

TENDER FOR “SUPPLY, INSTALLATION AND CONFIGURATION OF 12 NOs. OF WINDOWS SERVER 2012 R2 STANDARD EDITION WITH CORREPPONDING NOs. OF CALs, 02 NOs. OF MS SQL SERVER 2012 R2 STANDARD EDITION AND 05 NOs. OF HITACHI STORAGE HARD DISK DRIVES FOR SERVER”

SECTION-I

1.1 Introduction:

The Purchaser has issued this Tender Enquiry document for purchase of goods/stores/articles and related services as mentioned in “**Request for Proposal (RFP)**”, which also indicates, *inter alia*, the required stores, delivery schedule, terms and place of delivery etc. This section (“General Instructions to Bidders”) provides the relevant information as well as instructions to assist the prospective bidder in preparation and submission of tenders.

Bidders shall have to agree/accept all the terms and conditions of tender including payment terms etc. Acceptance shall be unconditional and bidders shall have no claim and right in future on their terms if any.

1.2 Language of Tender:

The tender submitted by the bidder and all subsequent correspondence and documents relating to the tender exchanged between the bidder and the purchaser, shall be written in English language.

1.3 Tendering Expense:

The bidder shall bear all the costs and expenditure incurred and/or to be incurred by it in preparation, mailing and submission of its tender including attending the pre-bid conference and/or arranging demonstration of Product/Services or Field trials that may be deemed necessary by the Purchaser.

1.4 Pre-bid Conference: There is no pre-bid meeting for the present procurement.

1.5 Regular visit of CPP Portal as well as NCS website:

Prospective bidders are advised to visit **CPP Portal web site** (eprocare.gov.in) and **NCS website** <https://seismo.gov.in/content/tenders> on regular basis for any change in NIT schedule and amendment / corrigendum in Tender Document including technical requirement etc.

1.6 Amendments to tender documents:

At any time, prior to the deadline for submission of tenders, the purchaser may, for any reason deemed fit by it, modify the tender documents by issuing suitable amendment(s) to it. The amendment will be uploaded generally on **CPP Portal web site** (eprocare.gov.in) and **NCS website** <https://seismo.gov.in/content/tenders> only. In order to provide reasonable time to the prospective bidder to take necessary action in preparing their tenders as per the amendment, the purchaser may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

1.7 Submitting the Tender:

The Bidder should submit tender as per Checklist given in Annexure-1. All the conditions specified in the Checklist are to be fulfilled. Otherwise, tender may get rejected.

The tender is to be submitted in **Two Bid System**, i.e. “Technical Bid” and “Price Bid”. The technical and price bids prepared by the bidder shall comprise the followings:

1.7.1 **Technical bid (Un-priced Tender)**

The following documents are to be furnished by the Bidder along with **Technical Bid** as per the tender document:

Bidder shall upload the quote to <http://eprocure.gov.in/cppp/>. The quote should contain scanned copies of following documents

- 1.7.1.1 Registration certificate of bidding firm with government body in its country.
- 1.7.1.2 No Tender fees.
- 1.7.1.3 Checklist section (as per Annexure-I in Section-II) properly filled and signed.
- 1.7.1.4 Scanned copy of Earnest Money Deposit (EMD) amounting to Rs.20,000/- (Rs. Twenty thousand only), in the form of FDR/BG drawn in favour of DDO, NCS shall be uploaded for submitting the online tender and Original EMD shall be submitted to **Sh. Manjeet Singh, Meteorologist B, National Centre for Seismology, Room No.303, III Floor, SatMet Building, MausamBhawan Complex, Lodi Road New Delhi-03** on or before closing of tender. Please refer to Clause 2.9 for EMD details.
- 1.7.1.5 Documentary evidence for fulfilment of Eligibility /Qualification criteria(s) given at Clause 2.8
- 1.7.1.6 Tender terms & Conditions Acceptance Form (as per Annexure-II in Section-II) duly signed. (i.e. bidder has agreed to all the terms & conditions of tender enquiry document).
- 1.7.1.7 Technical Bid should contain un-priced bid and list of deliverables with (un-priced/without price) with make & model etc. The un-priced bid should be exactly same as given in the price bid.

Note: The above documents (signed and scanned) shall be attached in the beginning of Technical bid.

1.7.2. **Price Bid:**

- 1.7.2.1 All pages of the price bid should be numbered, indexed and signed with company/firm seal by authorized signatory.
- 1.7.2.2 Price Bid should be submitted as per price schedule format (Annexure-IV).
- 1.7.2.3 Costing, of each and every item, sub items offered in technical bid, shall be done with all breakup prices.
- 1.7.2.4 The Bidder shall indicate on the Price Schedule (Annexure-IV), the price of single unit and total tender prices of the **goods, packing, delivery at NCS HQ New Delhi and INCOIS, Hyderabad, GST and all applicable taxes etc.** against therequirement.
- 1.7.2.5 In case any charges (as detailed in above para) not mentioned in the price bid, it will be treated as all the charges are free of cost for that item.

