

अम्बेडकर विश्वविद्यालय दिल्ली



Ambedkar University Delhi

No. AUD/ Servers AMC/ 2015/

30 April, 2015

NOTICE INVITING QUOTATION

To,

Sub.: Notice Inviting Quotation for Annual Maintenance Contract (AMC) of Servers & NAS Devices.

Sealed tenders are invited on behalf of Ambedkar University Delhi (AUD) for the work of comprehensive Annual Maintenance of Servers & NAS Devices at AUD Campus, from reputed and eligible contractors. The copy of the proof for having carried out similar works in the last three financial years should be enclosed with the tender.

The maintenance support agency (hereafter referred to as "agency" in this document) is required to submit the technical and financial bid in **two separate sealed covers** clearly super scribed "**Technical Bid for comprehensive AMC of Servers & NAS Devices**" and "**Financial Bid for comprehensive AMC of Servers & NAS Devices**". These two sealed bids should be submitted in a single cover super scribed "Quotations for the Comprehensive Annual Maintenance of Servers & NAS Devices" should reach the Registrar, Ambedkar University Delhi, Lothian Road, Kashmere Gate, Delhi-110 006 **before** 3.00 pm on 22-05-2015. The technical bid will be opened at 4.00 pm on the same day. Financial bids of only those vendors will later be opened, whose technical bid qualify on the basis of criteria mentioned in the tender document. AUD reserves the right to accept or reject any tender in part or whole without assigning any reason thereof.

The Earnest Money must be deposited with the technical bid in the form of Demand Draft/ Pay Order payable in favour of "**Registrar, Ambedkar University Delhi**" valid for minimum three months from the date of publishing of tender on AUD website. Bidders should

read the tender document carefully as enclosed and comply strictly with the conditions, while sending their bids.

The agencies can inspect the site and equipment after taking prior approval between 10 am to 5 pm on all working days. Junior System Administrator (IT) AUD can be contacted for this purpose. AUD will not be responsible for unawareness of facts.

Tender format can be downloaded from our website 'www.aud.ac.in'. Clarifications, if any, may be sought from the AUD Admin Division on Telephone No 23863655.

CONDITIONS

1. The rates shall include cost of labour, material, spare parts etc for the works complete in all respects for Bill of Quantities (BOQ).
2. The quoted rates shall include all taxes, duties, VAT etc. as applicable and no extra shall be payable on this account.
3. TDS as per rule shall be deducted. The agency must enclose copy of PAN No supported by copy of PAN Card of the company.
4. Rates shall be valid for the entire duration of the contract.
5. Rates and amount should be written in figure and words cleanly of each item.
6. The tender document is valid for a period of six months from the date of issue. If Work order/ Supply order is not issued within this period, the process will stand cancelled.
7. The successful bidder shall deposit 5% of the cost of contract as performance security deposit with AUD.

EARNEST MONEY : **Rs 5000/-**
LAST DATE OF SUBMISSION : **22-05-2015 at 3.00 pm**
DATE OF OPENING : **22-05-2015 at 4.00 pm**

Deputy Registrar (Admin)

Copy forwarded for information to:-

- 1- Registrar, Ambedkar University Delhi
- 2- Controller of Finance, Ambedkar University Delhi
- 3- Director (IT Services), Ambedkar University Delhi

**TENDER DOCUMENT FOR
COMPREHENSIVE ANNUAL
MAINTENANCE CONTRACT OF
SERVERS & NAS DEVICES
AT
AMBEDKAR UNIVERSITY
DELHI**

List of Documents:

1. Tender Document : Doc-I
2. Technical Bid: Doc-II
3. Financial Bid: Doc-III
4. Declaration : Doc IV
5. Contract Agreement : Doc V

