

**Government of India
Ministry of Electronics & Information Technology
Indian Computer Emergency Response Team (CERT -In)
Electronics Niketan, 6, CGO complex, Lodhi Road, New Delhi-110 003**

TENDER DOCUMENT

FOR

Comprehensive Maintenance Contract (CMC) of the Hardware equipments installed at CERT-In, Electronics Niketan, 6, CGO Complex Lodhi Road, New Delhi 110003.

Name of the Tenderer :- _____

Address of Tenderer:- _____

On behalf of
Director General, CERT-In

Authorized Signatory

The fee for this set of Tender document is Rs. 1000/- (non-refundable)
Pre-bid meeting : 14.09.2017 at 3:00 PM
Tender Submission closing date & time 26.09.2017 upto 3:00PM
Tender Opening date & time : 26.09.2017 at 3:30 PM

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Ministry of Electronics and Information Technology
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Electronics Niketan, CGO Complex, Lodhi Road, New Delhi-110003.

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CERT-In has been set up to enhance the Cyber Security of the country. It mainly serves as a central point for responding to cyber security incidents as and when they occur, CERT-In operations are carried out on 24X7 days of week basis.

Director General, CERT-In, invites 'Sealed Tenders' from reputed system integrators for maintaining hardware available with CERT-In valid for 90 days from the date of opening, for a total period of three years, renewable on yearly basis, for a Comprehensive Maintenance Contract (CMC) to provide maintenance service of Hardware installed at "CERT-In", Electronics Niketan, 6 CGO Complex, New Delhi-110003". Detailed information regarding the referred hardware is available in Annexure-I. The award of the CMC will be subject to the terms and conditions given below. The tenderer are advised to read, follow and respond clause-wise to all the applicable terms and conditions carefully to avoid rejections.

A . Technical Terms and Conditions:

1. All the items, to be put under CMC, are given in Annexures-I which contains hardware devices installed in CERT-In. The Bidder has to quote for the entire bill of material listed in the Annexure-I. Part quotations are not acceptable and will be rejected.
2. For the items no. 1,2,8,9 in Annexure I, tenderer should be either be a manufacturer or its Authorized Service Provider, having necessary expertise to service and maintain of the respective make during the post warranty period. The tenderers must ensure themselves regarding the fulfillment of the system maintenance and support services in respect of the items mentioned in 1 to 6 in Annexure I. Authorization Certificates from the OEM/ Authorized Service Partners in India of the mentioned items is mandatory. Failing to provide the Authorization Certificates even from a single OEM/ Authorized Service Partners in India for items 1 to 6 in annexure I, would lead to rejection of the tender bid. The authorization certificates should be specifically for this particular tender, addressed to the Director General, CERT-In, clearly authorizing the said tenderer to bid for CMC for CERT-In. Adequate arrangements must be made by the tenderer with the respective principals for availability of spares for the items.
3. The tenderer should have experience of maintaining similar hardware systems for organisations. The tenderer should have CMC/AMC projects (For same or more value) in at least 2 other locations in Delhi NCR. Documentary proofs for the same should be attached with the Bid (In technical Bid).
4. The tenderer must have a strong technical and maintenance support base in Delhi/NCR and the details of the same must be provided. Support engineers, trained and certified by respective Principals / manufactures, with sufficient experience of maintaining the software & system is an essential requirement. In its support, following information must be provided by the tenderer in Tabular form along with the relevant supporting documentary proof:
 - a. No. of H/w maintenance / support engineers presently based in Delhi / NCR with their name & technical qualifications, training & experience.
 - b. No. of H/w maintenance / support engineers supposed to be based / available in Delhi /NCR & shortfall, if any.
 - c. No. of H/w maintenance services contracts with name of the companies / organization, being handled by this team.

5. **Problem Escalation Methodology:** All the System Maintenance and support services, as per CMC, will be carried out by the selected tenderers for its authorized representative during the office working hours, that is, from 09:00 AM to 05:30 PM, on all the 7 days of week. The tenderer should have a setup for providing system maintenance support and restoration of the services during outage accordingly. The tenderer should be willing to provide unlimited support via telephone and email pertaining to products under CMC. Problem should be escalated to the corresponding product vendors through partners to arrive at a solution, if required. The office of CERT-In must be updated regularly on the status of the escalated problem and the replies from product vendor. The tenderer, on acceptance of the CMC, will also provide the problem escalation methodology for handling maintenance call / complaints problems.
6. **Lodging / Registering a Complaint & Off-site Support :** The successful tenderer will provide following channels of communication for registering a complain as well as off-site support :
 - I. Telephone Support from 09:00 AM to 05:30 PM, for all 7 days of Week, response on-line immediate.
 - II. Fax Support – Normal office hours (09:00AM to 05:30PM), response within 30 minutes, for all 7 days of Week.
 - III. E-mail Support – Normal office hours (09:00AM to 05:30PM), response within 1 hours, for all 7 days of Week.
7. **D. On-site Support & Response Time :** For the complaint calls, during any service outage, malfunctioning, hardware failure, or any other fault / problem, that could not be resolved using the above mentioned three channels, on-site support shall be provided by the selected tenderer. The on-site support items include a response time of less than 5 working hours after registering / lodging of a complaint, for all the items. Failure to respond, beyond the stipulated response time penalty clause will apply.
8. **Problem Resolution Time (PRT) :**

