

Tender Document

For

Design, Supply, Installation of Hardware & Software and System Integration of a Remote Disaster Recovery Data Centre

OPEN TENDER NOTICE NO. NIELIT-A/TN-DC/2016-17/02

Dated 10th Dec 2016

ISSUED BY



NIELIT AURANGABAD

(An Autonomous Scientific Society)

Ministry of Electronics and Information Technology

Government of India

Note: This document contains a total of 31 pages. No change in the document by the bidder is permissible.

OPEN TENDER NOTICE NO. NIELIT-A/TN-DC/2016-17/02

Sealed tenders are invited on behalf of the Director, National Institute of Electronics & Information Technology (NIELIT), Aurangabad, Maharashtra, India, from Original Equipment Manufacturers or their authorized distributors/ dealers under Two Bid System for Design, Supply, Installation, Testing and Maintenance (for minimum of three years) etc of Hardware & software and System integration of a **Remote Disaster Recovery** data centre. The currently prevailing infrastructure of **existing Data Centre** also shall be augmented to meet the system requirement of **Primary Data center**.

The vendors may download Tender Documents containing detailed technical specifications and terms & conditions etc. from NIELIT, Aurangabad Website <http://nielit.gov.in/aurangabad> and submit the duly filled Tender (response) along with all required documents, processing Fee (non-refundable) and EMD to the Office of Purchase In-Charge, NIELIT, Aurangabad – 431004, On or before 6th January 2017, 14:30 Hrs. The Director, NIELIT Aurangabad reserves all the right to accept or reject any Tender/tender in part or full without assigning any reason thereof.

S/D
PURCHASE IN-CHARGE

Bid Information Sheet

Document Description	Tender Document for "Design, Supply, Installation of Hardware & Software and System Integration of a Remote Disaster Recovery Data Centre" at National Institute of Electronics & Information Technology (NIELIT), Aurangabad, Maharashtra, India,
Tender Document No.& Date	No. NIELIT-A/TN-DC/2016-17/02, Date: 10.12.2016
Last date & Time of Submission of Response to Tender Document	06.01.2017, 14:30 Hrs
Response to Tender Document	In a Closed Outer Envelope with following(as per given format and with enclosures mentioned elsewhere in this document) a Covering Letter (on the Letter Head of the Bidder) b Envelope – I with Techno Commercial Bid c Envelope –II with Price Bid
Date & Time Bid Opening (Techno-Commercial BID)	06.01.2017, 15:00 Hrs
Declaration of bidders qualified in (Techno-Commercial- BID)	On or before 10 -01-2017, 16.00 Hrs, at NIELIT, Aurangabad web site http://nielit.gov.in/aurangabad
Date & Time Bid Opening (Price-BID)	11 -01-2017, 16.00 Hrs.
Bid Opening Venue	NIELIT Conference room, NIELIT Complex, Dr. BAM University Campus, Aurangabad (M.S.), PIN-431004
Validity of Tender	60 (Sixty) days from the date of opening of tender
Cost of Tender Document	Free
Processing Fee (non-refundable)	Rs 1,000/- (One Thousand Only) (inclusive of service tax) to be submitted in the form of DD along with the Techno-Commercial BID in the form of Demand Draft drawn in favor of Director, NIELIT Centre, Aurangabad only on any of the Nationalized Banks.
Bid Security/EMD	Rs. 1,00,000/- (One Lack Only) to be submitted along with the Techno-Commercial BID in the form of Demand Draft drawn in favor of Director, NIELIT Centre, Aurangabad only on any of the Nationalized Banks.
Address For Submission of Response to Tender Document	To THE PURCHASE IN-CHARGE NIELIT Aurangabad Dr. BAM University Campus, Aurangabad (M.S.), PIN-431004, INDIA
Important Note: Prospective Bidders are requested to remain updated for any notices/amendments/clarifications etc. to the Tender Document through the websites http://nielit.gov.in/aurangabad No separate notifications will be issued for such notices/amendments/clarifications etc. in the print media or individually.	

SCOPE OF CONTRACT

The scope of work under the proposed contract involves Design, Supply, Installation, System integration, Testing, Commissioning, Training of our officers at your training centre before system integration and onsite training while installation, and Maintenance (for minimum of three years) etc of Hardware and software of a **Remote Disaster Recovery** data centre. The currently prevailing infrastructure of **existing Data Centre** at NIELIT Aurangabad also shall be augmented to meet the system requirement of **Primary Data center**. The bidder must ensure that the implementation generally meets the relevant industry standards. While Designing and Implementing the Data Centre, should keep in view the attributes such as Availability, Flexibility, Scalability and Modularity.

Existing Data Center Up-gradation as Primary Data center: NIELIT Aurangabad has an existing data center with CISCO UCS platform with four blade servers installed in CISCO UCS 5108 mini chassis, attached to SAN box IBM v3700 with capacity 40TB. The data center running using VMware software Hypervisor, Vsphere and VCenter. The existing data center is having four blade servers installed with VMware, Vsphere standard software, out of four blade servers two blade servers shall be used for user data backup to **Remote Disaster Recovery** data centre and these two blade servers soft ware shall be migrated to Vsphere Operation management software enterprise plus.(The existing VMware Vsphere standard software licenses shall be revoked and migrated to DR site rack mount Servers at DR site). 4 VMs should be created with 8 TB, 4TB, 2TB, 1TB of SAN space. SAN box IBM v3700 also need to configured for High Availability with UCS mini with fabric extender (FI-A, FI-B). Primary site should be configured for VMs to be replicated at DR site using SRM module in Vsphere enterprise plus software. The same VMs created shall be used by various users to dump their data over networked computers. The same VMs are need to be replicated by implementing SRM module in VMware enterprise plus. Connectivity also need to be upgrade FI to storage using FCoE cards and Ethernet 10G ports.

