

**TENDER FOR SUPPLY AND
INSTLLATION OF STORAGE
SERVER (SAN SOLUTION) AND
WORKSTATION AT
NESAC, UMIAM**

NOVEMBER 2016

**भारत सरकार/Government of India
अंतरिक्ष विभाग/Department of Space
उत्तर-पूर्वी अंतरिक्ष उपयोग केंद्र/North Eastern Space Applications Centre
उमियम/Umiam-793103, मेघालय/Meghalaya**

भारत सरकार/GOVERNMENT OF INDIA
अंतरिक्ष विभाग/DEPARTMENT OF SPACE
उत्तर-पूर्वी अंतरिक्ष उपयोग केंद्र/NORTH EASTERN SPACE APPLICATIONS CENTRE
उमियम/UMIAM-793103, मेघालय/MEGHALAYA

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निविदा आमंत्रण सूचना / NOTICE INVITING TENDER

निदेशक एनई-सैक उमियम मेघालय, प्रतिष्ठित सेवा प्रदाताओं, फर्मों, ठेकेदारों आदि को निम्नलिखित के लिए मोहरबंद प्रस्तावों को दो बोली में आमंत्रित करते हैं/Director, NESAC, Umiam, Meghalaya invites sealed offers in two bids from reputed Supplier, Firms, Contractors etc for the following

एनआईटी सं. / NIT No.	कार्य का नाम / NAME OF THE WORK	इएमडी(₹) डीडी के रूप में / EMD (₹) IN THE FORM OF DD	निविदा शुल्क / TENDER FEE (₹)
NESAC/769/2016	Supply & Installation of Storage Server (SAN Solution) & Workstation at NESAC, Umiam	₹50000/-	₹300/-

दस्तावेजों के विक्रय का दिनांक / Dates for selling of tender documents: 02.12.2016 to 27.12.2016 upto 1300 Hrs

निविदा दस्तावेजों को जमा करने की अन्तिम तिथि व समय / Last date & Time for submission of tender documents: 27.12.2016 upto 1400 Hrs

निविदा खोलने की तिथि, समय व स्थान / Date, Time & Venue of Bid Opening: 27.12.2016 at 1500 Hrs at एनई-सैक, उमियम / NESAC, UMIAM

OFFERS ARE TO BE SUBMITTED IN TWO PARTS ONLY.

PART-I : TECHNICAL & COMMERCIAL

PART-II : PRICE BID

INSTRUCTIONS ARE AS PER TENDER DOCUMENTS

NOTE:

Tender documents can be downloaded from the NESAC Website: www.nesac.gov.in

Dated: 29.11.2016

Sd/-
निदेशक, एनईसैक / Director NESAC

TECHNICAL BID**Technical Specifications are as follows:****A. Storage Server (SAN Solution), Quantity: 01 no.**

Sl.NO	Item	Required Specification	Compliance (Yes/No)	Remark
1	Make	Bosch DSA-N2E7X4-12AT		
2	Operating System & Clustering Support	The storage array should support industry-leading Operating System platforms including: Windows Server 2008, Windows 2012, HP-UX, VMware and Linux or equivalent. Offered storage should support all above operating systems in Clustering.		
3	Capacity & Scalability	The Storage Array should be offered with 40TB usable Capacity. Minimum 8TB usable space should be achieved using 10K RPM disks. Remaining usable space should be using 4TB drives. Storage should be scalable to minimum of 100TB using 900GB SFF SAS drives.		
4	Front-end Ports	Offered Storage system should be supplied with minimum of Dual 16Gbps FC ports and Dual 10Gbps iSCSI ports per controller. Offered storage should have flexibility to use all above ports either as FC or iSCSI by replacing the requisite SFP. Vendors should provide the additional SFP accordingly. In case, vendor doesn't support this feature, then every controller should be populated upfront with 4 x 16Gbps FC ports and 4 x 10Gbps iSCSI ports.		
5	Back-end	Offered Storage subsystem back-end engine should be running on latest SAS (6Gbps) loop speed.		

6	iSCSI Network Fabric	<p>Redundant 24 port 10G Network switch with iSCSI offload and Jumbo frame capability should be supplied along with the storage for separate iSCSI Traffic.</p> <p>Device should be activated with license for all the ports and loaded with minimum 12 nos of 10G SFP modules in each device.</p> <p>Required connectivity cables should be provided along with the network device.</p>		
7	Architecture	<p>The storage array should support dual, redundant, hot-pluggable, active-active array controllers for high performance and reliability</p>		
8	No Single point of Failure	<p>Offered Storage Array should be configurable in a No Single Point of configuration including Array Controller card, Cache memory, FAN, Power supply etc.</p>		
9	Disk Drive Support	<p>For SFF drives, Offered Storage Array should support minimum 300/450/600/900/1200 GB hot-pluggable Enterprise SFF SAS hard drives, 200/400/800GB SSD along with SAS MDL 1TB drives.</p> <p>For LFF drives, offered Storage Array should support minimum of 1/2/3/4TB SAS MDL drives.</p> <p>For green datacenter initiative, Storage subsystem disks should support Spin down feature for drives whenever not in use.</p>		
10	Cache	<p>Offered Storage Array should be given with Minimum of 4GB cache per controller in a single unit after removing the operating system overhead. Cache should be backed up in case of power failure for indefinite time either using batteries or capacitors or any other equivalent technology.</p>		