**AMBEDKAR UNIVERSITY DELHI
Lothian Road, Kashmere Gate
Delhi – 110 0006**

COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT OF SERVERS & NAS DEVICES AT AMBEDKAR UNIVERSITY DELHI

1. Tender shall be submitted in official tender form only. If submitted in any other form, the same shall be summarily rejected.
2. The schedule issued with the tender form for listing the details of items to be supplied must not be modified/ altered by the bidder. Any tender form with any correction, amendments, overwriting etc. shall be considered invalid and shall be rejected, except if duly attested.
3. Tender form shall be complete in all respects and no paper shall be detached from the tender.
4. The tender is liable to be ignored if complete information is not given there-in, or if the particulars and data (if any) asked for in the schedule to the tender are not filled in.
8. **The tenders shall be opened on the last day of submission at 4.00 P.M.** in AUD, Lothian Road, Kashmere Gate, Delhi in the presence of such of the bidders, who may wish to be present, either by themselves or through their authorized representatives. The authorized representatives shall be allowed to participate in the process only upon furnishing the proper authorization from the bidder with proper photo identification.
9. The bids should be valid in the case of all the tenders for at least 3 months from the date of opening of the tender. In the case of the successful bidder, rates quoted shall be valid for the entire duration of the contract.
10. Corrections, if any in the tender must be attested by the bidder.
11. The **Ernest Money Deposit (EMD) of Rs. 5,000/-** (Rupees five thousand only) in form of crossed demand draft/ pay order in favour of **Registrar, Ambedkar University Delhi**, shall be deposited at the time of submission of tender, as a part of the Technical Bid. Tender received without EMD shall be summarily rejected.
12. Late tenders, which are received after 3 P.M. on 22-05-2015, will not be considered and shall be rejected.
13. The Ambedkar University Delhi reserves the right to cancel the tender process at any stage without assigning any reasons.

14. AUD reserves the right to accept or reject any or all quotations in part or full, without assigning any reasons thereof and without any liability to the university. AUD is not bound to accept the lowest bid, since due weight-age shall be given to several factors besides the commercial/ financial bid.

15. AUD may terminate the contract at one month's notice in case the contractor commits a breach of any of the terms of the contract/ carries out poor quality of maintenance. AUD's decision that a breach has occurred will be final and shall be accepted without demur by the Contractor.

16. **The bidder will submit the work orders given by at least 3 reputed clients** over a period of the last three years, out of which at least one should be a central/ state Govt department or PSU.

17. The AUD shall in no way be responsible for any default with regard to any statutory obligation and the Contractor will indemnify AUD in case of any damage or liability, which may arise on account of action of contractor.

18. Dispute, if any, arising out of the contract shall be settled by mutual discussion or arbitration by sole arbitrator to be appointed by the Vice Chancellor, AUD at Delhi as per the provisions of the Indian arbitration and Conciliation Act, 1996 and the Rules framed there under.

19. All legal disputes shall be subject to the jurisdiction of Delhi courts only.

20. Tender shall be accompanied by the relevant documents including the Certificate in support of experience for having undertaken this kind of business **along with a list of organizations where the Contractor is currently providing/ has provided AMC of Servers & NAS Devices** covered in the tender.

21. The Contractor will work in close co-operation with IT Services Division of AUD for the repair & maintenance services as per tender.

22. Payment shall be made quarterly on satisfactory completion of the job and T.D.S as applicable will be deducted.

23. All statutory obligations under various laws from time to time shall be borne by contractor for which no extra payment shall be made at any time during the contractual period.

24. The contractor shall at all times indemnify and keep indemnified the owner and its officers, servants and agents from and against all third party claims whatsoever (including time and shall not be limited to property loss and damages, personal accidents, injury or death of persons or

servants or agents of any contractor/sub-contractor(s) and the contractor shall at his own cost and initiative at all time, maintain all liabilities under Workman's Compensation Act, Fatal Accident Act, Personal Injuries, Insurance Act and/or Industrial Legislation from time to time in force).

25. The **schedule of requirement is as per Annexure A** & the evaluation of bid will be on the basis of total bid value. The rates quoted should be inclusive of all taxes and duties including VAT. The rates quoted should be on the basis of free delivery to the consignee.

26. The contractor shall be required to deposit a sum equivalent to 5 % of the total work order at the time of signing the contract as security deposit in the form of demand draft or provide a bank guarantee for the said amount from a scheduled bank, pledged in favour of Registrar, Ambedkar University Delhi. No interest shall accrue on this amount. The Security amount shall be repayable after one month of the expiry /termination of the contract after deduction of penalty/ other dues, if any. The EMD of the successful bidder will be refunded after signing of the agreement and after deposit of security amount.

27. Bid security of the unsuccessful bidders will be returned to them.

28. In the event of any breach of the terms of the contract, the contractor shall have to bear the penalty specified in the present terms. However, upon a material breach of the contract terms, which is not remedied by the contractor within 7 days, AUD shall be entitled to terminate the present contract and forfeit the security deposit without any notice and the contractor shall be required to make good any damage incurred to AUD.

29. If either party is affected by force majeure it shall forthwith notify the other party of the nature and extent thereof. Neither party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other, by reason of any delay in performance, or non-performance, of any of its obligations hereunder to the extent that such delay or non-performance is due to any reason of Force Majeure, of which it has notified the other party; and the time for performance of the obligations shall be extended accordingly.

