

No. D-II011/I/DPD(HQ)/Admn.IV/2018-19  
Government of India  
Ministry of Statistics and Programme Implementation  
National Sample Survey office  
Data Processing Division Headquarters

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Mahalanobis Bhavan  
164, G.L.T. Road  
Kolkata-700 108

Dated: 29.08.2018

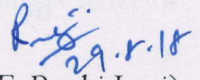
**Notice Inviting Tender for Comprehensive AMC of HCL Server at DPD(HQ), NSSO, Kolkata & DPC, Giridih.**

Sealed quotations are invited in two-bid system from reputed and experienced service provider/firm/supplier/contractor for on-site **Comprehensive Annual Maintenance Contract of 06 nos. HCL Servers (Model-Infinity Global Line 2700 BC)** for minimum one year to Data Processing Division (HQ), NSSO, Kolkata & DPC, Giridih.

Tender document is available on Central Public Procurement Portal (CPPP) at <http://eprocure.gov.in/epublish/app> or the website of this Ministry i.e. [www.mospi.nic.in](http://www.mospi.nic.in)

**Schedule of Tender**

1. Tender Type : Advertised
2. Tender Category : Services
3. Estimated Cost : 1,00,000/- including GST (Rupees One Lakh)
4. Amount of Earnest Money Deposit : 5,000/- (Rupees Ten Thousand) Only
5. Last date and time of receipt of tender : 20.09.18, 12.00hrs
6. Date and time of opening of tender (both technical & Financial)  
: 20.09.18, 15.00hrs
7. Venue of tender opening : 164, GLT Road, Mahalanobis Bhavan, Kolkata-700108

  
(E. Renbi Jami)  
Dy. Director & Head of office

## Part-I

### General Information & Conditions

- I. Parties: The parties to the contract are the vendor (The tenderer to whom the order has been issued) and the Government of India through Data Processing Division (HQ), NSSO, Ministry of Statistics & Programme Implementation (herein referred as "office") for and on behalf of the President of India.
2. Tender availability & EMD
  - i. Tenderers may obtain the tender documents from Central Public Procurement Portal (CPPP) for e-procurement at <http://eprocure.gov.in/epublish/app> or from the website of this Ministry i.e. [www.mospi.nic.in](http://www.mospi.nic.in)
  - ii. Earnest Money Deposit (EMD) of Rs. 5,000/- (Rupees Five thousand) only in the form of Demand Draft drawn in favour of PAO, MOSPI, Kolkata should be submitted along with the tender.
  - iii. Tenderer shall not be permitted to withdraw his/her offer or modify the terms and conditions thereof. In case the tenderer fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid amount of earnest money shall be forfeited to the Government.
  - iv. EMD of the unsuccessful bidders will be returned without interest after the award of contract.
  - v. The tenders without the Earnest Money Deposit will be summarily rejected.
  - vi. The sealed tender contains two separate sealed bids namely "Technical Bid" and "Financial Bid", as per specified proforma attached in Annexure 2&3 along with Bid acceptance form & Undertaking as per Annexure I&4. A third sealed envelope super-scribed "**Tender for Comprehensive AMC of HCL Servers**" containing both the sealed technical/financial bids with necessary documents should reach the undersigned latest by 20.09.18, 12.00hrs. The bids received after due date & time shall not be accepted.
  - vii. Bids shall be submitted by Registered post/speed post/By Hand before the due date & time. Bids not received due to postal delay or delay for any other reason will not be the responsibility of the office.
3. Eligibility Criteria:
  - a). the firm should have done at least 2 similar contract services in the last 2 years (proof to be attached)
  - b). should have minimum average turnover of Rs.5 lakhs per year during the last 2 years. (proof to be attached)
  - c). the company/firm should be registered as a proprietary/partnership/company under the Company Act 2013(as amended from time to time). (relevant documents to be attached)

- d). It should have PAN, TIN and GST Registration number (documents to be attached).
- e). The company/firm should not have been blacklisted by any Government Organization. (Undertaking to be furnished as per Annexure-4)
- f). The company/firm should have their office in Kolkata for full support service.

4. Interested tenderers may visit the office at the address I64, GLT Road, Mahalanobis Bhavan, Kolkata-700108 on any working day between 11.00 a.m to 04.00 p.m to examine the machines before submitting the bids.

5. The bids shall remain valid up to 3 months from the last date of submission of bids.

6. Opening of Tender:

The tenderer or authorized representative may be present at the time of opening of the tender. The representative attending the opening of the tender on behalf of the tenderer should bring with him a letter of authority from the tenderer and a proof of identification on the date and time indicated in the "Schedule of Tender". If the tenders could not be opened at the given time and date due to unforeseen circumstances, the same will be intimated on the change in scheduled date & time.

