



OFFICE OF THE COMMISSIONER OF CENTRAL EXCISE,
PONDICHERRY COMMISSIONERATE.
1, Goubert Avenue(Beach Road), Pondicherry 605 001

C.No. 2/3/B/2008/Comp

Date: 06-02-2009

INVITATION FOR TENDER

Sealed tenders under **two bid system** - (a) Technical bid containing information relating to all aspects (including vendor's profile, client list, performance report, accreditation letter, etc., but excluding details of the price quoted) and (b) Financial Bid containing the price quoted, are invited from eligible vendors, for the maintenance of computer system hardware items installed at various offices/locations of this Commissionerate, for the period from 1st April 2009 to 31st March 2010. The eligibility criteria and the conditions governing the Maintenance Contract are given in the Annexure I and II respectively. This intimation and the said annexures can be downloaded from the website: www.pondycentralexcise.gov.in >> [Tenders&Indents](#) >> [AMC for 2009-10 Computers &](#). The list of computer hardware items can be obtained from computer section of this office on any working day between 10-30 am and 5-30 pm till 19th Feb-2009.

The tender applications/bids of only those who satisfy the eligibility criteria (in annexure-I) will alone be considered for final shortlisting. The Technical bid and Financial bid shall be presented in a separately sealed covers and shall be superscribed as "TECHNICAL" and "FINANCIAL" and both addressed to the "Joint Commissioner of Central Excise (Computers)". If the technical bid cover does not contain all the details relating to acceptance of the conditions, eligibility documents, check-list, etc, no further processing of that particular vendor's bid will be undertaken. Likewise, the financial bid cover shall contain only the rates quoted and their breakup. The bids shall be submitted to the Computer Section of this office **on or before 19th February, 2009** Tenders received after the last date will not be entertained

Encl : Annexure I & II

(K. M.NAGARAJAN)
JOINT COMMISSIONER.

Annexure I

Eligibility criteria for AMC of Hardware items

Reputation of the Vendor:

1. The company/firm/enterprise (hereinafter called the Company or Vendor) intending to bid for the tender shall be a reputed organization in the field of computer hardware & software maintenance for the last 5 years.

Past record of Vendor & Client information:

2. The Company should have undertaken AMC for at least one Central Government Department / Public Sector Unit (PSU), for a minimum of one year during 2006-07 to 2008-09 in Tamil Nadu / Pondicherry. The company's contract should not have been terminated before the expiry of the full term, in any of the previous three years and the current year.
3. They should provide support from their local offices to our designated offices (hereinafter called 'customer', the details of which are available in Annexure-II).

Competence of Service Engineers & the Vendor.

4. The company must have qualified and skilled expertise on their payroll in the following fields and its service engineer must be knowledgeable enough to troubleshoot any problems in these areas of :
 - a. System administration of SCO UnixWare7.0, RedHat Linux 8 & 9 & Enterprise Advance Server, Windows 2003 Server besides Windows 98, -2000, -XP, -Vistas Business version, and their updated versions.
 - b. Management of local Domain, LAN and Intranet communication system.
 - c. Installation, configuration and tuning/tweaking and trouble-shooting of the O/S mentioned above
 - d. Installation of Oracle 8i/9i on SCO UnixWare7.0, RedHat Linux 8/9 & Enterprise Advance Server

Call locking & Status:

5. Vendors having the facility of on-line monitoring of customers' calls and offering the customer facility to make local phone calls or toll-free phone calling for registering the call or knowing its status will be preferred. Vendor will have a proper database system for monitoring all calls from all their clients.

6. Suitable documents in proof for the conditions at 1 to 5 above, shall be attached to the technical bids, failing which the bid will not be shortlisted for process.