- 1.7.2.6 Indian vendor shall quote prices on F.O.R destination (site of consignee i.e. MausamBhavan, New Delhi-03 and INCOIS, Hyderabad) basis and Payment to Bidder/Supplier shall be paid in Indian Rupees only.
- 1.7.2.7 The Indian bidder supplying imported goods shall quote only in Indian Rupees if purchase order is to be placed to them. It is the responsibility of Indian firm to pay custom duty etc. NCS shall not be responsible for custom clearance. Prices quoted by the bidder shall remain unchanged during the period of contract.
- 1.7.2.8 Statutory levies, taxes and duties etc., if any, chargeable on the goods are payable on actual basis as applicable and must be mentioned in the Price Bid.
- 1.7.2.9 If there is a discrepancy between the amounts expressed in words and figures, the amount in words shall prevail.

- Note:** a) Price bid shall prima-facie be rejected in case of any deviation from the technical bid of the bidder and found that any fact concealed or hidden in price bid/technical bid.
b) The list of documents as per Checklist (Annexure-1) in the form of scanned copy preferably in PDF or JPG format; to be uploaded in CPP portal.

1.8 Signing and Submission of Tenders:

Bidder shall submit their proposals ONLINE through

http://eprocure.gov.in/cppp/ as manual bids shall not be accepted. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the bidder and, if there is any such correction; the same shall be initialed by the person(s) signing the tender.

1.9 Alteration and Withdrawal of Tender:

The bidder, after uploading its tender, is permitted to alter / modify its tender so long as such alterations / modifications are received within the deadline for submission of tenders. No tender should be withdrawn after the deadline for submission of tender and before expiry of the tender validity period. If a bidder withdraws the tender during this period, it will result in forfeiture of the earnest money furnished by the bidder.

1.10 Opening of Tenders:

The purchaser will open the tenders at the specified date and time and at the specified place as indicated in the NIT. In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for the purchaser, the tenders will be opened at the appointed time and place on the next working day. Authorized representatives of the bidder, who have submitted tenders on time may attend the tender opening, provided they bring with them letters of authority from the corresponding bidder. Two Bid system will be as follows. The **Technical Bids** are to be opened in the first instance, at the prescribed time and date. These Tenders shall be scrutinized and evaluated by the competent committee/authority with reference to parameters prescribed in the tender document. During the Technical Bids opening, the tender opening official(s) will read the salient features of the tenders like delivery period, Earnest Money Deposit (EMD) and any other special features of the tenders, as deemed fit by the tender opening official(s). Thereafter, in the second stage, the Price Bids of technically qualified bidder only shall be opened for further scrutiny and evaluation on a date notified after evaluation of the techno

commercial tender.

1.11 Scrutiny and Evaluation of Tenders

1.11.1 Unresponsive bids:

The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the tender document. Each page of tender bid submitted by the bidder is required to be signed and sealed (company seal). The tenders are liable to be treated as non-responsive and will be summarily ignored if followings are not provided along with technical bids.

- 1.11.1.1 Registration certificate of bidding firm with the Government Credential/document not attached.
- 1.11.1.2 Tender is unsigned.
- 1.11.1.3 Checklist (Annexure-I) is not enclosed.
- 1.11.1.4 Tender Acceptance Form (Annexure-II) not duly signed and stamped. **(i.e. all the terms & conditions of tender document are acceptable.** Original Letters shall be enclosed in technical bid.
- 1.11.1.5 Tender validity is shorter than the required period.
- 1.11.1.6 Required EMD has not been provided unless exempted. If EMD Exemption is claimed, the firm must submit relevant document which must be valid on the last date of submission of tender.
- 1.11.1.7 Bidder has not agreed to give the required performance security.
- 1.11.1.8 OEM certificate not submitted as per **clause no. 2.8.2.**

1.11.2 Technical Evaluation:

Tenders shall be scrutinized and evaluated by the committee constituted by competent authority with reference to parameters prescribed in the tender document.

1.11.2.1 **Minor Informality/Irregularity/Non-Conformity:** If during the preliminary examination, the purchaser find any minor informality and/or irregularity and/or non-conformity in a tender, the purchaser may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the bidder. Wherever necessary, the purchaser will convey its observation on such minor issues to the bidder asking the bidder to respond by a specified date. If the bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored/rejected.

1.11.3 Financial Evaluation:

Thereafter, in the second stage, the Price Bids of technically qualified bidder only shall be opened for further scrutiny and evaluation on a date notified after evaluation of the techno commercial tender. The purchaser shall evaluate the technically qualified financial bids for deciding lowest bidder (L-1) on the basis of ultimate delivery cost at NCS Head Quarters, New Delhi-03 and INCOIS, Hyderabad.

