

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

E-Tender Document for Comprehensive maintenance contract of Indoor LED Video wall for CERT-In, Ministry of Electronics and Information Technology, Electronics Niketan, CGO Complex Lodi Road, New Delhi 110003

E-Tender Reference Number	5(10)/2018-CERT-In
Date of Issue of E-Tender	19 December 2018
Date of Pre-Bid	27 December 2018 at 1500 Hrs
Due Date/Last Date for Online Submission of E-Tender	18 January 2019 upto 1400 Hrs
Date of online opening of Technical Bid	21 January 2019 at 1530 Hrs
Name & Address of Tenderer	Director General, Indian Computer Emergency Response Team (CERT-In), Ministry of Electronics & Information Technology, , Electronics Niketan, 6, CGO complex, Lodhi Road, New Delhi-110003

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E-TENDER DOCUMENT

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 24 x 7 days of Week basis.

Director General, CERT-In, invites 'Sealed E-Tender' for comprehensive maintenance of Indoor LED Video wall for Indian Computer Emergency Response Team (CERT-In), Ministry of Electronics & Information Technology.

The Technical Specifications are given in **Annexure-A**. The bidders must submit bids, both technical and commercial of the E-Tender. The technical and commercial bids should be put in separate sealed covers and specifically. Each bid should contain two separate sealed covers containing (i) Technical bid and; (ii) Commercial bid and can be put in one bigger cover which may be sealed.

The following instructions should be carefully noted:

GENERAL CONDITIONS

1. Bidders can download the E-tender document free of cost from website (<https://eprocure.gov.in>) by Organization chain Ministry of Electronics and Information Technology (MeitY), CERT-In
2. Bidders have to submit Technical bid as well as Commercial Bid in Electronic format on Central Public Procurement Portal (CPPP) (<https://eprocure.gov.in>) website till the Last Date & Time for submission.
3. Bidders who wish to participate in e-tender will have to procure/ should have legally valid Digital Certificate as per Information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying authority by Govt. of India.
4. A Bid should be digitally signed, details regarding digital signature certificate are available at <https://eprocure.gov.in/>.
5. The bidder must be a reputed manufacturer or his authorized representative of the video wall (**Make: Planar, Model: C50RX-LED (8 cubes) and VCS Controller (1 No.)**). In case of representative, the authority from the manufacturer/sole distributor may be submitted. The bids received without authority are liable to be rejected.
6. The bidder should be an authorized partner of the OEM products and should have adequate facilities, trained manpower and staff for installation, commissioning and after sales service of the equipments.
7. The bidder should submit authorization letter issued by the Manufacturer/Distributor. It is to be addressed to CERT-In, Ministry of Electronics & Information Technology.

8. Tenderer is duty bound to observe all the Laws, Rules, Regulations, Policies, Procedures and Guidelines of the Government of India as in force from time to time.
9. An undertaking from manufacturer is required stating that they would facilitate the Tenderer on regular basis with the technology/product updates and extend support for AMC period as well.
10. Quotations should be submitted in two separate covers. First cover indicating “**COVER FOR TECHNICAL SPECIFICATIONS**” should consist of unpriced bill of material. Price column in this cover should be kept blank. It should contain the authorization letter from the OEM addressed to CERT-In & EARNEST MONEY DEPOSIT (EMD) SHOULD ALSO BE SUBMITTED IN THIS COVER. Second cover indicating “**COVER FOR PRICE BID**” should consist of price details. Both the covers should first be sealed separately and then both the covers should be kept in a single sealed bigger cover. This cover addressed by name to the officer signing this enquiry should be submitted before due date and time.
11. Bids should be valid for a minimum period of 90 days after the due date.
12. Envelope should bear the inscription:-
“Quotation for Comprehensive maintenance contract of Indoor LED Video wall for CERT-In, Ministry of Electronics & Information Technology, Electronics Niketan, CGO Complex Lodi Road, New Delhi 110003

“E-Tender Enquiry No. :
“Due Date & Time:
“Due Date & Time for Opening of Bids:
13. The Bids must reach the undersigned on or before the due date, i.e., 18 January 2019 by 2.00 p.m. Bids received after the due date & time are 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. Bids received will be opened on 21 January 2019 at 3.30 p.m. Parties participating in the bid are requested to be available for opening of bids.
14. The rates should be quoted in Indian Rupees for delivery at the premises of CERT-In, MeitY, New Delhi. All prices shall be fixed and shall not be subject to escalation of any description. The rates must be quoted as per the Performa provided in **Annexure-B**
15. Govt. Levies like GST shall be paid at actual rates applicable. Rates should be quoted accordingly giving the basic price, GST etc.
16. Rates should be onsite rates including all charges such as entry/octroi, etc.
17. The bidder should quote strictly as per the tendered specifications. Complete Technical details along with make, model number, complete specifications, pamphlets, and literature of the systems highlighting the special features of their offer should be supplied along with the quotation.
18. It may specifically be mentioned whether the quotation is strictly as per e-tender specifications/conditions. No request for deviations in terms and conditions will be entertained. If there is any deviation from terms and conditions of the e-tender, the bid will be rejected.