7. Criterion for Evaluation of Tenders:

The evaluation of the tenders will be made on the basis of total amount for the contract period quoted in Sl. no.5 of the financial bid (Annexure-3). Lowest bidder shall be declared as the successful bidder on the basis of technical qualification in the Technical bid. The reasons for selection or rejection of a particular tender will not be disclosed.

8. Right to decide the tender:

The Office reserves the rights to reject any tender without assigning any reasons. The decision of the office in this regard is final and binding. Any failure on the part of the tenderer to observe the prescribed procedure and any attempt to canvas will prejudice the Tenderer's quotation. Any attempt on the part of the tenderer to influence in any way for acceptance of his tender will render for rejection. The decision of the office shall be final on any matter of dispute arising out of this tender.

9. Communication of Acceptance:

The successful tenderer will be informed of the acceptance of his tender by issuing a letter of intent or Work order in this regard.

10. In the event of non-acceptance by the successful bidder or non-completion of the work or unsatisfactory performance, the EMD shall be forfeited and the tender shall be cancelled.

**Part-II**  
**Scope of work and other technicalities**

i. The Schedule of requirement is noted below.

Sl.no	Product	Make	Model	Qt.	Office location	Support requirement
1	Server	HCL	Infinity Global Line 2700 BC	05	164, GLT Road, Kolkata, WB	Comprehensive AMC
2	Server	HCL	Infinity Global Line 2700 BC	01	Rose Villa Garden, Giridih, Jharkhand	Comprehensive AMC

- ii. The scope of work covers comprehensive AMC of the Servers mentioned in para (i) Part-II including replacement of repair parts for both Kolkata office & Giridih office.
- iii. The firm shall provide technical support to maintain/install/provide periodical back-up etc. of the machine. Preventive maintenance of the machine like running virus detection software/diagnostic test for system performance, hardware cleaning, checking power supply, shifting of equipment as and when required are to be done.
- iv. Cleaning/preventive checking of the hardware is required to be done periodically at least once in a quarter using suitable cleaning material and equipment's for both Kolkata office & Giridih office.
- v. Maintenance of equipment is to be done as per manufacture's guidelines and parts for replacement should be of standard and genuine component. The contract includes replacements of all faulty parts.
- vi. The firm shall also provide technical support for LAN troubleshooting if necessary.
- vii. Any reported fault/complaint should be attended to within the next day of lodging the complaint. For Giridih office, any complaints shall be attended to within 5 days from the day of lodging the complaint. Failure to attend to complaint within the specified time may result in penalty charge amounting to 5% of monthly bill for that month.
- viii. As far as possible, the repairing works shall be carried out on the site itself. If the equipment needs to be taken to workshop, the same shall be done at risk and cost of the firm.
- ix. The firm shall provide on call support if necessary.

*Signature*

### Part-III

#### Other Standard Conditions

1. Performance Guarantee:  
The successful bidder is required to furnish a Performance Guarantee by way of Bank Guarantee for a sum equal to 10% of the contract value.
2. Contract Period:  
The period of contract shall be for a period of one year which can be extended for further periods subject to the performance of the firm at the discretion of the office.
3. Payment terms:  
Payment may be made monthly/quarterly/half yearly depending upon the satisfactory performance of the firm. No advance payment shall be made at any cost. Tri-plicate bill duly pre-receipted on revenue stamp in favor of "The Dy. Director &HO, DPD(HQ), Kolkata" shall be submitted along with service report, bank details and work order/contract for payment through online mode.
4. Unsatisfactory performance:  
Unsatisfactory performance of service by the firm at any stage or time may result in termination of contract and forfeiting of the performance guarantee.
5. Penalty:  
Failure to provide service or attend to complaints within the stipulated time frame may result in penalty charge and deduction @5% of the monthly bill for the month.
6. Force Majeure: If at any time, during the continuance of this contract, any failure of or delay in the performance in whole or in part by either party or any obligation under this contract shall be prevented from any liability due to cause beyond its reasonable control, including but not limited to acts of god, war, strikes or labour disputes, embargoes, government orders or any other force majeure event.
7. Indemnities: The Agency shall at all times hold the Office harmless & indemnify against all action, suits, proceedings, works, cost, damages, charges claims & demands of every nature & descriptions, brought or procured against the Office, its officers & employees & forthwith up on demand & without protest or demur to pay to the Office & all losses & damages & cost (inclusive between attorney & client) & all costs incurred in endorsing this or any other indemnity or security which the Office may now or at any time have relative to the work or the Agency's Obligation or in protection or endorsing its right in any suit on other legal proceeding, charges & expenses & liabilities resulting from or incidental or in connection with injury, damages of the Agency or damage to property resulting from or arising out of or in any way connected with or incidental to the operations caused by the contract documents.