The problem resolution time will be 8 working hours. For the down time, beyond this duration downtime penalty clause will apply. If the CMC providing vendor is not able to make the system up within 24 working hours, the liability will be to replace the malfunctioning / down hardware temporarily with the hardware of the identical or higher configurations till the said system becomes operational after repair. If the system is not set right within 15 days then Cert-In will impose downtime penalty as per penalty clause and will send a notice to repair the same. If system is not set right/ repaired within 30 days of notice then Cert-In will have option to terminate the order.
9. **Down Time Penalty :** If the tenderer is not able to provide maintenance & support services under the CMC satisfactorily or rectify the problem / complaint within the stipulated / specified time period, due to “non-responsiveness” of the tenderer, the Bank Guarantee received towards Performance Guarantee as per the respective clause, will be forfeited in full, over and above the penalty for delayed service. In case of satisfactory support not being provided by the tenderer, suitable penalty, as given below, shall also be recovered from the Bank Guarantee:
 - I. Down time penalty beyond 24 hours would be 10 times of the CMC rate per day or part thereof, rounded off to the nearest multiple of Rs. 100/-.

- II. Aggregate Downtime penalty in a quarter shall not exceed 5% of the quarterly maintenance charges.
 - III. BG may be forfeited once the penalty cap is exhausted and the problem is still not set right.
10. The selected tenderer, on call, will provide unscheduled, corrective and remedial service to set right any malfunction in any system under CMC. This includes replacement of parts or reinstallation of software, if any. Being a Comprehensive CMC, quoted CMC charges will be inclusive of replacement of defective parts.

B. General Terms and Conditions:

1. CERT-In, MeitY reserves the right to modify and amend any of the stipulated terms & conditions / criteria mentioned herein, depending upon project priority vis-à-vis urgent commitments. The Competent Authority also reserves the right to reject or cancel any or all tenders without assigning any reason thereof.
2. Terms & Conditions, if any, pre-printed / referred in the tender papers submitted by tenderer, will not be binding on CERT-In, MeitY. All the terms and conditions for support, maintenance and acceptance, payment terms, penalties etc. will be as those mentioned herein and no change in the terms and conditions by the tenderer will be acceptable. All items and conditions of the tender have to be accepted by the bidder and no deviations will be allowed. In case of any deviations, the bid will be rejected.
3. Incomplete tenders / quotations are liable to be summarily rejected. The decision of CERT-In will be final and no representation of any kind in his regard will be entertained. Any attempt by any of the tenderers, to bring pressure of any kind, may render the tenderer disqualified.
4. Bidder may inspect/check the hardware installed at CERT-In before bidding.
5. CERT-In will not be responsible for any delay including postal delays, on the part of the tenderers in obtaining the 'Tender Document' for submission of the tender bids.
6. The tenders / quotations / offers / responses submitted by telex / telegram / fax/ e-mail or any other manner, other than as specified in this tender document, will not be considered. No correspondence will be entertained in this regard.
7. In the event of the tenderers company / organization or its concerned division, being taken over/bought over by another company / organization, all the obligations under the agreement with CERT-In should be passed on to the new company/organization. This should be made a point in their transfer documents for ensuring its compliance.
8. The Registration No. of the firm along with the CST/VAT No. allotted by the Sales Tax authorities should invariably be given in the tender bid by the tenderer. An attested copy of Valid Income Tax clearance certificate should also be enclosed along with the Technical bid.
9. CMC bids are invited for a period of three years. CMC will be awarded initially for a period of one year to the selected / successful tenderer. However, based on performance of the selected tenderer during the last year, CMC will be renewed for the group next year, subject to a maximum period of three years. The tenderer should quote for CMC charges for all items of a make-wise group for all the three years separately.

10. Validity of Offer: Tender submitted by tenderer should be valid for a minimum period of 90 days from the date of opening it.
11. CMC of all equipment will start on date of issuance of purchase Order.
12. The bidder should be ISO 9001:2000 certified company.
13. CMC for each item has to be quoted separately for each year. (as per the format enclosed at Annexure I)
14. CMC charges for all items put together for all three years including taxes will be considered for calculating the L1 bidder.
15. CMC will be onsite at CERT-In office located at Electronics Niketan, 6, C.G.O. Complex, Lodhi Road, New Delhi-110003 and will include all spares.
16. Deviations to the tender conditions are not permitted.