11	Raid Support	Offered Storage Subsystem should support Raid 0, 1 , 1+0 , 3, 5, 5+0 and Raid 6 with Dual Parity Protection		
12	Point in time and clone copy	Offered Storage array should be configured with array based Snapshot and clone functionality and should be configured for minimum of 64 snapshot licenses. Offered Storage array should support at-least 512 point in time copies (Snapshots).		
13	Replication	Offered storage subsystem should support storage based replication to DR location.		
14	Global and dedicated Hot Spare	Offered Storage Array should support Global hot Spare for offered Disk drives. Atleast two Global hot spare drives should be configured for every 30 drives. Storage subsystem should also have the flexibility to assign dedicated spare for raid sets.		
15	Logical Volume & Performance	Storage Subsystem should support minimum of 512 Logical Units. Storage Array should also support creation of more than 40TB volume at controller level. Offered storage array should have in-built performance monitoring engine.		
16	Load Balancing & Multi- path	Multi-path and load balancing software should be provided, if vendor does not support MPIO functionality of Operating system.		

Note: Rack is already available for its installation.

B. Workstation, Quantity: 02 Sets

SI.NO	Item	Required Specifications	Compliance (Yes/No)	Remark
1	Preferred Make	Dell / Fujitsu / HP / Lenovo		
2	Processor	Intel Xeon E5-1680 v2 3.00Ghz 25MB CPU,		
3	Chipset	Intel C602 Chipset or better		
4	RAM	32 GB DDR3 Memory. Memory speed should be 1866 MHz. System should support upto 128 GB of DDR3 ECC memory with minimum 8 memory slots. All slots to be integrated on the motherboard. Minimum 4 slots to be free.		
5	Drive Controllers	Integrated Intel SATA controller with minimum 2 x 6Gbps ports and 4 x 3Gbps ports. Should support RAID1		
6	HDD	4 x 1 TB SATA 10K RPM		
7	Optical Drive	DVD+/-RW Double Layer SuperMulti (SATA) drive.		
8	Graphics Card	AMD / Nvidia 4Gb or higher with SVGA and HDMI , Multi monitor support		
9.	Operating system	Windows Server 2012 R2 (Edition: Standard) (Licenced Version)		
10.	Monitor	27" monitor with IPS Gen2 Panel and LED backlight with 1920x1080 resolution, Display Port, VGA ,HDMI and DVI inputs, 250 nits brightness, Energy Star Certification, Swivel, Tilt, Pivot and Height adjustability. Display Port and DVI cables to be supplied. Same make as that of the workstation. Software for managing the display parameters to be supplied		

11	Keyboard	Minimum 104 keys with additional shortcut keys. Interface - USB		
12	Mouse	USB Optical Mouse		
13	Audio	High Definition Integrated Audio with External speakers.		
14	Communications	Intel Gigabit Network port with vPro support.		
15	Display Accessories	Display Port to HDMI converter		
16	Bays/Slot	3 internal 3.5-inch bay & 3 external 5.25-inch bay Minimum 1 x PCIe Gen3 x16/x16 slot, 3 x PCIe Gen2 slots and 2 x PCI Slots. System should support up to 10 SFF drives with add-on bay.		
17	Ports	Minimum 4 x USB 3.0 Ports and 4 x USB 2.0 ports. Two USB 3.0 ports should be in front.		
18	Form Factor with Tool free design	Convertible Mini Tower with tool-less entry and maintenance. System should feature Active Acoustic Reduction, with noise level below 5 Bels.		
19	Power Supply	600-watt Continuous Power Supply : Full ranging input and APFC, Surge tolerance upto 2000V, 90% efficient, EPEAT Gold certification for the system model, 80PLUS Gold Certified		
20	Certification	The system should be certified by leading ISV's for running their applications.		
21	Security and BIOS Features	System should be supplied with a BIOS controller Electro mechanical locking system for the chassis, Serial / Parallel / USB enable and disable options. Should support Memory Change Alert, Thermal Alert, System / Emergency ROM Flash Recovery with Video and Removable Device and Boot control. System should allow control of parameters of each IO slot on		

		motherboard.		
22	Additional Software	A complete Offline Diagnostics and Asset Discovery software suite should be supplied along with the system.		
23	Warranty Condition	During warranty and CAMC, if the hard-disk fails, the HDD will not be returned back, the vendor has to supply new HDD without replacement)		

TENDER DETAILS

Terms & Conditions of the tender are as follows:

