

Annexure-A1

Commercial Terms & Conditions

1. **Pre-Qualification Criteria:**

Quotations from bidders not meeting the following requirements shall not be accepted.

a. **Bidder Profile:** - A detailed **profile of the bidder**, in terms of the design and engineering expertise experience in IT infrastructure support, financial soundness, etc shall be provided in the quotation.

b. **Prior Turnover:** The Bidder must comply with the following financial soundness criteria. Escalation @ 7% per year (simple interest) may be added to the annual turnover to arrive at the present value as on 31st March of the financial year previous to the one in which this Tender enquiry is floated. The claim shall be substantiated by Income tax return statements/ Audited balance sheets/ Annual reports.

- The average annual financial turnover during last 4 years ending 31st March of the financial year previous to the one in which this Tender enquiry is floated must be at least **₹ 12.30 Lakh**.
- The Bidder must have made profit in at least 2 years out of last 4 years ending 31st March of the financial previous to the one in which this Tender enquiry is floated.

c. **Solvency certificate:** Latest solvency certificate from any Nationalized/Scheduled bank shall be submitted for a value of minimum **₹ 16.40 lakhs**. The solvency certificate must be latest and shall not be older than 180 days from the date of issue of this tender.

d. **Submission of OEM authorization Certificates:** Duly signed certificate from OEM clearly **indicating the Bid/Tender number [Tender specific MAF form]** should be submitted by the vendor for the following.

SI No	Item	Warranty
1	Server Racks 42U	1 years
2	PDU [Intelligent Rack PDU]	3 years

e. **Certifications for the manufacturer:**

- The offered make (brand) for Server Racks shall be ISO9001:2015, ISO14001:2004 & OHSAS18001:2007 Certified make.
- The offered make (brand) for Intelligent Rack PDUs shall be Certified for Power metering $\pm 1\%$ to ISO/IEC 62052-21 certified/tested make.

f. **Submission of Catalogue/Datasheets:**

- Vendor to provide the datasheets including that of the peripherals while quoting. The data sheet of the quoted product details along with model including peripherals, accessories should be available in the OEM website as on the quoted date along with required certifications stated above.
- In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

g. **Submission of MII content declaration:**

Make In India Local Content Percentage, Value addition with address details should be submitted from respective OEM Letter Head for Server Racks & PDUs.

h. **Delivery Period:**

The bidder shall strictly adhere to the following Delivery milestones as per the following requirement:

SI No	System Description	Mile stone requirement
1	Date of Purchase Order by Purchaser	T ₀
2	Date of acceptance of PO by Vendor	T ₁ =T ₀ + 03days
3	Delivery of goods by Vendor	T ₂ =T ₁ + 98days# #Delay beyond this period for will be accounted, as per LD clause
4	Date of Intimation of site readiness by Purchaser	T ₃ =T ₂ + 07days@ @Delay will be accounted under Purchasers' scope
5	Installation and execution of Project by Vendor	T ₄ =T ₃ + 21days# #Delay beyond this period for will be accounted, as per LD clause

2. **Security Deposit:**

Successful tenderer will be required to submit security deposit within 15 days of contract for due performance of contract. The amount of performance security will be 3.00% (Three Percent) of contract value in Indian Rupees. The security deposit shall be in the form of Fixed Deposit receipts or Demand Drafts or Bank Guarantee (in non-judicial stamp paper of appropriate value) from a commercial bank safeguarding the purchaser's interest in all respect. The security deposit should remain valid up till 60 days from the date of receipt of last consignment and it shall be returned after 60 days of fulfillment

of all contractual obligations. Security deposit will not carry any interest. Security Deposit, will be forfeited and credited to the Govt., in the event of breach of contract.