1.12 Packing and Marking:

The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including transshipment (if any), rough

handling, open storage etc. without any damage, deterioration etc

SECTION-II

GENERAL CONDITIONS OF CONTRACT (GCC)

2.1 Bidders shall have to agree/accept all the terms and conditions of tenders including payment terms etc. Acceptance shall be unconditional and bidders shall have no claim and right in future on their terms if any.

2.2 Whenever there is any conflict between the provisions in the GCC **regards to specific Para under this section and that in the “RFP” “List of requirements/ technical specifications” (Section-III)**, the provision contained in the RFP shall prevail and have an over-riding effect. Any Special instructions as per “RFP-List of requirements/ technical specifications” section will also apply for this purchase. The conditions (like qualification criteria, delivery schedule, mode of delivery & sites of delivery etc.) mentioned in “RFP-List of requirements/ technical specifications section” will also apply for this purchase.

2.3 Alternative Tenders:

Alternative Tenders are not permitted. However the Bidder can quote alternate models meeting the tender specifications of same manufacturer with single EMD.

2.4 Tender Validity:

The tenders shall remain valid for acceptance for a period of 180 days (one hundred eighty days) after the date of tender opening prescribed in the tender document.

2.5 Purchaser bidders Right to accept any tender and to reject any or all tenders:

The purchaser reserves the right to accept in part or in full any tender or reject any tender without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder or bid.

2.6 Tender Fees:

There is no Tender Fees.

2.7 Price preference:

Price preference shall be given to **Micro Small and Medium Scale Industries (MSME)** registered for stores and services specified in this tender document with **National Small Industries Corporation** or any other Government agencies as per the latest guidelines/orders from Government of India. Purchase preference and quantity etc. shall be decided as per the Government of India orders. The bidder shall have to attach valid registration certificate along with balance sheet indicating turnover etc for the previous financial year. Micro and small Enterprises are exempted for submitting fees/cost towards tender document and submission of earnest money deposit (EMD) also known as security deposit. **However, Micro Small and Medium Enterprises (MSME) are not exempted for performance security. Micro Small and Medium Enterprises shall have to furnish performance security, if purchase order is placed to them. There is no relaxation in this regard.**

2.8 Eligibility & Qualification criterion for Bidder: Firms in given below category are eligible to participate in tender **subject to registration of the firm with government bodies as per act /rules in their country and also fulfil of other specific qualification criteria, terms and conditions**

mentioned in technical requirement section and tender enquiry document also.

- 2.8.1 Original Equipment Manufacturer (OEM).
- 2.8.2 Authorized Supplier from Original Equipment manufacturer (OEM). The bidder shall have to submit authorization certificate from OEM, that they will provide warranty service support after sale, having full back to back maintenance support agreement (during warranty period) for hardware from OEM.
- 2.8.3 Integrators/ Authorized dealer/ Supplier/ subsidiary/ Distributors/ Stockist having full back to back maintenance support agreement for hardware from OEM.
- 2.8.4 The complete name and address of the bidding firm in India and its permanent income tax account number (PAN) and GST Number.

2.9 Earnest Money Deposit (EMD)

- 2.9.1 The bidder shall furnish along with its tender, earnest money for an amount Rs.20,000/- (Rupees Twenty thousand only). The earnest money Rs.20,000/- is required to protect the purchaser against the risk of the bidder's unwarranted conduct. **EMD is also known as security deposit.**
- 2.9.2 The bidders who are registered on tender submission date with Director General of Supplies & Disposals or with National Small Industries Corporation, New Delhi, or shall be eligible for exemption from EMD.
- 2.9.3 **Micro Small and Medium Enterprises** specified by Ministry of Micro, Small & Medium Enterprises (MSME) **are exempted from earnest money deposit (EMD).**
- 2.9.4 **The EMD shall** be furnished in Fixed Deposit Receipt(FDR) or Bank Guarantee (BG) (as per Annexure-IV) from any commercial bank doing government business. FDR may be issued in the favour of "DDO, National Centre for Seismology, New Delhi". **Bank Guarantee issued from the foreign banks must be authenticated by STATE BANK OF INDIA or any other Nationalized Bank of India.** FDR for EMD in INR submitted by foreign bidders shall not be accepted.
- 2.9.5 **The clause "encashment /release of FDR/BG requires clearance certificate from Purchaser i.e "Director, NCS" must be mentioned in the issued FDR/BG by Bank.**
- 2.9.6 The earnest money shall be valid for period of sixty (60) days beyond the validity period of the tender.
- 2.9.7 **Refund of EMD:** Unsuccessful bidder's "EMD" will be returned to them **without any interest**, after expiry of the tender validity period. Successful bidder's earnest money will be returned without any interest, after receipt of performance security from the bidder.
- 2.9.8 **Forfeit of EMD:** Earnest money of a Bidder will be forfeited, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The successful bidder's earnest money will be forfeited without

prejudice to other rights of Purchaser if supplier fails to furnish the required performance security within the specified period.

