

## 242182/2020/O/o DIRECTOR/COMPUTER/RDSO



भारत सरकार – रेल मंत्रालय  
अनुसंधान अभिकल्प और मानक संगठन  
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FILE No: RDSO-COMP0LKO(AMC)/2/2020-O/o Director/Computer/RDSO

Date : 27-10-2020

Sealed quotations from IT firms are invited for the work of Work of Comprehensive Annual Maintenance Contract of Two Servers Namely Dell Power for the period of two years :

Name of Work:	Comprehensive Annual Maintenance Contract of Two Servers Namely Dell Power for the period of two years
Estimated Cost:	Rs 1,46,502/- ( Rupees One lakh forty six thousand five hundred two only), inclusive of all taxes
Date Of Closing:	09-NOV-2020 Time 14:30 hrs
Date of Opening:	09-NOV-2020 Time 15:00 hrs
Period:	24 Months ( 2 Years) Since the date of starting the execution
Venue of Submission the offers	Office of Director (Computer), RDSO, Annexe –I, Manak Nagar, Lucknow - 226011

The Quotation offer along with credentials and a signed copy of this quotation notice (each page of this quotation notice should be signed and stamped) must be enclosed in a sealed cover superscribed “Two Servers Namely Dell Power for the period of two years” so as to reach this office not later than 14:30 hrs. on **09-11-2020**. The quotations will be opened at 15:00 hrs. on the same day. In case for any reason the office is closed on the date on which the quotation is scheduled to be opened as mentioned herein, these will be opened at the same time on the next working day and all the clauses will hold good. The bidders are requested to download this notice.

Encl: Terms & Conditions

(Aseem Kumar)  
Director/Computer

## संगणक स्कंध COMPUTER WING

## TERMS &amp; CONDITIONS

Details of Inventory	<b>1. Server No.1 : Host named as Project Server Dell power edge R-900</b>			
	Processor	Two Quad Core Intel ® Xeon ® CPU-E7310 @ 1.60 GHz	Memory	8 GB
	Disk Management	135,50 GB Online ( 146 GB SAS x3)	OS	64 Bit Windows 2008 Service Pack 1
	Other Accessories	DVD-R, Dell Make TFT, Key Board & Mouse etc.	Software Installed	MS Office Server, MS-SQL Server 2008, Visual Studio
	<b>2.Server No. 2 : Host Named as CATS Domain Server Dell power edge R-900</b>			
	Processor	Two Quad Core Intel ® Xeon ® CPU-E7310 @ 1.60 Ghz	Memory	8 GB
	Disk Management	Dell Perc 6/I SCSI disk device - 272.25 GB Online (146GB SAS x3)	OS	64 Bit Windows 2008 Service Pack 1
Other Accessories	DVD-R, Dell Make TFT, Key Board & Mouse etc.	Software Installed	Symantec™ Critical System Protection	
Scope of Work	<ol style="list-style-type: none"> <li>The maintenance engineer will perform Troubleshooting Hardware and Operating system related to performance of chassis and servers, Configuration and administration of LUNs, , Storage Management, resolve issues relating to Security management on OS level</li> <li>The Maintenance engineer will perform periodic preventive maintenance tasks on quarterly basis. He will also attend the breakdown maintenance calls on the same day as per intimation of complaint/breakdown. Whenever, complaint logged, the complaint should be completed within 24 hours. In the event of delay, penalty clause will be applicable till the complaint has been resolved.</li> <li>The contractor should provide defective item/equipment at his cost during the maintenance period. The defective item/equipment will be taken by contractor after replacement. Whenever any equivalent replacement is provided by the contractor against any item/equipment under breakdown, the item/equipment will be treated as "UP" subject to proper working of replaced item/equipment accepted by RDSO.</li> <li>Troubleshoot any other issues that disrupt the smooth and efficient working of tendered quantity.</li> <li>All work carried out shall also be of the best quality acceptance to the RDSO administration and at par with OEM's guidelines.</li> <li>No claim for extra or additional work or works not provided in the contract of any kind what so ever shall be admitted (even though shown to be necessary) unless they have been executed underwritten orders of RDSO. The contractor must produce such orders as vouchers for the claim.</li> <li>The contractor shall provide at his cost all equipment tools, tackles etc. required for Maintenance of the equipment covered under this contract.</li> </ol>			

