORITY OF INDIA

Mahanagar Doorsanchar Bhawan, J.L. Nehru Marg,

Old Minto Road, New Delhi - 110002

Date: 31.03.2016

Subject: Limited Tender Enquiry for 'Repair and Comprehensive Annual Maintenance of TCCCP Servers' hosted at NIC Data Center Hyderabad.

1. Telecom Regulatory Authority of India (hereinafter referred to as TRAI) is inviting bids for **'Repair and Comprehensive Annual Maintenance of TCCCP Servers'** hosted at NIC Data Center, Hyderabad for a period of one year which may be extended by TRAI for a further period of one year . The 3 Servers among the 4 servers deployed is non functional and the vendor shall bring this 3 servers into working condition and carry out the AMC of all thereafter.

2. The Bidders shall accept all technical /commercial terms & conditions mentioned in the Bid Documents.

3. TRAI reserves the right to reject any or all the offers without assigning any reason thereof.

4. The sealed envelope shall contain EMD, the documents as per annexure B and financial Bid and shall be superscribed 'Tender enquiry for Repair and Comprehensive Annual Maintenance of TCCCP Servers'. The sealed tenders duly filled in and complete in all respects shall be addressed to Sr. Research Officer (QoS), TRAI and **reach the Reception Office of TRAI**, either by Post/Courier/by Hand at the following address on or before the last date of submission:

Sr. Research Officer (QoS)
Telecom Regulatory Authority of India
Mahanagar Doorsanchar Bhawan
Old Minto Road, J.L. Nehru Marg,
(Next to Zakir Husain College)
New Delhi - 110002.

TRAI shall not be responsible for any delays and will not entertain the bids received after due date and time mentioned below. The bids which are received by TRAI after the expiry of the prescribed period are liable to be ignored. The costs incurred for the preparation of the bid including inspection if any shall be borne by the Bidder himself.

5. Eligibility

The Bidder must have back to back agreement with the OEM, M/s HP for supply of spares part and comprehensive on-site maintenance support. The Bidder must submit authorization letter from OEM, M/s HP clearly stating that Bidder has the competence to provide maintenance services for HP make Servers. The Bidder must have completed/ongoing such AMC (AMC of HP make server) in the Government/Semi-Government/PSU’s in the last two years. Proof of such contract must be furnished at the time of submission of bid. The Bidder should have minimum annual turnover worth Rs. 50 crore or more for the last 2 years (Copy of the audited balance sheet and profit & loss account are to be enclosed.

6. The bidder qualified in all the technical criteria and quoting the lowest price will be declared L1 for the purpose of awarding the work order.

1	Tender No.	352-2/2011-CA
2	Description	Repair and Comprehensive Annual Maintenance of TCCCP Servers
3	Quantity	As per Annexure 3
4	EMD	Rs. 10,000/- (Rupees Ten thousand only)
5	Security Deposit	5 % of Contract value
6	Validity of Bid	90 days from date of opening the tender
7	Last day of Submission of tender	15.00 hrs on 18.04.2016
8	Time of opening of Tender	15.30 hrs on 18.04.2016

7. Scope of Work

Repair of non-functional servers.

Three servers are non-functional currently and the bidder shall take over the servers including the non-functional Servers immediately within 48 hours of the award of the work and restore these servers to working condition within 5 days of award of the work and the AMC shall

start immediately on the restoration of the servers to working condition. The bidder can inspect the servers during working hours (Monday to Friday) after prior intimation to TRAI during the tender process.

AMC

During the term of this Contract THE BIDDER agrees to maintain the EQUIPMENT in good working condition and for this purpose they will provide the following repair and maintenance services.

- THE BIDDER shall provide the services to TRAI. The scope of work involves Comprehensive Annual Maintenance work for the servers as detailed in Annexure 3. THE BIDDER shall diagnose / correct any faults and failures in the EQUIPMENT and shall repair or replace defective parts of the EQUIPMENT on all working days (i.e. 24x7).
- Comprehensive Maintenance Service covering supply and cost of the Spares including all taxes, repair and maintenance of EQUIPMENTS and associated peripherals, associated hardware. The breakdown/remedial maintenance shall include Repair/Replacement of faulty parts and any other components as required, without any additional cost. Unserviceable / not repairable parts of the EQUIPMENT may need replacement and THE BIDDER shall replace such parts, at no extra cost to TRAI, with new same parts or those equivalent or higher to new parts in performance. THE BIDDER shall further ensure that the EQUIPMENT is not down more than 24 hours in any case whether it is a minor or major problem. The BIDDER have to maintain the records for replacement of all new spares machine wise separately with old and new Serial Number. The Bidder have to attend and rectify the minor complaints on the same day.
- The Bidder shall provide the 24x7 service desk number for the purpose of logging the complaint/fault. The compliance to the call will be certified by TRAI / NIC on call to call basis for which the bidder will have to arrange for triplicate call report booklet, which will be signed by the officers of TRAI/NIC. The bidder shall intimate the status of complaints pending / rectified for each complaint and also submit a consolidated report furnishing the details of calls attended, remedial action taken and their status on a monthly basis to the office. Necessary gate pass for entry at site address will be in accordance of rules governed at site address.