- 2.9.9 Firm shall have to extend the validity of EMD if extension of tender validity is agreed on the request of purchaser in exceptional cases.

2.10 Performance Security:

- 2.10.1 Successful bidder shall submit performance security within 30 days of dispatch of supply order or twenty one (21) days from the receipt of supply order by the supplier whichever is earlier.
- 2.10.2 The purchaser may consider annulment/cancellation of supply order/ award of contract if performance security not received in stipulated time.
- 2.10.3 There is no relaxation/exemption in submitting of performance security.
- 2.10.4 The supplier, shall furnish performance security to the purchaser for an amount equal to ten percent (10%) of the total value of the contract excluding AMC if any, valid up to sixty (60) days beyond the warranty period.
- 2.10.5 **Performance Security has to be submitted irrespective of its registration with DGS&D/MSME/NSIC etc. Performance security is not relaxed to any supplier/service provider. Submission of Performance Security is must for all suppliers/service providers.**
- 2.10.6 It shall be in any one of the forms namely Fixed Deposit Receipt or Bank Guarantee drawn/issued by a commercial bank doing government business in the prescribed form in favour of the purchaser. In the event of any amendment issued to the contract, the supplier shall, within twenty-one (21) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
- 2.10.7 The purchaser will release the Performance Security without any interest to the supplier/ service provider on completion of the supplier's all contractual obligations including the warranty obligations. The supplier shall submit pre-receipt for obtaining back their security.

2.11 Terms of Delivery:

Goods shall be delivered by the supplier to the Purchaser Address i.e., National Centre for Seismology, SatMet Building, MausamBhavan Office Complex, Lodi Road, New Delhi-110 003 and INCOIS, Ministry of Earth Sciences, Govt. of India, "Ocean Valley" PB 21, Pragathi Nagar (BO), Nizampet (SO), Hyderabad- 500090; Purchaser shall not be held responsible for anything (payment and loss of stores etc) if stores supplied without any valid delivery period as purchaser reserve the right to reject the delivery and terminate the supply order.

- 2.12 Delivery Schedule:** As per section under RFP-List of Requirements given under clause 3.5.6. Date, on which all the stores as per supply order have been delivered to the consignee shall be treated as final date of delivery of stores for calculating liquidated damages etc.

2.13 Force Majeure:

Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to, acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, and freight embargoes. If there is delay in performance or other failures by the supplier to perform its obligation under its contract due to event of a Force Majeure, the supplier shall not be held responsible for such delays/failures. **If a Force Majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions** and the cause thereof within twentyone days of occurrence of such event. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side. There may be a Force Majeure situation affecting the purchase organization only. In such a situation the purchase organization shall take up with the supplier on similar lines as above for further necessary action.

2.14 Warranty:

The warranty shall be Onsite warranty and as per clause 3.5.4. All stores to be supplied should be free from all defects and faults in material workmanship and manufacture. The Bidder will be required to replace/reinstall/reconfigure the defective hardware or software at free of cost inclusive of all freight and handling charges. The hardware shall be brought to NCS HQ, New Delhi for necessary repairs or replacement during the warranty period. Other conditions towards warranty clause mentioned under Clause 3.5.4 shall also be applicable.

2.15 Penalty clause/Liquidated damages clause (LD) for delayed stores & Services:

2.15.1 The supplier shall deliver the goods and perform the services (like installation & commissioning etc) under the contract within the time schedule specified by the purchaser in the "List of requirements/ technical specifications" section and as incorporated in the contract. **The delivery date, unless delivery is divided, on which all the items/stores/materials/services etc as per supply/purchase order are delivered shall be taken into account for penalty/LD purpose.**

The purchaser shall, without prejudice to other rights and remedies available to the purchaser under the contract, deduct as penalty/liquidate damage from the contract price a sum equivalent to 0.5% (half percent) per week of delay or part thereof on delayed supply of goods and/or delayed services subject to a maximum of 10% of the contract price of delayed items. Once the maximum is reached purchaser may also consider followings:

2.15.1.1 Forfeiture of its performance security and

2.15.1.2 Termination of the contract for default.

Note:-The supplier shall not be held responsible for delay in delivery of stores and their installation for the followings reasons:

- (a) Delay in providing Entry permits/Road Permits (if required) to the supplier by the consignee.
- (b) Delay in providing proper site(s) by the consignee to the supplier. Site is not ready in

- all respect (i.e. all civil & electrical at site completed) for installation of stores.
- (c) Delay in providing No Objection Certificate (NOC) required from any other government agency/agencies.
 - (d) Communication facility required for project to be provided to the supplier by the consignee if it is not the responsibility of supplier.
 - (e) Any other reason for which supplier is not responsible.