Annexure II

Conditions governing AMC

Opening of Tender Documents

1. The tender documents, soon after completion of the application period, will be opened in the presence of tender committee formed in this regard. Only those 'technical' bids that conform to the terms of the annexure I and II alone will be considered for further processing. In case where 'technical' bid fails, the 'financial' bids will not be opened and will be returned to them as such. Financial bids shortlisted on above conditions will be finalised soon thereafter.

Rejection due to incomplete information or counter conditions.

2. This office does not bind itself to accept the lowest tender and it reserves the right to reject any or all the tenders without assigning any reason whatsoever. Bids in which any of the furnished particulars and prescribed information are inadequate or incomplete in any respect or in which counter-conditions by the vendor are imposed, are liable to be rejected. While filing the bid, the company shall mention 'yes' or 'no' against each item of the checklist which is an abstract of conditions of Annexure-I and II.
3. Particularly, if support to Operating System related troubleshooting can not be offered by the vendor, such vendors need not file any application at all and such application if received will be summarily rejected prima-facie, without going in to the merits of other terms / conditions.

Attending to Breakdown & Preventive Maintenance:

4. The maintenance service by the company shall include break-down maintenance and quarterly preventive service of all computer hardware items in various locations of this Commissionerate and all the calls shall be attended on the same day of complaints made. Preventive Maintenance shall include system security against all forms of attacks like virus, malware, spyware, etc., If Vendor is not provided with proprietary software for this purpose by the customer, then the vendor shall provide and install open source software in this regard.

Replacement of parts on time:

5. Where the parts/components have failed or are damaged or gone into disuse due to any reason, then replacement of those parts/components including monitor, smps, motherboard, processor, hard disk, wires, cables, cards, circuit boards, mouse & keyboard etc. shall be provided free of cost by the company within 24 hours of attending to the call failing which a standby system shall be provided. Such replacements shall be done in such a manner that the defective part shall not be removed unless the replacing part is ready on hand.

Quality of replacements:

6. Where any items/parts/components need replacement, the same shall be replaced with the same make, specification and brand of item / component / part. In case the brand / model has become obsolete, the same shall be replaced with equivalent or higher-end model of the items/parts/components.

Identification of parts for free replacement and payable consumables against cost-free components:

7. If certain parts or components of hardware are treated as consumables not to be covered under AMC, a list of such consumables for each of the hardware type like computer, monitor, printer, etc., shall be separately furnished in the bids. The list as such will not be accepted by this office for replacement of parts on cost basis, but shall be modified on the basis of common items quoted by all the vendors in the first part of the bid, i.e. technical; and only those parts quoted commonly by all applying vendors will alone be treated as payable replacements

Alternative to replacements:

8. Where replacement of parts or support could not be obtained due to obsolescence, the entire parts or system (such as PC, server, printer, scanner etc) shall be replaced by the company with a branded equivalent or higher system, with at least the existing configuration of the failed system.

Time limit for alternative:

9. Where the replacement of the entire system with a new one has been necessitated, the replacement of the entire system shall be provided within one week from the date of the failure of the old system.

Time limit for troubleshooting Server problems:

10. In the case of failure or malfunctioning in the server systems installed with Unixware or Linux server / Windows 2003 Server due to any reason, the server shall be made up

and running immediately so that the downtime shall not exceed six hours after commencement of call resolution.

Time limit for troubleshooting PCs:

11. In the case of failure of Desk top PCs due to any reason, the system shall be restored/rectified so that the downtime shall not exceed twelve hours after commencement of call resolution

Time limit for troubleshooting Printers:

12. In case of failure of printers, the same shall be restored/rectified so that the downtime shall not exceed 24 hours.

Precautions against environmental / locational problems:

13. The vendor will make all efforts to take precautions necessary to protect the working condition of the hardware against the problems such as moisture, rust, etc., particularly during the monsoon months from October to December. Poor maintenance like frequent delays in replacement of parts, etc., during the monsoon months shall entail the AMC cancelled with negative remarks.

