

F. No. 4/5/2022-G.II
UNION PUBLIC SERVICE COMMISSION
(SANGH LOK SEVA AYOGE)
Dholpur House, Shahjahan Road,
New Delhi -110069

NOTICE INVITING TENDERS

Online bids are invited under two-bid system for award of a comprehensive Annual Maintenance Contract (AMC) of Rack Servers from Original Equipment Manufacturer (OEM)/authorized dealers/suppliers/distributors/channel partners of the OEM who have experience in this field. The technical details and scope of work are indicated in Annexure-I of this document. **Manual bids shall not be accepted.**

Tender documents may be downloaded from UPSC website www.upsc.gov.in (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule given in **CRITICAL DATE SHEET** as under:

CRITICAL DATE SHEET

Date of Publishing on CPP Portal	28.11.2022
Document Download Start Date	28.11.2022
Document Download End Date	19.12.2022
Bid Submission Start Date	28.11.2022
Clarification Start Date	28.11.2022
Clarification End Date	08.12.2022
Last Date & Time for Uploading of Online Tender	19.12.2022 (1700 hrs)
Date & Time for Opening of Technical Bids	20.12.2022 (1715 hrs)
Earnest Money Deposit (EMD)	Rs 2,25,000/-

Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>.

Bidders are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>'.

Bid documents may be scanned with **100 dpi** with black and white option which helps in reducing size of the scanned document.

GENERAL TERMS & CONDITIONS

1. Procedure of Submission of Bids:

Bids should be submitted through **Central Public Procurement Portal (e-procurement)** only.

The tender shall be submitted online in two parts, viz., **Technical Bid** and **Price Bid**.

All the pages of bid being submitted must be **signed and sequentially numbered** by the bidder irrespective of nature of content of the documents before uploading. The offers submitted by Fax/e-mail or any other mode shall not be considered. No correspondence will be entertained in this regard. The **hard copy** of original instruments of Earnest Money Deposit (EMD) of **Rs 2,25,000/-** in the form of a Demand Draft/Pay Order/FDR payable to the Secretary, UPSC must be delivered **to UPSC** on or **before the last date/time** of submission of online bids as mentioned in **critical date sheet**.

(i) TECHNICAL BID

The bidder should submit the following documents mentioned in the Check List as at Annexure – VI duly signed by the authorized signatory along with the Technical Bid viz.:-

- a) Signed & scanned copy of Registration Certificate/Certificate of Incorporation of the company as proof that the bidder is a legally valid entity either in the form of a Limited Company or a Private Limited Company registered under the Companies Act, 1956 and at the same time should have been in existence for at least 7 years as on the date of opening of bid. Bidders in the form of JV/consortium, Proprietorship or Partnership firms are not permitted;
- b) Signed & scanned copy of PAN card;
- c) Signed & scanned copy of ISO 9001 Certification;
- d) Signed & scanned copy of back to back OEM Authorization for maintenance/spares;
- e) Signed & scanned copies of IT Returns of the firm for the preceding three years including the year 2021-2022;
- f) Signed & scanned copy of GST Registration Certificate;

- g) Signed & scanned copies of audited Balance Sheets of the firm for the preceding three years including the year 2021-2022 and certificate from Chartered Accountant (CA) indicating (i) the annual turnover for each of the last three financial years and (ii) the turnover is related only to AMC of Online Servers and Desktop Computers and income from any other source is not included in it as supporting documents regarding annual turnover of **Rs 50 Lakh** or above from services only such as AMC of Servers and Desktop Computers during each of the preceding three years;
- h) Signed & scanned list of organizations where the firm has executed or is executing similar services along with copies of Work Orders during the preceding 5 years;
- i) Signed & scanned copy of Earnest Money Deposit (EMD) of Rs 2,25,000/- or scanned copy of certificate from Kendriya Bhandar, NCCF, NSIC & MSME if claiming for exemption;
- j) Signed & scanned copy of Technical Compliance Statement as at Annexure-II and requisite certificates as at Annexure-III and Annexure-IV.
- k) Signed & scanned copy of details of Resident Engineer to be deployed at UPSC site along with documentary proof of their qualification, age and experience.