C. Financial Terms and Conditions :

1. The configuration of hardware has been given in the Annexures I and the tenderers are expected to assess / evaluate the price themselves. However, the roughly estimated approximate price of all the items is around Rs. 52 Lakhs.
2. **Earnest Money Deposit (EMD) :** The bids should be submitted, as stated herein, along with Earnest Money Deposit (EMD) of an amount of Rs. 75000/- (Seventy Five Thousands) only in the form of Demand Draft / Pay Order / Bank Guarantee in favor of "Pay & Accounts Officer, MeitY", payable at New Delhi. Name, address and Tel. No. of the tenderer should be written at the back of the Demand Draft / Pay Order / Bank Guarantee. Bids should be valid for a minimum period of 180 days from the due date of tender.
3. **Performance Security:** The selected tenderer for award of CMC will submit a Bank Guarantee (BG) equal to 10% of the value of the CMC charges, rounded off to 1000s, as a Performance Guarantee towards the maintenance services to be provided by the selected tenderer. Selected Tenderer's EMD will be refunded on receipt of the Bank Guarantee. Bank Guarantee (BG) will be drawn in the name of "Pay & Accounts Officer, MeitY", payable at New Delhi, valid for a period of 12 months and should be extendable as per renewal of CMC. Performance Security shall be released immediately after the CMC is over. No interest will be payable by CERT-In, Ministry of Electronics & Information Technology on the Performance Security.
4. The earnest money of all the unsuccessful tenderers will be returned as early as possible after the expiration of the period of the bid validity but no later than 30 days of the issue of the purchase order. No interest will be payable by CERT-In, Ministry of Electronics & Information Technology, on the Earnest Money Deposit.
5. The amounts quoted for each items for all the three years will be final. In spite of the condition that CMC will be issued on yearly basis, in case the vendor is awarded the CMC, the vendor will not have the option to change the quoted price for 2nd or 3rd year.
6. **Limitation of liability :** Notwithstanding anything contained herein, neither party shall be liable for any indirect, consequential or incidental damages under this CMC and the aggregate liability of the vendor, under this CMC, shall not exceed the payments received by it under this CMC. In no event shall the vendor's maximum aggregate liability under this CMC, regardless of form of claim, exceed the particular order value under which the claim arose.

7. Payment to the selected tenderer, to whom the Comprehensive CMC is awarded, will be released on quarterly (minimum), half yearly or annual basis, as opted by the selected tenderer; on completion of the period opted, subject to satisfactory service, and on receipt of a pre-receipted bill in triplicate to Admin, CERT-In, MeitY; for the said period. On receipt, the bills will be processed for payment. The conditions for advance payment, in any form, put forth by any tenderer, in their terms for payment, shall not be accepted and would be liable for summarily rejection.

D. Submission of Offers : Offers must be submitted in three separate sealed covers (Part I, II and III), as mentioned below:

The first sealed cover, duly super-scribed "Part I-EMD", should contain Pay order/Demand Draft/Bank Guarantee towards Earnest Money Deposit.

The second sealed cover, duly super-scribed "Part II - Technical Bid", should have the company profile and clause wise response to the "Technical Terms & Conditions" of the tender document along with the supporting documents. The technical part of the tender will be evaluated by Tender Evaluation Committee (TEC).

The third sealed cover, duly super-scribed "Part III – Financial Bid", should contain the financial bid detailing price of each item separately. The tenderer may use the annexures for bidding the CMC charges in the space provided. The charges for CMC should be quoted in Indian Rupees only. The financial bids should be in the Performa as per Annexure-I. All the tenderers, whose Technical Bid is cleared and accepted by the TEC, will be informed for being present on the specified date during the opening of Financial Part. During the intervening period, the Financial Bids will be kept in Safe Custody by CERT-In.

All the above covers should be placed in another sealed cover, super-scribed "Tender for Comprehensive CMC for Hardware installed at CERT-In" should be sent to / submitted, as mentioned herein.

The offers, as mentioned above, should reach in the office of "Admin, CERT-In, Ministry of Electronics & Information Technology, Electronics Niketan, 6 CGO Complex, Lodhi Road, New Delhi-110003" by 03:00 PM on or before 26.09.2017. Bids received after it, will not be accepted and returned without considering them.

E. Opening of Bids : The bids received within the due date and time will be opened by the Tender Opening Committee on the closing date at 3:30 PM at "CERT-In, Electronics Niketan, CGO Complex, New Delhi-110003" in the presence of available authorized representative of tenderers.

F. Force Majeure: During Force Majeure i.e. Acts of God, War, Floods, Riot, Earthquake, General Strike, Lock ants, Epidemics, Civil Commodities, the bidder shall provide their best possible service in given circumstances.

