



Prasar Bharati Archives
CENTRAL ARCHIVES, PRASAR BHARATI
Akashvani Bhavan, Parliament Street,
New Delhi-110001

E-Tender Document

For the supply of Spares unit/parts of IBM server X3650,X3250 for
MAM Installed at DD Archives of CENTRAL ARCHIVES, Akashvani
Bhawan, Sansad Marg New Delhi 110001

Tel: 011-23421271

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on leave

S K Bansal (ADE)

Chairman

Ravi Kant Singh
03/02/2020

Ravi Kant Singh (AE)

Member

SP
03/02/2020

Brij Pal Singh (AE Admin)

Member

TP Roy

T P Roy (PEX)

Member

TENDER NOTICE

Tender No.: CA/ST/(25)/2019-20

Date: 04/02/2020

The DDG,CENTRAL ARCHIVES, Akashvani Bhawan, New Delhi, invites E- tender in the shape of Two Bid Systems i.e. (Technical Bid & Financial Bid) from the interested & reputed Indian Firms/Agencies/Govt. Licensed firms for The Supply of Spares Unit/Parts of **IBM Server X3650, X3250 for MAM** installed at DD archives Whose details is given below:

S. No.	Part Name	Make	Model	Qty
1.	Power Supply of NetApp Storage (5 TB) Array-1	NetApp	DS-14MK4	3
2.	RAM of Transcoder Server-X3250	IBM	1 GB	4
3.	Mother Board Transcoder Server-X3250	IBM	System Board	1
4.	Hard Disk Drive HDD 75 GB SAS	IBM	3.5 Inches 15K HS SAS HDD	5
5.	SMPS Power Supply of Transcoder Server	IBM	Server Model X3250	2
6.	Controller Card with Batteries for DB Server	IBM	Model X3650	2

Tender documents submission start Date and time	04.02.2020, 18.00 Hrs
Online Tender documents submission End Date and time	25.02.2020, 15.00 Hrs
Technical Bid Opening date and time	25.02.2020, 16.00 Hrs
Estimated Value of the Spares parts/units	Rs 4,92,630/-
EMD	Rs 10,000/- only (Rupees Ten thousand only)
Tender Fee	NIL
Tender Documents published on	www.tenderwizad.com/PB

1. GUIDELINES FOR THE TENDERERS:

- a. The interested Supplier/Vendor/agencis submit the tenders online at "www.tenderwizad.com/PB " in two bid system (i.e. Part I: Technical Bid and Part II: Financial Bid) in the prescribed Performa. Tenders are to be submitted only online through tender wizard portal. All the documents in support of eligibility criteria etc. are to be scanned and uploaded along with the Tender Documents. **Tenders sent by any other mode will not be accepted.**
- b. The Demand Draft/Pay Order for Earnest Money Deposit (EMD) should be submitted on or before due date of the tender to **DDO(CA), Akashvani Bhavan, Sansad Marg, New Delhi 110001** and scanned copy of EMD should be submit online with technical bid. Bidders, who are registered with **NSIC** under single point Registration and **MSME**, shall be considered for EMD exemption. In such case an attested copy of the valid registration certificate from NSIC/MSME must be furnished.

Bid addressed to:

**DDO (CA),
Prasar Bharati Central Archives
Akashvani Bhavan, Sansad Marg
New Delhi 110001.**

- c. In the absence of a valid certificate from the NSIC and proper Bank BG/Draft/Pay Order of EMD amount, such tenders shall be rejected straightway.
- d. The E Technical Bid should have all the details about the bidders and documents as required to verify the eligibility criteria. Bidders must ensure that all requisite documents for verifying the eligibility criteria are provided/ uploaded in the Technical Bid in the E- Tender.
- e. The E- Financial Bids of only technically qualified bidders will be opened.
- f. Bids received after the due date and time, by whatever means, shall not be considered.

- g. The bids submitted shall be valid for 120 days from the date of opening bid.
- h. A representative of the firm submitting bid may be present at this office during opening of the tenders. The representative shall submit an authorization certificate from the firm to be allowed to attend the opening of E-Technical Bid and E- Financial Bid.
- i. The systems covered under subject tender enquiry may be got inspected during working days between 9:30 AM to 06:00 PM.