Scope of Work

30. The general scope of work will include maintenance of hardware of the servers and NAS Devices.

a) Maintenance that includes the replacement of malfunctioning spares/ parts for proper functioning of all systems and sub-systems listed in Annexure A by the Contractor. If any part gives repeated problems, i.e., 2 repairs in a minimum period of two-month time, then the contractor must replace it immediately with a new original part.

b) Maintenance includes replacement of each and every malfunctioning part of Server and related items listed at Annexure A like Hard Disk, Floppy Drive, CD/ DVD reader/ writer, mother board, keyboard, mouse, data cables, switch, power supply, display card etc. and all the plastic parts except consumables are under this AMC by the Contractor.

Description of the Work

31. The maintenance services will consist of

- a) Attending to complaints raised by various Schools/ Divisions/ Centers of AUD (details provided by AUD IT Services Staff, Kashmere Gate Campus) on daily basis.
- b) Maintenance preventive and corrective maintenance of Servers & NAS Devices (Including CPU, Monitor, Keyboard & Mouse) at AUD, Delhi where the above equipment is installed as indicated from time to time. Records for preventive and corrective maintenance should be provided to the Director (IT Services), AUD in hardcopy and soft copy.

32. The maintenance contract will include necessary repairs to the installed systems and replacement of defective/ damaged parts, components, adapter and other accessories free of cost.

33. The parts/ components/ sub-assemblies used for repair/ replacement by the contractor will be of the same/ equivalent OEM or higher make and functional capability as originally available in the systems. In the service report, the details regarding the part number and serial number (if any) must be brought out clearly.

34. The contractor will arrange all other parts/ components/ sub-assemblies including **Hard Disk, SMPS, and Motherboard, free of cost is part of the AMC.**

35. The maintenance contract also includes software patch updation, HDD crash recovery, system administration, network administration, software support/ troubleshooting to keep the system fully operational.

36. A minimum stock of & accessories should be maintained at the AUD premises for meeting immediate exigencies of work and upkeep of equipments at all times. Efforts should be made to ensure close to zero MTBF (Mean Time between Failures).

37. The agency has to do quarterly servicing of the equipment by trained personnel including the following:-

- a) Rectification of defects observed during inspection.
- b) Preventive maintenance of each Server/ NAS Device.
- c) Cleaning of Servers/ NAS Devices.

38. AUD reserves the right to increase or decrease quantities any time. Accordingly, the charges will be increased/ decreased on pro-rata basis.

39. The maintenance services will be provided on all working days from **0900 hours to 1730 hours (Monday to Saturday)**. Provision of availability of service engineer on Sundays or other public holidays must be made in case of exigency.

40. The agency is required to set defective/ damaged Servers & NAS Devices functioning in order **within six hours from the time the complaint login**. The complaint will be communicated by AUD either through phone or mail on the telephone number/ mail address given by the agency.

41. **The Agency will make stand-by arrangements** in case the equipment is to be taken to workshop for repairs or it is not made serviceable within 6 hours. If an alternate Servers is not provided, **a penalty of Rs 1000/- (Rupees One thousand only) per day will be charged**. The amount of penalty will be either recovered from the Bank Guarantee/ Security of the annual maintenance period or from the AMC charges/bills.

42. In exceptional circumstances, where the equipment/ component is to be taken to Agency's premises/ service centre for repairs, **the standby arrangement from the Agency side will be made**. The equipment being taken to the workshop for repair would be at Agency's own risk and expenses.

43. The agency is required to hand over all defective/ damaged components to the IT Services staff after the replacement.

44. A register shall be maintained showing the cleaning & preventive maintenance of each Servers and shall be produced to the Director (IT Services) for verification, after the job.

45. The **penalty** amount per complaint will be as follows :

- (a) Beyond 6 hours, a sum of Rs 1000/- (Rupees One thousand only) per day, if the Servers is not made serviceable without providing an alternative.
- (b) If the contractor attends less than 90% calls within the stipulated time limit in a quarter, a penalty of Rs 1000/- on per call basis will charged.

(c) If a component supplied by OEM or above the specification is not used as maintenance spare, the cost of the equipment will be paid by the vendor if the equipment becomes unserviceable.

(d) Any delay beyond 5 days in rectifying any fault, AUD will be free to get the Servers repaired from a competent agency and the entire cost including transportation will be borne by the contractor.

46. The Agency will maintain a history sheet of equipment under maintenance contract with detailed specifications. Details of all minor/ major, routine/ preventive repair/ maintenance job undertaken shall be entered into the history sheet.