G. Rates quoted by the Bidder shall be final and no negotiation will be held.

H. Arbitration: This CMC and its agreement shall be governed by laws in force in India. In the event of any Dispute arising out of this agreement the same shall be solved by binding Arbitration conducted by a sole arbitrator jointly appointed by both parties and governed by the Arbitration and Conciliation Act 1996. The venue of arbitration shall be New Delhi. The language of the arbitration proceedings shall be English. All disputes arising out of in relation to this agreement shall be subject to the jurisdiction of the courts at New Delhi.

Annexure-I

S.No.	Item Description	Qty	CMC Charges (to be quoted separately for each item on yearly basis)						Cost of Procurement (In Rs.)
			Cost for 1st Year		Cost for 2nd Year		Cost for 3rd Year		
			Basic Cost	Applicable Taxes	Basic Cost	Applicable Taxes	Basic Cost	Applicable Taxes	
1	Server: Rack Mounted Dual processor - Intel Xeon E5-2600 series (six-core processor with 12MB L3 cache) Make/Model: Dell PowerEdge R610	3 No.							1,980,000.00
2	Server: Tower Type. Intel Xeon E5-2600 series (4 core processor, 12MB L3). Make/Model: Dell PowerEdge T610	2 Nos.							890,000.00
3	Laptop: Laptop : Intel Core i7 Processor (2.7 GHz, 8MB L3 Cache) Make/Model: HP EliteBook 8560p	2 No.							245,000.00
4	Tablet (iOS based latest model): Wi-Fi +3G, 64GB 1GHz dual-core system chip Front camera and back camera. Operating System: iOS 4 or higher. Wi-Fi (802.11a/b/g/n) Bluetooth 2.1 + EDR technology Make/Model: Apple iPad	3 Nos.							219,000.00
5	Tablet (windows based latest model): Intel Core i5 Processor Windows 7 Professional 64 bit Memory : 4GB 10-13" Multi Touch display 3 W speakers 128GB SSD SATA hard drive (7200RPM)4 cell battery Wireless 802.11b/g/n Make/Model: Dell Latitude 2120	3 Nos.							127,500.00

6	Tablet (Android based latest model): • 1.0 GHz or more dual-core CPU Android 3.1 Honeycomb OS or higher Memory:1GB or more WLAN 802.11 b/g/n and Bluetooth Make/Model: Asus Eepad	3 Nos.							183,000.00
7	Rack Mountable KVM switch with built-in monitor capable of connecting 8 inputs	1 Nos.							80,500.00
8	Hardware based Firewall: (Rack mountable & IPV6 ready) Rack mountable Throughput: 1.2 Gbps Memory 4 GB System flash: 256 MB Make/Model: Cisco ASA 5550	1 No.							910,000.00
9	Managed Switch 24 10/100 Ethernet ports, two 10/100/1000 Ethernet ports Support VLANs Uplinks: 2 X 10 Gigabit Ethernet ports. IPv6 support Make/Model: Cisco Catalyst 2960	2 Nos.							200,000.00
10	Dual band Wireless-N Access point Dual band- Access Point(2.4 and 5 GHz) Fast Ethernet (10/100) port IPv6 ready	5 Nos.							72,000.00
11	Dual band Wireless-N Access point Dual band- operates in 2.4 GHz and 5 GHz (option to select band)	2 No.s							28,500.00

12	Dual band wireless-N Router Simultaneous dual band (2.4 GHz and 5 GHz) Wireless-N technology (IPv6 ready) 4xGigabit Ethernet ports	4 Nos.							37,700.00
13	Wireless-N VPN Firewall (IPv6 ready) Wireless 802.11 b/g/n Stateful packet inspection firewall Denial of Service (DoS) prevention MAC based wireless access control. Static URL blocking or keyword blocking VPN support with inter VLAN routing and QoS	1 No.							10,500.00
14	Wireless Controller 8 Gigabit Ethernet ports Wireless-IEEE 802.11 a/b/g/n/d/h/u, WMM/802.11e	1 No.							122,000.00
15	Dual-band Wireless-N USB Adapter Chipset :Atheros	3 Nos.							10,500.00
16	Dual-band Wireless-N USB Adapter Chipset :Prism	2 Nos.							7,500.00
17	GPS Navigation USB Receiver With navigation mapping software	2 Nos.							14,500.00
18	All in One printer Laser Printer, Fax/Copier/Scanner/Printer , Copy reduce / enlarge, Scan Type: Flatbed Make/Model: HP Laserjet Pro CM1415fnw	1 No.							57,500.00

Total (In Rs.)	Ist year (including Applicable Tax)	IInd year (including Applicable Tax)	IIIrd year (including Applicable Tax)
Grand Total for 3 Yrs (In Rs.)			