Remote Disaster Recovery site implementation: Disaster recovery site shall be installed with 2-rack mount servers connected to IBM V3700 storage using 10G, 8-ports Ethernet switch and housed in 42U Rack. VMware software like Hypervisor, Vsphere standard and Vcenter foundation need to be installed at the site with all appropriate licensing. (The existing VMware Vsphere standard software licenses in the existing data centre shall be revoked and migrated to DR site rack mount Servers). DR site is replicating and updating the 4 primary VMs running on primary data center. VMs should be replicated without intervention of network Admin using SRM module.

After installation live testing & demonstration of running VMs and DR site switchover as per relevant industry benchmark standard without any data loss shall be carried out by the vendor.

Note:

1. Since all the additional hardware and software other than that in the existing data centre, for the satisfactory implementation of solution is included in the scope of supply, any other items, hardware/software (Other than given in the tender document) if required for the satisfactory working of the solution shall be quoted separately.
2. To study the Existing Data Center prospective bidders shall visit NIELIT Aurangabad on any working day between 3.00 PM to 5.30 PM before submitting the tender response.
3. The connectivity between the primary Data center and Remote Disaster Recovery Data center is not included in the scope of supply of this tender.

Bid Information & Instructions to Bidders

1. The Director, National Institute of Electronics & Information Technology (NIELIT), Aurangabad – 431004, invites you to quote for the item as per the SCHEDULE OF REQUIREMENT ANNEXURE-I ON FIXED PRICE BASIS. Sealed Tender must be submitted on or before the specified date & time.

2. Tender duly completed in all respects must reach PURCHASE IN-CHARGE, NIELIT, AURANGABAD NOT LATER THAN "**Last date & Time of Submission of Response to Tender Document**" specified in the **Bid Information Sheet** AND THE SAME WILL BE OPENED ON **Date & Time Bid Opening (Techno-Commercial BID)** specified in the **Bid Information Sheet**. The **Last date & Time of Submission of Response to Tender Document** and **Date & Time Bid Opening (Techno-Commercial BID)** will not be extended at all.

YOU ARE ADVISED TO GO THROUGH THIS DOCUMENT CAREFULLY AND TO COMPLY WITH ALL THE REQUIREMENTS OF THIS DOCUMENT.

3. NIELIT Aurangabad is an Autonomous Institution of Ministry of Electronics & Information Technology (MoE&IT), and is conducting AICTE approved Diploma in Electronics Production and Maintenance [DEPM], B. Tech - Electronics System Engineering, M. Tech in Electronic Design and Technology and Research Centre for Doctoral (Ph. D) Program in Engineering & Technology under Dr. BAM University, and the degrees for these courses/program are awarded by Dr. Babasaheb Ambedkar Marathwada University, Aurangabad 431 004 (M.S.). **All tender must be submitted with concessional pricing as applicable to educational institution.**

NIELIT-A/TN-DC/2016-17/02, Dated 10th Dec 2016

4. **SUBMITTING OF TENDERS:**

Your offer must be split in TWO parts and must be put in separate envelopes and be embossed clearly as follows:

- (a) **TECHNO COMMERCIAL BID**
- (b) **PRICE BID**

A pictorial representation of the embossment is as follows:

ENVELOPE – I

TECHNO COMMERCIAL BID Sub: Supply and installation of Design, Supply, Installation of Hardware & Software and System Integration of a Remote Disaster Recovery Data Centre NIELIT Tender No. NIELIT-A/TNDC/201617/02 Last date & Time for receipt of Tenders 06.01.2017 at 14:30 Hrs Date of opening : 06.01.2017 at 15:00 Hrs To The Director NIELIT Aurangabad Dr. BAM University Campus, Aurangabad (M.S.), PIN-431004, INDIA
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ENVELOPE – II

PRICE BID Sub: Supply and installation of Design, Supply, Installation of Hardware & Software and System Integration of a Remote Disaster Recovery Data Centre NIELIT Tender No. NIELIT-A/TN-DC/2016-17/02 Last date & Time for receipt of Tenders 06.01.2017 at 14:30 PM Date of opening : 11.01.2017 at 16:00 Hrs To The Director NIELIT Aurangabad Dr. BAM University Campus, Aurangabad (M.S.), PIN-431004, INDIA
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5. Envelope–I , Envelope–II and covering letter as per enclosed format (ANNEXURE VII) are then to be put together in another envelope as a **outer envelope**. The outer envelope should be addressed to The **PURCHASE IN-CHARGE**, NIELIT Aurangabad, Dr. BAM University Campus, Aurangabad (M.S.), PIN-431004, INDIA, mentioning the details. A pictorial representation of the embossment of details on outer envelope is as shown below:

OUTER ENVELOPE

Tender No. NIELIT-A / TN-DC / 2016-17/ 02 Last date & Time for receipt of Tenders : 06.01.2017 at 14:30Hrs Date of Opening: 06.01.2017 at 15:00 Hrs To THE PURCHASE IN-CHARGE NIELIT Aurangabad Dr. BAM University Campus, Aurangabad (M.S.), PIN-431004, INDIA

NOTE: BOTH **TEHNO- COMMERCIAL AND PRICE BID** SHALL BE CLOSED WITH SEALED WAX.

6. Director, NIELIT AURANGABAD reserves all the right to accept any or all tenders either in part or in full without assigning any reasons thereof.
7. One cover should contain only one Tender.
8. The time, date and venue of opening of bids will be as given in Bid Information Sheet and all bidders or their authorized representatives are at liberty to be present during opening of the Tenders.