1. The tenderer must be well-authorized by the OEM for supplying their products. They have to produce the authorization letter from the company for the quoted items.
2. The tenderer should sent technical data sheet (issued from OEM) of each quoted item along with the quotation.
3. Quotations should include the balance sheet for last three years, IT statements and details of work successfully completed or in hand during the last 4-5 years of similar nature.
4. Director, NESAC, Umiam reserves the right to accept or reject any or all tenders either in part or in full without assigning any reasons thereof.
5. Director, NESAC, Umiam reserves the right to cancel the tendering/purchase process without assigning any reasons thereof.
6. The validity of the quotation shall be of minimum 6 month from the date of submission.
7. Each page of the tender is required to be signed with initial and stamp by the person or persons submitting the tender in token of his/their having acquired himself/themselves with the conditions of tender as lay down. Any tender with any of the documents missing or not so signed will be considered invalid and rejected.
8. All alternations made while filling the tender must be attested by initials of the tenderer, Overwriting of figure is not permitted; failing to comply with either of these conditions will render the tender void. No change in the rate or conditions after the opening of the tender will be entertained.
9. The tenderer should submit a Earnest Money Deposit (EMD) of 50,000.00 (Rs. Fifty Thousand only) along with the technical bid in the following manner.
 - a. Crossed demand draft drawn on any Nationalized Bank in favour of Director, NESAC, payable at SBI Umiam (Branch Code – 2010).
 - b. EMD submitted in any form other than as specified above shall not be accepted and shall lead to rejection of the offer.

EMD shall be forfeited in the following events:

- a. If the offer is withdrawn during the period of validity of the offer or any agreed extension.
 - b. If the offer is modified/alterd in a manner not accepted to NESAC.
 - c. If the tenderer backs-out
 - d. If the tenderer attempts to procure the contract by furnishing false/incorrect documents and by giving false declarations.
10. **The Tender which is not accompanied by the earnest money will not be considered.** No interest shall be paid by NESAC on EMD. The EMD of unsuccessful bidders shall be returned within a reasonable time after the selection of successful bidders. The EMD of the successful bidder shall be returned on completion of the total work.
11. NESAC will award the contract to the successful tenderer whose bid has been determined to be substantially responsive and as per the requirement of NESAC.
12. NESAC reserves the right to award the order to technically qualified party only based on evaluation.
13. NESAC reserves the right to award the order in part at the time of contract without any change in unit price or other terms and conditions
14. NESAC reserves the right to award the different part of the tender to different vendors at the time of contract without any change in unit price or other terms and conditions.
15. NESAC reserves the right at the time of contract award to increase or decrease the quantity of goods and services originally specified in the schedule of requirements without any change in unit price or other terms and conditions.
16. Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, insurance, etc., incurred until delivery of the contracted Goods to NESAC, Umiam. However, VAT in respect of the transaction between the Purchaser and the Supplier shall be payable extra, if so stipulated in the order.
17. a) **All taxes/duties/levies whether by Central/State/Local government where legally leviable and intended to be claimed should be distinctly shown separately (in percentage and words) in the tender, otherwise price quoted will be treated as inclusive of all taxes.**

While quoting the tender, the tenderer should take into account all the extant statutory deductions under Central/State/Local statutes where legally leviable and show it separately (in percentage and words) and if not separately shown it will be treated as inclusive of all statutory deductions applicable as per the extant statutes.

b) Our's being a Department of Government of India, we are exempted from payment of Excise Duty/Customs Duty.

18. All the item supplied should be free from any manufacturing defect. Item with defect will not be accepted.
19. The item should be dispatched to NESAC in good condition by the tenderer. NESAC will not be responsible for any damage during transportation. Damaged material will not be accepted at any condition and will have to be taken back by the tenderer at its own cost.
20. These items will be part of CCTV surveillance system under execution by a different vendor at NESAC. The tenderer shall work in conjugation with them during installation if required.
21. All the system/sub-system/equipments/accessories supplied against this order shall be warranted for a period of 12 (Twelve) months on-site from the date of acceptance after installation and commissioning. During the period of warranty, if found that the system/equipment is not conforming to the description, quality, workmanship, etc the vendors shall replace/repair the same at their cost. Any fault/repairs during warranty should be attended to within 24 hours of reporting it. Software upgrades released during warranty period shall be supplied free of cost.
22. After completion of One year warranty, all the system will be put under Comprehensive AMC (on-site) for initially 04 years (02nd, 03rd, 04th & 05th). The tenderer shall quote rate per year for CAMC for these 04 years separately. During the period of CAMC, if the system/any equipment/any part of the system is not found working, the vendors shall replace/repair the same at their cost including transportation of the materials and person involved. Software upgrades released during CAMC period shall be supplied free of cost. Payment for the charges of CAMC will be paid on quarterly (three month) basis. One mandatory visit by competent engineer is required to check the system in one quarter. Any fault during CAMC should be attended to within 24 hours of reporting it. The down time of the system is maximum 15 (Fifteen) working days. The faults reported/lodged from the user must be resolved within Fifteen (15) working days from the date of lodging of complaint otherwise penalty will be applied. For each subsequent

day of delay after 15 (Fifteen) working days from the date of lodging the complaint, 0.2 % of quarterly CAMC value per day will be recovered from the bill with ceiling of 10 % of quarterly CAMC value as penalty. Log book will be maintained for CAMC services.