3. **Delivery Term:**

The items required for realizing Server Racks for the Centralized Server Facility shall be securely packed and delivered at IPRC Mahendragiri [FOR- Mahendragiri]. **Packing & Forwarding, Freight and safe delivery charges if any are in vendors' scope.**

4. **Delivery Period:**

As indicated at 1.h

5. **Project Execution:**

The Delivery of items and Installation of Server Racks and Intelligent Rack mountable PDUs has to be completed by the bidder at Centralized Server Facility, **[First Floor – Server Room]**, IPRC, Mahendragiri as a **turnkey work** for as per specifications indicated in this tender.

- The successful Bidder shall supply and install Server Racks - 16Nos and Intelligent Rack mountable PDUs - 2 Nos shall be installed each rack totaling to 32 PDUs.
- 2 spare Intelligent Rack mountable PDUs shall be supplied and tested and handed over to Focal Point.
[32PDUs installed in Racks + 2PDUs spare=34 PDUs]
- All the Intelligent Rack mountable PDUs shall be unpacked, tested, installed and demo shall be shown to Focal Point and Electrical team.

6. **Liquidated Damages (LD):**

The delivery period shall be the essence of the purchase order. If the bidder fails to meet delivery date within the time specified in PO or any extension thereof, the purchaser will recover from the bidder as Liquidated Damages (LD) a sum of 0.5% of the total order value for each calendar week of delay or part thereof subject to a maximum of 10% of the total order value.

The supply will be deemed to have been completed only when all the systems and sub systems are supplied, installed and accepted.

7. **Warranty:**

The bidder shall provide

- a. 12 months' warranty for Server Racks
- b. 36 months' warranty Intelligent Rack mountable PDUs

In case of vendor failed to attend and repair the system within 14 days from the date of reporting the problem, purchaser will reserve right to forfeiting the Performance Bank Guarantee apart from withheld of any payment payable to vendor.

8. **Performance Bank Guarantee (PBG):-** If the Contract is awarded, after the successful execution of the order, vendor shall furnish a Performance Bank Guarantee for 3% of the value of order towards due performance of the equipment during the warranty period. **This PBG shall be submitted separately for the respective warranty period for Server Racks and Intelligent Rack mountable PDUs as mentioned in Point 7** in the form of

- a. Bank Guarantee (as per our format in non-judicial stamp paper of appropriate value) **OR**
- b. Demand Draft **OR**
- c. Fixed Deposit Receipt [FDR].

The PBG shall be valid beyond two months from the expiry of warranty period. This shall be returned upon its expiry. PBG will not carry any interest.

If the vendor failed to execute the Warranty obligations as per P.O terms, PBG submitted will be forfeited.

(Note: Vendor can have option of providing separate BG/FDR towards SD & PBG or combined BG/FDR which shall be valid for a period covering delivery period+warranty Period+2 Months Claim period).

9. **Payment:**

Payment will be made on pro-rata basis as follows: -

- First payment will be made @ 70 % of item cost against the bill of material supplied within 30 days for the receipt and acceptance of the items at our site.
- Second payment will be made @ 30 % of the item cost against the bill of material supplied plus 100% of the installation charges will be made

within 30 days after the completion of satisfactory installation & Testing.

10. **WORK SITE CONDITIONS**

a. **SITE ESTABLISHMENT**

The Vendor shall arrange, if required, their own building/ shed for housing their human resources, machines and materials. (Inside the campus). The Vendor shall be responsible for the safe & secure custody of their own materials and the Purchaser shall not be liable for any loss or damage to the Vendor's properties.

b. **ELECTRICITY**

Electricity shall be provided by the Purchaser to the Vendor, free of charge, at a near to the Rack with a distance of 3-5 meters in the facility.

c. **LOGISTICS**

The Vendor shall make their own arrangement for transportation, messing, accommodation, medical treatment, other logistic facilities and insurance coverage for their human resources and materials. However, the Vendor may have access to the purchaser's Advanced First Aid Centre and ambulance in case of accident, subject to availability of the same.

d. **REPORTING**

The Supervisor (of the Vendor) shall responsible for the execution of works awarded in a purchase Order. The human resources deployed by the Vendor shall be regular, obedient & punctual. They shall not abstain themselves without permission.

e. **CUSTODY OF PURCHASER'S MATERIALS**

It is the responsibility of the Vendor to ensure safe custody of the materials free-issued by the Purchaser if any and utilized for the work until they are returned to the Purchaser on completion of the work. In case any damage is caused to the Purchaser's materials, the Vendor shall be liable to pay the price of the damaged materials to the Purchaser.

