

Tender Notice

Tender No. NIELIT/Ghy/EASCC/417/2K16/CC-0355

Date: 29th August 2016

NIELIT Guwahati invites sealed tender from reputed Indian Firms/Agencies/Govt. Licensed firms for supply & installation of Rack Servers, Desktops, Laptop, KVM switch etc. at NIELIT Guwahati City Centre. The Tender Documents can be viewed and downloaded from the websites <https://eprocure.gov.in/epublish/app>, <http://nielit.gov.in>, <http://nielit.gov.in/guwahati>, w.e.f. **29th August 2016 (Monday) at 3.00 PM onwards** and tenders **will not be issued** from the office of NIELIT Guwahati. The tender closes on **13th September 2016 (Tuesday)** at 12.00 Noon at NIELIT Guwahati and will be opened on same day at 1:00 P.M. at NIELIT Guwahati, AFC Campus, Vittiya Bhavan MD Shah Road, Paltan Bazar, Guwahati – 781 008. The estimated value of the work is **Rs. 10.00 Lakh (Rupees Ten lakh)** only.

Sd/-
Director
NIELIT Guwahati

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Brief Information about the Tender

Tender No. NIELIT/Ghy/EASCC/417/2K16/CC-0355 **Date: 29th August 2016**

NAME OF THE WORK : Supply & Installation of Rack Servers, Laptop, Desktop, Server Rack, KVM switch etc. at NIELIT Guwahati City Centre located at 2nd Floor, Assam Institute of Research for Tribal's & Schedule Castes Building, N.H-37, Jawaharnagar, Khanapara, Guwahati-781022, Assam

PLACE OF THE WORK : NIELIT Guwahati City Centre

ESTIMATED VALUE OF THE WORK : Rs. 10,00,000/- Lakh (Rupees Ten lakh).

TIME OF COMPLETION : 01 (One) months

DATE OF ISSUE OF TENDER ONLINE PAPERS: **29th August, 2016** (Monday) from 3.00 PM onwards.

LAST DATE OF SUBMISSION OF TENDER DOCUMENT : 13th September' 2016 (Tuesday) at 12.00 noon.

DATE & TIME OF OPENING TENDER : 13th September' 2016 (Tuesday) at 1.00 P.M.

OFFER TO BE SUBMITTED TO : Director, NIELIT Guwahati
2nd Floor, Vittiya Bhavan, Near Bazar India
MD Shah Road, Paltan Bazar, Guwahati – 781008,

TENDERS WILL BE OPENED AT : Director, NIELIT Guwahati
2nd Floor, Vittiya Bhavan, Near Bazar India
MD Shah Road, Paltan Bazar, Guwahati – 781008

EARNEST MONEY DEPOSIT : EMD for **Rs. 20,000/-** (Rupees Twenty Thousand only) in the form of DD / BC in favour of "**NIELIT Guwahati**", payable at **Guwahati** to be enclosed in "**Technical Bid**".

COST OF THE TENDER DOCUMENT : **Rs. 1,000/-** (Rupees One Thousand) only in the form of DD / BC in favour of "**NIELIT Guwahati**", payable at **Guwahati** to be enclosed in "**Technical Bid**".

SITE INSPECTION : Bidder may visit and inspect the site of the proposed works at their own cost with the written permission of the authority.

Sd/-
Director
NIELIT Guwahati

Chapter—1

Instructions to Bidders

INSTRUCTIONS REGARDING TENDER

Note: Bidders are requested to note that non compliance of the following instructions are liable to render their tender being rejected.