TO SUMMARISE THE CONTENTS OF ENVELOPE-I AND ENVELOPE-II WOULD BE AS FOLLOWS:

Envelope – I (Techno - Commercial Bid) must contain the following;

- a Bid processing Fee as specified in the **Bid Information Sheet**.
- b The **E.M.D.** as specified in the **Bid Information Sheet**.
- c Our tender documents duly stamped and signed **by your authorized signatory on every page** in token of acceptance of our tender specifications/ technical requirement and terms and conditions.
- d Technical Brochure of the goods quoted, **to prove that the goods quoted complies with the detailed Technical Specifications given in Annexure–I of the Tender document.**
- e **Filled "COMPLIANCE STATEMENT OF SPECIFICATION"** as per the format given in **Annexure–V of the Tender document**. The Detailed Technical clarification must be given clearly point by point conforming to the description / specifications enclosed to this Tender as Annexure–I in case of any deviation .
- f **Filled "COMPLIANCE STATEMENT OF TERMS & CONDITIONS"** as per the format given in **Annexure–VI of the Tender document**.
- g **Techno - Commercial Bid, as per the format given in Annexure–III of the Tender document. Techno-commercial bid should not indicate the price, any deviation may lead to cancellation of the tender submitted by the bidder. Where there is no mention of all the terms and conditions given in techno - commercial bid, such quotations shall be rejected as incomplete.**
- h **MANUFACTURER'S AUTHORIZATION FORM** as per the format given in **Annexure–II of the Tender document:** In case of bid by authorized dealer/distributor, the manufacturer authorization should be attached with the technical bid as per Annexure-II.

- i List of organizations to whom said goods/Services are supplied.
- j A copy of ISO 9000 certification, if applicable.

Envelope – II (Price Bid) must contain:

- a One copy Techno - Commercial Bid, as per the format given in Annexure–III of the Tender document .
- b The PRICE - BID, **as per the format** given in **Annexure–IV of the Tender document.** **In the price** where there is no entry for any of the financial heads, the respective head is assumed to be Zero or included in the basic price.
- c The quotes must signify the capacity in which the tender has been signed i.e. whether as a sole proprietor, authorized partner or as authorized signatory of a company.

INSTRUCTIONS :

- a **Techno - Commercial Bid should be quoted without price.** Taxes and other charges if any should be quoted as percentage (%) of Basic unit Price only. Any deviation may lead to cancellation of the tender submitted by the bidder.
- b Tender should be submitted directly by the manufacturer/supplier or its sole authorized distributor/dealer. In case of bid by authorized dealer/distributor, the manufacturer authorization should be attached with the technical bid as per Annexure-II.
- c The bidder shall bear all costs associated with the preparation and submission of their bid offer, irrespective of the conduct or outcome of the bidding process.
- d The bidder should not indulge in any corrupt, fraudulent, collusive, coercive practices during the entire process of procurement and execution of contract/order.
- e Before the deadline for submission of the bid, NIELIT AURANGABAD reserves all the right to modify the bidding document and to extend or not to extend the date of submission. **Prospective Bidders are requested to remain updated for any notices/amendments/clarifications etc. to the Tender Document through the websites <http://nielit.gov.in/aurangabad> No separate notifications will be issued for such notices/amendments/clarifications etc. in the print media or individually.**
- f Conditional tender will be summarily **rejected**.
- g No bid may be withdrawn, substituted or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the

Bidder on the Bid Form or any extension thereof.

- h The price quoted by the bidder shall remain un-changed during the contract period and shall not vary on any account.
- i The vendor must quote for all lots and item listed and priced separately in the Price Schedules. If a Price Schedule shows item listed but not priced, their prices shall be assumed to be included in the prices of other item. Lots or item not listed in the Price Schedule shall be assumed to be not included in the bid.
- j All Taxes/Levies/Duties etc : The percentage of Taxes/Levies/Duties as applicable should also be Specified clearly in the Tender.
- k The prices should be FOR NIELIT-Aurangabad inclusive of packing, forwarding, installation and commissioning, **Three years onsite warranty/Support** from the date of successful installation & commissioning, freight and insurance charges. In case of Ex-Works Prices, the Packing, Forwarding Freight, Insurance, Installation/Commissioning charges, **Three years onsite warranty/Support** from the date of successful installation & commissioning, must be clearly quoted in your Tender. **No other charges than those mentioned in the Tender will be paid.**
- l Bid Currencies : **The vendor shall quote prices in Indian Rupees only**
- m **THE VENDOR MUST OFFER THE VALIDITY OF TENDER AS MENTIONED IN TENDER DOCUMENT. IF THE BID VALIDITY IS SHORTER THAN THE REQUIRED PERIOD, SUCH QUOTATIONS SHALL BE REJECTED AS INCOMPLETE.**
- n Deadline for Submission of Bids: Bids must be received by the NIELIT AURANGABAD at the address specified in invitation for bids not later than the time and date specified therein.
- o LATE BIDS: Any bid received by the NIELIT AURANGABAD after the deadline for submission of bids prescribed by NIELIT AURANGABAD will be rejected. Such Tenders shall be marked as late and shall not be considered for further evaluation. They shall not be opened at all and be returned to the bidders in their original envelope without opening.
- p The original and all copies of the bid shall be typed and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the bid, except for un amended printed literature, shall be initialed by the person or persons signing the bid.