23. During price bid evaluation, CAMC charges for 02nd, 03rd, 04th & 05th will also be considered along with material and installation cost.
24. The tenderer shall furnish Bank Guarantee for satisfactory performance of the system during the warranty period, for 10% of the total order value. The Performance Bank Guarantee shall be issued by a nationalized /Schedule Bank on Rs.100/- non-judicial stamp paper. The Performance Bank Guarantee shall be valid 2 months beyond the completion of the warranty period.
25. The tenderer shall arrange insurance from warehouse to warehouse (i.e up to NESAC) at their cost.
26. Time shall be considered as of the essence of the work. The entire job must be completed in 30(Thirty) days from the date of purchase order. If the work is delayed due to the fault of tenderer, a fine will be imposed considering the length of delay to the extent of 10% of the tendered value at the discretion of the NESAC.
27. Full payment will made to the tenderer after supply, installation, testing & commissioning of the all the system supplied by them. The bill should be addressed to The Administrative Officer, NESAC, Umiam in triplicate.
28. The tenderer shall indemnify NESAC against any action, claim or proceedings relating to infringement of all or any of the prevailing laws like Workman's compensation Act 1923, Contract Labour (Regulation and Abolition) Act 1938, Industrial Dispute Act 1947, and Employees' State Insurance Act 1952 during the currency at the order or any other Act specifically not mentioned.
29. The tenderer shall also indemnify NESAC from claim for any injury/damage/death to any of their persons or third party during transportation, installation, testing etc. against the order.
- 28 **Arbitration:** In the Event of any question, dispute or differences arising under these conditions or any conditions contained in the Purchase Order or in connection with this contract (except as to any matters the decision of which is specially provided for by these conditions) the same shall be referred to the sole arbitration of the Director or any other person appointed by him. It will be no objection that the arbitrator is a Government Servant that he had to deal with matter which the contract relates or that in the course of

his duties as a Government Servant he has expressed views on all over any of the matters in dispute of difference. The award of the Arbitrator shall be final and binding on the parties of this contract.

It is a term of this contract: -

a) If the Arbitrator be the Director, NESAC.

- i) in the event of his being transferred or vacating his office by resignation or otherwise it shall be lawful for his successor-in office- either to proceed with the reference himself or to appoint another person as Arbitrator or
- ii) in the event of his being unwilling or unable to act for any reason, it shall be lawful for the Director to appoint another person as Arbitrator or

b) If the Arbitrator be a person appointed by the Director, NESAC:-

In the event of his dying neglecting or refusing to act, or resigning or being unable to act, for any reason, it shall be lawful for the Director either to proceed with the any reason. It shall be lawful for the Director either to proceed with the reference himself or to appoint another person as arbitrator in place of the outgoing arbitrator. Subject as aforesaid, the Arbitration Act 1940 and the rules there under and any statutory Modifications thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this Clause. The Arbitrator shall have the power to extend with the consent of the Purchase and the Contractor the time of making and publishing the ward. The venue of an arbitration shall be the place as the Purchaser in his absolute discretion may determine Work under the Contract shall if reasonably possible, continue during Arbitration Proceedings.

29 Should a part or whole of systems covered by this order be delayed in delivery due to reasons of Force Majeure which shall include lock-outs, strikes, riots, civil commotions, fire accidents, acts of God and war stoppage of deliveries by Government; refusal of non-receipt of import license for import items, the delivery period referred in their order shall be extended by a period(s) not in excess of duration of such force majeure. Each party undertakes to advice the other as soon as it becomes aware of the circumstances of such force majeure, so that actions under the provisions of this order can be mutually reviewed and agreed upon between the tenderer and NESAC. If the force majeure condition extends over a period of two months both the parties of the order shall mutually discuss and arrive at an agreement for continuation or termination of the contract.

b. The order shall be govern by and interpreted and construed in accordance with laws of India. The department shall not be responsible if

the supplier infringes the laws or statutes in force during currency of this order.

- c. Under normal circumstances, short-closing/termination of the Order is not foreseen. However, in case of continued non-performance of the Order resulting in inordinate delays in the delivery dates in spite of repeated written requests for meeting the delivery schedule, NESAC reserves the right to terminate wholly or partly the Order by giving a notice of not less than one month.
- d. In case of major changes in the policies of the Government of India as a result of which NESAC is compelled to curtail its requirements wholly or partly, NESAC and the tenderer shall enter into negotiations to mutually agree to terminate this Order wholly or partly.