1. Bidders should put their **endorsement (signature and seal) on each page of the submitted documents.**
2. Bidder shall provide documentary evidence of their experience in similar work and value in the NE region by enclosing copies of previous work orders.
3. The bidder should make no alterations and / or addition to the tender papers.
4. The bidders will be required to furnish earnest money worth **Rs. 20,000/-** (Rupees Thirty Thousand only) and cost of Tender amounting **Rs. 1,000/-** (Rupees One Thousand only) to be placed in the **“Technical Bid”** in the shape of separate DD / BC in favour of **“NIELIT Guwahati”** payable at **Guwahati**. Without the earnest money and cost of the Tender, the tender will be summarily rejected. The EMD of successful bidder will be kept as security deposit till completion of the defect liability period. EMD of the unsuccessful bidders will be returned after finalisation of the tender and acceptance of work order by the successful bidder.
5. The tender should be put in two separate sealed envelopes marked as **(A) “Technical Bid”** and **(B) “Commercial Bid”** and both be placed inside a single sealed envelope super scribing Tender Reference No. and date of this tender notice. Along with all desired documents, EMD & Cost of the Tender Document should be placed in the **“Technical Bid”** envelope, failing which the same will be summarily rejected. **“Commercial Bid”** should contain only the price schedule provided in **Chapter 5** of this tender only in the prescribed format. **Commercial Bids** of only those vendors shall be opened which are found to be technically acceptable in **Technical Bid**. The Commercial is to be submitted in the prescribed format as in Chapter-5.
6. Items are to be quoted in Indian Rupees only.
7. No tender will be accepted by fax, e-mail, telex, or any other such means.
8. Acceptance should be given in the format given in **Chapter—6** of this tender document without any alterations.
9. All rates quoted will be considered to be inclusive of all taxes and freight - F.O.R. **NIELIT Guwahati City Centre, 2nd Floor, AIRT&SC Building, Khanapara, Guwahati, Assam** even if stated otherwise. In case of any ambiguity the same will be considered inclusive all.
10. The quoted rates shall have to be valid for a period of 1(one) year from the date of opening of tender.
11. Bidders should submit all supporting documents in favour of information submitted in the tender. Further, copies of all statutory licenses and documents like PAN, VAT etc should be enclosed.
12. Manufacturing license or Authorised Distributor/Principal or Dealer Certificate copy should be enclosed.
13. Detailed description & Technical specifications of the good quoted by the bidder should be provided. Technical literature/brochure should accompany the quotation.
14. Original Equipment Manufacturer (OEM) items if any should be supplied in the original sealed packing of the OEM and should only be opened at NIELIT Guwahati City Centre in the presence of Centre’s representative.
15. The good should be quoted along with a guarantee/warranty period of **minimum ‘1 (one) year’ from the date of successful installation.**
16. Items damaged in transit will have to be replaced by the supplier at his own cost.

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17. The facility of After Sales Service should be clearly indicated along with its location. During warranty period if servicing support is not provided within 24 hours, a penalty of Rs 200/- per day may be imposed and may be recovered from performance Bank Guarantee amount.
18. The repairing/servicing should be carried out in the office premises it self. However, only such work as which cannot be done in the office premises will be allowed to be done outside with written permission of the Centre-Incharge/Section Incharge & Signing Authority of the Organization only on providing standby equipment at no extra cost.
19. It will be binding on the part of the successful bidder to supply the goods at the rates quoted, failing to which the firm will be removed from the suppliers' list and no further enquiries will be sent.
20. Average Annual Financial Turnover duly certified by Chartered Accountant during the last 3 (three) years, ending 31st March of the previous financial year, should be at least 30% of the estimated cost.
21. Experience of having successfully completed similar works during last 3 (three) years ending last day of month previous to the one in which applications are invited should be either of the following
 - a) Three similar completed works costing not less than the amount equal to 40% of the estimated cost, or
 - b) Two similar completed works costing not less than the amount equal to 50% of the estimated cost, or
 - c) One similar completed work costing not less than the amount equal to 80% of the estimated cost.
22. Non-conformities between the figures and words of the quoted Commercial Bid
 - a. If, in the price structure quoted for the required goods, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of NIELIT Guwahati there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
 - b. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - c. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

If there is such discrepancy in an offer the same will be conveyed to the tenderer with target date on the above lines and if the tenderer does not agree to the observation, the tender is liable to be ignored.
23. Contentions arising out of issues not mentioned in this tender document will be resolved as per GFR, CVC, Ministry of Finance, Govt. of India and NIELIT guidelines.
24. **NIELIT Guwahati** shall be under no obligation to accept the lowest quotation. Further the Director, NIELIT Guwahati reserves the right to reject any or all of the tenders without assigning any reasons.
25. All questions, disputes or differences arising under or out of or in connection with the contract, if concluded, shall be referred to the sole arbitrator appointed by the Director, NIELIT, Guwahati.
26. All disputes lie within the jurisdiction of Gauhati High court.

Sd/-
Director
NIELIT Guwahati

Chapter—2

Conditions of Contract

GENERAL TERMS AND CONDITIONS OF CONTRACT

1. **ELIGIBILITY-**
 - a. Bidders should be reputed Indian Firms/Agencies/ Govt. Licensed firms.
 - b. Bidders should submit Manufacturing license or Authorised Distributor / Dealer Certificate from the Original Manufacturing Firm.
 - c. Bidder shall have experience in similar works for last 3 (three) years.
2. **EMPLOYER-** Employer shall mean NIELIT Guwahati, an Autonomous Scientific Society of Ministry of Electronics and Information Technology, Govt. of India and shall include their legal representatives, successors and permitted assigns.
3. **CONTRACTOR** – Contractor shall mean the successful bidder whose offer has been accepted by the employer for the award of the contractor and shall include such successful bidder’s legal representatives, successors and permitted assigns.
4. **INSPECTION OF SITE-** The contractor at his / her cost may inspect the premises before quoting the rates and ascertain about the facilities /hindrance and generally obtain his / her own information on matters effecting the executing of the works. No extra charge made in consequence of any misunderstanding or incorrect information or any account shall be entertained.
5. **CONSULTANT/ INSPECTOR-** Engineer / Consultant shall mean the representative(s) appointed or nominated by the Employer to act as consultant to inspect the equipment, materials, service and works.
6. **DURATION OF CONTRACT-** The contract shall be deemed to be enforced from the date of awarding the work order till the completion of the defect liability period.
7. **COMPLETION PERIOD-** The work entrusted along with extra /deviated items, if any, is to be completed within 01 (One) month from the date of the work order.
8. **VIRTUAL COMPLETION** – The works shall not be considered as completed until the Centre-In-charge / Section-In-charge has certified the successful installation of the ordered items as a whole at site in writing and the defects liability period shall commence from the date of issuance of such certificate.
9. **DEFECTS LIABILITY PERIOD-** The defects and / or other faults which may appear within the defects liability period i.e. twelve months from the virtual completion of work shall be attended to by the bidder at his / her cost along with other damages, loss of expenses consequent thereon or incidental thereto. The employer reserves the right of the bidder to arrange as above to get the defects /faults attended through other agency/and recover the costs and loss /expenses etc. from the bidder.
10. **DELAY IN COMPLETION** – Penalty of 2(two) % will be imposed in case of delay upto 15(fifteen) days. Thereafter the rate of penalty will progressively increase by additional 5(five) % for every 15(fifteen) days of successive delay. Penalty will be calculated on total cost of the work i.e. final bill value.
11. **EXTENSION OF TIME-** Director, NIELIT Guwahati may allow extension of time if in his opinion the works are delayed by reasons beyond the control of the contractor.

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12. **DESCRIPTION OF WORK-** As per **Chapter- 3 & 4**

13. **RATES-** The rates quoted by the bidder shall be firm throughout the currency of contract (including extension of time, if any, granted). Rates shall cover for charges of material, labour and other accessories and any kind of taxes, fees, duties and insurance etc. that are payable. All rates should hold good for execution of the works at any place irrespective of the floor and height throughout the currency of the contract period.

14. **DAMAGE TO PROPERTY-** The bidder shall be responsible for all damages to the building site and adjoining properties and for injury caused by the work or workmen to persons, animals, things or to the work of other trades and he / she shall effect any insurance necessary and shall take all necessary precautions and hold the employer entirely free from all responsibilities in this respect.

15. **RETENTION AMOUNT (PERFORMANCE SECURITY)-** NIELIT Guwahati will retain from the final bill an amount equal to 10% of the value of work certified. The retention amount shall be released without interest after successful completion of the defect liability period subject to satisfactory attendance to the defects and due certification thereof from the Centre-Incharge.

16. **PAYMENT OF BILLS:**

a. **SUBMISSION OF BILLS-** The contractor shall submit their bill after successful installation & certification of works to the Director, NIELIT Guwahati. The completion of works will be certified by the Authorised representative of the Employer. No part bills will be entertained.

b. **DEDUCTIONS-** Statutory taxes and duties will be deducted at source as per government norms. Further other deductions as applicable as per clauses mentioned in the document will also be made.

17. **FORFEITURE OF EMD-** EMD will be forfeited in case of default of any of the above clauses. Further the bidder is liable to compensate NIELIT Guwahati for any loss suffered. All penalties imposed should be deposited by the bidder immediately or may be deducted from any amount due to the bidder.

18. **DISPUTES-** All disputes will lie within the jurisdiction of the Gauhati High Court.

19. **FORCE MAJEURE –**

a) Force majeure clause shall mean and be limited to the following in the execution of the contract placed by the Purchaser: • War/hostilities. • Riot or Civil commotion. • Earth quake, flood, tempest, lightning or other natural physical disaster. • Restriction imposed by the Government or other statutory bodies, which is beyond the control of the vendor/contractor.

b) Labour/manpower/financial/commercial/infrastructural/industrial/power/ material/equipment shortage/ problems/ shortages/ difficulties/breakdowns /accidents etc.. shall not be considered/treated as force majeure events.