- Any defective parts withdrawn from the equipment and replaced by the bidder shall become the property of the bidder; and the parts replacing the withdrawn parts shall become the property of TRAI.
- Failure in adhering to any of the terms and conditions mentioned in the scope of work will attract penalty clause.
- Quarterly Preventive Maintenance must be carried out by the Bidder periodically between 1st to 10th calendar date of the month at the start of every quarter. .
- Support Levels :
 - Operating System Support : Installation, Troubleshooting and Rectification
 - Hardware Support: Resolution time of replacement of spares or Standby Provision within 24 hrs.
 - Support Window : 24X7 (covering Government holidays)
 - Supports Response: On call basis within 6 hrs.
 - Onsite maintenance: Problem resolution by Restore/repair/ replacement/ User Assistance/installation of updates / patches on time Consumption.
- Sub Contract of AMC: The bidder will not be allowed to subcontract or permit anyone other than the bidder personnel to perform any of the work, services or other performance required of the bidder under this contract without the prior written consent of the office.
- The bidder shall produce necessary proof for getting the back to back AMC from the OEM within 15 days of the signing the agreement. If the bidder fails to do so, award may be cancelled and Performance guarantee may be forfeited.
- The maintenance service includes maintenance of accessories, attachments, equipment or other devices of server. Repair of damage resulting from accidents, natural disasters, fire, power fluctuation etc. are covered by the provisions of the contract.
- The above service consists of preventive and corrective maintenance and includes carrying out of the necessary repairs with original spare parts only. The Bidder is expected to repair / replace the item in case of any hardware failure, within 24 hours (next business day) after the defect has arisen.
- In case of non-availability of spares, the Bidder shall provide an equivalent system for use within the limits of downtime as provided in the contract till such spares/repair of the system is

carried out without any additional charges. Failure to provide equivalent systems within the time frame allowed for downtime will attract penalty as indicated in the contract.

- Provision of equivalent systems include loading of necessary software's (OS & other general application software's), configuration of the system and making the system operational till such a time as the original system is restored to the satisfaction of the purchaser.
- In case the system is to be repaired with parts other than original parts due to non-availability of original spare part, the Bidder should give proof of non-availability of original spare from OEM. The alternative spare part should be approved by the Purchaser before replacement. The supply of spares is the responsibility of Bidder.
- All replacements of defective parts of equipment's carried out during the above maintenance would be the property of Purchaser while the defective part becomes the property of Bidder.
- Within 05 days of such award of contract, the successful Bidder, shall commence the services, covering the entire scope of work, under the contract after taking over the assignment from Current AMC provider, if any.
- Bidder shall provide AMC support at site address:

**NIC National Data Center,
2nd FLOOR, A-BLOCK
NATIONAL INFORMATICS CENTER (NIC)
BRKR BHAVAN (Government Offices Complex)
TANK BUND ROAD
HYDERABAD - 500 063
Nearest Landmark: Adjacent to GHMC (Greater Hyderabad
Municipal Corporation) Main Office**

8. Earnest Money Deposit:

EMD for an amount of Rs. 10,000/- (Rupees Ten Thousand only) in the form of Demand Draft/Pay Order drawn on any Nationalized Bank favoring the 'Telecom Regulatory Authority of India' payable at New Delhi, shall be submitted along with the documents as per annexure B and financial Bid in an envelope superscribed as 'Tender enquiry for Repair and Comprehensive Annual Maintenance of TCCCP Servers'.

9. Security Deposit:

The bidder shall within 10 days of receipt of notification of award from the TRAI, shall be required to furnish a Security Deposit for an amount equal to 5% (five percent) of the total contract price in the form of bank guarantee (in the prescribed format in favour of TRAI, New Delhi) towards the performance of the Contract in accordance with the terms and conditions specified therein. The guarantee shall be valid up to 90 days after completion of the entire contract work. The Performance guarantee (SD) will be returned back without any interest on successful completion of contract.

10. Submission of Bills:

Bidder has to submit the quarterly bills in triplicate along with all supporting documents including preventive maintenance checking reports of specific quarter to Sr. Research Officer,(QoS), TRAI for payment. Income tax and other taxes are to be deducted from the bills as per the relevant government guidelines.

11. Contract period:

The term shall be initially for a period of 1 (One) year from the date of commencement order and after fulfilling the services of TRAI and the period can be extended for a further period of one year as mutually agreed.