In addition, the Agency shall reimburse the Office or pay to the Office forthwith on demand without protest or demur all cost, charges & expenses & losses & damages otherwise incurred by it in consequences of any claim, damages & actions which may be brought against the Office arising out of or incidental to or in connection with the operation covered by the Agency.

8. Set Off:

Any sum of money due & payable to the firm (including security deposit refundable to him) under this contract may be appropriated by the Office or the Govt. or any other person or persons contracting through the Govt. of India & setoff the same against any claim of the Office or Govt. or such other person or person for payment of sum of money arising out of his contract made by the Agency with the Office or Govt. or such other person or persons contracting through Govt. of India.

9. Arbitration:

- i. In the event of any question, dispute or difference arising under this agreement or in connection there-with except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to the sole arbitrator appointed by ADG, DPD for this purpose. There will be no objection to any such appointment that arbitrator is Government servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as Government servant he has expressed views on all or any of the matter under dispute.
- ii. The award of the arbitrator shall be final & binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever ADG (DPD) shall appoint another person to act as arbitrator in accordance with the terms of the agreement & the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.
- iii. The arbitrator may from time to time with the consent of parties enlarge the time for making & publishing the award, Subject to aforesaid Indian Arbitration & Conciliation Act 1996 & rules made there under, any modifications thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
- iv. The venue of the arbitration proceeding shall be the office of the ADG(DPD), NSSO Kolkata or such other places as the arbitrator may decide.



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Annexure-I

BID ACCEPTANCE FORM

To

The Dy. Director & Head of Office,  
Data Processing Division(HQ),  
National Sample Survey Organisation,  
164, Gopal Lal Thakur, Road,  
Kolkata – 700 108.

Dear Sir,

Having examined the conditions of tender & specification including all other related documents the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide service for **Comprehensive AMC of HCL Servers** to Data Processing Division(HQ), National Sample Survey Office (NSSO), 164 G. L. T. Road, Kolkata – 700 108 in conformity with condition of contract & specification.

We undertake, if our bid is accepted, to execute the services in accordance with specifications, time limits, terms & conditions stipulated in the tender document.

In case we are declared as the successful bidder, we also abide by the mode of payment as per the terms and condition of the tender documents.

Bid submitted by us is properly sealed & prepared so as to prevent any subsequent alternation & replacement.

Dated this.....day of.....2018

Bidder Signature & Stamp



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Annexure-2

Proforma for Technical Bid

1. Name of the bidder/firm (in block letters) .....
2. Name of the person submitting the quotation Shri/Smt.....
3. Office Address of the bidder .....

  - a. Tel No.
  - b. FAX No.
  - c. E-mail Address:

4. PAN/TIN NO.....(copy to be enclosed)
5. Company registration no./Trade license no. (copy be enclosed) .....
6. GST no (copy to be enclosed) .....
7. EMD of Rs. 5,000/- (Rupees Five thousand) only enclosed vide
  - a. DD No.....
  - b. Name of the Bank and Branch .....
  - c. Date .....
8. Proof of minimum average turnover of Rs.5 lakhs per year during the last 2 years. (relevant documents to be attached)
9. Proof of at least 2 similar contract services in the last 2 years (proof to be attached)
10. Proof of having office in Kolkata. (relevant document to be attached)
11. Undertaking as per Annexure 4 to be attached.

We confirm that we will abide by all the terms and conditions and we don't have any counter condition.

I, I, ..... Son/Daughter/Wife of  
Shri..... Proprietor/Director/authorized signatory of the Agency

mentioned above, is competent to sign this declaration and execute this tender document;

2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them.

3. The information/documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/we, am/are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

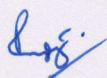
Signature of authorized person

Full Name:

Seal:

Place:

Date:





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Annexure-3

Proforma for Financial Bid

Sl. no.	Nature of Service	Make & model	Qt.	Rate per Qt. per annum (in rs)	Total Annual Price (in rs)
I.	Comprehensive Annual Maintenance Contract	HTC Server Infinity Global Line 2700 BC	06 (for DPD, Kolkata)		
2			01 (for DPC, Giridih)		
3	Total of Sl.I &2				
4	GST			.....% of Sl.3	
5	Total Amount including GST for entire contract period				

Total Amount including GST in words (Rupees .....)

I/we agree to render the service at the above quoted rates during the entire validity period.

Signature & stamp of tenderer



Tender No : D-II011/I/DPD(HQ)/Admn.IV/2018 dt.29.08.18

Annexure-4

UNDERTAKING

I hereby declare that I/company am/is not black-listed from any Government of India organization's tenders and my EMD/Security not forfeited in any case.

Place :  
Date :

Signature of the authorized person  
with Name & Company's seal