Bid Terms & Conditions

1. The prices quoted should be for NIELIT-AURANGABAD inclusive of packing, forwarding, installation and commissioning, **Three years onsite warranty/Support** from the date of successful installation & commissioning, freight and insurance charges. In case of Ex-Works Prices, the Packing, Forwarding, Freight, Insurance, Installation/Commissioning, **Three years onsite warranty/Support** from the date of successful installation & commissioning, charges must be clearly quoted in your Tender. **No other charges than those mentioned in the Tender will be paid.**
2. **PACKING:** The goods must be packed by standard packing material properly, supplier will only be responsible for any damages / discrepancies to the consignment due to poor packing of goods.
3. **PERIOD OF DELIVERY:** The goods must be delivered within sixty days from the date of firm order positively at NIELIT-AURANGABAD .
4. **VALIDITY OF OFFER:** The prices must be valid for a period of sixty (60) days from the date of opening of the Tender. No upward changes in prices will be acceptable in any condition after opening of tender.
5. **INSTALLATION/COMMISSIONING:** The equipment must be installed/commissioned and demonstrated by the supplier at NIELIT AURANGABAD within Sixty (60) days after call letter of NIELIT AURANGABAD for installation/ commissioning and the same will be put under operation as per the contract specification. Technical expert/ scientist of NIELIT – Aurangabad will test the performance of the equipment. **No separate charges for installation etc. will be paid to the party beyond the quoted prices.**
6. **WARRANTY/SUPPORT:** The equipment must be warranted on sight for a period of three Years (Un-conditional warranty) from the date of its satisfactory installation/commissioning against all manufacturing defects. If the equipment is found defective during this period the whole equipment or part thereof will have to be repaired/ replaced by the supplier **free of cost at NIELIT AURANGABAD.** In case the firm fails to rectify the defects and equipment is not put to proper function as per contract specifications, the whole equipment will be returned to the supplier at their cost. Either the supplier will replace the whole equipment as per contract specifications or whole money paid by NIELIT AURANGABAD on the account of purchase of the equipment **will be refunded by supplier to NIELIT AURANGABAD.** During the warranty period the vendor will provide all the hardware, software, firmware etc. free of cost to enable the functioning and running of the system.
7. **SPARE PARTS :** The availability of spare parts must be guaranteed for a period of 5 years. In case of discontinuation of the equipment, you have to intimate us in advance.
8. **AFTER SALE SERVICE:** **It must be clearly indicated in the Tender whether the after sales service would be provided by supplier himself or by their authorized agent after**

satisfactory installation/commissioning of equipment.

9. PAYMENT:

- a) No advance payment (Prepayment) will be made at any cost.
- b) A pre-receipted bill in triplicate in the name of NIELIT Aurangabad duly supported by purchase order and delivery challan should be submitted to NIELIT for processing of payment
- c) 100% payment of the invoice value to the successful bidder will be made after satisfactory installation and commissioning, training of the goods at NIELIT - Aurangabad.
- d) In exceptional cases, such as goods with system integration (at NIELIT - Aurangabad) and installation, which takes more than a month after receipt of all the goods as per Purchase Order in good condition, a part payment of 50 % of the invoice value of the goods received, to the successful bidder will be made on Inspection (as per inspection clause) and after acceptance certification of goods by our technical expert/scientist. Balance 50% payment of the invoice value of the goods received will be made after satisfactory installation and commissioning, training of the goods at NIELIT - Aurangabad along with payment if any for other services offered by the vendor.

10. TRAINING : The supplier shall arrange extensive training of our officers at their training centre before system commissioning/installation, and also in operation, maintenance, trouble shooting etc while installing the system and after completion of Installation of the equipment, for a period of three working days at NIELIT AURANGABAD.

11. INSPECTION: The consignment shall be opened in the presence of firm's representative and inspection of the system will be done by our technical expert/scientist in the presence of firms representative at NIELIT AURANGABAD. **All short supplies will be arranged by supplier to NIELIT AURANGABAD.** In case of receipt of the material in damaged or defective condition the supplier will have to arrange the replacement of goods free of cost pending the settlement of the insurance case wherever applicable, as the insurance is to be arranged by the vendor from their warehouse to NIELIT AURANGABAD, Maharashtra.

12. EMD: EMD of **Rs. 1,00,000 /- (One Lack Only)** towards earnest money deposit in the form of Demand Draft valid for three months from the date of opening of the Tender must be submitted along with Tender (techno-commercial Tender in case of two bid system), otherwise Tender will be **REJECTED**. EMD of the un-successful bidders shall be refunded at the earliest after finalizing the purchase of the concerned item. **No interest will be paid by NIELIT on EMD.** In case the bidder is failed to accept our order or failed to execute our order the EMD will be forfeited. **BID(s) NOT ACCOMPANIED WITH AN EMD IS/ARE LIABLE TO BE REJECTED.**

13. **PENALTY:** In case the delivery of goods is not made on or before the prescribed date of delivery or the installation and commissioning is not completed within stipulated period by the supplier a penalty @ 0.5% per week of order value will be charged to a maximum of 5% from the successful bidder.

14. **SECURITY DEPOSIT (PERFORMANCE SECURITY) :** An unconditional performance bank guarantee from scheduled bank for 5% amount of order value has to be furnished by successful bidder along with acceptance of our order towards the performance security within 21 days of the placement of order failing which the order shall be deemed as terminated. The bank guarantee must be valid up to delivery period and installation & commissioning period as well as warranty period plus 2 months. In case of any breach of contract the bank guarantee will be forfeited. **No interest will be paid by NIELIT on SECURITY DEPOSIT.**

15. **DELETION OF NAMES OF DEFAULTING PARTIES:-** Names of parties defaulting after opening of tenders will be recommended for deletion from the list of suppliers in addition to forfeiture of EMD submitted by the party. Those firms who have already been Black listed by NIELIT / Govt. of India, need not apply /quote.

16. **UNSOLICITED QUOTATION/LATE QUOTATION:** Unsolicited Tender/incomplete Tenders/ late or delayed Tenders shall not be considered at all. Post tender revision/corrections shall also render their tender liable for rejection. It is the responsibility of the bidder to ensure that the bid complete in all respect is received in NIELIT before the last date of receipt of tenders. NIELIT will not be responsible for the loss/delay in transit of any bid

17. **COMPLIANCE STATEMENT:** Bidder are required to furnish a compliance statement of each and every specification of our tender supported by the technical literature/leaflet in the following format. The deviations, if any from the tendered specifications should be clearly brought out in the statement. Similarly, the compliance of each of the required terms and conditions of the tender may also be stated in the form of a separate compliance statement along with Tender (with techno commercial bid in case of two bid system). Deviations may be given in separate column. The firms are advised to submit both the compliance statements along with their TECHNO COMMERCIAL BID, failing which their offer will be treated incomplete and can be ignored. **The quoted equipment should be of latest technology.**

FORMAT OF COMPLIANCE STATEMENT OF SPECIFICAT IONS

Sr. No.	Name of component / part/ Accessories of tender enquiry	Specifications As per tender enquiry	Compliance Whether "YES" OR "NO"	Deviation, if any to be indicated in unambiguous terms
1	2	3	4	5