2.15.2 *Penalty/Liquidated damages shall be calculated on the purchase/contract price including the element of sales tax, excise duty, service tax etc mentioned in the price bids.*

2.16 Award Criteria and Tolerance Clause:

The purchase order /supply order shall be awarded to the eligible responsive tender evaluated as the most economical, technically qualified and suitable to the requirements subject to the availability of funds. The purchaser reserves the right to increase or decrease the quantity of required goods upto plus minus twenty percent (+/- 20%) till the placement of supply/purchase order or contract without any change in the terms & conditions and prices quoted by the bidder.

2.17 Modification of contract

If necessary, the purchaser may, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract. If the supplier doesn't agree to the adjustment made by the purchaser, the supplier shall convey its views to the purchaser within fifteen (15) days from the date of the supplier's receipt of the purchaser's amendment / modification of the contract.

2.18 Custom Duty

Custom clearance shall be done by NCS through its clearing agent if purchase order is placed to foreign supplier. NCS shall pay the custom duty on imported goods. Foreign supplier or its representative shall assist in the process and provide the entire required document for custom clearance of the goods. NCS shall not have any custom responsibility in case of supply order placed to Indian supplier for imported stores.

2.19 Taxes and Duties in India:

2.19.1 Duty and Local Taxes:

Normally materials to be supplied to Govt. Department against Govt. contracts are exempted from levy of town duty, Octroi duty, terminal tax and other levies of local bodies. The local Town/Municipal Body regulations at times, however, provide for such exemption only on production of such exemption certificate from any authorized officer. Contractors should ensure that stores ordered against contracts placed by this office are exempted from levy of town duty/Octroi duty, Terminal tax or other local taxes and duties. Wherever required, they should obtain the exemption certificate from the indenter /consignee concerned, to avoid payment of such local taxes or duties. The supplier shall pay the Octroi, entry tax etc. if exemption certificate not agreed by local authorities and same may be got reimbursed from purchaser on proof of payments.

Supply of Road Permits by the indenter /consignees: In all such cases where therequirement of Road Permit for entry of goods into a particular State is mandatory,the following provisions shall be strictly followed: -

- 2.19.1.1 The supplier shall request the indenter /consignee for providing Road permit/Way bill within 10 days of the receipt of the Supply order. The supplier shall furnish all the necessary information and documents in this regard to Indenter/consignee.
- 2.19.1.2 On receipt of the above request from the supplier, the indenter/consignee concerned shall arrange to provide the Road permit/Way Bill in the prescribed form to the supplier within a maximum period of two weeks so that the same reaches the supplier before the dispatch of the stores. However, in cases where the Road permit/Way Bill is issued on proof of actual invoice of the material, the consignee shall arrange to provide the Road permit/Way Bill from appropriate authorities within a maximum period of 5 days from the receipt of invoice.
- 2.19.1.3 The supplier shall pay the local charges/taxes (Octroi etc.) if exemption certificate not agreed by local authority and same will be reimbursed by purchaser on submission of receipt. The supplier shall not be held responsible for any delay in supply due to non-supply/delayed supply of Road permit.

2.19.2 **Income tax and service tax etc:**

Tax deducted at source (TDS) shall be done before making payment to the suppliers as per existing law in force. The bidders (foreign as well as Indian bidder) may visit website of Income Tax Department of India for details of Tax Liabilities, Rules, and Procedures etc. The bidders shall have to provide their Permanent Income Tax Number (PAN) and GST Number. Firm may also mention the applicable rates of TDS as per DTAA with India. Copy of same may also be enclosed.

2.20 **Terms and Mode of Payment**

Payment Terms: Payment, as per term mentioned below, shall be made subject to recoveries, if any, by way of liquidated damages /penalty clause /TDS or any other charges as per terms & conditions of contract if not specified elsewhere in the document.

100 % payment shall be made to domestic supplier in Indian currency on receipt of entire goods/stores at NCS, Lodi Road, New Delhi-03 and INCOIS, Hyderabad and accepted by consignee. No advance payment shall be made. No payment shall be made for partial delivery. The following documents shall be submitted:

- 2.20.1 Three copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount.
- 2.20.2 Consignee Receipt Certificate in original issued by the authorized representative of the consignee
- 2.20.3 Copies of delivery challan identifying contents of each package.
- 2.20.4 Inspection certificate by the nominated Inspection agency, if any.
- 2.20.5 Insurance Certificate, if any.
- 2.20.6 Final Acceptance Report from consignee.

2.20.7 The bidder should submit particulars of his bank account required for making payments.

- 2.20.7.1 Account Number
- 2.20.7.2 Bank Name
- 2.20.7.3 Branch Name
- 2.20.7.4 Bank Address
- 2.20.7.5 IFS code
- 2.20.7.6 MICR No.
- 2.20.7.7 Telephone No.

The above details are required after issue of Supply Order.