Restoration of hardware including re-installation: time limit:

14. In all the cases of replacement of spares including logic card, smps, motherboard, hard disk, etc., for items mentioned in Sl. No 4 to 9 above, replacements must be done within 24 hours including the software re-installation and configuration of all utilities (tweaking) already in use before the break-down.

Levy of penalty against delayed/failed call resolutions / restoration :

15. Penalty will be charged in every downtime of more than 24 hours in each case of Servers and 48 hours in each case of desktop or other peripherals, provided that no penalty will be chargeable for the first 24 hours from the time of booking of calls/complaints or wherever an equivalent standby system has been provided after expiry of the first 24 hrs.
16. If any particular computer/hardware is found to be under repeated failures due to poor servicing or replacement of inferior parts or when troubleshooting is found to have been performed in piecemeal by the AMC Vendor, such instances will also be subject to levy of penalties.

Penalty Rates:

17. Penalty at the following rates per day or part thereof will be automatically deducted from the quarterly payable amount.

- Rs.1,000/- for Server
- Rs.250/- for PC
- Rs.250/- for Laserjet / Inkjet printer
- Rs.150/- for Dot matrix printer
- Rs.500/- for Switch/Hub/other network component
- Rs.150/- for any other hardware where the system or printer is in basic workable condition.

Period of the Contract:

18. This Maintenance Contract shall remain in force from 1st April 2009 to 31st March 2010 or for one year from the date of acceptance of contract.

Payment of AMC Charges Schedule:

19. The charges will be paid quarterly, after satisfactory completion of each quarter.

Logistics & mobility of engineer:

20. Qualified and expert resident engineer conforming to a minimum requirement of terms under para 4.a to c of Annexure-I of this document, must be stationed permanently in the Commissionerate Office at Beach Road, Pondicherry. The engineer shall attend to all the calls during the day from all the offices / formations at Pondicherry; the vendor or the engineer posted on site will have to arrange for the quick conveyance between the problem sites without depending on public transport and the customer will not pay any allowances or incur expenditure towards such conveyance.

21. For remote locations including the offices at Cuddalore, Villupuram, Vridhachlam, Kallakuruchi, Thiruvannamalai & Chingleput, qualified engineers of the vendor from the respective local stations will attend and resolve the calls.

22. The engineer shall also make himself / herself available on all days at any of the formations of this office for such reasons like the visit of dignitaries, Union Budget Presentation in the Parliament, etc regardless of the said days being declared as holidays either by the customer or the company. These days shall be notified by this office from time to time in advance. If during the period of contract any holidays of the vendor's company falls on the working day of the customer, the engineer will remain with the customer's site to attend the calls.

23. The resident engineer once provided shall not be removed or replaced by another engineer or disturbed from attending to the calls in this office by the company without the explicit concurrence of this office.

Additions/Deletions to hardware contracted list:

24. If any hardware is disposed off during the period of Maintenance Contract for one or more reasons, the proportionate charges will be deducted from the quarterly amount. If charges have been paid before the disposal of the system, then the proportionate amount will be adjusted against the charges payable on remaining machines. To facilitate correct evaluation of the cost of such additions or deletions from the hardware list at a later date, cost of provision for residential engineer and the rates for each type of hardware may be shown separately in the financial bid.

Quotation of costs : hardware type-wise

25. Cost shall be quoted for each type, brand and configuration of the hardware and also as aggregate of all the hardware put together based on the list of machines, so that any item/items can be either included additionally or excluded during the period of contract. Further break up like taxes, etc. should also be shown.

Exemption from levy of penalty:

26. Penalty clause is not invocable, if the company provides a standby of the branded equivalent or higher system, and restores the original working environment within 24 hours after the complaint is made.

Proof of eligibility for applying for tender

27. The vendor shall, at the time of applying for the tender, provide suitable records in proof of their eligibility as against Annexure-I and will also declare that any of their contracts had not been terminated by any customer before the contract's expiry of its full term in any of the previous years or current year.