FORMAT OF COMPLIANCE STATEMENT OF TERMS & CONDITIONS

Sr.No.	Terms & conditions of Tender documents	Whether acceptable or not (YES/NO/NA)	Deviation from tender terms, if any, with reasons for non compliance or alternative conditions quoted for
1	2	3	4

18. **FORCE MAJEURE:** Neither of the Parties here to shall be liable for damage or have the right to cancel for any delay or default in performing it's control including but not limited to Fire, Storm, Floods, Earthquakes, acts of God, Government restriction, continuing domestic or international problems (such as wars, rebellion, insurrections, strikes, riots, work stoppages, labour dispute) or delay as to ancillary materials, which affect the dates of fulfillment of any obligations as per the Purchase Order. Such dates will be respectively postponed for the period of continuance of such force majeure circumstances and the other party can suspend the performance of its obligations correlated to the postponed obligation of the effected party.

19. The obligation thus postponed shall be resumed after the force majeure circumstances have ceased. At the beginning, during and at the pre-visible end of the force majeure circumstances the parties shall promptly consult with each other about appropriate counter measures to be taken. If the performance of obligations of any party should be delayed more than six (06) months by reasons of force majeure circumstances mentioned above, the parties shall mutually consult about subsequent performance of obligations.

20. **CANCELLATION OF ORDER:** In the event of vendor's failure to execute the order as per terms and conditions mentioned therein, NIELIT AURANGABAD reserves the right to cancel the Purchase order without any obligation. The Bidder may also specify obligations if NIELIT AURANGABAD decides to cancel the Purchase Order for reasons attributable to NIELIT AURANGABAD.

21. In case the bid is substantially responsive, the purchaser may request that bidder may submit the necessary information, documentations, within a reasonable period of time, to rectify, non-material, non-conformities or omission in the bid related to documentation requirements. Failure of the bidders to comply with request may result in the rejection of its bids. But in case of the material deviation/reservation or omission which limits or is inconsistent with the bidding documents and the purchaser's rights or bidders obligations under the contract or which is rectified, would unfairly affect the other bidders, the bid will be rejected.

22. The purchaser shall correct arithmetical errors on the following basis

- a If there is a discrepancy between the unit price and the line item total i.e. obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected.
- b If there is an error in a total corresponding to the addition or subtraction of

subtotals, the subtotal shall prevail and the total shall be corrected, and

- c If there is discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.
23. The Purchaser reserves all the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the tender document without any change in unit price or other terms and conditions.
24. **TECHNO - COMMERCIAL BID EVALUATION :**
- a On the due date and time the **Envelope – I (Techno - Commercial Bid)** will be opened and referred to the **Techno - Commercial** Committee which is duly constituted by the Director, NIELIT AURANGABAD.
- b The information received in the **Envelope – I** will be examined with reference to the tendered specifications, terms & conditions and evaluation is made by the **Techno - Commercial** Committee.
- c After the **Techno - Commercial** evaluation is completed and approved, NIELIT AURANGABAD shall publish list of **bidders qualified in Techno-Commercial- BID**, at NIELIT, Aurangabad web site <http://nielit.gov.in/aurangabad>
25. If any change in the date and time of **Price - Bid** opening specified in the tender document, the same shall be published in **NIELIT, Aurangabad web site .**
26. **PRICE - BID EVALUATION:**
- a On the due date and time the **Envelope – II (Price - Bid) of bidders qualified in Techno-Commercial- BID** will be opened and referred to the **Techno - Commercial** Committee which is duly constituted by the Director, NIELIT AURANGABAD.
- b The lowest quoted, Qualified Bid will be selected based on total price quoted inclusive of all as specified in PRICE - BID, **as per the format** given in **Annexure– IV of the Tender document..**
27. **ARBITRATION:** In the event of any question dispute or difference whatsoever arising under this contract or in connection therewith including any question relating to existence, meaning and interpretation of this contract or any alleged breach thereof, the same shall be referred to the Director General, NIELIT or to a person appointed by him for the purpose. The same shall be binding on both the parties.
28. **JURISDICTION:** All disputes arising over these terms and conditions shall be in the exclusive jurisdiction of courts in Aurangabad.

29. **ACCEPTANCE OF OFFER:** The Director, NIELIT AURANGABAD reserves all the right to accept or reject any Tender / tender in part or full without assigning any reason thereof. No interim inquiries will be attended to.

30. **FALL CLAUSE :** The supplier shall certify that if the prices go downwards before execution of our order than the quoted prices, the benefit in this situation shall be allowed to NIELIT AURANGABAD by the supplier. The supplier shall certify that the equipment material shall not be supplied to anyone less than the contract price during the period of execution of NIELIT AURANGABAD order.

S/D
PURCHASE IN-CHARGE

**ANNEXURE – I
SCHEDULE OF REQUIREMENT**

Data Centre Hardware			
Sr. No.	Component / Make	Specifications	Qty.
a	Rack Mount Server (2U) Make:-HP/CISCO/ DELL	Intel Xeon processor 2.5GHz, E5-2680 v3/120W 12C/30MB Cache- 2 Nos. 128 GB RAM, 1.2TB HDD - 2 Nos., 10G NIC 2 ports/4 ports (As per connectivity ports available on SAN storage), DUAL Power Supply	2 Nos.
b	40 TB SAN storage Make:- IBM V3700	1.8 TB 10,000 rpm, 12 Gb SAS 2.5 Inch HDD- 22 Nos. 10Gb FCoE, 2 Port Host Interface Card - 2 Nos 10Gb FCoE Compatible FC SW SFP+ (multimode) Transceivers (Pair) - 2 Nos. 5m Fiber Cable (LC) - 4 Nos. Additionally 10Gb FCoE 2 Port Host Interface Card - 2 Nos, shall be supplied as Spare item	1 No.
c	Ethernet switch Make:- CISCO 3850 / 4850	Ethernet L3 switch with 10G SFP ports 16 Nos.	1 No.
d	SERVER rack 42U Make:- Rittal	SERVER rack 42U with complete accessories	1 No.