I. INSTRUCTIONS TO TENDERERS

- 1 The Tenderers should submit quotations in duplicate in a sealed envelope, superscribing the Tender No. and due date of opening and complete in all respects with technical specifications, including pamphlets and catalogues.
- 2 A Proforma Invoice may also be given which should contain the following information:
 - a) The FOB/FCA value, the C & F value for import by Sea freight / Air freight up to and for air parcel post up to should be separately indicated.
 - b) Agency Commission: The amount of commission included in the price and payable to the Indian Agent of the Contractor shall be paid directly to the Indian Agent by the Purchaser in equivalent Indian Rupees on the basis of an Invoice from him applying T.T. buying rate of exchange ruling on the date of placement of the Purchase Order and which shall not be subject to any further exchange variations. This payment will be released to the Indian Agent immediately after Customs clearance of the goods in India.
 - c) The Contractor shall invoice only for the net amount payable to him, after deducting the amount of Agency Commission included in the invoice which will be paid to the Indian Agent directly by the Purchaser. However, the Contractor's invoice should separately reflect the amount of commission payable to his Indian Agent.
 - d) The earliest delivery period and country of origin of the Stores.
 - e) Banker's name, address, telephone/fax Nos. & e-Mail ID of the Contractor.
 - f) The approximate net and gross weight and dimensions of packages /cases.
 - g) Recommended spares for satisfactory operation for a minimum period of one year
 - h) Details of any technical service, if required for erection, assembly, commissioning and demonstration.
- 3 The FOB/FCA and C & F prices quoted should be inclusive of all taxes, levies, duties arising in the tenderer's country.
- 4 The offer should be valid for a minimum period of 120 days from the due date of opening of the tender.
- 5 Samples, if called for, should be sent free of all charges.
- 6 Late and delayed tenders will not be considered. Quotations by cable must be followed by detailed offers.

- 7 Offers made by Indian Agents on behalf of their Principals, should be supported by the proforma invoice of their Principals.
- 8 The details of Import Licence will be furnished in the Purchase Order.
- 9 The authority of person signing the tender, if called for, shall be produced.
- 10 Instructions / Operation Manual containing all assembly details including wiring diagrams should be sent wherever necessary in duplicate. All documents / correspondence should be in English language only.
- 11 The Purchaser reserves the right to accept or reject the lowest or any offer in whole or part without assigning any reason.
- 12 It is expressly agreed that the acceptance of the Stores Contracted for is subject to final approval in writing by the Purchaser.
- 13 a) Part shipment is not allowed unless specifically agreed to by us.
b) As far as possible stores should be despatched by Indian Flag Vessels / Air India through any Agency nominated by us.
- 14 Inspection / Test Certificate should be provided for the goods after testing it thoroughly at the Contractor's works. If any Inspection by Lloyds or any other testing agency is considered necessary, it shall be arranged by Contractors.
- 15 Where erection or assembly or commissioning is a part of the Contract, it should be done immediately on notification. The Contractor shall be responsible for any loss/damage sustained due to delay in fulfilling this responsibility.
- 16 For items having shelf life, those with maximum shelf life should be supplied if order is placed

II. TERMS AND CONDITIONS

1. DEFINITIONS:

- (a) The term 'Purchaser' shall mean the Director, NESAC
- (b) The term 'Contractor' shall mean, the person, firm or company with whom or with which the order for the supply of stores is placed and shall be deemed to include the Contractor's Successors, representatives, heirs, executors and administrators unless excluded by the Contract.
- (c) The term 'Purchase Order' shall mean the communication signed on behalf of the Purchaser by an officer duly authorised intimating the

acceptance on behalf of the Purchaser on the terms and conditions mentioned or referred to in the said communication accepting the Tender or offer of the Contractor for supply of stores of plant, machinery or equipment of part thereof.

- (d) The term 'Stores' shall mean what the Contractor agrees to supply under the Contract as specified in the Purchase Order.

2. PRICES:

Tenders offering firm prices will be preferred. Where a price variation clause is insisted upon by a tenderer, quotations with a reasonable ceiling should be submitted. Such offers should invariably be supported by the base price taken into account at the time of tendering and also the formula for any such variations.

3. TERMS OF PAYMENT:

3.1 Being a Department of the Government of India, the normal terms of payment are by Sight Draft. However other terms of payment like establishment of Letter of Credit may be considered by the Purchaser on such terms and conditions as may be agreed upon.

3.2 The Sight Draft / Letter of Credit will be operative on presentation of the undermentioned documents:

- a. Original Bill of Lading / Airway Bill
- b. Commercially certified invoices describing the stores delivered, quantity, unit rate and their total value, in triplicate. The invoice should indicate the discounts, if any, and Agency Commission separately.
- c. Packing List showing individual dimensions and weight of packages.
- d. Country of Origin Certificate in duplicate.
- e. Test Certificate.
- f. Declaration by the Seller that the contents in each case are not less than those entered in the invoices and the quality of the Stores are guaranteed as per the specifications asked for by the Purchaser.
- g. Warrantee and guarantee Certificate/s vide Clause 20 herein below

4 IMPORTANT LICENCE:

Reference to Import License No. & date and Contract number & date shall be prominently indicated in all the documents vide para 3.2

5 DEMURRAGE:

Supplier shall bear demurrage charges, if any, incurred by the purchaser due to delayed presentation of shipping documents as prescribed in para 3.2 to the bankers within a reasonable time (say within 10-12 days) from the date of bill of lading for sea consignments and within 3-4 days from the date of Air Way Bill for air consignments.

6 ADDRESS OF INDIAN AGENTS:

.....

7 GUARANTEED TIME DELIVERY:

The time for and the date of delivery stipulated in the Purchase Order shall be deemed to be the essence of the Contract. Delivery must be completed within the date specified therein.