2.21 Fall Clause

- 2.21.1 The bidder undertakes that it has not supplied/is not supplying similar products/systems or subsystems at a price lower than that offered in the present bid in respect of Ministry/Department of the Government of India or Public Sector Unit (PSU) and if it is found at any stage that similar products/systems or subsystems was supplied by the BIDDER to any Ministry/Department of the Government of India or Public Sector Unit (PSU) at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and difference in the cost would be refunded by the BIDDER to the BUYER (National Centre for Seismology) or it will adjusted from their bills, if the contract has already been concluded.

2.22 Termination of tender by the Purchaser:

- 2.22.1 From the time of submission of tender to the time of awarding the contract, if a bidder needs to contact the purchaser for any reason relating to this tender enquiry and / or its tender, it should do so only in writing.
- 2.22.2 In case a bidder attempts to influence the purchaser in the purchaser's decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the bidder shall be liable for rejection in addition to appropriate administrative actions being taken against that bidder, as deemed fit by the purchaser.
- 2.22.3 The purchaser, without prejudice to any other contractual rights and remedies available to it (the purchaser), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the purchaser.
- 2.22.4 In the event of the purchaser terminates the contract in whole or in part, the purchaser may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the purchaser for the extra expenditure, if any, incurred by the purchaser for arranging such procurement. If the supplier becomes bankrupt or otherwise insolvent, the purchaser reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the purchaser.

2.23 Arbitration clause:

If dispute or difference of any kind shall arise between the purchaser and the supplier in connection with or relating to the extension of contract, the parties shall make every effort to

resolve the same amicably by mutual consultations. If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the “List of requirements/ technical specifications” section either the purchaser or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per Indian Arbitration and Conciliation Act, 1996. In the case of a dispute or difference arising between the Purchaser/ Consignee and all suppliers relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration of an officer, appointed to be the arbitrator by the Director, National Center for Seismology. The award of the arbitrator shall be final and binding on the parties to the contract. Each party shall bear its own cost. **Venue of Arbitration:** The venue of arbitration shall be the place from where the contract has been issued, i.e., New Delhi. The contract shall be interpreted in accordance with the laws of India.

2.24 List of Deliverables:

The bidder shall submit the final list (List of Deliverables) of their proposal in given below format for all the stores, H/w, S/w, items, subunits etc and all other services which bidder is going to offer in their technical proposal to meet the requirement under “**List of requirement & Technical specifications**” of this tender document. The list of deliverables shall be same as submitted in the price bid. The price bid shall not be considered if it is not matching with the list of deliverables submitted with technical bids.

S. No.	Description of the Item with broad specs	Quantity	Make and model
(1)	(2)	(3)	(4)

NOTE: It is mandatory to mention the make and model of each offered stores. Also, the brochure/technical details of Windows Server 2012 R2 Standards edition OS, MS SQL Server 2012 R2 Standard edition & Hitachi HDDs should be enclosed.

Check List

(Annexure-1)

S.No.	Item description	Compliance (Yes / No / Not Applicable)
1	Name of the firm who quoted the price, with complete address and contact details of the firm-representative for this tender is to be attached on the letter head of the firm	
2	Copy of Permanent Account Number details is to be attached with the Technical Bid	
3	Copy of GST details is to be attached with the Technical Bid	
4	Is Registration Certificate of the firm attached?	
5	Is the EMD submitted by the another firm other than the Quoted or Participating firm? If yes, then bid is likely to be ignored	
6	Technical Brochures of the quoted Windows Server 2012 R2 Standard edition with CALs , MS SQL Server 2012 R2 Standard edition & Hitachi Storage Hard Disk Drives are required to be enclosed.	
7	Have you kept validity of your bid as per the Tender document with the Technical Bid? (Refer the Clause 2.4)	
8	Each page of tender bid submitted by the Bidder is required to be page numbered, signed and sealed (company seal).	
9	Have you enclosed the Annexure-2 (Tender Terms & Conditions Acceptance Form) duly filled and signed (i.e. terms and conditions are acceptable).	
10	Original set of tender document is also to be enclosed. Each page is to be signed with company seal.	
11	Have you enclosed clause-by-clause compliance statement for the “List of requirements/ Technical specifications (in Section–III for clauses 3.3, 3.4, and 3.5)”.	
12	Have you submitted copy of the last purchase order(s) and end user certificate?	
13	Is tender Submitted by an OEM?	
14	Is tender submitted by an integrator/Agent/Dealer/Supplier/Distributor/ Stockist etc. of OEM?	
15	If Yes to above question, Whether Back-to-back support agreement with equipment manufacturer attached?	
16	List of deliverables as per clause 2.24 is to be enclosed.	
17	Have you enclosed Blank Price bid (along with Technical Bid) as per Annexure-IV (in Section-II) (with columns Base Price, Unit Price and Total Price as Blank (or Empty) (Refer the clause no. 1.7.1.7).	
18	Price Bid: Duly filled, signed and sealed Price bid as per Annexure-IV (in Section-II). The price should be given separately. It should not be enclosed with the Technical bid	