19. The Bidder should provide valid GST from appropriate authorities. Bidder should have PAN number issued by income tax authority.
20. The bidder should have not been blacklisted by any Ministry/Department.
21. The firm submitting the bid has to submit a statement indicating the contracts on hand for similar nature of items with details of the departments/ministries/organizations, contact persons with telephone nos. /mobile nos. etc. and complete address.
22.
 - a. CERT-In reserves the right to accept or reject any bid or cancel e-tender proceedings without assigning any reason whatsoever.
 - b. CERT-In may change the quantity of items to be procured or place Purchase Order for selected items only, that is, some of the items may be omitted from procurement in entirety.
23. Incomplete quotations are liable to be rejected.
24. Copy of this e-tender document duly signed with seal of the bidder in token of acceptance of the terms and conditions. Bidder shall sign all pages of quotation and drawings forwarded with the quotation.
25. In case of any discrepancy between rates mentioned in figures and words, the latter shall prevail.
26. CERT-In may waive any minor infirmity or may seek any clarification, if so desired.
27. Any attempt of negotiation direct or indirect on the part of the e-tender with the authority to whom he has submitted the e-tender or authority who is competent finally to accept it after he has submitted his e-tender or any endeavour to secure any interest for an actual or prospective tenderer or to influence by any means the acceptance of a particular e-tender will render the e-tender liable to be excluded from consideration.
28. The selected bidder will be required to provide services on all the working days from 9.00 AM to 5.30 PM. If needed urgently, bidder shall be required to attend complaints even after office hours and on Saturday and Sunday also
29. Scheduled preventive maintenance at least one in quarter need to be carried out by the selected bidder.
30. In case of intermittent failure and repetitive problems due to improper diagnosis or repair the system will be treated as continuously down.
31. All prices shall be fixed and shall not be subject to escalation of any description. The rates must be quoted strictly as per the Performa provided in **Annexure-B.**
32. The equipment must be supported by a Service Centre manned by the bidders technical support engineers certified by OEM. The support through this Centre must be available 24 hours in a day, seven days a week and 365 days a year.
33. An undertaking from the manufacturer is required in this regard stating that they would facilitate the bidder on regular basis with technology/product updates & extend support for the AMC as well.

34. The Bidder shall supply all spares and accessories as may be required during the AMC period. The AMC will be comprehensive, onsite with spares. AMC will include all hardware and software components of the video wall.
35. Repair charges along with the AMC cost will be taken together to calculate the L1 bidder.
36. The Bidder can inspect the video wall after seeking appointment from CERT-In in order to estimate the equipment requirement and job work involved in order to repair the non-operation video wall.
37. The agreement for CMC will be initially for a period of one year from the date of award of contract. The contract can be renewed for a further period of two years renewable on yearly basis (total three years) on the same rates and terms & conditions subject to providing satisfactory services during the previous years (1st and 2nd, as applicable)

38. EARNEST MONEY DEPOSIT (EMD)

- a. The bid must be accompanied by Earnest Money Deposit of **Rs. 50000/- (Fifty Thousand only/-)** in the form of Demand Draft/Pay Order/Bank Guarantee drawn on any Indian Nationalized Bank in favour of Pay & Accounts Officer, Ministry of Electronics & Information Technology, New Delhi. Bank Guarantee should be valid minimum for a period of 90 days from due date (original) of the e-tender. **Quotations received without Earnest Money Deposit are liable to be rejected.**
- b. Earnest Money is liable to be forfeited and bid is liable to be rejected, if the tenderer withdraw or amends, impairs or derogates from the e-tender in any respect within the period of validity of the e-tender.
- c. 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 and Information Technology, on the Earnest Money Deposit.
- d. The Earnest Money of successful bidder shall be returned after acceptance of the material subject to submission of Performance Bank Guarantee of the amount equivalent to 10% of the total cost of the project.