Part - I

(Technical bid)

Subject: The Supply of Spares Unit/Parts of **IBM Server X3650, X3250 for MAM** installed at DD archives

Whose details is given below:

S. No.	Part Name	Make	Model	Qty
1.	Power Supply of NetApp Storage (5 TB) Array-1	NetApp	DS-14MK4	3
2.	RAM of Transcoder Server-X3250	IBM	1 GB	4
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1. Introduction

O/o Deputy Directorate General, Central Archives interested to purchase of store as mentioned in the above subject. The following document, in its entirety, has been brought out as both a bid specification to outline the requirements for the works to be provided, and a basis for proposal submission by the bidder.

- 2. Scope of the work:** To supply the units/spares parts as said in the above subject are available in the complete bid documents which can be viewed/downloaded from e-tender portal of "www.tenderwizard.com/PB"

3. Instruction to Bidders:

- 3.1 The bidders shall submit their offer in two parts namely, "E- Technical Bid" and "E- Financial Bid" with detailed technical aspects, scope of work, commercial terms, payment terms, supply time, validity of offer etc. Both the above parts should be submitted in E- Tender method clearly mentioned as For the supply of Spares unit/parts of IBM server X3650,X3250 for MAM installed at DD Archives of Central Archives, Akashvani Bhawan, Sansad Marg New Delhi 110001
- 3.2 The bidder should give their name & Address.
- 3.3 Information /documents furnished by the bidders in support of meeting the Eligibility Criteria, terms and conditions.
- 3.4 Only E-Tenders/ Bids are acceptable. The Bids submitted by post/Telex/Telegram/Tax/E-mail etc. shall not be considered.
- 3.5 Bid document duly signed by the bidder (in each page) along with signed **blank Financial Bid** (Part-II of tender document), Deviation statement as per Annexure III of tender document.
- 3.6 All communications/documents submitted with the bid will be signed on each page by the authorized representative of the bidder. The signature on each page of the copy the tender documents means that the bidder complies with all paras of the tender. Non compliance, if any, should be clearly mentioned and highlighted.

- 3.7 Bidders must put page number on every page of the bid. It is also required that page nos. of the documents attached should be mentioned against each item of the main bid.
- 3.8 Only Earnest Money Deposit (EMD) of **Rs 10,000/- only** (Rupees Ten thousand only) by crossed demand draft or Pay order of any nationalized/scheduled bank in favour of "DDO (CA), Central Archives, Akashvani Bhawan, New Delhi" payable at New Delhi by post or by hand will be accepted upto the opening of the technical bid.
- 3.9 Any proposal received by Central Archives after the date and time specified in the tender shall be rejected.
- 3.10 The bids submitted shall be valid for 120 days from the date of opening the tender.
- 3.11 Bids will be opened on due date and time in the presence of the bidders or their representatives with authorization letter, present at the time and day of opening. Letter of authorization shall be submitted by the bidder before they are allowed to participate in bid opening.
- 3.12 The price quoted shall be firm and no revision of prices will be entertained after the quotation is opened.
- 3.13 Bids with any corrections by way of overwriting or erased will be rejected.
4. **The E- Technical Bid:** The E- Technical bid must contain the following:
- 4.1 Eligibility Criteria:**
- 4.1.1 The bidder should have registered firms/joint venture with e-tendering portal of "www.tenderwizard.com/PB" The bidder should be financially sound with average annual turnover of Rs. 25 Lakhs each in last three financial years (2017-18, 2018-19 & 2019-20). The proof of turnover duly audited by CA should be submitted in the form of Audited Annual Reports/Financial statements.
- 4.1.2 The bidder should be registered in India. Copy of PAN and GST Registration should be submitted.
- 4.1.3 The bidder must be a single entity. A self-certified letter by the authorized signatory of the bidder stating that the bidder is not blacklisted or debarred from the tendering by the central Government/state Government/Other Government bodies or under a declaration of ineligibility for corrupt or fraudulent practices as on the last date of submission of the bid.
- 4.1.4 All related documentary proof of meeting eligibility criteria must be submitted with the E- Technical Bid.
- 4.2 Other Documents to be submitted:**
- 4.2.1 Earnest Money Deposit (EMD).
- 4.2.2 Copy of PAN Card ,GST Registration Certificate
- 4.2.3 Past Performance and proof of experience supplying Broadcast Equipments/spares.
- 4.2.4 Copy of tender document duly signed on each page by the authorized signatory along with signed **blank Financial Bid** for endorsing the compliance to all clauses of the tender by the bidder.
- 4.2.5 All other relevant document required as evidence of meeting technical evaluation criteria and their proposal criteria.

