

WEST CENTRAL RAILWAY

OFFICE OF THE
CONTROLLER OF STORES,
GM's OFFICE, 1ST FLOOR
INDIRA MARKET, JABALPUR

Tender Document

Tender No.WCR/S-HQ/MMIS/AMC/rp 3440 Server. Dated- 24.06.2016

Material Management Department

Due Date- 26.07.2016

The Controller of Stores, West Central Railway, Jabalpur invites sealed **Advertise Tender** for and on behalf of the president of Union of India from the experienced contractors who fulfill the eligibility criteria for the work mentioned below. Tender Forms will be sold up to 11.00 hrs up to the opening mentioned against the tender notice and the tender box will be sealed at **12.30 hrs** and will be opened at **12.45 hrs.** on the same date.

Sr. No.	Name of Work	Place of Work	Approx Cost of Works (Rs.)	Earnest Money Deposit (Rs.)	Cost of Tender Document(Rs.)	Work duration
1	Annual Maintenance Contract for Data Base Backup Server RP-3440 Machine (As per terms & conditions & enclosed specification attached)	Server Room, COS Office, WCR/ Jabalpur	8.40 Lakhs	16,800.00	2,000.00	Three Years

1. Tender received by Registered post/Speed post will also be entertained provided that same should reach this office before 12.30 hrs. up to the due date of opening of the tender. However, the Railway will not be responsible for the postal delay in receiving tenders. The completed tender in sealed envelope indicating the tender notice no. and date of opening on top, should be addressed to Controller of Stores, West Central Railway, 1ST Floor, Core Building, GM's Office, Indira Market, Jabalpur(M.P.) Pin-482001.
2. The DD, FDR's for earnest money deposit & tender cost submitted by tenderer should not be of Garmin Bank it should be from Reserve Banks, nationalized/scheduled banks.
3. The DD, FDR's should be only in favor of **FA&CAO/W.C.Rly., Jabalpur and payable at Jabalpur.**
4. The tender documents duly filled can be dropped in the tender box in the office of **COS/WCR/Jabalpur** on the date above mentioned.
5. If the date of opening happens to be holidays, the tender shall be opened on the next working day.
6. Tenderers are requested to please submit the credentials along with the tender form. Documents submitted after opening of tender shall not be entertained.

7. Tender box will be kept ready at least 10 days before the last date of receipt of the tender.
8. Offer shall remain valid for a period of 90 days from the date of opening.
9. Tenderers are requested to note the revised General Conditions of Contract, which is circulated by Rly. Board vide L. No. 2003/ce-I/CT/4/PT.I dated 12.05.06 & dated 30.05.06.
10. Rate of AMC Charges should be quoted by the firm with above terms and conditions in the enclosed annexure.
11. Firm has to sign each page of tender condition.

Apart from the above information the following documents may be submitted along with the tender:-

- a) List of personnel, Organization. (b) List of works completed, organization for whom executed, approximate value of contract, date of award and date of completion.(c) List of works on hand indicating description of work, contract value, etc.
- a) Tender documents are also available on our website www.wcr.indianrailways.gov.in
In case if the tender document is down loaded from the website, it must accompany with cost of tender form as mentioned in the above table without cost of tender, the offer shall not be considered.
- b) Tenderer, who downloads the tender documents from the website, will be responsible for checking corrigendum, if any issued by the Railway, on the website from time to time and submit the tender only.

Sr. Material Manager/E
West Central Railway
For and on behalf of the president of Union of India

D.A.: Tender of Agreement, Scope of the AMC Coverage, etc in Eleven (11) Pages.

Tender Special Conditions for entering in Annual Maintenance Contract to Maintain the Data Base Risc Server rp-3440

1.0 Terms of conditions of contract: -

- 1.1 The contract over & above to the special conditions will be given by General Condition of Contract applicable of Rlys for all works contract.
- 1.2 The duration of the agreement will be for **three years**.
- 1.3 Further extension, if required will be made on mutual agreement.
- 1.4 The agreement will be renewed every year. In the event of not being able to maintain the Data Base Server/equipments satisfactory, their contract will be terminated at their risk and cost, without any further reference to them.