(ii) **PRICE BID**

Schedule of price bid must be submitted in the prescribed format (**BOQ.xls format**) only. The bidder will strictly submit the rate in BOQ format in CPP portal as per the proforma prescribed for Price Bid (Annexure-V). Disclosing of quoted rates in any manner in the technical bid will result in summary rejection of the bid. Rates should be quoted exclusive of taxes. Taxes shall be quoted separately along with rates.

2. **Earnest Money Deposit:**

An Earnest Money Deposit (EMD) of Rs 2,25,000/- (Rupees Two Lakh Twenty Five Thousand Only) is essentially required to be submitted along with the tender. EMD shall be deposited in the form of a Demand Draft/Pay Order/FDR from any nationalized bank payable to the Secretary, UPSC at Delhi/New Delhi failing which the bid will be summarily rejected. Kendriya Bhandar, NCCF, firms registered with MSME/NSIC or any organization exempted from submission of EMD under government rules are exempted from submission of EMD on submission of documentary proof.

For other bidders, submission of EMD in prescribed form as mentioned above is mandatory.

- (i) The EMD shall be valid for minimum period of 45 (forty five) days beyond validity of the bid.
 - (ii) The EMD shall be scanned and uploaded to the e-Tendering website within the period of tender submission and original should be deposited in UPSC.
 - (iii) The EMD of the unsuccessful bidders would be returned to them after the finalization of the tender. No interest on EMD would be paid by UPSC, under any circumstances.
3. **Performance Guarantee:** The successful bidder will be required to furnish Performance Security @5% of the total contract value for the three years. The Performance Security shall be in the form of Demand Draft/Pay Order/FDR/Bank Guarantee from any Nationalized Bank or Commercial Scheduled Banks drawn in favour of Secretary, UPSC payable at Delhi and shall be submitted within 15 days of issue of letter of intent. The Performance Security shall remain valid till ninety days of the completion of all contractual obligations. It should be clearly understood that in the event of the work not being completed as per the Scope of Work, the Performance Security is liable to be forfeited. This will be in addition to the liquidated damages/penalties, if any, which may be imposed as specified in the terms and conditions hereto. The EMD would be refunded to the successful bidder on receipt of Performance Security. No interest on Performance Security would be payable by UPSC under any circumstances.

ELIGIBILITY CRITERIA

4. The bidder shall necessarily be a legally valid entity either in the form of a Limited Company or a Private Limited Company registered under the Companies Act, 1956 and should have been in existence for at least 7 years as on the date of opening of bid. Bidder in the form of JV/consortium, Proprietorship or Partnership is not permitted. A proof for supporting the legal validity of the bidder i.e. Registration Certificate/Certificate of Incorporation of the company shall be submitted.
5. The bidder shall be Original Equipment Manufacturer (OEM)/authorized dealers/suppliers/distributors/channel partners of the OEM who have experience in this field. Authorization from OEM shall be submitted by the bidder.
6. The bidder must have the experience of providing maintenance services of Online Servers preferably for ONLINE Servers with specifications as mentioned in the Annexure IA & IB and desktop computers to Govt. organizations/Public Sector companies or reputed private sector firms for at least five years. Experience only for desktop computers will not be considered. A list of organizations where the firm has executed similar services along with copies of at least 2 work orders/purchase orders each with separate organization and satisfactory certificates during the preceding 5 years must be enclosed with the technical bid.

7. The firm should also have a minimum turnover of Rs 50 Lakh per year only from AMC of Online Servers and Desktop Computers. In this regard, the bidder shall furnish copies of audited Balance Sheets of the firm for the preceding three years including the year 2021-2022. Further, the bidder shall submit a **certificate from Chartered Accountant (CA)** indicating (i) the annual turnover for each of the last three financial years and (ii) the turnover is related only to AMC of Online Servers and Desktop Computers and income from any other source is not included in it.
8. The bidder shall be an ISO 9001 certified company. Documentary proof to be attached with the technical bid.