8 INSPECTION AND ACCEPTANCE TEST:

8.1 The Purchaser's representatives shall also be entitled at all reasonable times during manufacture to inspect, examine and test on the Contractor's premises the material and workmanship of all stores to be supplied under this Contract and if part of the said stores is being manufactured on other premises, the Contractor shall obtain for the purchaser's representative permission to inspect, examine and test as if the equipment were being manufactured on the Contractor's premises. Such inspection, examination and testing shall not release the Contractor from the obligations under this Contract.

8.2 For tests on the premises of the Contractor or of any of his sub-Contractors, the Contractor shall provide free of cost assistance, labour, material, electricity, fuel and instruments as may be required or as may be reasonably needed by the purchaser's representative to carry out the tests efficiently.

8.3 When the stores have passed the specified test, the purchaser's representative shall furnish a certificate to the effect in writing to the Contractor. The Contractor shall provide copies of the test/s certificates to the purchaser as may be required.

9 MODE OF DESPATCH:

Generally, stores should be despatched through Indian Flagged Vessel / Air India or through any other Agency nominated by the purchaser. A copy of the invoice and packing list should invariably be kept inside each of the packages

10 PORT OF ENTRY:

Thiruvananthapuram/Chennai/Mumbai/Hyderabad/Bangalore/Kolkata/.....

11 CONSIGNEE:

Purchase & Stores Officer, Stores, _____

12 SHIPPING MARKS.

The mark on the shipping documents such as invoice, bill of lading and on the packages should be as follow:

PURCHASE ORDER NO. DATED

GOVERNMENT OF INDIA
DEPARTMENT OF SPACE
(name of the Centre/Unit)

Destination: &

Port of Entry:

13 INSURANCE OF THE STORES:

The necessity or otherwise of insurance will be as indicated in the Purchase Order.

14 CONTRACTOR'S DEFAULT LIABILITY:

14.1 The purchaser may upon written notice of default to the Contractor terminate the Contract in whole or in part in circumstances detailed hereunder:

- a) If in the judgement of the Purchaser the Contractor fails to make delivery of Stores within the time specified in the Contract/agreement or within the period for which extension has been granted by the Purchaser to the Contractor.
- b) If in the judgment of the Purchaser the Contractor fails to comply with any of the other provisions of this Contract.

15 In the event the Purchaser terminates the Contract in whole or in part as provided in Clause 14 the Purchaser reserves the right to Purchase, upon such terms and in such a manner as he may deem appropriate, stores similar to that terminated and the Contractor shall be liable to the Purchaser for any additional costs for such similar stores and/or for liquidated damages for delay as defined in Clause 19 until such reasonable time as may be required for the final supply of stores.

15.1 If this Contract is terminated as provided in Clause 14 the Purchaser in addition to any other rights provided in this Article, may require the Contractor to transfer title and deliver to the Purchaser under any of the following clauses in the manner and as directed by the Purchaser:

- a) Any completed stores.
- b) Such partially completed stores, drawing, information and Contract rights (hereinafter called manufacturing material) as the Contractor has specifically produced or acquired for the performance of the Contract as terminated. The Purchaser shall pay to the Contractor the Contract price for completed stores delivered to and accepted, by the purchaser and for manufacturing material delivered and accepted.

15.2 In the event the Purchaser does not terminate the Contract as provided in Clause 14, the Contractor shall continue the performance of the Contract in which case he shall be liable to the purchaser for liquidated damages for delay as set out in Clause 19 until the stores are accepted.

16 REPLACEMENT:

If the stores or any portion thereof is damaged or lost during transit, the Purchaser shall give notice to the Contractor setting forth particulars of such stores damaged or lost during transit. The replacement of such stores shall be effected by the Contractor within a reasonable time to avoid unnecessary delay in the intended usage of the Stores. In case the purchaser agrees, the price towards replacement items shall be paid by the purchaser on the basis of original price quoted in the tender or as reasonably worked out from the tender.

17 REJECTION :

In the event that any of the stores supplied by the Contractor is found defective in material or workmanship or otherwise not in conformity with the requirements of the Contract specifications, the purchaser shall either reject the stores or request the Contractor, in writing, to rectify the same. The Contractor, on receipt of such notification, shall either rectify or replace the defective stores free of cost to the purchaser. If the Contractor fails to do so, the purchaser may at his option either –

- a) replace or rectify such defective stores and recover the extra cost so involved from the Contractor, or
- b) terminate the Contract for default as provided under clause 14 above,
or
- c) acquire the defective stores at a reduced price considered equitable under the circumstances. The provision of this article shall not prejudice the Purchaser's rights under clause 19.

18 EXTENSION OF TIME:

If the completion of supply of stores is delayed due to reason of *force majeure* such as acts of god, acts of public enemy, acts of Government, fires, floods, epidemics, quarantine restriction, strikes, freight embargoes, etc., the Contractor shall give notice within 15 days to the purchaser in writing of his claim for an extension of time. The purchaser on receipt of such notice after verification, if necessary, may agree to extend the Contract delivery date as may be reasonable but without prejudice to other terms and conditions of the Contract.