12. Payment Terms & Schedule:

The bills shall be prepared by the bidder (contractor) and submitted to Sr. Research Officer, (QoS), TRAI, New Delhi. Payment shall be made on following conditions:

- All payments to the Contractor shall be made subject to deduction of TDS (Tax deduction at Source) as per the Income -Tax Act 1961 and other taxes if any as per the Government of India Rule.
- AMC Payments will be made to the Contractor on Quarterly basis i.e. 25% of AMC charge, after services has been satisfactory rendered in the quarter.
- Payment shall be made after making recoveries on account of penalties for short fall in SLA as detailed in the tender.
- Payments to the initial repair of the servers will be paid after the repair of the servers independent of AMC charges.

13. Penalty:

The Guaranteed uptime performance requirement is 99% for each servers/items mentioned in Annexure C. If bidder is not able to maintain same,

penalty charges levied as mentioned in below penalty table. Nonpayment of penalty amount may result in to encashment of Bank Guarantee.

Uptime is defined as below:

$$\text{Up Time (\%)} = \frac{\text{(Total no. of hours in month - Downtime of servers/items in hours)} \times 100}{\text{Total no. of hours in the month}}$$

Penalty Table

Up Time %	Penalty of Total Quarterly Bill amount
< = 99% and > 98 %	3%
< = 98% and > 97 %	5%
< = 97% and > 96 %	7%
< = 96%	10%

- Penalty would be levied as per penalty table from your quarterly bill amount
- If equipment under your maintenance remains unrepaired, after 48 hours, TRAI will be free to get it repaired or purchase from outside other party at vendors risk and cost. The amount so paid to the other party will be deduced from the amount due or from performance bank Guarantee to you without any further prior intimation or correspondence in this matter.
- Sum of all recoveries levied during the quarter shall, however, be limited to the amount of quarterly bill and the PBG taken together.

14. Default in performance by Agency:

If the Bidder is not executing the works in accordance with the contract or is neglecting to perform his obligations, the TRAI may give notice to the Bidder. The notice will be issued on occurrence of any event described hereunder.

- The agency has failed to fulfill any rules/regulation within reasonable time.
- The agency assigns the contract or subcontracts whole of the works or part thereof.
- The Bidder/agency becomes bankrupt insolvent, has a receiving order made against him or compounds with his creditors, or carried on business under a receiver, trustee or manager of the benefit of his creditors or goes into liquidation.
- Any other instance which violate the terms and conditions of this order.

- During this period, any work carried out by outside agency, such expense will be recovered from bidder's Bill.

The TRAI may after giving one month notice to the Bidder, terminate the contract. Any such expulsion and termination shall be without prejudiced to any other rights or powers of the TRAI or the Bidder under the contract. The TRAI may upon such termination will get the work done at its own. TRAI may forfeit the Performance Bank Guarantee in case of non-fulfillment/non-completion/default of the work.

The TRAI shall not be liable to make any further payment to the Bidder until the works have been completed.

15. Liability:

The TRAI does not accept any responsibility as regards of Factories Act, Workmen Compensation Act, Minimum Wages Act or any other acts of rules, which is concerned with the labours. The bidder will be fully responsible for the employees engaged by the bidder, for any activities to be completed as per scope of this contract.

16. Agreement:

An agreement on stamp paper of appropriate value is to be signed in the prescribed form within 10 days from the receipt of the order.

17. Termination Clause:

TRAI reserves the right to terminate the contract by giving one month's advance notice to the bidder without assigning any reason. If during the validity period of the contract, the services of the bidder are not found to be satisfactory, TRAI may, at any time, terminate the contract by giving a notice of one month and also make deductions, for such unsatisfactory service as per the relevant penalty clauses of the agreement including the cost incurred by it for getting the work done from any other party, from the bills of the bidder or from the performance bank guarantee without prejudice to remedies available to the TRAI, under law.

18. Arbitration:

In the event of any dispute arising between TRAI and the bidder, the matter shall be referred to the Pr. Advisor (IT), TRAI, who may himself act as sole arbitrator or may name as sole arbitrator an officer of TRAI notwithstanding the fact that such officer has been directly or indirectly associated with the tender process or the contract between the parties. The bidder shall not be entitled to raise any objection to the appointment of such

officer of TRAI as the sole arbitrator. The award of the arbitrator shall be final and binding on both the parties, subject to the provisions of the Arbitration and Conciliation Act, 1996 and rules made there under, for the time being in force. The arbitration proceedings shall be held at New Delhi. The language of arbitration shall be English.

19. Jurisdiction:

In case any party wants to take any dispute to a court of law after arbitration award as aforesaid, only courts in Delhi/New Delhi shall have jurisdiction.