	<ol style="list-style-type: none"> <li>8. RDSO shall not be liable to the Contractor for any matter arising out of, or in connection with the contract of the work unless the Contractor shall have made a claim in writing in respect thereof.</li> <li>9. A register would be maintained at RDSO giving details of time/date where fault message is recorded and when the service personnel visited the site, nature of repairs carried out and time/date when equipment repaired/re-commissioned to the entire satisfaction of RDSO. The tenderer shall maintain a log of defects noticed, details of repairs carried out, by whom, cards/spares/parts repaired/replaced etc. for each tendered quantity. The record shall be kept in RDSO and shall be got countersigned by RDSO representative.</li> <li>10. Even in holidays (gazetted/regular) or beyond the daily working hours, the servers and other related services may continue to work; the services of contractor shall be required for proper functioning of the tendered quantity in case of emergencies.</li> <li>11. The tendered quantity should be maintained in the condition same as at the time of taken over/accepting the server during the maintenance period by the contractor.</li> </ol>
<p><b>Other terms &amp; conditions</b></p>	<ol style="list-style-type: none"> <li>a. Bidders must furnish the details of AMC of servers executed or being executed by them satisfactorily along with their proposal or else their offer shall be summarily rejected.</li> <li>b. The maintenance engineer should be certified System Engineer/System Expert fully well versed with Microsoft Windows 2008/2012 and hardware associated.</li> <li>c. Deviations will be not accepted. The bids, mentioning any deviations, will be summarily rejected.</li> <li>b. No remote connectivity will be provided during the maintenance period..</li> <li>c. RDSO administration shall afford access to the site for the purpose of this contract to the bidder's engineer.</li> <li>d. The work shall be supervised by the nominated official of RDSO.</li> <li>e. The comprehensive maintenance does not include the following: Electrical work external to the machines or maintenance of accessories, attachments, machines or other devices not covered as above.</li> <li>f. Any change of parts / configuration in the tendered quantity will not attract additional AMC charges, if the additional part in the supplier's warranty. However AMC charges will be regulated for deletion of items on pro-rata basis.</li> <li>g. In the event of any of the provisions of the quotation requiring to be modified after the bid has been submitted, the modifications shall be made in writing and signed by RDSO and the Contractor, and no work shall proceed under such modifications until this has been done. Any verbal or written arrangement abandoning, modifying, extending, reducing supplementing the contract or any of the terms thereof shall be deemed conditional and not be binding on RDSO unless and until the same is incorporated in formal instrument and signed by RDSO, and the Contractor, and till then RDSO shall have the right to repudiate such arrangement.</li> <li>h. The firm shall indemnify RDSO against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods and Services or any part thereof in RDSO's country. If the contractor fails to comply and RDSO is required to pay compensations to a third party resulting from such infringement, the contractor shall be responsible for the compensation including all expenses, court costs and lawyer fees. RDSO will give notice to the contractor of such claims within a reasonable time period. Should the errors reside in or because by third party software components, firm shall use its best efforts to either obtain appropriate fixes from the third party software vendor or to furnish a patch or replacement.</li> <li>i. The intending firms are advised to study the General Conditions of Contract (GCC) Regulations</li> </ol>

and Instructions for tenders and standard forms of contract (with all latest editions) as corrected from time to time and make themselves conversant with their contents, as these shall govern the contract and shall form an integral part thereof, and except where these are repugnant to the terms and conditions brought out in these conditions. GCC may be accessed through the path: [www.indianrailways.gov.in/railwayboard](http://www.indianrailways.gov.in/railwayboard) >> "About Indian Railways" >> "Railway Board Directorates" >> "Civil Engineering" >> "Policy Matters" >> "IR General Conditions of Contract, July 2020"

- j. The bidders should follow the existing rules of RDSO/Railway regarding the remittance of Security Deposit (SD)/Performance Guarantee (PG)/Letter of Credit.
- k. If the bidder deliberately gives wrong information in his quotation or creates/ circumstances by wrongful manipulations for the acceptance of his quotations, RDSO Administration reserves the right to reject such quotation offer at any stage.
- l. If any dispute arises on the scope of work, the decision of Director/Computer/RDSO shall be final and binding.
- m. It should be noted that the R.D.S.O. reserves the right not to consider conditional Quotation/ Quotations and to reject the same without assigning any reason.
- n. Before submitting a tender, the tenderer will be deemed himself by actual inspection of on-site tendered items and locality of works, that all conditions liable to be encountered during the execution of the works are taken into account and that rates he enters in the tender forms are adequate and all inclusive to accord with the provisions in clause-37 of the Standard General Conditions of Contract (GCC- July 2020 Edition Page 58) for the completion of works to the entire satisfaction of RDSO Administration.
- o. Tenderers will examine the various provisions of The Central Goods and Services Tax Act, 2007(CGST)/Integrated Goods & Services Act, 2017(IGST)/Union Territory Goods and Services Act, 2017(UTGST)/ respective state's State Goods and Services Act (SGST) also, as notified by Central/State Govt. & as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them in duly considered while quoting rates.
- p. The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to railway immediately after the award of contract, without which no payment shall be released to the contractor. The contractor shall be responsible for deposition of applicable GST to the concerned authority.
- q. In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, RDSO shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit same to the concerned authority.
- r. The quantities shown in the attached schedule are given as a guide and are approximate only and are subject to variation according to the needs of the Railway. The Railway does not guarantee work under each item of the schedule. The Bidder shall quote his rates in commercial bid as per the Performa Schedule/s for all works in accordance with the tender requirements. The Bidder should note that TENDERS ARE LIABLE TO BE REJECTED IF NOT SUBMITTED AS PER DETAILS GIVEN IN SCHEDULE / SCHEDULES.
- s. Upon termination of the contract, another acceptance test exactly the same as the one conducted at the time of takeover of maintenance shall be conducted by the contractor at his cost. Personnel sponsored by RDSO will be allowed to observe maintenance work by contractor for a period of two weeks prior to termination of the contract to gain practical knowledge on the maintenance of the systems and the acceptance test mentioned above will be conducted in their presence

	<p>t. <b>Confidentiality:</b> Contractor (in such capacity, the receiving party) acknowledges and agrees to maintain the confidential information (as hereafter define) provided by RDSO (in such capacity the disclosing party). The receiving party shall not disclose or disseminate the disclosing party's confidential information to any person other than those employees, agents, contractors, sub-contractors and licensees of the receiving party, or its affiliates, who have a need to know it in order to assist the Receiving Party in performing its obligations, or to permit the Receiving Party to exercise its rights under the Contract</p> <p>u. <b>Intellectual Property Rights:</b> Contractor agrees that all deliverables delivered by Contractor, specifically for RDSO together with any associated copyright send other intellectual property right, shall be sole and exclusive property of RDSO provided all the payments due to Contractor for the deliverables rendered under this Contract have already been paid by RDSO. Nothing contained herein shall relive either party of its confidentiality obligations with respect to the proprietary and confidential information or material of the other party. RDSO warrants that the material provided by RDSO to Contractor are duly owned or licenced by RDSO.</p>
<p><b>Payment &amp; Penalties Terms</b></p>	<p>1. <b>Payment Terms:</b> The RTGS/NEFT payment, in equal instalments of contract cost (accepted and agreed by RDSO, shall be made after expiry of each semester (6 Months period)) on submission of bill. The submitted bill will be verified and forwarded to Finance Wing of RDSO, for arranging payment.</p> <p>2. The bills for payment should include the details of service tax applicable and PAN details, Account details, IFSC code, GSTTIN.</p> <p>3. <b>Penalty Clause:</b> 0.5% of the total maintenance charges payable during the half yearly bill for every hour or part thereof for the failure in the up condition of the server, beyond the limit of 24 hours after the customer logs the complaint in complaint register.</p> <p>a. The penalty for each bill, will be maximum up to 50% of the maintenance charges payable during the half early bill.</p> <p>b. The contractor shall guarantee 95% up time efficiency for each server along with its peripheral i.e., maximum down time for each system shall be 5%. The down time in hours shall be calculated half yearly. If uptime time efficiency is less than 95%, Rs.500/ per percentage down time will be charged beyond the 50% of maintenance charges.</p> <p><b>Uptime efficiency:</b> The system is up means both hardware &amp; software along with running web based applications are in proper function. Uptime efficiency shall be calculated semester wise as in working hours.</p> <p style="text-align: center;"><math display="block">\text{Uptime efficiency} = (\text{Uptime} \times 100) \div (\text{Total time in the period mentioned in bill}).</math></p> <p>In case the firm will not fulfil the clause of preventive maintenance ( mentioned in Point No.2 under "Scope of Work Heading") than Rs.500/-will be charged for every quarter beyond the 50% of maintenance charges.</p> <p>c. In case, the equipment remains defective for more than 15 days, then RDSO shall be free to get repaired from open market and the amount incurred on its repair shall be deducted from the bill of contractor. This deduction will be in addition to the penalty imposed vide penalty clause. Maximum penalty 50% will not covered under this deduction</p>
<p><b>Date of Submission &amp; Opening of Sealed Quotation</b></p>	<p>The Quotation offer along with credentials and a signed copy of this quotation notice (each page of this quotation notice should be signed and stamped) must be enclosed in a sealed cover super scribed "Quotation for Comprehensive Annual Maintenance Contract of Two Servers Namely Dell Power for the period of two years" so as to reach this office not later than 14:30 hrs. on <b>09-11-2020</b>. The quotations will be opened at 15:00 hrs. on the same day. In case for any reason the office is closed on the date on which the quotation is scheduled to be opened as mentioned herein, these will be opened at the same time on the next working day and all the clauses will hold</p>

	good. The offer must include the signed each page of this quotation notice otherwise the offer may liable to be rejected.				
<b>Schedule of Rate</b>	The schedule of rate should be filled in. The Format is produced below:				
	<b>Work of Comprehensive Annual Maintenance Contract of Two Servers Namely Dell Power for the period of two years</b>				
	<b>Total Amount (Inclusive of Taxes)</b> (Estimated cost inclusive of taxes= Rs 1,46,502/- 0)	<b>AMC Rate per year in Rs.</b>		<b>Total AMC Rate for 2 years in Rs</b>	
		Col (1)		Col (1) x 2 = Col (2)	
		In Figures	In Words	In Figures	In Words