19 DELAY IN COMPLETION / LIQUIDATED DAMAGES:

If the Contractor fails to deliver the stores within the time specified in the Contract or any extension thereof, the purchaser shall recover from the Contractor as liquidated damages a sum of one-half of one percent (0.5 percent) of the Contract price of the undelivered stores for each calendar week of delay. The total liquidated damages shall not exceed ten percent (10 percent) of the Contract price of the unit or units so delayed. Stores will be deemed to have been delivered only when all their component parts are also delivered. If certain components are not delivered in time, the stores will be considered as delayed until such time as the missing parts are delivered.

20 GUARANTEE & REPLACEMENT:

- a) The Contractor shall guarantee that the stores supplied shall comply fully with the specifications laid down for material, workmanship and performance.
- b) For a period of twelve months after the acceptance of the stores, if any defects are discovered therein or any defects therein are found to have developed under proper use arising from faulty materials, design or workmanship, the Contractor shall remedy such defects at his own cost provided he is called upon to do so within a period of 14 months from the date of acceptance thereof by the Purchaser who shall state in writing in what respect the stores or any parts thereof are faulty.
- c) If in the opinion of the purchaser it becomes necessary to replace or renew any defective stores, such replacements or renewals shall be made by the Contractor free of all costs to the purchaser provided the notice informing the Contractor of the defect is given by the purchaser in this regard within the said period of 14 months from the date of acceptance thereof.
- d) Should the Contractor fail to rectify the defects, the purchaser shall have the right to reject or repair or replace at the cost of the Contractor the whole or any portion of the defective stores.
- e) The decision of the Purchaser, notwithstanding any prior approval or acceptance or inspection thereof on behalf of the purchaser, as to whether or not the stores supplied by the Contractor are defective or any defects has developed within the said period of 12 months or as to whether the nature of the defects requires renewal or replacement shall be final, conclusive and binding on the Contractor.
- f) To fulfill guarantee conditions outlined in Clause 20 (a) to (e) above,

the Contractor shall, at the option of the purchaser, furnish a Bank Guarantee (as prescribed by the purchaser - Bank Guarantee format enclosed) from a Bank approved by the purchaser for an amount equivalent to 10% of the value of the Contract along with first shipment documents. On the performance and completion of the Contract in all respects, the Bank Guarantee will be returned to the Contractor without any interest.

- g) All the replacement stores shall also be guaranteed for a period of 12 months from the date of arrival of stores at purchaser's site.
- h) Even while the 12 months guarantee applies to all stores, in case where a greater period is called for by our specifications, then such a specification shall apply, and in such cases, the period of 14 months referred to in Clause 20 (b) and (c) shall be asked for guarantee period plus two months.

21 REQUIREMENT OF ADDITIONAL NUMBERS OF THE STORES/SPARE PARTS ORDERED:

The Contractor shall also undertake the supply of additional number of items covered by the order as considered necessary by the purchaser at a later date, the actual price to be paid shall be mutually agreed to after negotiations.

22 PACKING:

- a) The Contractor wherever applicable shall pack and crate all stores for sea / air shipment as applicable in a manner suitable for export to a tropical humid climate, in accordance with internationally accepted export practices and in such a manner so as to protect it from damage and deterioration in transit by road, rail or sea for space qualified stores. The Contractors shall be held responsible for all damages due to improper packing.
- b) The Contractor shall ensure that each box / unit of shipment is legible and properly marked for correct identification. The failure to comply with this requirement shall make the Contractor liable for additional expenses involved.
- c) The Contractor shall notify the purchaser of the date of shipment from the port of embarkation as well as the expected date of arrival of such shipment at the designated port of arrival.
- d) The Contractor shall give complete shipment information concerning the weight, size, content of each packages, etc.
- e) Transshipment of equipment shall not be permitted except with the written permission of the purchaser.

- f) Apart from the despatch documents negotiated through Bank, the following documents shall also be airmailed to the purchaser within 7 days from the date of shipment by sea and within 3 days in case of air-consignments:
- a) Commercial Bill of Lading / Air Way Bill / Post parcel Receipt. (Two non-negotiable copies)
 - b Invoice (3 copies)
 - c Packing List (3 copies)
 - d) Test Certificate (3 copies)
 - e) Certificate of Origin

The Contractor shall also ensure that one copy of the packing list is enclosed in each case.

23 ARBITRATION:

If at any time any question, dispute or difference whatsoever shall arise between the purchaser and the Contractor upon or in connection with this Contract, either party may forthwith give to the other notice in writing of the existence of such question, dispute or difference and the same shall be referred to the adjudication of two arbitrators, one to be nominated by purchaser, other by a Contractor and in the event of any difference of opinion, the arbitrators will refer the matter to the umpire. The arbitration shall be conducted in accordance with the rules and procedure for arbitration of the International Chamber of Commerce at Paris. The expenses of the arbitrators and umpire shall be paid as may be determined by them. However, the venue of such arbitration should be in India.

24 LANGUAGE AND MEASURES:

All documents pertaining to the Contract including specification, schedule, notice, correspondence, operating and maintenance instructions, drawings or any other writings shall be written in English language. The metric system of measurement shall be used exclusively in the Contract.