Note: The component make shall be as specified to match with the components of existing Data Center.

Data Centre Software			
Sr. No.	Make	Component	Qty.
a	VMware	Vsphere with Operations Management Enterprise Plus, with Production Support and Subscription for 3 years	2 Nos.
b	VMware	VCenter Foundation with Production Support and Subscription for 3 years .	1 No.
c	VMware	Site Recovery Manager with Production Support and Subscription for 3 years.	1 No.
d	VMware	Vsphere standard 6 with Production Support and Subscription for 3 years	2 Nos.
e	RedHat	Operating System RedHat Enterprise (Latest Version)	2 Nos.
f	Microsoft	Operating System Microsoft 6 Windows Server (Latest Version)	2 Nos.

Note: The connectivity between the primary Data center and Remote Disaster Recovery Data center is not included in the scope of supply of this tender.

S/D
PURCHASE IN-CHARGE

**ANNEXURE- I I
MANUFACTURER'S AUTHORIZATION FORM**

(The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer).

Date: [insert date (as day, month and year) of Bid Submission] **Tender No.:** (insert number from Invitation for Bids)

To : (insert complete name and address of Purchaser)

WHEREAS

We (insert complete name of Manufacturer), who are official manufacturers of (insert type of goods manufactured), having factories at (insert full address of Manufacturer's factories), do hereby authorize (insert complete name of Bidder) to submit a bid the purpose of which is to provide the following Goods, manufactured by us (insert name and or brief description of the Goods), and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with warranty clause of the conditions of the contract with respect to the goods offered by the above firm.

Signed : (insert signature(s) of authorized representative(s) of the Manufacturer) **Name:** (insert complete name(s) of authorized representative(s) of the Manufacturer) **Title:** (insert title)

Duly authorized to sign this Authorization on behalf of : (insert complete name of Bidder)

Dated on day of (insert date of signing)

ANNEXURE-III

TECHNO-COMMERCIAL BID

Techno - Commercial Bid should be quoted without price. Taxes and other charges if any should be quoted as percentage (%) of Basic Price only. Any deviation may lead to cancellation of the tender submitted by the bidder.

1. Tender No. :
2. Name of the Bidder :
3. Complete office address of Bidder
4. Contact details of authorized person of Bidder who have signed the tender.
 - a. Name:
 - b. Designation:
 - c. Phone (Office):
 - d. Phone (Mobile):
 - e. E mail:
5. Due date & Time of submission of bid:
6. Opening Time of the Techno-Commercial Bid :
7. EMD details (Amount, DD number & bank detail):
8. Validity of tender from the date of opening of the Tender (minimum 60 days):
9. Description/Make/ specification of item:
10. Delivery time required from the date of releasing P.O. by NIELIT:
11. Time required for successful completion of installation and training from the date of releasing P.O. by NIELIT:
12. Supplier /Address of Authorized agent provides After Sale Service:

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13. Compliance with Technical Specification:

14. Compliance with Terms & Conditions:

15. Pl give details of any other items or Service not included in data centre SCHEDULE OF REQUIREMENT but it is essential as per the SCOPE OF CONTRACT

16. Pl specify taxes and other charges etc if any as percentage (%) of Basic Price in the following table

Sl. No.	Data Centre Hardware	Pl specify as % of Basic Price (if any)
a)	Sales Tax/ VAT/ CST (along with surcharge & turnover tax, if applicable)	
b)	Local Body Taxes: Octroi/ LBT (of Aurangabad Municipal Corporation only, If applicable)	
c)	Packing & Forwarding Charges	
d)	Freight/ Transportation	
e)	Insurance	
f)	3 years onsite Warranty charges	
g)	Commission, Installation & Training	
h)	Service Tax	
i)	Any other charges/ Levies (pl. specify)	
Sl. No.	Data Centre Software	Pl specify as % of Basic Price (if any)
a)	Sales Tax/ VAT/ CST (along with surcharge & turnover tax, if applicable)	
b)	Local Body Taxes: Octroi/ LBT (of Aurangabad Municipal Corporation only, If applicable)	
c)	Packing & Forwarding Charges	
d)	Freight/ Transportation	
e)	Insurance	
f)	3 years onsite Warranty charges	
g)	Commission, Installation & Training	
h)	Service Tax	
i)	Any other charges/ Levies (pl. specify)	

Place

(Signature of the Supplier with Office Stamp)

Date

Address:

Tel. No:

ANNEXURE-IV

PRICE BID

The Price Bid should contain the detailed breakup of the price as per the following format.

A. Data Centre Hardware (Specification/Make as per Annexure - I)

<i>Sr. No.</i>	<i>Financial Heads</i>	<i>%</i>	<i>Qty</i>	<i>Rate in Rs</i>	<i>Amount in Rs</i>
a.	Basic Price of Rack Mount Server (2U) Make:-HP/CISCO/ DELL	--	2		
b.	Basic Price of 40 TB SAN storage Make:- IBM V3700	--	1		
c.	Basic Price of Ethernet switch Make:- CISCO 3850 / 4850	--	1		
d.	Basic Price of SERVER rack 42U	--	1		
e.	Sales Tax/ VAT/ CST (along with surcharge & turnover tax, if applicable)				
f.	Local Body Taxes: Octroi/ LBT (of Aurangabad Municipal Corporation only, If applicable)				
g.	Packing & Forwarding Charges				
h.	Freight/ Transportation				
i.	Insurance				
j.	3 years onsite Warranty charges				
k.	Commission, Installation & Training				
l.	Service Tax				
m.	Any other charges/ Levies (pl. specify)				
				Sub Total Price	

A) Sub Total Price of Data Centre Hardware in words:

Note: The above financial template should be strictly followed. Any deviation from the above template may lead to cancellation of the tender submitted by the bidder..