2.0 Place of work:

The site of the work is at office of the, Controller of Stores, 1st floor, Indira Market, West Central Railway, Jabalpur 482002.

3.0 Eligibility criteria/Credentials:

Firm is to be submitting Credentials with their offer in support of:

- 3.1 Firm should quote with the recent authorization from OEM i.e. HP.
- 3.2 List of personnel, with above qualifications and experience to be deployed in the AMC should be enclosed.

4.0 Scope of the AMC Coverage:

- 4.1 All the server equipment given in the enclosed schedule & their operational accessories to the AMC systems will be covered.
- 4.2 The AMC will cover all equipments comprising Hardware components, System Software, OS Software, pre-loaded software packages, Antivirus managements etc.
- 4.3 Additional systems will be added at any point of time, within the upper limits.
- 4.4 **Fully ON-SITE coverage** is expected. In exceptional cases, if the Machine(s)/accessories are required to be taken to the premises of the firm, proper stand-by provision should be made by them, so that (HQ. MODULE) MMIS WCR work does not suffer.
- 4.5 The WCR will not make any arrangement for transportation of defective Accessories, Equipment, etc, if required to be taken to premises of the firm for repairing and the same have to be arranged by the Firm at their cost.
- 4.6 Gate-pass for taking out the defective material(s) will be issued by COS office.
- 4.7 Restoration work of system will have to be done at the earliest opportunity including office holidays. Firm can request for special booking of WCR HQ. Staff on office closed days, for carrying out these activities.
- 4.8 All repairs being free, except those caused by misuse, by users and fire from non-AMC listed sources.
- 4.9 Periodic cleaning of the exterior of the systems like fans, general dust accumulation, oily stains on Server, Cleaning of Server interior etc. This

work has to be done with proper equipment like vacuum cleaners, brushes and safe chemicals etc. to be available with firm. Periodicity of these works will be with preventive attention schedule.

- 4.10 Virus Management: If there are any virus attacks in between the same will be rectified by AMC contractor.

5.0. FULLY COMPREHENSIVE:

- 5.1 The AMC will be of fully comprehensive coverage type. It will cover all services & spares required, except those specifically excluded to keep the systems in their best working condition.
- 5.2 All hardware items found defective shall be replaced free of cost by the firm.
- 5.3 All parts of the system will be included in the comprehensive coverage.
- 5.4 Any items, if excluded by the firm, must be clearly indicated & agreed by WCR. For such items, coverage rates linked to market prices must be separately quoted.
- 5.5 Repairable parts will be part of the comprehensive coverage.
- 5.6 All spare parts supplied, as part of AMC, should confirm to the OEM of the particular system.
- 5.7 Suitable OEM arrangements to be ensured for spares. All replacements of parts will have to be with equal or higher specifications.
- 5.8 Maintenance service shall consist of both preventive and corrective maintenance of all Equipment.

6.0 PREVENTIVE MAINTENANCE:

Preventive maintenance shall include:

- 6.1 Preventive maintenance shall include checking of general system (HW & SW) health and vacuum cleaning of interiors and exterior, fans, etc.
- 6.2 Preventive maintenance should be done at least every 1 month.
- 6.3 The Schedule (day/timings and down time allowed) for such preventive maintenance will be decided in consultation with "MMIS cell" authorities.
- 6.4 Completion Reports will include preventive schedule.

7.0. CORRECTIVE MAINTENANCE:

Corrective maintenance shall include:

- 7.1 Rectification of faults in case of total failure of the system and its peripherals and equipments.
- 7.2 Rectification of any malfunctioning of the equipments and the System Software like Operating System Software.
- 7.3 Supply of all spare parts and replacement of defective parts.
- 7.4. Immediate standby arrangement, if equipment accessories to be taken at firm premises for repair/corrective action if any.

8.0 INFORMATION CHANNELS FOR FAULT REPORTING:

- 8.1 Firm must provide the name, Phone nos. /Mobile no. /E-Mail address, etc, with the escalation piramid.

9.0. DATA SAFETY:

9.1 before undertaking major repairs, the firm should ensure safety of user data. If required, the firm should have suitable back-up arrangements. (e.g. imaging the HDD).

9.2 To minimize the disruption of office work due to OS problem etc., firm should use disk partitioning and imaging tools to keep good working state image of the OS partitions, in fixed or removable media. These images should be used to quickly restore the system to working state. The firm should load back all the legal software packages available with user.

9.3 In addition to data safety firm should maintain secrecy of information while handling data of RISC Server.

10.0. HOURS OF SERVICE:

10.1 Firm shall provide required support services by way of actual maintenance by firm Engineers during the shift operation (09:30 hours to 18:00 hours).

10.2 Maintenance service shall be provided six days a week and keeps the equipment in good and efficient working order during the contract period.

10.3 Maintenance service is normally not required on Sundays and Gazetted Holidays.

10.4 Occasionally, as needed, Firms engineer will attend complaints at the office of the, Controller of Stores, West Central Railway, Jabalpur beyond the stipulated duty hours, and on holidays/Sundays.

11.0. RESPONSE & REPORTING:

11.1 Any problem reported to the firm shall be responded by the firm within one hours of reporting and resolution time 4 hours (on same day) must be arranged to make the system operational so that the "MMIS" work is not affected adversely.

12.0. CRITERIA FOR FAILURE CALCULATION AND CORRESPONDING PENALTY:

12.1 Penal charges of 0.25% of the AMC charges/day for applicable downtime, subject to maximum penalty not to exceed 0.25% of AMC value for the year.

12.2 If Rlys wants the service of firm Engineer outside the two shift operations. The firm shall make available to the Rlys such services on mutually agreed terms.

12.3 Records of such delays will be maintained along with the date and time of reporting and attending a complaint and these will be endorsed by the attending Engineer from firm.

12.4 The downtime starts from the time of fault reporting and will stop at repair/stand by provision. Downtime registers to be maintained by HQ. for respective servers available with them.

12.5 Failure on the part of firm to provide maintenance support services as contemplated above shall entitle WCR to recover from firm extra cost that WCR may be put to both by way of computer time hired

from outside agencies for performing its jobs and maintenance of computer hardware by another agency or as an in house effort.

12.6 The amount recoverable from firm shall be determined by WCR who shall have the right to adjust such amount from any dues payable by any of the organization of the Indian Railways to firm, in the event of firm failure to settle WCR's claims in this regard within a reasonable period.

13.0 OTHER TERMS AND CONDITIONS

13.1 The firm undertakes to keep ready at all times a group of higher level designated experts, who can be rushed to CUSTOMER as and when required.

13.2 Either party shall not assign or sublet its obligations under this agreement or any part there of without the other's written acceptance.

13.3 The Offer/contract will be governed by the "**General Condition of Contract**" as applicable to WCR.

14.4 In case of any dispute, Controller of Stores decision will be final.

14.0 PAYMENT TERMS:

14.1 Bill passing officer will be AMM/WCR/JBP and bill paying officer will be FA&CAO/WCR/JBP.

14.2 Payment will be done any after satisfactory maintenance of remarks certified by AMM/WCR/JBP on quarterly basic.

14.3 (i) In case of advance payment bank guarantee of equal amount must be submitted. If bank guarantee is not submitted payment should be quarterly basic after the service is rendered.

(ii) In the event of the failure on the part of contractor/firm to take up maintenance servicing/repair as stipulated in the terms and conditions, the advance maintenance charge paid shall be returned to the customer viz. West central Railway at once with interest.

(iii) In case of delay in remittance of the advance by the firm, the Railway administration shall be entitled to adjust this amount against other advances/payment due in respect of any other equipment, for which a contract has been entered into, either afresh or on renewal basis.

(iv) Advance payment to firms for maintenance of any type of equipments should not exceed Rs. 2 lakhs in any single case.

15.0 SECURITY DEPOSIT:

15.1 **Requirement of EMD, SD:** EMD & SD is exempted on submission of valid authorization letter from OEM.

16.0 PERFORMANCE GUARANTEE:

16.1 The successful bidder should give a Performance Guarantee in the form of an irrevocable bank guarantee amounting to 5% of the contract value, in favour of FA & CAO West Central Railway/Associated finance officer.

16.2 The Performance Guarantee should be submitted by the successful bidder after the letter of acceptance has been issued, but before signing the agreement. The agreement should normally be signed within 15 days after issue of Letter of Acceptance and the Performance Guarantee should also be submitted within this time limit. This Guarantee should be initially valid up to

the stipulated date of completion plus 60 days beyond that. In case the time of completion of work gets extended, the contractor shall get the validity of Performance Guarantee extended to cover such extended time for completion of work plus 60 days.

- 16.3 The Performance Guarantee shall be released after the physical completion of the work based on the completion certificate issued by the competent authority stating that the contractor has completed the work in all respect satisfactorily. The security deposit, however, shall be released only after the expiry of maintenance period and after passing the final bill based on no claim certificate,
- 16.4 Wherever the contract is rescinded, the security deposit shall be forfeited and the Performance Guarantee shall be encashed and the balanced work shall be got done independently without risk and cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work either in his/her individual capacity or as, a partner of any other JV /partnership firm.
- 16.5 The Engineer in charge shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not with-standing and or without prejudice to any other Provisions in the contract agreement) in the event of -
- (i) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer in charge may claim the full amount of the Performance Guarantee,
 - (ii) Failure by the contractor to pay President of India any amount due either is agreed by the contractor or determined under any of the clauses / conditions of the agreement, within 30 days of the services of notice to this effect by Engineer in charge.

17.0 TERMINATION OF CONTRACT:

- 17.1 In the event of firm conveying to CUSTOMER their desire to discontinue maintenance and arrangement of supply of spare parts for the server hardware under this contract, The firm shall give CUSTOMER at least one year prior notice of such discontinuance, during which period CUSTOMER or a third party nominated by CUSTOMER shall have right to raise orders for life time requirement of kits of parts and spare parts on terms and conditions to be mutually agreed upon by the parties.
- 17.2 The contract can be terminated by the railway administration by giving one Quarter prior notice.

18.0 CARE OF EQUIPMENTS:

- 18.1 CUSTOMER shall give the firm full access to the equipment to enable to provide maintenance service and will make available to the firm an appropriate staff that is familiar with the CUSTOMER's programs and will provide suitable. Working space, facilities and suitable safe storage for maintenance of equipments and spare parts.

- 18.2 The CUSTOMER will take care of the equipment, house it in suitable Conditions and follow such instructions on these matters and observe instructions as given by firm from time to time.
- 18.3 Any need for alteration, attachment, Repair, adjustments and shifting of equipment will be intimated and made in consultation with firm.
- 18.4 No equipment or part there of shall be moved except by firm or with firm written consent.
- 18.5 The firm will be prepared to move the place of original installation into a different place or locations, if so desired by the customer provided 15 days written notice in advance is given in that behalf by the CUSTOMER.
- 18.6 All costs, charges and expenses in respect of moving the equipment or part thereof including costs, charges and expenses for dismantling, reinstallation, testing and commissioning shall be payable by the firm.

19.0 NOTICES:

All notices shall be writing in English language and given at address at forth below or to any other address for which notice is subsequently given in writing. Controller of Stores, West central Railway, Core building, 1st floor, Indira Market, Jabalpur.

20.0 Rate of AMC Charges: Firm should quote basic rate, taxes as applicable separately.

21.0 Firm has to sign each page of tender condition.

For Controller of Stores

Annexure

Schedule of Rates for entering into Annual Maintenance Contract to Maintain the Data Base Rise Server RP-3440

SR.NO.	QTY OF SERVER	OFFICE OF THE	AMC CHARGES/PER YEAR
1	01No.	COS Office, HQ, Jabalpur	
Total AMC charges			
In Words :			
Total AMC Charges for three year			
In Words			

Signature and Seal of the firm

WEST CENTRAL RAILWAY
TENDER FORM (FIRST SHEET)

Tender No.dated.....

Name of Work:

To
The President of India,
Acting through the Controller of Stores
West central Railway, Jabalpur.

1. we M/s.....,.....have read the various conditions to tender attached here to and agree to abide by the said conditions. I/We also agree to keep this tender open for acceptance for a period of **90** days from the date fixed for opening the same. I/We offer to do the work for West Central Railway, at the rates quoted in the attached schedule and hereby bind myself/ourselves to complete the work in all respects within stipulated time.

2. I/We also hereby agree to abide by the General Conditions of Contract corrected up to printed advance correction slips corrected up to the date of tender opening and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by Railway in the annexed Special Conditions/ Specifications and the Central Railway Works Hand Book Part III corrected up to printed/advance correction slip corrected up to the date of tender opening sanitary Works Hand Book corrected up to printed/advance correction slip corrected up to the date of tender opening Schedule of Rates of WCR corrected upto printed/advance correction slip corrected up to the date of tender opening for the present contract.

3. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.

Signature of Witnesses.....
(1)

Signature Tenderer(s).....
Date:
Address of the Tenderer(s):

CONTRACTOR'S AGREEMENT

I offer to do the work at the rates entered on the schedule of rates on the reverse, which I have signed, and I understand that no fixed quantity of work is given to me to do that in starting work I am only given a place to work in or to deposit materials on, and that I have no claim to more than one unit of work as entered in the Schedule of Rates. I agree that all works done and materials delivered shall be subject to the approval of the Engineer in Charge, who may; reject and decline to pay for whatever may be in his opinion inferior or defective of either and I agree that the Standard specifications contained in the Works Hand Book Part III, corrected up to the date of opening of tender and Sanitary Works Hand Book corrected up to the date of tender opening on so far as they are not over-rule by items of this agreement, shall be deemed part of this agreement.

I agree that no work under this work order shall be assigned or sublet without the previous written approval of the Engineer.

I agree that my work may be stopped at anytime by the Engineer on his giving me or my agent on the works seven days notice on writing and I agree that the measurement of my works shall be made by the Engineer at any time appointed by him writing subsequent to the expiry of the said notice and Measurement shall be made by him at the said time whether I am present or not and that on payment for work done and approved materials delivered at site of work as ascertained by the said measurement, I shall have no further claim against the Railway and I agree that any dispute arise on matters connected with this agreement, the same shall be referred to a person to be nominated in this behalf by the COS West Central Railway, Jabalpur for the time being of the Railway, whose decision in writing shall be final and binding on both parties.

I agree that any claim I have to make shall be made in writing within seven days of date of measurement taken by the Engineer as aforesaid and that any claims in respect of such measurement made more than seven days after taking of such measurement shall be deemed to have waived by me.

I agree to indemnify the Railway against any claims which may be made under Workmen's Compensation Act 1923.

WITNESS

Name:

Address:

CONTRACTOR

Name:

Address:

Note:-If the agreement is for a work for which a special act of the Legislature exists, e.g. the Indian Mines Act the agreement should include a clause indemnifying the Railway against all claims arising of provision of such Act.