Tender Terms & Conditions Acceptance Form

(For all the terms & conditions of tender document are acceptable to bidder)

To

The Director,
National Centre for Seismology,
Lodi Road, New Delhi-110 003

Ref: Tender document No. _____ dated _____

I/We, the undersigned have examined the above mentioned tender document, including amendment/corrigendum No. _____, dated _____ (if any), the receipt of which is hereby confirmed. We now offer to supply, installation, configuration and delivery **of following:**

(i) **Software - 12 nos. of Windows Server 2012R2 Standard edition with corresponding nos. of CALs (6 each at NCS, New Delhi and INCOIS, Hyderabad) and 02 nos. Microsoft SQL Server 2012 R2 Standard edition (1 each at NCS, New Delhi and INCOIS, Hyderabad) with valid licenses.**

(ii) **Hardware - 05 nos. of Hitachi Storage Hard Disk Drives for Server at NCS, New Delhi.**
inconformity with your above referred document.

If our tender is accepted, we undertake to supply the goods and perform the warranty services as mentioned in tender document with the delivery schedule specified in the “RFP-List of requirements/ technical specifications”.

I/We further confirm that, if supply / purchase order is placed to firm, we shall provide performance security of required amount in an acceptable form for due performance of the contract.

I/We agree to keep our tender valid for acceptance as required in tender document or for subsequently extended period, if any, agreed to by us. I/We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. I/We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

I/We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry.

We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities.

I/We confirm that we fully accept and agree to all the terms and conditions specified in above mentioned tender document, including amendment/ corrigendum etc. if any.

(Signature with date and seal of the company)

(Name and designation)

Duly authorized to sign tender for and on behalf of bidder

Note: 1. Firm/company shall use their own printed letter head for issuing this certificate.

2. Acceptance shall be unconditional.

MODEL BANK GUARANTEE FORMAT FOR FURNISHING EMD & PERFORMANCE SECURITY

Whereas(herein after called the “bidder”) has submitted their offer datedfor the supply, installation, configuration of following:

- (i) Software - 12 nos. of Windows Server 2012R2 Standard edition with corresponding nos. of CALs (6 each at NCS, New Delhi and INCOIS, Hyderabad) and 02 nos. Microsoft SQL Server 2012 R2 Standard edition (1 each at NCS, New Delhi and INCOIS, Hyderabad) with valid licenses.
- (ii) Hardware - 05 nos. of Hitachi Storage Hard Disk Drives for Server at NCS, New Delhi.

.....(herein after called the “tender”) against the purchaser’s tender enquiry No. KNOW ALL MEN by these presents that We..... ofhaving our registered office at.....are bound unto (herein after called the “Purchaser) in the sum of..... for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this..... day of20.....

THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the bidder withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the bidder having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
 - a) If the bidder fails to furnish the Performance Security for the due performance of the contract.
 - b) Fails or refuses to accept/execute the contract.

We undertake to pay the “Director, National Center for Seismology”, up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including 60 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

Bank Guarantee issued with the tender enquiry reference No. NCS/Battery charger/2019 Dated.....

.....
(Signature of the authorized officer of the Bank)
.....

Name and designation of the officer
.....

PRICE SCHEDULE (Financial Bid format)

S. No.	Name of Item/Store with broad specifications	Quantity	Make & Model	Unit Base Price (Rs.)	Applicable taxes & duties (Rs.)	Unit Price (Rs.) (5)+(6)	Total price (3x7) (Rs.)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

Total Tender price (in Rupees) in Figures and in Words:

Note/instruction:

1. The bidder shall use their own letter head for quoting the prices.
2. Price shall be preferred in above format.
3. The names of each stores/items offered in technical proposal must be mentioned with make & Model including services etc if any. The deliverables list attached with financial bid must be exactly same as per the technical bids.
4. *All delivery charges for the delivering all the goods at NCS, HQ, MausamBhavan Office Complex, Lodi Road, New Delhi-110003 and INCOIS, Ministry of Earth Sciences, Govt. of India, "Ocean Valley" PB 21, Pragathi Nagar (BO), Nizampet (SO), Hyderabad- 500090 should be included.*
5. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.
6. All applicable taxes must be mentioned against each item. Rate of each applicable tax must be mentioned in price bid. If taxes not mentioned, then it is treated that price quoted is inclusive of taxes.
7. Price Bid (in pdf format excluding note/instruction) shall be uploaded on eprocure.gov.in

Signature of Bidder_____

Company Seal _____

SECTION-III
REQUEST FOR PROPOSAL (RFP)
FOR

“SUPPLY, INSTALLATION AND CONFIGURATION OF 12 NOs. OF WINDOWS SERVER 2012 R2 STANDARD EDITION WITH CORREPPONDING NOs. OF CALs, 02 NOs. OF MS SQL SERVER 2012 R2 STANDARD EDITION AND 05 NOs. OF HITACHI STORAGE HARD DISK DRIVES FOR SERVER.”