Place:

Date:

(Signature of the Supplier with Office Stamp)

Address:

Tel. No:

B. Data Centre Software (Specification/Make as per Annexure - I)

<i>Sr. No.</i>	<i>Financial Heads</i>	<i>%</i>	<i>Qty</i>	<i>Rate in Rs</i>	<i>Amount in Rs</i>
1.	Vsphere with Operations Management Enterprise Plus , with Production Support and Subscription for 3 years	--	2 Nos.		
2.	VCenter Foundation with Production Support and Subscription for 3 years .	--	1 No.		
3.	Site Recovery Manager with Production Support and Subscription for 3 years.	--	1 No.		
4.	Vsphere standard 6 with Production Support and Subscription for 3 years	--	2 Nos.		
g	Operating System RedHat Enterprise (Latest Version)	--	2 Nos.		
h	Operating System Microsoft6 Windows Server (Latest Version)	--	2 Nos.		
5.	Local Body Taxes: Octroi/ LBT (of Aurangabad Municipal Corporation only, If applicable)				
6.	Packing & Forwarding Charges				
7.	Freight/ Transportation				
8.	Insurance				
9.	3 years onsite Warranty charges				
10.	Commission, Installation & Training				
11.	Service Tax				
12.	Any other charges/ Levies (pl. specify)				
	Sub Total Price				

B) Sub Total Price of Data Centre Software in words:

Note: The above financial template should be strictly followed. Any deviation from the above template may lead to cancellation of the tender submitted by the bidder..

Place:

Date:

(Signature of the Supplier with Office Stamp)

Address:

Tel. No:

C. Any other items or Service not included in A&B but it is essential as per the Scope of Contract

<i>Sr. No.</i>	<i>Financial Heads</i>	<i>%</i>	<i>Qty</i>	<i>Rate in Rs</i>	<i>Amount in Rs</i>
a)	(Details of "C" above)	--			
b)	Local Body Taxes: Octroi/ LBT (of Aurangabad Municipal Corporation only, If applicable)				
c)	Packing & Forwarding Charges				
d)	Freight/ Transportation				
e)	Insurance				
f)	3 years onsite Warranty charges				
g)	Commission, Installation & Training				
h)	Service Tax				
i)	Any other charges/ Levies (pl. specify)				
	Sub Total Price				

C) Price of items or Service not included in A&B above, but it is essential as per the Scope of Contract in words:

Grand Total Price of all items and Service as per the Scope of Contract

- a. in figures (A+B+C) in Rs =
- b. in words:

Note: The above financial template should be strictly followed. Any deviation from the above template may lead to cancellation of the tender submitted by the bidder..

Place:

Date:

(Signature of the Supplier with Office Stamp)

Address:

Tel. No:

ANNEXURE – V
FORMAT OF COMPLIANCE STATEMENT OF SPECIFICATIONS

Tender No. **NIELIT-A/TN-DC/2016-17/02**

Date : 10.12.2016

1. Quotation will not be considered without submission of this format duly filled by the bidder.
2. Compliance/non compliance of specification of item quoted should be marked in column 4 by **YES/NO** in respective row. (preferably use different colour ink for NO). If answer is **NO details shall be given** in column 5
3. Kindly see the relevant terms & conditions of the tender document before filling.

Sl.No.	Name of component / part/ Accessories of tender enquiry	Specifications As per tender enquiry	Compliance Whether "YES" OR "NO"	Deviation, if any to be indicated in unambiguous terms
1	2	3	4	5
Data Centre Hardware				
a	Rack Mount Server (2U) Make:-HP/CISCO/DELL	Intel Xeon processor 2.5GHz, E5-2680 v3/120W 12C/30MB Cache- 2 Nos. 128 GB RAM, 1.2TB HDD - 2 Nos., 10G NIC 2 ports/4 ports (As per connectivity ports available on SAN storage), DUAL Power Supply		
b	40 TB SAN storage Make:- IBM V3700	1.8 TB 10,000 rpm, 12 Gb SAS 2.5 Inch HDD- 22 Nos. 10Gb FCoE, 2 Port Host Interface Card - 2 Nos 10Gb FCoE Compatible FC SW SFP+ (multimode) Transceivers (Pair) - 2 Nos. 5m Fiber Cable (LC) - 4 Nos. Additionally 10Gb FCoE 2 Port Host Interface Card - 2 Nos, shall be supplied as Spare item		
c	Ethernet switch Make:- CISCO 3850 / 4850	Ethernet L3 switch with 10G SFP ports 16 Nos.		
d	SERVER rack 42U Make:- Rittal	SERVER rack 42U with complete accessories		

Signature of the authorized signatory:

Sl.No.	Name of component / part/ Accessories of tender enquiry	Specifications As per tender enquiry	Compliance Whether “YES” OR “NO”	Deviation, if any to be indicated in unambiguous terms
1	2	3	4	5
Data Centre Software				
a	Vsphere with Operations Management Enterprise Plus , with Production Support and Subscription for 3 years	VMware		
b	VCenter Foundation with Production Support and Subscription for 3 years .	VMware		
c	Site Recovery Manager with Production Support and Subscription for 3 years.	VMware		
d	Vsphere standard 6 with Production Support and Subscription for 3 years	VMware		
e	Operating System RedHat Enterprise (Latest Version)	RedHat		
f	Operating System Microsoft6 Windows Server (Latest Version)	Microsoft		

Signature of the authorized signatory:

ANNEXURE – VI

FORMAT/ QUESTIONNAIRE FOR COMPLIANCE OF TERMS AND CONDITIONS

1. Quotation will not be considered without submission of this format duly filled by the bidder.
2. For a particular question is in Col. No. 2 below, please write most appropriate one answer, **YES/NO/NA** based on **acceptable/ not acceptable/not applicable** in respective row in Col. No. 3. (preferably use different colour ink for NO).
3. Kindly see the relevant terms & conditions of the tender document before filling.