11. **SAFETY AND SECURITY REGULATIONS**

- a. The Purchaser's premise being a high-security area, the human resources deployed for work by the Vendor shall be obliged to follow the security requirements such as possessing valid Entry pass issued by the Purchaser and ID Card issued by the Vendor while entering the campus, maintaining high order of discipline while on duty, etc.
- b. Issue of Entry Pass: For arranging pass to enter the Purchaser's premise, the Vendor shall submit the bio-data of the human resources to the Focal Point of the purchase order along with the following documents:
 - i. Identity card issued by the Vendor bearing the firm's/ company's logo
 - ii. Copy of the Aadhaar card issued by UIDAI or PAN card issued by Income Tax Department

Focal Point shall forward the necessary documents through the contract manager to competent authority for approval of Entry pass.

- c. The normal working period in the Purchaser's premise is 08:45 hr to 17:15 hr on Monday through Friday except holidays. However, the Vendor shall be obliged to work beyond normal working period to meet exigency of work as per the Delivery period. For working beyond normal working period, the Vendor shall obtain prior permission from the Focal Point.
- d. The Vendor shall provide suitable Personal Protective Equipments (PPEs) such as safety shoes, helmets, hand gloves, eye goggles, full body safety belt etc to the human resources depending on the nature of work.
- e. All tools and tackles including scaffolds, ladders, safety equipment for height work required for safe execution of project shall be arranged by the vendor.
- f. Vendor shall ensure high standard of housekeeping in the project site. The materials shall be stacked/ positioned properly and the work area shall be cleaned thoroughly on daily basis.
- g. The Vendor shall take all safety precautions and necessary actions to prevent any loss or damage to the Purchaser's properties/ personnel and materials handed over by the Purchaser to the Vendor for execution of the work. In case any such damage is caused due to negligence of the Vendor, the Vendor shall make good

the losses at their own cost or compensate the Purchaser for the loss, failing which cost thereof shall be recovered from the outstanding/ running bills/ Security deposit of the Vendor. The extent of damage and compensation to be paid thereof shall be worked out by the Purchaser and the same shall be final & binding on Vendor.

- h. The Purchaser shall not be responsible for any damage, loss, claim, financial or otherwise, injury to any of the human resources deployed by the Vendor in the course of their performing the work or for payment toward any compensation. The human resources shall adequately be insured by the Vendor against accidents including injury/ loss of life.
- i. In case any human resource deployed by the Vendor commits any act of omission/ commission that amounts to theft, pilferage, misbehavior, misconduct, indiscipline or incompetence, the Vendor shall forthwith remove such human resource under intimation to the Focal Point. The Vendor shall replace immediately any of their human resources who are found unacceptable because of security risks, incompetence, conflict of interest, improper conduct, etc upon receiving written notice from the Purchaser.
- j. The vendor should obtain all the statutory clearance, if any, required for executing the work from the competent authorities.
- k. Contractor shall comply with prevailing safety norms at site put forth by purchaser. Electrical/Safety department shall have full access to project site at any time for inspection.
- l. For the vendor's equipments, tools, materials, etc which are to be brought in or taken out from the Purchaser's premise, proper entry shall be made at the main gate duly endorsed by Central Industrial Security Force (CISF). The purchaser shall issue necessary gate passes for taking out their materials as and when required and after completion of work.
- m. Smoking, use of mobile phone, camera, matchbox, lighter and any other source of ignition are strictly prohibited inside the Purchaser's premise.