47. Complaint / Feedback / Performance report: - The Contractor will maintain all records of the complaints in a Register. The format of the register is enclosed as Annexure 'B'.

48. In the case of loss of any part in the product on account of negligence attributable to the vendor, the vendor at his own discretion will reinstate or replace the malfunctioning / non-functioning part or whole of the product with a working part or whole of the product of a matching or higher configuration. However, in the case of hard disc, vendor should provide a new hard disc of matching or higher configuration.

49. The Service Agency shall provide maintenance services through qualified, experienced and competent engineers, who must be **made available within 3 hours of lodging a complaint through phone/ E-mail** during the working hours on all the working days **(Monday to Saturday)**. The role of the maintenance engineer shall be as follows:

(a) The maintenance engineer will be responsible for hardware maintenance. He should have expertise to repair and maintain all repairable components of Servers & NAS Devices.

(b) The maintenance engineer should be responsible for user software support services including virus cleaning/ patch installation/ software installation etc. He/she should be well conversant with the latest trends in trouble shooting of computing equipment and networking monitoring tools.

(c) The maintenance engineer should also be well versed with TCP/ IP networking.

50. The Agency should provide necessary components like drivers CDs/ DVDs to the IT Services staff in order to minimize MTBF (Mean Time Between Failure) and MTTR (Mean Time To Repair) time.

51. The systems that are not serviceable by the agency due to obsolescence of technology or non-availability of parts/ components/ assemblies will be withdrawn from the maintenance

contract. The decision of AUD regarding non-availability and obsolescence of technology will be final. Withdrawal of such systems shall be communicated to the agency and proportionate maintenance charges shall be deducted from the amount due to the agency.

52. The contractor is obliged to provide maintenance services for all major and popular brands of Servers & NAS Devices such as IBM, HP, Dell, Buffalo and others. Even assembled and unbranded equipments purchased by the University are covered under the Annual Maintenance Contract.

53. The Agency is also obliged to ensure the availability of mobile phones with their engineers, contact Nos duly communication to the IT Services Division of AUD. In case AUD observes that any particular service engineer doesn't possess the requisite expertise, the Agency is bound to replace him/ her immediately.

54. AUD shall in no way be involved in any dispute of whatever kind, between the contractor and the staff engaged by him.

55. Any damage resulting to the system on account of the negligence or mal-operation shall be made good by the contractor. Nothing extra will be paid for such work.

56. The contractor shall arrange to render efficient service as outlined in this specification. However, in case the contractor fails to maintain the service to the satisfaction of the University and any expenditure incurred therein for alternative arrangements by the University shall be recovered from the contractor.

57. The contractor or his representative should not remove, disturb, and dislocate the existing equipment and its parts from its positions until and unless it is authorized by the University. The entire equipment should be intact at any time of receipt inspection, as was handed over to him at the time of initial taking over of its maintenance and operation.

DETAILS OF SERVERS & NAS DEVICES IN AUD

S.No.	Nomenclature/ Make	Serial No	Quantity	Year of purchase	Remarks
1	IBM 3850 x5 Servers	0694868, 0694944	2	2011	
2	Dell Power Edge 2950	93FX12S	1	2009	
3	Buffalo NAS Device 4 TB each	55884120300338, 45884100600819	2	2012	
	Total		5		

Technical Bid

The technical bid shall contain following information in a sealed cover super scribed “**Technical Bid for comprehensive AMC of Servers & NAS Devices**”. It shall consist of the following documents/ information:

1. Name & Postal address of Agency:

Telephones Nos.:

Fax Nos.

E-mail:

2. Name & address of Owners/ Partners/ Directors :

3. Nature of Agency (Sole/ Partnership/ otherwise) :

4. If Registered, Regn No with validity of registration with appropriate authority:

5. Sales/ Service Tax Regn No.:

6. PAN No.:

7. Work order/ Certificate in support of experience for having undertaken AMC of Servers & NAS Devices in the last three years (at least one proof for each year).

8. List of 3 reputed clients, with at least one client belonging to GOI/ State Govt. Dept./ PSU with telephone No. (Attach proof):

9. Are you related in any way with any staff member of the AUD : Yes/ No.

10. The tender document should be **duly signed on each page**.

Place :

Signature of the Proprietor/ Authorized Signatory

Date :

Rubber Seal indicating complete address

Financial Bid

The financial/ price bid should contain the quotation for maintenance charges per item in terms of yearly basis only, as listed below. Price quoted by the bidder shall be inclusive of all taxes and levies applicable. No escalation of prices during the contract period would be permitted on any ground. The financial bid should be enclosed in a separate sealed cover super scribed “**Financial Bid for comprehensive AMC of Servers & NAS Devices**”.

Equipment to be brought under AMC at the time of commencement of the contract.

S.No.	Nomenclature/ Item	Quantity	Year of Purchase	Rate	Amount
1	IBM 3850 x5 Servers	2	2011		
2	Dell Power Edge 2950	1	2009		
3	Buffalo NAS Device 4 TB	2	2012		
	Total	5			

Total Amount :

Taxes (if any) :

Grand Total :

Signature with stamp_____

Declaration regarding acceptance of Terms & Conditions contained in the Tender Document

To,
The Registrar,
Ambedkar University Delhi
Lothian Road, Kashmere Gate
Delhi- 110 006

Sir,

I have carefully gone through the Terms & Conditions contained in the Tender Document (No. AUD/ Servers AMC/ 2015/ dt. _____) regarding on site comprehensive Annual Maintenance Contract (AMC) of Servers & NAS Devices for Ambedkar University Delhi. I declare that all the provisions of this Tender Document are acceptable to my Company.

It is certified that my firm/agency/company **has never been black listed** by any of the Departments/Autonomous Institutions/Universities/Public Sector Undertakings of the Government of India or Government of NCT of Delhi or any other State Government or reputed private institutions and no criminal case is pending against the said firm/ agency as on _____.

I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours sincerely,

Name: _____
Designation: _____
Company with seal: _____
Address: _____

Agreement to be signed for Annual Maintenance Contract

<Stamp paper of requisite amount>

Maintenance Agreement for Servers & NAS Devices

This agreement is made on _____ 2015 between the Ambedkar University Delhi, Lothian Road, Kashmere Gate, Delhi-110006 hereinafter referred to as "AUD", and M/s _____, a registered company with registered office at _____, hereinafter referred to as "Contractor",

and both the parties as mentioned above set forth and agree to abide by the following terms of this agreement.

WHEREAS the contractor has tendered for providing total solution for Comprehensive Annual Maintenance Contract of Servers & NAS Devices to the AUD as per the terms and conditions mentioned in the tender document. Whereas such tender has been accepted and the contractor has deposited with the Tendering Authority the sum of Rs. _____(Rupees _____ only) as security for the fulfillment of this Agreement.

NOW IT IS HEREBY AGREED between the parties hereto as follows:

1. The contractor has accepted the contract on the terms and conditions set out in the tender notice no. _____ dated _____, which shall hold good during period of this agreement.
2. Upon breach by the contractor of any of the conditions of the agreement, the Tendering Authority may issue a notice in writing, determine and put an end to this agreement without prejudice to the right of the AUD to claim damages for antecedent breaches thereof on the part of the contractor and also to reasonable compensation for the loss occasioned by the failure of the contractor to fulfill the agreement as certified in writing by the Tendering Authority which certificate shall be conclusive evidence of the amount of such compensation payable by the contractor to the AUD.
3. Upon the determination of this agreement whether by effluxion of time or otherwise, the said deposit shall after the expiration of two months from the date of such determination be

returned to the contractor but without interest and after deducting there from any sum due by the contractor to the Government under the terms and conditions of this agreement.

4. This agreement shall remain in force until the expiry of 12 months from the date of entering into the contract but the Tendering Authority may cancel the contract at any time upon giving one months notice in writing without compensating the contractor.

5. The Tendering Authority may give notices in connection with the contract. In consideration of the payments to be made by the AUD to the contractor as hereinafter mentioned the contractor hereby covenants with the AUD to provide the Services and to remedy defects therein conformity in all respects with the provisions of the Contract.

6. The Tendering Authority hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

7. If subject to circumstances beyond control (Force Majeure) the contract fails to deliver the services in accordance with the conditions mentioned in the tender, the Tendering Authority shall be entitled to render services from else other organization after giving due notice to the Contractor on the amount and at the risk of the Contractor without canceling the contract in respect of the consignment not yet due for delivery, or to cancel the contract.

8. In the event of action to be taken, the contractor shall be liable for any losses, which the Tendering Authority, may sustain on that account. The recovery by way of penalty shall be made by deducting the amount from the bills be made good by a credit note within the stipulated period for the purpose.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by the hands of duly authorized representatives on the day, month and year first before written.

WITNESSES

Signed:

For and on behalf of
Ambedkar University Delhi

Authorised Signatory

For and on behalf of

M/s _____

Authorised Signatory