5 Earnest Money deposit (EMD):

5.1 Bidder shall submit EMD of **Rs 10,000/- only** (Rupees Ten thousand only) by crossed demand draft or Pay order of any nationalized/scheduled bank in favour of **“DDO (CA), Central Archives, Akashvani Bhawan, New Delhi”** payable at New Delhi on or before the opening of the E- Technical Bid, failing which the offer will be rejected. No interest shall be paid on the amount of such deposit. Bids submitted without the EMD shall be summarily rejected.

5.2 The EMD shall be returned/ refunded to the unsuccessful bidders without any interest. Also, the said EMD will be refunded to successful bidder on submission & confirmation of Performance Bank Guarantee by Central Archives.

6 Performance Bank Guarantee (PBG):

6.1 The successful bidder to whom letter of intent is issued shall have to sign the Service Level Agreement (SLA) contract and furnish a Performance Bank Guarantee, calculated at the rate of ten percent (10%) on the value of contract in Central Archives, valid for a period of 90 days beyond the expiry of the validity of contract.

6.2 The PBG shall be submitted in the form of Demand Draft/Pay Order or Bank Guarantee issued by any nationalized/scheduled bank.

6.3 If the bidder fails to discharge or neglect any bid obligations under the SLA contract, it shall be lawful for Central Archives to forfeit either whole or any part of performance security furnished by the bidder as penalty for such failure.

6.4 The Security Deposit (PBG), submitted by the bidder will be returned to the firm after the expiry of contract period without any interest. However, the security Deposit (PBG) shall be liable to be forfeited for any deficiency in its services or violation of any provision of the terms & Conditions on the contract by it.

7 EMD shall be forfeited if:

7.1 The bid is revoked during its validity period.

7.2 The bidder indulges himself in any undesirable practice or malpractice at any time, which would include the instance of a bidder after submission of tender and during the tender validity period resilient from his offer or modifies the terms and conditions thereof.

7.3 The prices are increased unilaterally during validity of offer by the bidder.

7.4 The bidder does not sign the SLA contract and submit the PBG within a maximum period of 15 days of the order placed on him by Central Archives.

8. Pre-Bid Meeting:

8.1 Requirement of prebid may be submitted in advance.

8.2 All Pre-Bid queries have to be submitted in writing to **DDO, Central Archives, Akashvani Bhawan, New Delhi** by 15.00 Hrs on 14/02/2020 in the format given below on the letter head of the company.

Sr. No.	Page No.	Clause / Point No.	Subject	Clarification Sought	Remarks (if any)

8.3 Only two people (OEM / System Integrator) will be allowed to attend the Pre-bid meeting. Interested bidders may choose to attend pre-bid meeting at their own cost.

8.4 No queries will be entertained after this allotted time frame. As a result of the discussion in the pre-bid meeting, if it is considered necessary to modify the technical specifications or any tender conditions, the same shall be carried out. The modified tender documents or amendments, if any will be uploaded on www.tenderwizad.com/PB and www.prasarnet.prasarbharati.org/ (Central Archives website) for the information of all prospective bidders.

9. GUARANTEE / WARRANTY PERIOD:

The stores shall be guaranteed against any Manufacturing / Execution defects for a period of minimum **1 Year** from the date of completion of the supply. Any parts failing during the Guarantee period shall be repaired / replaced free of charge by the supplier at the Sites.

10. DELIVERY OF STORES: The supply shall be completed within **1 months** from the date of placement of order.

11. TERMS OF PAYMENT:

100% Payment on receipt of stores in good working condition.

12. The tender bids will be received online up to 15.00 Hrs on 25.02.2020 The technical bid will be opened in this office at **16:00 Hrs on the same day.**

The commercial bid opening will be notified after recommendation of technical committee.

13. The quotations submitted shall remain open for acceptance for a period of **120 days** from the date of opening of the Tender. If any Tendered / Suppliers withdraws his Tender / Quotation before the said period or makes any modifications in the Terms & Conditions on the Tender / Quotation which are not acceptable to the Department, the Government shall, without prejudice to any other right or remedy, be at the liberty to forfeit the Earnest Money as aforesaid.