3.1 Introduction

Integrated Seismological and GPS/GNSS Data centers are presently running at NCS, New Delhi and INCOIS, Hyderabad in mirror mode. The computer systems of data centers at both the location work parallel to each other. There are 12 servers (6 each at NCS, New Delhi and INCOIS, Hyderabad) for handling the GPS/GNSS data. These 12 servers have Windows Server 2008 R2 Enterprise edition along with corresponding version of MS SQL for servers. This Windows Server 2008 R2 Enterprise version is to be upgraded to Windows Server 2012 R2 Standard edition along with MS SQL Server 2012 R2 Standard edition without any loss of application data. The 05 numbers of HITACHI AMS 2500 of 600GB each Hard Disk Drives for servers with casings are also required to extend the capacity of data center at NCS, New Delhi.

3.2 Scope of work: Supply, installation/upgradation and configuration of

- (i) Software - 12 nos. of Windows Server 2012 R2 Standard edition with corresponding nos. of CALs (6 each at NCS, New Delhi and INCOIS, Hyderabad) and 02 nos. Microsoft SQL Server 2012 R2 Standard edition (1 each at NCS, New Delhi and INCOIS, Hyderabad) with valid licenses.
- (ii) Hardware - 05 nos. of Hitachi Storage Hard Disk Drives for Server at NCS, New Delhi.

3.3 Specifications of Items

SN	Item	Specification	Quantity	Location
1	Software	Windows Server 2012 R2 Standard Edition OS software with valid license for Dell R910 & Dell R810 servers	6 + 6	NCS HQ New Delhi + INCOIS Hyderabad
		Client Access License (CAL) to access the standard edition of Windows OS Server 2012 R2	6 + 6	NCS HQ New Delhi + INCOIS Hyderabad
		Microsoft SQL Server 2012 R2 Standard edition Database Management Software for Dell R910 & Dell R810 servers	1 + 1	NCS HQ New Delhi + INCOIS Hyderabad
2	Hardware	Hitachi Storage AMS 2500 HDD with casing a) Part No. - 0B25662 b) Make - Hitachi c) Model - DKR5C-J60SS d) Capacity - 600GB e) RPM - 10K f) Type - UCTSSB600	5	NCS HQ New Delhi

3.4 Test and acceptance

All items will be tested at NCS HQ, New Delhi-03 and at INCOIS, Hyderabad. If any hardware or software found defective during testing, the supplier shall replace it immediately.

3.5 Terms and conditions

3.5.1 The bidder should be Original Equipment Manufacturer (OEM) or authorized representative of OEM. In case of OEM representative, a copy of authorization letter from OEM shall be enclosed with the technical bid.

3.5.2 The bidders are required to demonstrate the Hard Disk Drives with casing and accessories of

make and model offered in response to this tender enquiry at NCS HQ, Lodi Road, New Delhi-03 for technical evaluation and to verify compatibility with the present setup of data centers. In view of this, bidders are requested to keep a sample of Hard Disk Drives with casing offered in response to this tender enquiry ready with them for technical evaluation.

- 3.5.3 **As each firm shall be evaluated separately for hardware & software items, there will be two supply orders i.e. one for hardware and another for software as per clause 3.3. However, firm may quote any one item (i.e. Hardware or Software) or for both.**
- 3.5.4 The list containing make, model and data sheet giving the details of description of product and specifications should be enclosed with the technical bid.
- 3.5.5 **Warranty:** The supplier shall provide warranty of **one year** from the date of acceptance of hardware or software by NCS. If any hardware or software becomes defective/corrupt within warranty period, it will be informed to the supplier. The manufacturer/supplier shall collect the faulty hardware from NCS HQ and replace with new unit or repair existing defective hardware within 15 days of intimation without any additional cost to the purchaser. The supplier shall be responsible for to and fro shipping charges, if defective hardware is required to be sent to OEM for repair.
- 3.5.6 The bidders shall submit an undertaking in the technical bid that repair/replacement/re-installation/reconfiguration of faulty/corrupt hardware or software as mentioned above, will be provided during the one year warranty period.
- 3.5.7 **Delivery schedule:** Delivery should be done at NCS HQ, Lodi Road, New Delhi-03 through single consignment within 45 days from the date of placement of supply order. The goods are required to be delivered at NCS HQ, Mausam Bhawan Office Complex, Lodi Road, New Delhi-110003 and INCOIS, MoES, GOI, "Ocean Valley" PB 21, Pragathi Nagar (BO), Nizampet (SO), Hyderabad- 500090.
- 3.5.8 The scanned copies of the following documents are required to be uploaded for submission of tender through CPP portal <http://eprocure.gov.in/cppp/>. The bid should be submitted as per the Check list given in Annexure-1.