OTHER TERMS & CONDITIONS

9. The online servers proposed to be covered under the AMC are installed at NIC Data Centre, Shastri Park, Delhi and Disaster Recovery (DR) site in Pune. The maintenance support of servers is to be provided on the sites on 24x7 basis.
10. The maintenance service to be provided in respect of the above mentioned equipments shall commence on “as is where is” basis. The firm shall provide Resident Engineer (at Delhi DC only) during the AMC period who will look after the maintenance of these online servers. The tenderer should have technical staff with adequate experience in managing and maintaining of Servers and Desktop Computers. Details of technical staff should be provided along with the technical bid. A technical compliance statement as at Annexure-II to this document duly signed by the authorized signatory should be enclosed with the technical bid.
11. **Resident Engineer at UPSC NIC Data Centre (NDC), Delhi:** The firm will provide Resident Engineer on 8x7 basis for upkeep of the ONLINE Servers on 24x7 basis and ensure minimum response time for attending calls. The resident engineer to be provided should have a minimum qualification of B.E./Recognized Diploma in Electronics & Communications with experience of minimum 2 years in the ONLINE Servers support including OS support WIN server/LINUX support and shall not be more than 35 years of age. The resident engineer must be a regular employee of the organization. Bidder shall mention the qualifications of the engineers and the period of experience in the line and will have to provide documentary proof (copy of educational certificates) in support of its claim in respect of qualification and experience.
12. The system down time should not exceed 6 (six) hours from the time the complaint was made. If the down time is more than 6 (six) hours, the bidder will provide a standby system without any additional cost to UPSC and all expenses for the same including transportation/installation etc. shall be borne by the bidder. In case the system is to be repaired or an alternative system not supplied within the period of 6 (six) hours from the time of reporting the system failure then UPSC has the right to get the same repaired or replaced from any other agency and the cost/expenditure incurred thereon shall be recovered from the successful bidder.
13. **The contract shall be valid for 3 (three) years from the date of award of the contract.** However, Secretary, UPSC at his discretion may extend the contract for a further period of up to 1 (one) year on the same terms, conditions & 3rd year rate.

14. **Evaluation of Bids:-**

- (i) **Evaluation of Technical Bids:-** Evaluation of Technical Bids shall be done on the basis of technical bid documents.
- (ii) **Evaluation of Financial Bids:-**
 - (a) The financial bids of only those bidders would be opened whose technical bids have been approved by the Competent Authority of UPSC after detailed examination of the technical bids.
 - (b) Financial evaluation will be done by taking into account the rates quoted for all the three years. The selection of L-1 will be on the basis of NPV(Net Present Value) as per details given in Annexure-V. However, payment will be made on the basis of year-wise rates quoted by the firm plus taxes as applicable.
 - (c) In case the rates quoted by two bidders are found to be same, the L-1 bidder will be taken as the one who has more cumulative annual turnover for 3 (three) years.
- (iii) **Evaluation under non-acceptance of the offer:-**

The rate of L-1 bidder will be offered to L-2 bidder. If L-2 bidder refuses to accept the offer, offer shall be made to the third bidder (L-3) at the quoted rate of the L-1 bidder. The L-1 bidder is bound to accept the offer, failing which EMD of L-1 bidder will be forfeited. In case of non-acceptance by L-3 bidder, the same process will be repeated at the quoted rate of the L-1 bidder till the last eligible bidder is exhausted.
15. Bids will be valid for a period of 180 days from the date of opening of technical bids.
16. Incomplete bids or bids that do not have documentary proof in respect of technical qualification and experience of Resident Engineer are liable to be rejected summarily.
17. Hypothetical, conditional or incomplete bids are liable to be summarily rejected.
18. UPSC reserves the right to accept or reject all or any of the bids without assigning any reasons. The decision of the Secretary, UPSC would be final and binding.
19. **Income Tax:** Recoverable at source from the bills, as applicable. Bidder shall furnish their permanent I.T. A/c No. (PAN). Bidders shall also provide copies of IT Returns of the firm for the preceding three financial years including the year 2021-2022. They are also required to furnish a certificate as at Annexure-III that they have not been penalized or convicted for concealment of income/wealth during the preceding three years.
20. **Payment Terms:** Payment towards the comprehensive Annual Maintenance Contract will be made on quarterly basis on successful completion of work duly

certified by Sr. System Analyst, IS Wing of UPSC. The contractor will have to submit the bills along with certificate from IS Wing and PM report (as mandated by Clause 5 of Scope of Work) at the end of each quarter.

21. **Risk Purchase Clause:** If the bidder after submission of bid and due acceptance of the same i.e. after the placement of letter of intent, fails to abide by the terms and conditions of the tender document and/or fails to execute the work as per prescribed schedule given or at any time repudiates the contract, the UPSC will have the right to forfeit the EMD, invoke the performance security, if deposited by the bidder, and get the work done from other firm at the risk and expense of the bidder. The cost difference between the alternative arrangement and bidder's bid value will be recovered from the bidder along with other incidental charges. In case UPSC is forced to get the work done through alternative sources and if the cost is lower, no benefit on this account would be passed on to the bidder.
22. **Liquidated Damages:** Bidder has to execute the work strictly as per scope of work in accordance with the terms and conditions of the tender. In the event of failure to abide by the tender terms & conditions, UPSC without prejudice to any other right or remedy available may recover any such amount suffered as loss from the vendor as ascertained/assessed by this office as liquidated damages and not by way of penalty to be imposed separately at the rate of 1% per week of delay subject to a maximum of 10% of the total contract value.
23. **Penalties:** If the system down time exceeds the permissible limits as specified in para 6 of the 'Scope of Work' (Annexure-I), UPSC reserves the right to impose a penalty on the quarterly bill of the firm for its failure to provide satisfactory maintenance service in attending to the complaints @4% of the pro rata monthly maintenance charges will be payable per hour or part thereof subject to maximum 10% of the total contract value of that particular quarter.
24. **Arbitration:** Any dispute or difference whatsoever arising between UPSC & the firm out of or relating to the conclusion, meaning and operation or effect of this contract or the breach thereof shall be settled by the Arbitrator to be appointed by UPSC in accordance with the provisions of Arbitration and Conciliation Act, 1996 and the award in pursuance thereof shall be binding on UPSC & the firm. The venue of Arbitration shall be at Delhi.
25. **Jurisdiction:** Subject to the arbitration herein above provided, any suit or proceedings to enforce the right of either of the parties hereto the contract shall be instituted in and tried only by the courts in Delhi and by no other court, and both the parties hereto hereby expressly agree to submit to the jurisdiction of such court.
26. **Force Majeure:** UPSC or the bidder, as the case may be, in case of any failure or omission to complete the contractual liability or having delayed the performance of its work on account of natural calamities such as fires, floods, earthquakes, hurricanes etc. and reasons beyond one's control such as civil strikes, lockouts, strikes, riots, civil war etc. shall not be held responsible for such omission, failure or delay and shall be relieved of their respective obligations to perform provided either party give to the other party a notice within 21 days of the occurrence of such incidence. Either party, as and when it gives notice of *force majeure* shall provide confirmation of such events in the form of certificate from the Government

Department or agency or Chamber of Commerce. The parties shall be relieved of their respective obligations to perform hereunder for so long as the event of *force majeure* continues and to the extent their performance is affected by such an event of *force majeure* provided notices as above are given and the event of *force majeure* is established as provided herein above. However, UPSC reserves the right to terminate the contract if the performance against the contract is prevented by the event of strike, lockout etc. for a period exceeding 60 days.

27. In the event of non-satisfactory performance of maintenance services by the successful bidder, UPSC will have the discretion to terminate the AMC by giving one month notice and to award it to any other firm and recover such amount from the bidder as may be decided by Secretary, UPSC having regard to the loss/damage suffered to this office. The decision of the Secretary, UPSC in this regard shall be final and binding on the parties.
28. The above are broad conditions for AMC to be awarded. The vendor will have to sign detailed maintenance agreement if the AMC is awarded to it.
29. UPSC reserves the right to discontinue/terminate the agreement/contract at any point of time if it is satisfied that the bidder has failed to fulfil its obligations as per the terms & conditions of the contract. The decision of UPSC in this regard shall be final and binding.
30. In view of the COVID-19 pandemic, the vendor must ensure that all its personnel deployed to UPSC adhere to the latest guidelines issued by the Government of India on prevention, sanitization, social distancing measures etc.
31. Any queries relating to this tender may be directed to the following Helpline No.: 011-23381141 during office hours.
32. The tender notice is also available on UPSC's website: www.upsc.gov.in.

(R.K. Dixit)
Under Secretary (General)
Union Public Service Commission
Tele- 011-23388418

Scope of Work

There are **Twelve** numbers of HP make Online Servers, out of which **nine** Online Servers installed at NIC Data Center, Shastri Park, New Delhi and **three** Online Servers installed at Disaster Recover (DR) site, Pune for the use of UPSC Online Applications. These twelve Online servers were procured in December, 2017 with a warranty of five years. The detailed technical specifications of the ONLINE Servers are placed at Annexure-IA & IB.

The firm will have to ensure the following terms & conditions to keep the Hardware and Operating System of the Online servers on site 24x7 basis in good working order:

1. The firm should attend all the calls for corrective and remedial maintenance subject to the terms of the agreement. For the purpose of calculating the down time for uptime of 99.9%, the starting time would be the lodging of the complaint either through phone or email. Service Level Agreement (SLA) level of 99.9% uptime gives following period of possible downtime:-

Daily: 1 Minutes 26.4 Seconds
Weekly: 10 Minutes 4.8 Seconds
Monthly: 43 Minutes 49.7 Seconds
Yearly: 8 Hour 45 Minutes 57.0 Seconds

For purpose of this Service Level Agreement, the definitions and terms as specified in the contract along with the following terms shall have the meanings set forth below:-

“Uptime” shall mean time period for which the specified service/components with specified technical and service standards are available to UPSC. Uptime, in percentage, of any component can be calculated as:

$$\text{Uptime} = \{ 1 - [(\text{Downtime}) / \text{Total Time} - \text{Maintenance Time}] \} * 100$$

“Downtime” shall mean period for which the specified services / components with specified technical and service standards are not available and excludes the scheduled outages planned in advance.

“Total Time” shall mean the time taken on quarterly basis on that particular period to close the call reported.

“Maintenance Time” shall mean the time taken by the bidder to restore/rectify the problem after 6/12/24 hours as per the level of fault.

2. The AMC will be comprehensive and the cost of spares during the maintenance period will be included. Un-serviceable parts of same make & specifications should be replaced at no extra cost. In case of replacement of part the defective part removed from the system will be the property of the firm.
3. Resident Engineer would be the custodian of all the Hardware/Software on behalf of UPSC at the site and the agency to whom the AMC contract is awarded will be responsible for upkeep of ONLINE Servers on 24x7 basis. In case of any problem resolution, a detailed analysis of failure should be conducted in consultation with OEM to avoid any similar failures in future. A summary report on rectification of failure and detailed report will have to be submitted to UPSC within one week. The brief duties of Resident Engineer on 8x7 basis (8 hours/day and 7 days/week) will be as follows:-
 - (i) Preventive health checkup of the Servers/OS
 - (ii) Call logging with OEM
 - (iii) Daily & weekly reports/ system logs sent to UPSC via E-mail.
 - (iv) Resident Engineer will ensure the projects adhere to all government and industry standards and guidelines. If special permits or records need to be obtained, the Resident Engineer will do so and ensure the paperwork is recorded and stored properly.
 - (v) The Resident Engineer may be called at any time in case of any eventuality beyond office hour i.e. 8x7 basis.
4. The firm will be responsible to provide OS (Operating System) Red Hat Enterprise Linux (RHEL) support like OS maintenance, reloading of OS with all the drivers, OS/firmware upgrade. Device drivers, system configuration and network configuration on all the Online servers during the period of maintenance.
5. The firm will be responsible for scheduled preventive maintenance (PM) once in three months which includes routine checks as per Performa specified by UPSC for all the servers as detailed in Annexure-I and PM reports have to submit to UPSC before submitting the Bill.
6. The firm will be responsible to provide 99.9% uptime on site 24x7 basis for Online Servers and failing which a penalty as proposed by UPSC will be imposed. However, before imposing penalty, UPSC will issue a show-cause notice in which the details of down time will be mentioned. It will also include the penalty proposed to be imposed on the vender. The break down time will be work out as under:-

Sr. No	H/w Management Levels	Type of Failure	Penalty	Measurement Methodology
1	Critical	In case of unresolved hardware failure causing disruption of total services due to system failure shall exceed 6 hours from the time reporting the fault.	4% of the pro rata monthly maintenance charges will be payable per hour or part thereof.	Analysis of system log
2	Major	In case of failure of the primary system, if the switching to DR site exceed 12 hours from the reporting the fault	4% of the pro rata monthly maintenance charges will be payable per hour or part thereof	Analysis of system log
3	Minor	In case of part failure i.e. CPU/HDD/Memory card etc. (Which does not cause disruption of services) the part should be delivered/replaced/repai red or standby provided within one day and should be installed in 24 hours from the date of reporting.	4% of the pro rata monthly maintenance charges of the affected equipment(s) will be payable per hour and part thereof.	Analysis of system log

The penalty will be calculated on quarterly basis and will be subject to maximum of 10% of the value of contract. The AMC charges for the down time period will not be paid in addition to above penalty. UPSC reserves the right to cancel the contract in case of bad performance or recurrent failure.

7. The firm will be responsible to attend the complaint on immediate basis and all the complaints/call should be attended and resolved by Engineer within six hour of logging of such complaint. In case a complaint/call is not attended satisfactorily within stipulated period i.e. maximum 6 hours, deduction at the penalty rates as per Clause 6 will be made out of the payment beyond the stipulated period till such time the defect is rectified and the system is brought back to normal working condition.
8. The Assigned Engineer should have requisite qualifications and sufficient working knowledge of the hardware and associated Software as specified in the Annexure IA & IB.

Specifications

Model: HPE DL560 Gen 9 (Rack Mount Server 4P) – 7 no.s

Sl No	Component Name	Component Description
1	Processor	Four nos. of x86 64-bit processor
2	Motherboard & Chipset	Intel E5-4620 V4
3	Memory	512 GB DDRIII expandable to 1 TB, 1600 MHz
4	Storage	4 X 600 GB SAS Hot Swap HDD (10K or higher RPM)
5	RAID	SAS RAID Controller supporting RAID 0,1 and 5 with 1 GB cache
6	Video Controller	Integrated Graphics Controller
7	Network Ports	1. Quad 10 Gbps and Dual 1 Gbps network port 2. Dual 8 Gbps FC port with two number of 5m LC-LC cable
8	Optical Drive	DVD ROM drive
9	System Chassis	2U Rack Mount server chassis having Redundant Hot Swappable Power Supply with 5 Hot Swap drive bays
10	OS Support & Certification	1. Certification for Linux and Windows 2. All required device drivers for OS installation, System Configuration and Server Management
11	Warranty Period	Five years warranty

Annexure-IB

Specifications

Model: HPE DL560 Gen 9 (Rack Mount Server 4P) – 5 no.s

Sl No	Component Name	Component Description
1	Processor	Four nos. of x86 64-bit processor
2	Motherboard & Chipset	Intel E5-4620 V4
3	Memory	1 TB DDRIII 1600 MHz
4	Storage	4 X 600 GB SAS Hot Swap HDD (10K or higher RPM)
5	RAID	SAS RAID Controller supporting RAID 0,1 and 5 with 1 GB cache
6	Video Controller	Integrated Graphics Controller
7	Network Ports	<ol style="list-style-type: none"> 1. Quad 10 Gbps and Dual 1 Gbps network port 2. Dual 8 Gbps FC port with two number of 5m LC-LC cable
8	Optical Drive	DVD ROM drive
9	System Chassis	2U Rack Mount server chassis having Redundant Hot Swappable Power Supply with 5 Hot Swap drive bays
10	OS Support & Certification	<ol style="list-style-type: none"> 1. Certification for Linux and Windows 2. All required device drivers for OS installation, System Configuration and Server Management
11	Warranty Period	Five years warranty

ANNEXURE-II

Technical Compliance Statement w.r.t. Scope of Work

Sr. No	Technical Details	Compliance Yes/No	Page No.	Remarks*
1.	Please confirm the acceptance & understanding of deliverables by the bidder with respect to Scope of Work and other terms and conditions of NIT.			
2.	Bidder should provide back to back OEM Authorization for maintenance/spares.			
3.	Please confirm that the firm is ISO certified for providing maintenance support of computer items			
4	Please provide the details of Resident Engineers along with documentary proof of their qualification (Copy of technical educational certificate), age & Experience, to be deployed at UPSC site.			
5	Please confirm that the Resident Engineer to be deployed at UPSC site is regular employee of the bidder.			
6	Please confirm that Resident Engineer at UPSC site would provide operational & installation support as mentioned at point 4,5 & 6 of the scope of work.			
7	Please indicate clearly any deviations in scope of work w.r.t. tender document conditions.			

NOTE 1: All bidders are required to write 'YES' or 'NO' in the compliance column. They are also required to describe clearly in detail, in the technical bid, how they plan to comply with the technical scope of work mentioned in the tender bid. They are also required to mention 'Page No' where they have described all above points.

NOTE 2: *Deviation, if any, may be indicated clearly.

ANNEXURE-III

**INVITATION OF BIDS FOR THE ANNUAL MAINTENANCE CONTRACT (AMC)
OF UPSC ONLINE SERVERS**

We _____

_____ (Name & address of the firm) have in response to your NIT dated _____ submitted a Technical & Financial bid for Annual Maintenance Contract (AMC) of UPSC online servers. As required under NIT, we hereby certify as under:-

1. That all the terms and conditions of the tender are acceptable to us.
2. That we fully understand the Scope of Work specified in the NIT and our bid is strictly in accordance with the Scope of Work.
3. That firm has been in existence for more than seven years and minimum turnover only from AMC of Servers and Desktops Computers during each of the last 3 financial years is more than Rs 50 lakh.
4. That the firm possesses necessary technical expertise to undertake the job as specified in the Scope of Work and shall provide Resident Engineer to look after the maintenance of UPSC online servers during the AMC period.
5. That the repair/replacement of the parts of the servers shall be of Original Equipment Manufacturer (OEM).
6. That I/We have not been penalized or convicted for concealment of income/wealth during the immediately preceding three years.
7. That I/We have not been blacklisted by any Government organization.

(Authorized Signatory)
Name & address of the firm/bidder

ANNEXURE-IV

DECLARATION

I _____ s/o / d/o Shri
_____ hereby declare that none of my relative
is/are employed in Union Public Service Commission (UPSC), New Delhi. In case at any
stage, it is found that the information given by me is false/incorrect, UPSC shall have the
absolute right to take any action as deemed fit without any prior intimation to me.

Dated: _____

(Dated Signature of the Bidder
with Stamp of the firm)

ANNEXURE- V

Financial Bid/Price Schedule
(To be uploaded in BOQ format only)

S. No.	Particulars	Qty.	Rate for 1 st Year (Y1)	Rate for 2 nd Year (Y2)	Rate for 3 rd Year (Y3)	Applicable Tax as on date of tender (in Percentage)	NPV (Without taxes)
1.	Model – HPE DL560 Gen9 (Rack Server-4P/Intel E5-4620 V4/512GB DDR III RAM,1600MHz/4x600GB SAS Hot Swap HDD	7					
2	Model – HPE DL560 Gen9 (Rack Server-4P/Intel E5-4620 V4/1TB RAM, DDR III, 1600 MHz/4x600GB SAS Hot Swap HDD	5					
3	Service of Resident Engineer for 8x7* (8 hours/day 7 days/week)	1					
4	Total price (in Rs.)						

*However, Resident Engineer may be called at any time in case of any eventuality.

- 1) The first year will start from the date of award of the contract.
- 2) Taxes shall be quoted separately along with rates. Bidders who do not quote tax rates separately will not be considered responsive and their bid will be rejected.
- 3) NPV (Net Present Value) will be calculated at the discounting rate of 10% annually. The details of calculation for deciding L-1 firm are given below:-

$$NPV = \{Y1 + Y2/(1 + 0.1) + Y3/(1 + 0.1)^2\}$$

[NPV = Net Present Value; Y1 = Rate quoted for 1st year; Y2 = Rate quoted for 2nd year & Y3 = Rate quoted for 3rd year]

Examples of NPV:

(i) If Y1 = 150, Y2 = 200 and Y3 = 240, then NPV will be calculated as under:-

$$\begin{aligned} NPV &= 150 + (200/1.1) + (240/1.21) \\ &= 150 + 181.82 + 198.35 \\ &= 530.17 \end{aligned}$$

Thus, the NPV is Rs. 530.17

(ii) If Y1 = 300, Y2 = 250 and Y3 = 200, then NPV will be calculated as under:-

$$\begin{aligned} NPV &= 300 + (250/1.1) + (200/1.21) \\ &= 300 + 227.27 + 165.29 \\ &= 692.56 \end{aligned}$$

Thus, the NPV is Rs. 692.56

4) The selection of L-I will be on the basis of NPV(Net Present Value) as per details given at Annexure-V. However, payment will be made on the basis of year-wise rates quoted by the firm plus taxes as applicable.

CHECK LIST

S. No.	Particulars	Yes/No	Page No.
1.	Whether signed & scanned copy of EMD enclosed		
2.	Whether signed & scanned copy of ISO Certification 9001 enclosed		
3.	Whether signed & scanned copy of back to back OEM Authorization for maintenance/spares enclosed		
4.	Whether signed & scanned copy of Registration/Certificate of Incorporation enclosed		
5.	Whether signed & scanned copies of IT Returns of the firm for the preceding three years including the year 2021-2022 enclosed		
6.	Whether signed & scanned copy of GST Registration Certificate enclosed		
7.	Whether signed & scanned copies of audited Balance Sheets of the firm for the preceding three years including the year 2021-2022 and certificate from Chartered Accountant (CA) indicating (i) the annual turnover for each of the last three financial years and (ii) the turnover is related only to AMC of Online Servers and Desktop Computers and income from any other source is not included in it enclosed		
8.	Whether signed & scanned list of organizations where the firm has executed or is executing similar services along with copies of Work Orders during the preceding 5 years enclosed		
9.	Whether signed & scanned copy of PAN card enclosed		
10.	Whether signed & scanned copy of Technical Compliance Statement as at Annexure-II enclosed		
11.	Whether signed & scanned copy of Annexure-III enclosed		
12.	Whether signed & scanned copy of Declaration as in Annexure-IV		
13.	Whether signed & scanned copy of details of Resident Engineer to be deployed at UPSC site along with documentary proof of their qualification, age and experience enclosed		

(Authorized Name & Address of the Firm)
Tel. No./Mobile No./Fax No.

Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app> .

REGISTRATION

1. Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrolment**” on the CPP Portal which is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g., Sify / TCS / nCode / eMudhra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Help Desk.

PREPARATION OF BIDS

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the Tender Document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with **100 dpi** with black and white option which helps in reducing size of the scanned document.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g., PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

SUBMISSION OF BIDS

1. Bidder should log in to the site well in advance for bid submission so that they can upload the bid in time i.e., on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the Tender Document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the Tender Document. The original should be posted / couriered / given in person to the concerned official, latest by the last date of bid submission or as specified in the Tender Document. The details of the DD /any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the

data entered during bid submission time, otherwise the uploaded bid will be rejected.

- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the Tender Document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further, this key is subjected to asymmetric encryption using buyers / bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (i.e., after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid No. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

11) ASSISTANCE TO BIDDERS

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Help Desk. The contact number for the Help Desk is 1800 3070 2232. Bidder can also get help at +91-7878007972 & +91-7878007973.