14. Both your **PAN – Permanent Income Tax Account Number** and Goods and Service Tax (**GST**) **Number** should be definitely indicated in your quotation.

15. BILL SUBMISSION

- (i) Clear indication on the top of the bills, "Payment by direct credit to bank account through **ECS, NEFT, RTGS, ETC.**
- (ii) The details of beneficiary's name, name of the bank and branch, address, bank account no, IFSC Code, MICR Code, along with the full address, Phone No. and email ID of the beneficiary.
- (iii) PAN No., GST No. should also be clearly indicated in the bill.
- (iv) Payment shall not be made without the above details.

16. Pre-dispatch Inspection:

The Goods may be subjected to **Inspection before acceptance.**

17. RIGHTS OF ACCEPTANCE:

Central Archives reserves the right to reject the lowest tender or all the tenders after assigning reasons whatsoever. Further, the purchaser has the right to increase or decrease up to 50% of the quantity of goods and services specified in the schedule of the requirement without any change in the unit price of the order quantities or other term conditions at the time of award of contract. All Quotations / Tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected. The competent authority on behalf of the President of India reserves the right of accepting the whole or any part of the tender shall be bound to perform the same at the rate quoted.

- 18.** Canvassing whether directly or indirectly, in connection with Tender / Quotation is strictly prohibited and the Tender / Quotation submitted by the Contractors / suppliers who resort to canvassing will be liable to rejection.

19. LANGUAGE / UNITS

All information supplied by the Tenderer & all markings, notes, designation on the drawings & associated write-ups shall be in "**English language**" only. All dimensions, units on drawings, all references to weights, measures & quantities shall be in MKS.

20. TECHNICAL SPECIFICATIONS AND GENERAL TERMS AND CONDITIONS:

For technical specifications, see the specification document. The tenderer should submit necessary description of items being offered along with technical bid and also the firms to which similar items were supplied in the near past and completion report.

21. CONDITIONS OF CONTRACT

- a. DGS&D-68 (Revised) and DGS & D-71 as amended up to date. However, such of the conditions stipulated on this tender shall supersede corresponding conditions in DGS&D-71.
- b. Purchaser reserve the right to place a repeat order up to 50% of quantity or cost within six month from the date of completion of supply during the delivery period.

22. FAILURE AND TERMINATION CLAUSE

Time and date of delivery shall be essence of the contract. If the Contractor / Supplier fails to deliver the stores, within the period fixed for such delivery in the schedule or at any time repudiates the contract before the expiry of such periods, the purchaser may without prejudice to any other right or remedy, available to him to recover demurrages for breach of the contract:-

- (a) Purchase or authorize the purchase elsewhere on the account and at the risk of the contractor / supplier, of the stores not so delivered not carried out of thereof a similar description (where stores exactly complying with the particulars are not in the opinion of the purchaser, which shall be final, readily procurable) by serving prior notice to the contractor / supplier without cancelling the contract in respect of the installment not yet due for delivery or,
- (b) Cancel the contract or a portion thereof by serving prior notice to the Contractor / Supplier and if so desired purchase or authorize the purchase of the stores not so delivered not carried out, or others of a similar description (where stores not delivered not carried out, exactly complying with particulars are not in the opinion of the purchase, which shall be final readily procurable) at the risk and cost of the Contractor / Supplier. If the Contractor / Supplier had defaulted in the performance of the original contract, the purchase shall have the right to ignore the tender for risk purchase even though the lowest, where the contract is terminated at the risk and cost of the firm under the provisions of this clause, it shall be in the discretion of the purchaser to exercise his discretion to collect or not, the Performance Guarantee from the firm on whom the contract is placed, at the risk and expense of the defaulted firm.
- (c) Where action is taken under sub-clause (b) or sub-clause (c) above, the contractor shall be liable for any loss which the purchaser may sustain on the account, provided the purchase or if there is an agreement, to purchase, such agreement is made in case of failure to deliver the Stores / Services, within 6 months from the date of such failure and in case of repudiation of contract the Contractor / Supplier shall not be entitled to any gain on such the entire discretion of the purchaser to serve a notice of such purchase on the Contractor / Supplier.
- (d) It may further be noted that clause (a) above provides for recovery of liquidated demurrages on the cost of contract price of delayed supplies (whole unit) at the rate of 0.5% per week up to maximum limit of 10% of the contract value for such delay or part thereof. Liquidated demurrages for delay in supplies thus accrued will be recovered by the paying authority on instruction as specified in the supply order, from the bill for payment of the cost of materials submitted by the Supplier / contractor in accordance with terms of supply order on instruction from Purchaser regarding liquidated demurrages amount.