39. Scope of work

- i. The video wall (**Make: Planar, Model: C50RX-LED (8 cubes) and VCS Controller (1 No.)**) is installed at CERT-In office, Electronics niktan 6 CGO complex Lodi Road, New Delhi. The video wall has to be maintained for a period of 12 months. AMC prices have to be quotes separately in the provided performa.

40. LIQUIDATED DAMAGES

The selected bidder shall be responsible for the trouble free working of the equipment and their upkeepment for which no extra/ additional charges shall be paid. The complaint shall be attended to within four working hours. A penalty of Rs. 500/- per day in case of down time of equipment is more than 12 working hours shall be deducted from the bills of the contractor. In case of any damage to any system/product during the maintenance by the contractor, the contractor will be fully responsible for the same and will require to pay full damage to Department. In case, the contractor is failed to repair any equipment within 10 days due to any reason what so ever, it would be sufficient to conclude that the services of the contractor are not satisfactory, and contract may be terminated along with forfeiting Performance Security.

41. **PAYMENT TERMS**

Payment will be made to the successful bidder in three stages

- i. AMC will be paid on quarterly basis (after successful completion of each quarter).
- ii. The selected service provider will be required to maintain job card for the each product under AMC (Comprehensive) and lodge all complaints, action taken, part replaced, time taken in rectification, etc. Which shall be duly signed by user/engineer. Payment will be made on quarterly basis after satisfactory execution of jobs and on production of pre-receipted bills along with copy of all job cards and satisfactory performance reports from the users of the equipments.

42. **PERFORMANCE SECURITY**

The selected tenderer will submit a Bank Guarantee (BG) equal to 10% of the value of the contract, 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, Ministry of Electronics & Information Technology", payable at New Delhi, valid for a period of 13 months and should be extendable as per renewal of the contract. Performance Security shall be released immediately after the contract is over. No interest will be payable by CERT-In, Ministry of Electronics & Information Technology on the Performance Security.

43. **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.

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

45. **Arbitration:** This Tender 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.

ELIGIBILITY CRITERIA

- i) An undertaking to this effect must be submitted. The bidder should also submit valid letter confirming following:
 - Authorization from the OEMs for bidder to bid against this e-tender specifically
 - Undertake that the support including spares, patches, upgrades, updates, etc. for the quoted products/software shall be available for next 12 months from the date of award of the contract of AMC of the video wall.
- ii) The Bidder should have been in the business of Selling and servicing video walls, implementation and integration related activities at least for the past 3 years. The Bidder shall submit the declaration duly signed and stamped by Bidder's authorized signatory regarding these along with the documentary proofs in the bid.
- iii) The bidder should have an office in the Delhi state/ NCR with support centers manned with their own qualified engineers across India with a Toll Free number.
- iv) The Bidder should have a country wide support infrastructure with direct presence in Delhi.
- v) The bidder should be able to provide next business day replacement for the faulty system/subsystem of equipments.
- vi) The bidders should give clause-by-clause compliance for the technical specification of the equipments as in the e-tender in their technical bids. Also give compliance of all the terms & conditions as mentioned in the E-Tender document.
- vii) All queries pertaining to the e-tender technical as well as non-technical have to be submitted on or before the prebid date. Repeated queries as well as queries received/submitted after prebid date will not be consider and no clarification will be provided.
- viii) This is a no deviation e-tender. In case of any deviation from the terms and conditions the bid will be rejected.
- ix) The selected L1 bidder will have to get registered on the GeM portal for the service and will publish the L1 price on the GeM portal.
- x) The bidder should not add any condition or clause of its own. The conditional bid will not be accepted and summarily rejected.

If e-tender is not accompanied by all the above documents mentioned, the same would be rejected. Undertaking for subsequent submission of any of the above document will not be entertained under any circumstances.

Quotation for comprehensive maintenance of video wall

Sl.No.	Basic Cost	Taxes *	Total
Maintenance cost for 12 months of Planar (Model: C50RX-LED (8 cubes) and VCS Controller (1 No.)). (In Rs)			
Grand Total (Including Taxes) (In Rs)			

***All taxes applicable should be mentioned and quoted as per prevailing government rates.**

Note:

1. All software and hardware including computers required for installation/ running /operating the video wall have to be maintained by the vendor. Its cost should be included in the price quoted by the vendor.
2. The video wall is installed at CERT-In office located at Electronics Niketan, CGO complex, New Delhi. Cost of transportation/ Import duties (if Any)/ Repairing charges of the engineer including his travelling, boarding and lodging charges have to be included in the quoted price.
3. Prices are to be quoted with 12 months AMC charges in the given format. The AMC will be comprehensive, onsite with spares.
4. All price quoted have to be in Indian Rupees.