20. Confidentiality:

The Bidder shall maintain absolute confidentiality about all data/information etc., made known or revealed to the Bidder or such data, information, etc., to which the Bidder or its employees have access during the course of execution of this agreement. The Bidder shall be liable to fully compensate for any breach of this condition on the part of its employees. The decision of TRAI as to the quantum of compensation to be recovered from the Bidder for any such breach of confidentiality shall be final and binding on the Bidder and the recovery of such compensation shall be without prejudice to any action which may be taken by TRAI against the Bidder and / or his employees jointly or severally, in accordance with law. If, during the contract period, if TRAI has reasons to believe that the Bidder has failed to maintain absolute confidentiality about the data or information made known to the Bidder or revealed to the Bidder during the course of execution of this agreement, without prejudice to the other legal remedies available to TRAI under any other law for the time being in force for such breach, TRAI reserves the right to terminate the agreement without giving any advance notice to the Bidder of such termination.

21. Force Majeure:

Notwithstanding the provisions of the contract, the Contractor shall not be liable for forfeiture of its performance guarantee, Penalty or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

For purposes of this clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchase either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight

embargoes. If a force Majeure situation arises, the Contractor shall promptly notify the Tendering Authority in writing of such conditions and the cause thereof. Unless otherwise directed by the Tendering Authority in writing, the Contractor shall continue to perform its obligations under the Contract as far as it reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure.

22. Accidents:

The bidder shall be liable for and shall indemnify TRAI against all losses, expenses, or claims arising in connection with the death or injury to any person employed by the Bidders or employee of TRAI/NIC for this work;

23. General :

Unless otherwise specified, you shall abide by all the specifications and terms and conditions of the tender documents. None of the conditions stated in your offer or subsequent letter shall be deemed to be accepted, unless stated specifically stated herein. Please acknowledge receipt of this order and confirm you acceptance thereof within 10 days. If you fail to acknowledge receipt of this order within the above-mentioned period you will be deemed to have accepted the same on the terms and conditions set out therein.

24. Bidder's Undertaking :

As a token of acceptance of all terms and conditions, the Bidder shall sign in all the pages of the tender and submit the same along with the bid. In addition Bidder shall also submit the annexure A duly signed with the bid.

UNDERTAKING FROM THE BIDDER

We hereby accept all terms and conditions (in tender document as a whole) mentioned in 'Limited Tender enquiry for Repair and Comprehensive Annual Maintenance of TCCCP Servers" issued by TRAI.

(Authorized Signatory)

(Company Seal)

Date:_____

ANNEXURE -'B'**CHECKLIST**

S. No.	Description	Accepted/ Included in the tender (Yes/No)
1.	Validity of the offer: 3 months	
2.	EMD	
3.	Whether Tender Document signed with company seal on all pages	
4.	The Proof of Partnership with M/s HP Ent. India Pvt. Ltd. in server maintenance etc. along with authorization	
5.	Annexure A duly signed and sealed	
6.	Financial Bid as per Annexure D	
7.	Proof of AMC related work done in Govt./PSU/Semi-Govt. for 2 years	
8.	Annual turnover for last 2 years (Audited Balance Sheet and Profit & Loss Account)	
9.	PAN card number, TIN, TAN of VAT along with documentary proof	
10.	Copy of Income Tax return of last 2 years	

ANNEXURE -'C'

Details of Servers:

Sl. No	Details	Number of servers
1	Server make: HP Blade Server Proliant BL680C G5 Serial No.: TWT024002C, TWT0240025, TWT024003B, TWT024002T	4

Site Address:

NIC National Data Center,
2nd FLOOR, A-BLOCK
NATIONAL INFORMATICS CENTER (NIC)
BRKR BHAVAN (Government Offices Complex)
TANK BUND ROAD
HYDERABAD - 500 063
Nearest Landmark: Adjacent to GHMC (Greater Hyderabad
Municipal Corporation) Main Office

Financial Bid format**AMC Charges**

Sl No	Details	Number of servers (A)	Charges per Server for one year AMC (excluding taxes) (B)	Taxes (pl mention the taxes) (C)	Total Unit Cost (D)	Total AMC Cost for One year (E) (= D x A)
1	HP Blade Server Proliant BL680C G5 (Serial No.: TWT024002C, TWT0240025, TWT024003B, TWT024002T)	4				
Grand Total for One year (X)						

Repair Charges

Sl No	Details	Repair Charges (excluding taxes) (F)	Taxes (pl mention the taxes) (G)	Total Unit Cost (H) (= F +G)
1	HP Blade Server Proliant BL680C G5 Serial No.: TWT024002C			
2	HP Blade Server Proliant BL680C G5 Serial No.: TWT0240025			
3	HP Blade Server Proliant BL680C G5 Serial No.: TWT024003B			
Grand Total (Y)				

Total Bid Value

Total Bid Value = Repair charges + AMC charges (X+Y)

(In figures and words).....