- (e) Notwithstanding anything stated above, equipment and materials will be deemed to have been delivered will be deemed to have been carried out only when all its components, parts are also delivered. If certain components of stores are not delivered in time not carried out in time, the stores will be considered as delayed until such time all the missing parts are also delivered.

23. ARBITRATION OF CONTRACTUAL DISPUTES:

If a dispute arises out of or in connection with the contract, or in respect of any defined legal relationship associated therewith or derived there from, the parties agree to submit that dispute to arbitration under ICADR Arbitration Rules, 1996. The Authority to appoint the arbitrator (s) shall be the International Centre for Alternative dispute resolution. The International center for Alternative Dispute Resolution will provide administrative services in accordance with the ICADR Arbitration Rules, 1996.

- a) The number of arbitrator(s) shall be one who has legal as well as Technical Background.
- b) The language of the arbitration proceedings shall be English.
- c) The place of arbitration proceedings shall be **Delhi only**.

24. FORCE MAJEURE

- a. If any time during the continuance of the contract the performance in whole or in part by the contractor shall be prevented or delayed by reason of any war, hostility acts of the public enemy. Civil commotion, sabotage, fires, floods, explosions, epidemics, Quarantine restrictions, strikes, lock-outs or acts of God (therein after restrictions refer to as events and provided notice of happenings of any such eventuality is given by the contractor within 21 days from the date of occurrence thereof, the purchaser shall by reason of such event, neither be entitled to cancel this order nor shall have any claim for damages against the contractor in respect of such non-performance or delay in performance and delivery shall be resumed as soon as practicable after such events have come to an end or ceased to exist.
- b. Provided further that if the performance in whole or part or any obligation under this order is prevented or delayed by reasons of any such event for a period exceeding 180 days, the purchaser and the contractor shall meet to find a neutral agreement to any effect resulting there from or the purchaser may at his option cancel order provided also if the order is cancelled under this clause, the purchaser shall be at liberty to take over the contractor at order price shall unused, un-damaged and acceptable material bought out components and stores in course of manufacture in the possession of the supplier at the time of such cancellation or such portion thereof as the purchaser may deem fit accepting such material, bought out components and stores as the supplier may with the concurrence of the purchaser elect to retain.

25. CANCELLATION

The purchaser reserves the right to cancel in the event of non-performance / delay in execution of the work or unsatisfactory performance by the contractor and recover payment already made if any, along with losses / damages incurred.

DDO (CA)

Deviation Statement:**Annexure iii**

Deviation Sr. No.	Page Sr. No. or enclosure reference of the tender document	Clause number for which the deviation is sought	Brief text description of the clause	Reasons for deviation	Suggested alternative

Part II
Financial Bid

**PRASAR BHARATI
(INDIA'S PUBLIC SERVICE BROADCASTER)
CENTRAL ARCHIVES, AKASHVANI BHAWAN
NEW DELHI- 110001**

Dated : 04.02.2020

**QUOTATION
on company's letter head**

S. No.	Part Name	Make	Model	Qty	Rate Per Unit (Rs.)	GST %	Total Cost
1	Power Supply of NetApp Storage (5 TB) Array-1	NetApp	DS-14MK4	3			
2	RAM of Transcoder Server-X3250	IBM	1GB	4			
3	Mother Board Transcoder Server-X3250	IBM	System Board	1			
4	Hard Disk Drive HDD 75 GB SAS	IBM	3.5 Inches 15K HS SAS HDD	5			
5	SMPS Power Supply of transcoder Server	IBM	Server Model X3250	2			
6	Controller Card with Batteries for DB server	IBM	Model X3650	2			

Guarantee/ Warranty Period : (Minimum **One Year**)

Period of validity of tender : (Minimum **120 days**)

Place of delivery : Room No.: 535, Central Archives, Prasar Bharati,
Akashvani Bhawan, Parliament Street, New Delhi-110001

Name of the Firm with Full Address:.....

Along with dated signature & seal:

GST No:

PAN No:

Bank Account Details: