

**GOVERNMENT OF NATIONAL CAPITAL TERRITORY OF DELHI**  
**OFFICE OF COMMISSIONER OF EXCISE, ENTERTAINMENT & LUXURY TAX**  
**L-BLOCK, VIKAS BHAWAN, I.P. ESTATE, NEW DELHI-110002**

**TENDER DOCUMENT**

Department of Excise, Entertainment and Luxury Tax, Govt. of NCT of Delhi invites limited quotations from the reputed firms for the **Annual Maintenance Contract of Network/LAN Infrastructure (LAN Nodes and Switches/Router)** as mentioned at **Annexure-I**.

Technical and Commercial Bids will be opened on 23<sup>rd</sup> May 2018, at 12:00 pm and 3:00 pm respectively, in the room of Sr. System Analyst, Computer Branch, IInd Floor, L-Block, Vikas Bhawan, IP Estate, New Delhi-110002 in the presence of tenderers who may wish to be present. Commissioner, Excise Entt. & Luxury Tax reserves the right to accept or reject any tender or all the tenders without assigning any reason thereof.

**1. TERMS & CONDITIONS OF THE ANNUAL MAINTENANCE CONTRACT OF THE NETWORK/LAN INFRASTRUCTURE (LAN NODES AND SWITCHES/ROUTER).**

1.1 The firm shall truly & faithfully carry on the maintenance job as is done by the services/business houses in proper manner/standard fashion for the annual maintenance of the of Department of Excise, Entertainment & Luxury Tax., Govt. of NCT of Delhi as mentioned in **Annexure-I** to the full extent and its satisfaction initially for a period of one year from the date of commencement of Contract.

1.2 Technical Evaluation Criteria/ Documents to be submitted along with the Bid:

<b>S.No.</b>	<b>Criteria /Document Required</b>	<b>Basis for evaluation</b>
1.	GST Certificate issued by GST Authority.	Valid GST Certificate.
2.	Permanent Account Number (PAN).	PAN.
3.	Income tax return/statement.	Income Tax Return for last three financial years i.e. 2014-15, 2015-16, 2016-17
4.	Income Expenditure/Profit & loss/Balance Sheet.	Income Expenditure/Profit & loss/Balance Sheet for last three financial years i.e. 2014-15, 2015-16, 2016-17.
5.	Performance/Experience Certificate regarding AMC of Network/LAN Infrastructure in the Govt. /PSUs from the firms.	Performance/Experience Certificate for last three years.

- 1.3 Successful bidder shall have to submit a Performance Guarantee/Security Deposit/FDR of Rs.10,000/- (5-10% of tender value) in favour of **DDO, Excise** which shall be valid for a period of 60 days beyond the completion of the contract.
- 1.4 The Performance Guarantee/Security Deposit/FDR will be refunded after completion of 15 months from the date of Award of Contract.
- 1.5 Rates should be quoted in the Prescribed Performa for each item separately as per the format given at **Annexure-I**.
- 1.6 The Annual maintenance includes regular maintenance of the LAN Nodes and LAN Switches/Router and all accessories/ or replacement of all such hardware/items necessary for them in prefect working order and condition at all the times during the period of the AMC from any defects/disturbance or any unscheduled call for corrective and maintenance services, by taking appropriate steps on time to set right the full functioning of Network Infrastructure (LAN Nodes and Switches/Router).
- 1.7 The replacement of all spares of hardware is included under the AMC. Defective parts will be replaced with good and standard quality spares by the vendor without any extra charges of any kind.
- 1.8 The Annual maintenance shall be carried out at Excise, Entertainment & Luxury Tax Deptt, Govt. of NCT of Delhi, L & N-Block Vikas Bhawan, New Delhi, or wherever the LAN Nodes & Switches/Router have been installed. In case the vendor feels that the equipment cannot be repaired at Excise Department premises will carry and deliver the equipments at their own cost and risk to get it repaired promptly and provide standby forthwith in lieu thereof.
- 1.9 All repairs and servicing of equipment shall be carried out onsite. In exceptional circumstances where the equipment/component is/are to be taken to the companies premises/service centre for repair standby component shall be made available. The equipment being taken to the workshop for repair would be at company own risk and expenses.
- 1.10 The replacement of components or equipment shall be as per manufacturer's instruction under orders of Sr. System Analyst, Computer Branch.
- 1.11 Any damage or loss caused to equipments due to negligence, mishandling shall be made good by contractor either by payment in cash at the prevailing market price of the equipment/items or by replacing equipment/item of same make and specification.

- 1.12 The contractor shall maintain and use genuine/original components for replacement wherever needed.
- 1.13 The system down time should not exceed 24 hours from the time at which the complaint was made. In case, the LAN Node is not repaired/replaced within stipulated time, the Department may elect/choose to get the same repaired or replaced from any other outside agency and the cost & expenditure incurred therein shall be recovered from the vendor.
- 1.14 In case, the Switch/Router is not repaired or standby is not provided within 48 hours, the Department may elect/choose to get the same repaired or replaced from any other outside agency and the cost & expenditure incurred therein shall be recovered from the vendor.
- 1.15 The vendor will replace the old/broken wires from LAN point to switch and along with the wires are in loose condition. It will be installed under the conduit pipe/channel installed in Excise Department premises during AMC period without any extra charges.
- 1.16 The Department reserves its right to terminate the contract at any time before the expiry of contract period, if the work of the vendor is not found to be satisfactory and forfeit the Performance Guarantee /Security deposit.
- 1.17 It will be at the discretion of the Department to make inquiries either itself or through any of the officials of this officer to judge the suitability and capability of the vendor.
- 1.18 The terms of a contract, including the scope and specification once entered into, will not be materially varied.
- 1.19 The Department may accept the tenders at any time within period of 90 days from the date of submission of tenders and the rates quotes will be valid during the entire contract period.
- 1.20 This Department may impose further liquidated damages as it think fit for any delay/defective work or material etc.
- 1.21 The rates quoted shall be inclusive of all taxes and charges including GST.
- 1.22 This Department reserves the right to accept or reject any tender without assigning any reason whatsoever.

- 1.23 All equipment installed in the department and mentioned in **Annexure-I** can be inspected before quoting rates. Deficiency noticed, if any, may be brought in writing to the notice of the department so that the same is set right by the existing service provider, before handing over to the new firm or charges for rectifications of the faults may be quoted separately.
- 1.24 Fault intimated and/or noticed after award of the contract shall be rectified by the firm awarded with the contract at no extra cost.
- 1.25 The annual maintenance shall be carried out primarily at the premises of the Excise. Entertainment & Luxury Tax Deptt, Govt. of NCT of Delhi, L & N-Block Vikas Bhawan, New Delhi, during office hour. In case, the firm feels that the equipment cannot be repaired at site, they will carry and deliver the equipment at their own cost and risk to get it repaired promptly.
- 1.26 Responses time for maintenance call should not exceed 2 hours.
- 1.27 The environment/conditions in which the networking equipments are presently installed are quite satisfactory and the firm shall not raise any objection with regard to the working environments for the equipment covered under AMC.
- 1.28 The firm shall maintain proper Complaint Logbook which will be duly signed by the engineer and the owner/user of the equipment.
- 1.29 In the event of non-satisfactory conduct of maintenance services, Head of Department (HOD) shall have the right to terminate the Annual maintenance contract.
- 1.30 The selected vendor shall not assign this agreement or any part thereof, or any benefit there under without the consent of Excise, Entt. & Luxury Tax Department, Govt. of NCT of Delhi, to any other party.
- 1.31 The bids submitted shall be valid for 90 days from the last date of submission of commercial bids.
- 1.32 Commissioner, Excise Department GNCTD reserves the right to accept or reject any or all tenders without assigning any reason.

## **2. PERFORMANCE GUARANTEE**

- 2.1 The firm awarded with the AMC deposit a Performance Guarantee in the form of Security Deposit for an amount of 5-10% of total AMC value in the form of Bank Guarantee in favour of **DDO, Excise** valid for a period of 60 days beyond the completion of contractual obligations of the contract. No interest shall be paid on the Security Deposit/Performance Guarantee. The performance guarantee will be refunded after completion of 15 months from the award of the contract.

## **3. CONTRACT PERIOD**

- 3.1 The validity of the Annual Maintenance Contract shall be initially for one year from the date of award of the contract. This can be extended further subject to satisfactory services by the firm. Department may renew the AMC at the same rates and terms and conditions for next one year subject to the approval of HOD.
- 3.2 The company has to give three months notice in advance before cancellation of the contract. Contravention of the same would lead to forfeiture of Performance Guarantee along with all outstanding dues.
- 3.3 In the event of non-satisfactory performance of maintenance services by the firm, Excise, Entt. & Luxury Tax Department, Govt. of NCT of Delhi shall have the right and discretion to terminate this agreement by giving one-month notice and to forfeit the proportionate amount from the security deposited by the firm.

## **4. FORCE MAJEURE:**

- 4.1 The Excise, Entt. & Luxury Tax Department, Govt. of National Capital Territory of Delhi or the firm, against the other in case, of any failure or omission or calamities such as fires, floods, Earthquakes hurricanes, or civil strikes, under any statute or regulations of the Government, Lock – outs, strikers riots, embargoes from any political reasons beyond the control of any part including war (whether declared or not), civil war (whether declared or not), civil war or state of insurrection shall give notice to other party within 15 days of the occurrence of such incident that on account of the above event the notifying party has delayed the performance of its work as it was beyond its reasonable control and it has not due to negligence or default on its part.
- 4.2 Either party, as and when gives notice of force majeure shall provided conformation of such event in the form of a certificate from the Government Department or agency or Chamber of Commerce. The parties shall be relieved of their respective obligations and the extent their performance is affected by such an event of force major provided notices as above are given and the event of force major is established as provided herein above

## **5. PAYMENT TERMS:**

- 5.1 The AMC charges shall be payable to the firm in four equal quarterly installments and paid at the end of each quarter of AMC period after satisfactory service and deducting penalties, if any.
- 5.2 Any increase or decrease of Government taxes, duties or prices of components, etc. will not affect the Annual Maintenance Contract rates during the entire period of Contract.

## **6. ARBITRATION:**

- 6.1 In the event of any question, disputes or difference arising between the parties relating to the interpretation and application of these provision of agreement such disputes or differences shall be resolved amicably by mutual consultation and on failure to do so shall be referred for arbitration to the Hon'ble Lt. Governor of Delhi. The decision of Arbitration to the Agreement in this regard shall be final and binding upon both the parties.
- 6.2 The parties shall continue to perform their obligations under the agreement during arbitration proceedings.
- 6.3 The venue for arbitration will be New Delhi.

## **7 PROCEDURE FOR SUBMISSION OF BIDS**

- 7.1 Commercial bids should contain item wise rates as per format mentioned in Annexure-I

**Important Notice: All intending bidders are advised in their interest to inspect all equipments prior to submission of commercial bids during the working hours of the department.**

## Annexure-I

### (PRICE BID)

S.No.	Description	Quantity(Units)	Unit Price (Rs.) (inclusive all taxes)	Amount(Rs.) (inclusive all taxes)
1	LAN Nodes (including cables)	190		
2	Cisco WS-C2960S-48TS-L Switch	5		
3	Cisco WS-C2960S-24TS-L Switch	2		
4	Cisco2911-Sec/K9/ Router	1		
<b>Total</b>				

**Note: Number of equipment may vary and the payment shall be made as per actual basis.**

**\*L1 bidder shall be decided on the basis of Grand Total.**

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**L-BLOCK, VIKAS BHAWAN, I.P. ESTATE, NEW DELHI-110002**

No.F.1(70)/CE/CB/2009-10/Vol-I/

Dated:

To,

M/s

**Sub: Request for Annual Maintenance Rates for Network/LAN Infrastructure (LAN Nodes and Switches/Router)**

Sir/Madam,

Please quote your most Competitive rate for the above mentioned work. The description of LAN Nodes/Equipments is given in **Annexure-I**. You should quote your rate in sealed envelope as per format mentioned in **Annexure-I**. The documents should be sent in two separate sealed envelopes containing Technical and Financial Bids respectively. Tender Document containing Terms & Conditions of the Tender is enclosed.

You are advised to visit the office to see the equipment/hardware on any working day between 3.00 p.m to 5.00 p.m.

The sealed envelopes should reach the **Computer Branch, Department of Excise, Entt, & Luxury Taxes, L-Block, Vikas Bhawan, I.P. Estate, New Delhi-110002** by **23<sup>rd</sup> May 2018, 12:00 p.m.** The Technical and Commercial Bids will be opened separately.

Thanking You

Yours faithfully,

(J.B.M. Ganesh Kumar)  
Sr. System Analyst

Encl.: as above