Sl. No.	Terms & conditions of Tender documents	Whether acceptable or not (YES/NO/NA)	Deviation from tender terms, if any, with reasons for non compliance or alternative conditions quoted for
1	2	3	4
a.	Whether Tender is direct from Principal supplier/manufacturer or their own office in India (Please specify)		
b.	Whether the Techno-commercial and price bids (for two bid tender system only) have been kept in separate envelopes duly marked with Techno- commercial Bid and Price Bids respectively.		
	Whether the tender Number, Due date and Opening dates have been written outside all the envelopes.		
c.	Whether techno-commercial Bid contains EMD, technical literature/ leaflets, detailed specifications and commercial terms and conditions etc. as applicable.		
d.	Whether the required EMD is being submitted with the quotation. Please specify the form of EMD (Please mention No., date & amount of EMD documents).		
e.	Whether prevailing rates of Sales Tax, Excise Duty, service tax and other Govt. levies have been given in Tender		
f.	Have you mentioned the validity period of the Tender as per our requirement.		
g.	Whether the tender submitted with concessional		

	price as applicable to educational institution.		
h.	Whether the Price reasonability Certificate is submitted with Tender.		
	Whether copies of last two supply orders of the same item from other customers have been attached with Tender		
	If there is any difference in price of last two orders & those quoted to us. If yes please give reasons for the same.		
	Whether supplied in NIELIT.		
i.	Have you gone through the specification Clause and complied with the same.		
j.	Whether the Make/Brand, Model number and name of manufacturer has been mentioned in the Tender and Printed technical literature/leaflets of quoted item have been submitted.		
k.	Whether compliance statement of specifications has been attached with the Tender.		
l.	Whether the delivery period for supply of the item has been mentioned		
	Whether mode of delivery and tentative size and weight of the consignment has also been indicated		
m.	Do you agree to the submission of Security Deposit/ Performance Bank Guarantee along with order acceptance and have you mentioned in your Tender about this.		
n.	Do you agree with the payment terms ?		
o.	Do you agree about the date of commencement of warranty period and its extension if necessary.		
p.	Who will install/commission/train and demonstrate the equipment at NIELIT AURANGABAD		
	Will you be able to do it within 15 days		
q.	Have you mentioned the warrantee period in your Tender and do you agree with warranty clause?		
r.	Spare Parts availability for 5 years.		
s.	"After Sales Services" details Provided		
t.	Do you agree that on receipt of material in damaged condition or short supply you will replace the same on CIF basis, free of cost pending the settlement of the Insurance claim?		
	Do you agree with the clause of physical inspection?		
u.	Whether list of specific user's for the same item Is submitted with offer.		
v.	Whether you agree to the penalty clause for late		

	delivery & installation?		
w.	Whether training to our Scientist/ Technical person will be given free of cost at the time of Installation at NIELIT AURANGABAD, Maharashtra.		
x.	Whether all the pages have been page-numbered?		
	Whether Tender has been signed on each page and designation & name of signatory mentioned.		
y.	Do you agree to settle the issue through the sole arbitration of the DG, NIELIT or his nominee?		

Signature of the authorized signatory:

ANNEXURE – VII
COVERING LETTER FORMAT

(The covering letter should be on the Letter Head of the Bidder i.e. OEM or their Authorized distributors/ Dealers)

Date: _____

Reference No: _____

From: _____ (Insert name and address of Bidding Company)

Tel.#:

Fax#:

E-mail address#

To

The Director
NIELIT Aurangabad
Dr. BAM University Campus, Aurangabad (M.S.), PIN-431004, INDIA

Sub: Response to Tender Document No-----dated ---- for Tender document for Supply& Installation of Data Centre (HW,SW & Integration) for 01 (One) Set.

Dear Sir,

We, the undersigned [insert name of the ‘Bidder’] having read, examined and understood in detail the Tender Document hereby submit our response to Tender Document. We confirm that in response to the aforesaid Tender Document, we including have not submitted more than one response to Tender Document including this response to Tender Document. We are submitting application for **Supply and Installation of Design, Supply, Installation of Hardware & Software and System Integration of a Remote Disaster Recovery Data Centre at NIELIT Aurangabad.**

1. We give our unconditional acceptance to the Tender Document, dated [Insert date in dd/mm/yyyy], issued by **NIELIT Aurangabad.**
2. We have enclosed EMD of Rs. (Insert Amount), in the form of DD, no.....[Insert DD number] dated [Insert date of DD].

3. We have submitted our response to Tender Document strictly as per specified 2 bid Format of this Tender Document, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.
4. We hereby unconditionally and irrevocably agree and accept that the decision made by **NIELIT Aurangabad** in respect of any matter regarding or arising out of the Tender Document shall be binding on us. We hereby expressly waive and withdraw any deviations and all claims in respect of this process.
5. Familiarity with Relevant Indian Laws & Regulations: We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this response to Tender Document, in the event of our selection as Successful Bidder.
6. We are enclosing herewith our response to the Tender Document with formats duly signed as desired by you in the Tender Document for your consideration.
7. It is confirmed that our response to the Tender Document is consistent with all the requirements of submission as stated in the Tender Document and subsequent communications from **NIELIT Aurangabad**.
8. The information submitted in our response to the Tender Document is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the Tender Document.
9. We hereby declare that our company has not been debarred / black listed by any Central/State Govt. Ministry or Department/Public Sector company/Government autonomous body.
10. We confirm that all the terms and conditions of our Bid are valid up to _____ (Insert date in dd/mm/yyyy) for acceptance (i.e. a period of sixty days (60) days from the date of opening of tender).

11. Contact Person

Details of the representative to be contacted by **NIELIT Aurangabad** are furnished as under:

Name :

Designation:

Company :

Address :

Phone Nos.:

Mobile Nos.:

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Fax Nos. :

E-mail address :

12. We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case this is found to be incorrect after our selection as Successful Bidder, we agree that the same would be treated as a Seller's event of default.

Dated the _____ day of _____, 20...

Thanking you,

Yours faithfully,

(Name, Designation and Signature of Authorized)