12. Format of Quotations:

Format of UN-PRICED Bill of Materials (BOM):

The schedules of the quantities are as follows:

Table 1.1

Sl. No	Description of the item / work to be carried out	Quantity	Unit of Measurement	Unit Cost (Including Transportation charges)	Applicable Tax	Total Cost	Separate Cost Mentioned in Price bid Form (Yes/No)
1	Supply, installation, testing and commissioning of Server Racks [W:800mm x D:1200mm x 42U] for Centralized Server Building as per specifications	16	Nos	UN-PRICED	UN-PRICED	UN-PRICED	Yes / No
2	Supply, installation, testing and commissioning of Intelligent Rack mountable PDU [IPDU] for Centralized Server Building as per specifications	34	Nos	UN-PRICED	UN-PRICED	UN-PRICED	Yes / No
3	Installation	1	Lot	UN-PRICED	UN-PRICED	UN-PRICED	Yes / No

Table -1.2 SCHEDULE OF QUANTITIES (UN-PRICED)

Bill of Materials

Sl. No.	Description of the item / work to be carried out	Qty required	Details of Bill of materials involved to supply, test, install and complete the work	Qty	UOM	Unit Cost (Including Transportation charges)	Applicable Tax	Total Cost
[a]	[b]	[c]	[d]	[e]	[f]	[g]	[h]	
			w.r.to Column [a] & [b]					
1	Supply, installation, testing and commissioning of Server Racks [W:800mm x D:1200mm x 42U] for Centralized Server Building as per specifications	16Nos				UN-PRICED	UN-PRICED	UN-PRICED
						UN-PRICED	UN-PRICED	UN-PRICED
						UN-PRICED	UN-PRICED	UN-PRICED
2	Supply, installation, testing and commissioning of Intelligent Rack mountable PDU [IPDU] for Centralized Server Building as per specifications	34 Nos				UN-PRICED	UN-PRICED	UN-PRICED
						UN-PRICED	UN-PRICED	UN-PRICED
						UN-PRICED	UN-PRICED	UN-PRICED
3	Installation	1 Lot				UN-PRICED	UN-PRICED	UN-PRICED

Note:- Vendor may added necessary number of rows as per the requirement in Table 1.2

Format of PRICE BID BOM:

The schedules of the quantities are as follows:

Table 2.1

Sl. No	Description of the works to be carried out	Quantity	Unit of Measurement	Unit Cost (Including Transportation charges)	Applicable Tax	Total Cost
1	Supply, installation, testing and commissioning of Server Racks [W:800mm x D:1200mm x 42U] for Centralized Server Building as per specifications	16	Nos	PRICE	PRICE	PRICE
2	Supply, installation, testing and commissioning of Intelligent Rack mountable PDU [IPDU] for Centralized Server Building as per specifications	34	Nos	PRICE	PRICE	PRICE
3	Installation	1	Lot	PRICE	PRICE	PRICE

Table -2.4 SCHEDULE OF QUANTITIES (PRICE BID)

Bill of Materials

Table 2.2

Sl. No.	Description of the item / work to be carried out	Qty required	Details of Bill of materials involved to supply, test, install and complete the work	Qty	UOM	Unit Cost (Including Transportation charges)	Applicable Tax	Total Cost
	[a]	[b]	[c]	[d]	[e]	[f]	[g]	[h]
			w.r.to Column [a] & [b]					
1	Supply, installation, testing and commissioning of Server Racks [W:800mm x D:1200mm x 42U] for Centralized Server Building as per specifications	16Nos				PRICE	PRICE	PRICE
						PRICE	PRICE	PRICE
						PRICE	PRICE	PRICE
2	Supply, installation, testing and commissioning of Intelligent Rack mountable PDU [IPDU] for Centralized Server Building as per specifications	34 Nos				PRICE	PRICE	PRICE
						PRICE	PRICE	PRICE
						PRICE	PRICE	PRICE
3	Installation	1 Lot				PRICE	PRICE	PRICE

Note:- Vendor may added necessary number of rows as per the requirement in Table 2.2