Dispute Resolution:

28. Whenever during the period of the Maintenance Contract, the service of the company is found to be not satisfactory or if the company is found violating any of the conditions governing the Maintenance Contract, this office has the right to terminate the contract immediately without any compensation. However, before such termination, disputes relating to the service by vendor arising out of the implementation of the contract during its term will be resolved by way of discussion between the Joint Commissioner or Commissioner on customer side and the Center Head of AMC wing at Pondicherry

or Chennai on vendor side. If no resolution could be reached, the contract will be terminated in favour of the customer, viz. Central Excise Dept. , in all respects.

-o0o-o0o-

Annexure-III : CHECKLIST to be appended to vendor's Technical Bid	
Items of terms & conditions	Vendor's acceptance or response
<u>This checklist is only an abstract of the terms of AMC as found in Annexure I and II, which may be referred to for comprehension and confirmation.</u>	YES / NO / Modified
<u>Annexure - I :</u>	
1) The Vendor is a reputed organization for the last 5 years.	
2) The Company has successfully executed AMC for Central Govt / (PSU) in prev. years and such contract was terminated before completion of its period.	
3) Availability of local support officers at different stations under customer's jurisdiction .	
4) The company must have qualified and skilled expertise on their payroll in the stipulated fields	
5) Vendors have facility of on-line monitoring of customers' calls & toll-free phone calling .	
6) Proof of documents against item 1 to 5 above is attached herewith .	
<u>Annexure - II :</u>	
1. Tender documents to be opened before the tender committee ; further processing done only if 'technical' bids qualify .	
2. Acceptance of the lowest tender not binding on the Dept. ; Customer may reject or cancel tender ; contents of financial & technical bids to be mutually exclusive ; incomplete particulars or counter conditions from vendor not acceptable.	
3. AMC Support to Operating System is inclusive .	
4. Calls on breakdown to be attended on the same day of complaint ; quarterly preventive service mandatory	
5. parts/components to be provided free of cost within 24 hours of attending to the call.	
6. replacement of parts/components with the same make, specification and if obsolete, equivalent configuration required.	
7. Replaceable parts not free of cost, to be identified before	

finalisation.	
8. Replacement of the entire system shall be provided if parts are not available.	
9. Such a whole replacement to be done within a week	
10. Downtime not to exceed six hours after commencement of call attendance in the server systems .	
11. Downtime not to exceed twelve hours for Desk top PCs	
12. Faulty printers to be restored within 24 hours.	
13. Vendor to provide suitable support against damages due to moisture, rust, etc.,particularly during monsoon months.	
14. Replacements must be done within 24 hours including the re-installation of software already used.	
15. Penalty against downtime of more than 24 hours or 48 hours against Servers or DesktopPC & peripherals	
16. Instances of piecemeal relief or substandard service or inferior replacements will invite penalty.	
17. Penalty at the specified rates against category of equipment	
18. AMC in force from 1 st April 2008 to 31 st March 2009 or for one year .	
19. AMC charges to be paid at the end of each quarter.	
20. Residential Engineer to be provided at Customer's place at Pondicherry will have prescribed skillsets. For remote locations, engineers of vendor from local stations will attend.	
21. Local engineers at other stations will attend the complaints at respective stations.	
22. Residential engineer will attend all working days even if a given day is a holiday for the vendor.	
23. Residential engineer shall not be changed without prior notice to the customer.	
24. Hardware to be deleted from or added to AMC list and charges may vary accordingly; cost of provision for residential engineer may be shown separately.	
25. Cost to be quoted for each type, brand and configuration	
26. Penalty not invocable, if standby is provided	
27. Suitable records in proof of eligibility to be appended.	
28. Dispute resolution mechanism to be implemented as per terms and contract to be executed accordingly..	

Note: All responses to the above terms of tender are supposed to be "Yes"; if any response is "No" or modified, technical bid evaluation will bar further processing .