25 INDEMNITY:

The Contractor shall warrant and be deemed to have warranted that all Stores supplied against this Contract are free and clean of infringement of any patent, copyright or trade mark and shall at all times indemnify the purchaser against all claims which may be made in respect of stores for infringement of any right protected by Patent, Registration of design or Trade Mark, and shall take all risk of accident or damage which may cause a failure of the supply from whatever cause arising and the entire responsibility for the sufficiency of all the means used by him for the fulfillment of the Contract.

26 COUNTER TERMS AND CONDITIONS OF SUPPLIERS:

Where counter terms and conditions/printed or cyclostyled conditions have been offered by the supplier, the same shall not be deemed to have been accepted by the purchaser unless specific written acceptance thereof is obtained.

27 SECURITY INTEREST:

On each item to be delivered under this Contract, including an item of work in progress in respect of which payments have been made in accordance with the terms of the Contract, purchaser shall have a security interest in such items which shall be deemed to be released only at the time when the applicable deliverable item is finally accepted and delivered to the purchaser in accordance with the terms of the Contract. Such security interest of the purchaser shall constitute a prior charge as against any other charge or interest created in respect of such items by any entity

28 BANK CHARGES:

While the purchaser shall bear the bank charge payable to his Bankers (State Bank of India), the Contractor shall bear the Bank charges payable to his Bankers including the cheques towards advising amendment commissions.

29 TRAINING:

The Contractor shall, if required by the purchaser, provide facilities for the practical training of Purchaser's engineering / technical personnel from India and for their active association on the manufacturing processes throughout the manufacturing period of the Contract / stores, number of such personnel to be mutually agreed upon.

30 APPLICABLE LAW:

The Contract shall be interpreted, construed and governed by the laws of India.

Submission of the Tender

The bid is required to be submitted in **two parts**. One part is the **Techno-Commercial Un-priced Bid** and the other part is the **Price Bid**.

The Bidder shall submit the bids in two separate envelopes. One envelope shall contain Techno Commercial Un-priced bid and the other shall contain the Priced bid. The bidder shall seal the Techno Commercial Un-priced Bid and the Price Bid in two separate envelopes duly marked as “**Techno-Commercial Un-priced Bid**” and “**Price Bid**” respectively. Both the envelopes shall then be sealed in one outer (main) envelope. The main envelope must be sent to **Administrative Officer, North Eastern Space Applications Centre (NESAC), Government of India, Department of Space, Umiam -793103, Meghalaya.**

The documents to be submitted with ‘**Techno-Commercial Un-priced Bid**’ and ‘**Price Bid**’ are as follows:

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PART-I: ‘Techno-Commercial Un-priced Bid’

- i) The Tenderer has to provide ink signed Tender Specific OEM Authorization certificate for each quoted items.
- j) OEM technical data sheet of each quoted item is to be provided.
- k) Balance sheet & IT statements for last 03 years.
- l) Up to date tax clearance certificate as applicable
- m) Earnest Money Deposit (EMD) of 50,000.00 (Rs. Fifty thousand only) in Crossed demand draft drawn on any Nationalized Bank in favor of Director, NESAC, payable at SBI Umiam (Branch Code: 2010)
- n) Declaration of the validity of the quotation
- o) Declaration of Warranty of the item quoted
- p) Dully filled, Sealed and signed copy of Annexure-I
- q) Sealed and signed copy of Annexure-II (Terms & Conditions of the tender) as proof of the compliance of our terms and condition
- j) Any others related documents by the tenderer

All the above documents (from a to j) must be submitted as a part of Techno commercial bid. If these documents are not submitted or submitted partially, the bid will be summarily rejected.

(All the above documents should be enclosed in one envelop which is to be sealed properly and marked as “**Techno-Commercial Un-priced Bid**” as stated earlier.)

PART-II: ‘PRICE BID’

The tenderer must mention the price as per Annexure IIB.

The price bid should be sealed and signed mentioning the price in Indian Rupees both in number and words)

(This documents should be enclosed in one envelop which is to be sealed properly and marked as “**PRICE BID**” as stated earlier.)

(Both the envelopes shall then be sealed in one outer (main) envelope. The main envelope must be sent to **Administrative Officer, North Eastern Space Applications Centre (NESAC), Government of India, Department of Space, Umiam -793103, Meghalaya** as stated earlier)

Price Bid Format

Item Description	Qty	Unit	Rate	Tax/Service charge etc	Total Price
Storage Server (SAN Solution) as per Annexure I	01	No			
Workstation As per Annexure I	02	No			
Installation and Commissioning Charge for Storage Server	01	No			
Installation and Commissioning Charge for Workstation	02	No			
CAMC Charges for 02 nd Year For Storage Server	01	No			
CAMC Charges for 03 rd Year For Storage Server	01	No			
CAMC Charges for 04 th Year For Storage Server	01	No			
CAMC Charges for 05 th Year For Storage Server	01	No			
CAMC Charges for 02 nd Year For Workstation	02	No			
CAMC Charges for 03 rd Year For Workstation	02	No			
CAMC Charges for 04 th Year For Workstation	02	No			
CAMC Charges for 05 th Year For Workstation	02	No			
Grand Total (Rs.)					

In words:

Signature with seal of the Tenderer