-Sd/-
Director
NIELIT Guwahati

Chapter—3 & 4

Schedule of Requirements & Specifications and allied Technical Details

Sl. No	Description	Qty
01.	Entry Level Rack Server: Intel Xeon (4 Core, 3.5 GHz, 8MB), 16GB RAM, 8TB SAS.	03 nos
02.	Desktop Computer: All-in-One, 6 Gen core i7, 27" TouchScreen Display, 16GB RAM, 512GB SSD	02 nos
03.	Laptop Computer: Microsoft Surface Pro4, core i7, 256 GB SDD, Windows 10 Pro, 8GB RAM, Graphics i7: Intel® Iris™ graphics, Cases & Covers, Power Adapters & Docks, Mice & Styluses.	01 no
04.	8 Port KVM Switch with 19" LCD Monitor (1U)	01 no
05.	42U Server Rack with power supply & necessary accessories to mount the above mentioned Rack server	01 no

Chapter—5
**Price Schedule (to be utilized by the bidders
for quoting their prices in the
“Commercial Bid”)**

PRICE SCHEDULE FORMAT (to be placed in "Commercial Bid")

Tender No. NIELIT/Ghy/EASCC/417/2K16/CC-0355

Date: 29th August 2016

Sl. No	Particulars	Make & Model	Warranty	Rate Per Unit	VAT / CST	Others if any	Total Price in Rs.	Remarks
1.	Entry Level Rack Server : Intel Xeon (4 Core, 3.5 GHz, 8MB), 16GB RAM, 8TB SAS.							
2.	Desktop Computer : All-in-One, 6 Gen core i7, 27" Touch Screen Display, 16GB RAM, 512GB SSD							
3.	Laptop Computer : Microsoft Surface Pro4, core i7, 256 GB SDD, Windows 10 Pro, 8GB RAM, Graphics i7: Intel® Iris™ graphics, Cases & Covers, Power Adapters & Docks, Mice & Styluses							
4.	KVM Switch : 8 Port KVM Switch with 19" LCD Monitor (1U)							
5.	Server Rack : 42U Server Rack with power supply & necessary accessories to mount the above mentioned Rack server							

(In Words: Rupees.....)

(Signature with Seal)
(Name & Designation in block letters)

Chapter—6

Acceptance of Terms & Condition of the Tender

National Institute of Electronics and Information Technology (NIELIT) Guwahati
TO BE SUBMITTED IN THE “TECHNICAL BID”

(IN FIRM'S LETTER HEAD)
LETTER OF ACCEPTANCE

To,

The Director
National Institute of Electronics and Information Technology (NIELIT), Guwahati
2nd Floor, Vittiya Bhavan, Near Bazar India, MD Shah Road,
Paltan Bazar, Guwahati – 781 008

Sub: Acceptance of Terms and conditions of tender.

Ref: Tender No. NIELIT/Ghy/EASCC/417/2K16/CC-0355 Dated 29th August 2016

Sir,

Having read and fully understood the specifications and examined in details of the above tender documents relating to the works and having visited and inspected the site of the proposed works and having acquired all the requisite information affecting the tender invited by you, We hereby agree to all terms and condition of the contract [as laid down in the tender document(s)]. I/We also agree that the printed term(s) and condition(s) if any at the back of our quotation form and / or any other paper enclosed are not applicable.

I/We undertake to complete the works within the period specified in the tender. In this connection we are providing herewith the following information.

1. Proof of address of the firm
2. Address of service locations: _____
3. Annual Turnover of the last 03 (three) financial years, duly certified by Chartered Accountant. (Copies of Balance Sheet and IT returns should also be enclosed).
4. Proof of registration with state PWD / CPWD or other Govt. agencies.
5. List of Clients at different state of N.E. Region along with copies of relevant work orders and timely completion certificates for last 3 (three) years.
6. Details of EMD enclosed in the **Technical Bid**
Amount..... Draft No.....DD Date Bank.....
7. VAT Registration No.....
(Copies Enclosed)
8. PAN.....
(Copies Enclosed)
9. A self certification on the Bidder's Letterhead, mentioning non-relationship with any official of NIELIT.

10. Affidavit / Power of Attorney stating the capacity and the authority of the person signing on behalf of the firm.

11. Details of Cost of Tender Paper enclosed in the **Technical Bid**
Amount..... Draft No.....DD Date Bank.....

12. A declaration that the firm has not been banned or de-listed by any govt. or quasi Govt. Agency or public sector undertaking in the form of **Affidavit**.

13. Any other relevant document

(Signature with Seal)
(Name & Designation in block letters)