

Online Bids

(Through E-Procurement Portal of CPPP)

are invited
for

Comprehensive AMC of Data Center Equipment (including DG Set, HVAC System, Chiller, IBMS-Access and Security controls, Server Racks and PDUs with RDHX, and other components) of Supercomputing Center, IIT(BHU) Varanasi

Tender No IIT(BHU)/2023-24/SCC/01-R

Dated: 11.05.2023

Last Date of Submission: 01.06.2023

Tender opening: 02.06.2023



**Coordinator,
Supercomputing Center,
Indian Institute of Technology
(Banaras Hindu University)
Varanasi-221005**

E-mail: coordinator.scc@itbhu.ac.in

**INDIAN INSTITUTE OF TECHNOLOGY
(BANARAS HINDU UNIVERSITY) VARANASI – 221005
Supercomputing Center, IIT(BHU) Varanasi**

Advertised Tender Enquiry Documents

(NOTICE INVITING TENDER)

IIT(BHU) Varanasi invites online tender from manufacturers/suppliers/Service provider (or their 'authorized' dealers that they have been authorized to quote in response to this NIT) of the following items are invited:

Sr. No.	Tender No. and Last Date	Specifications & Quantity of the item	Earnest Money Deposit to be submitted
1.	IIT(BHU)/2023-24/SCC/01 Dated: 11.05.2023 Last Date of Submission: 01.06.2023	Comprehensive AMC of Data Center Equipments (including DG Set, HVAC System, Chiller, IBMS-Access and Security controls, Server Racks and PDUs with RDHX, and other components)	BID SECURITY DECLARATION Annexure-IV

Tender Documents may be downloaded from Central Public Procurement Portal <http://eprocure.gov.in/eprocure/app>. Tenderers can access tender documents

on the CPP Portal. Select the appropriate tender and fill them with all relevant information and submit the completed tender document online on the website <http://eprocure.gov.in/eprocure/app> as per the schedule given in the next page.

Aspiring Bidders who have not enrolled / registered in e-procurement should enroll / register before participating through the website <http://eprocure.gov.in/eprocure/app>. The portal enrolment is free of cost. Bidders are advised to go through instructions provided at 'Instructions for online Bid Submission'.

No manual bids will be accepted. All quotations (both Technical and Financial should be submitted in the E- procurement portal).

The Tender should be addressed to **Supercomputing Center, Indian Institute of Technology (Banaras Hindu University), Varanasi – 221005, U.P.**, and should be submitted online on or before the date and time of Bid opening date as mentioned in critical date sheet.

The Institute shall not be responsible for any delay in submitting online Bids. The Institute reserves the right to accept or reject any bid, cancel the Tender without assigning any reason thereof. No correspondence in this regard will be entertained.

**Coordinator,
Supercomputing Center,
Indian Institute of Technology (Banaras Hindu University),
Varanasi – 221005, U.P.**

**INDIAN INSTITUTE OF TECHNOLOGY
(BANARAS HINDU UNIVERSITY) VARANASI – 221005**

Supercomputing Center, IIT(BHU), Varanasi – 221005, U.P.

TENDER DOCUMENT FOR: Comprehensive AMC of Data Center Equipment (including DG Set, HVAC System, Chiller, IBMS-Access and Security controls, Server Racks and PDUs with RDHX, and other components)

CRITICAL DATA SHEET

Name of Organization	Indian Institute of Technology (Banaras Hindu University), Varanasi -221005
Tender	Open
Type/Form of Contract (Work/Supply/Auction/ Service/ Buy/ Empanelment/ Sell)	Service (AMC)
Date of Issue/Publishing Original Tender	11.05.2023 (5:00 PM)
Document Download Start Date	11.05.2023 (5:00 PM)
Document Download End Date	01.06.2023 (5:00 PM)
Pre-Bid Meeting Date **Queries, if any, to be discussed, MUST be emailed to coordinator.scc@iitbhu.ac.in	17.05.2023
Corrigendum, if any	--
Last Date and Time for Uploading of Bids	01.06.2023 (5:00 PM)
Date and Time of Opening of Technical Bids	02.06.2023 (5:00 PM)
Tender Processing Fee (including GST as applicable)	Rs. 3540/- (For Tender Processing Fee) (To be paid through RTGS/NEFT) as per following details: Name of Account - Registrar, IIT(BHU) Name of the Bank - State Bank of India Name of Branch - IT, BHU, Varanasi Account No. - 32778803937, IFSC Code - SBIN0011445 The proof of payment must be enclosed with Technical Bid.
EMD (Earnest Money Deposit)	Rs. Nil/- (For EMD submit Bid Security Declaration as Annexure-IV)
No. of Covers (1/2/3/4)	02
Bid Validity days	180 days (From the last date of opening of tender)
Contract Duration	Initially for one year (Further extendable for one or two more year on satisfactory performance subject to review and assessment at the end of every year)
Address for Communication	Coordinator, Supercomputing Center, Indian Institute of Technology (Banaras Hindu University), Varanasi – 221005, U.P.
E-mail Address	coordinator.scc@iitbhu.ac.in

**INDIAN INSTITUTE OF TECHNOLOGY (BANARAS
HINDU UNIVERSITY) VARANASI – 221005**

**Supercomputing Center, Indian Institute of Technology (Banaras Hindu University),
Varanasi – 221005, U.P.,**

TENDER DOCUMENT FOR: Comprehensive AMC of Data Center Equipment (including DG Set, HVAC System, Chiller, IBMS-Access and Security controls, Server Racks and PDUs with RDHX, and other components)

INVITATION FOR BIDS

1. Online bids are invited from eligible bidders for the following:

Sl. No.	Tender no.	Specifications & quantity of the item	Earnest Money Deposit (EMD)
1.	IIT(BHU)/2023-24/SCC/01 Dated: 11.05.2023 Last Date of Submission: 01.06.2023	Comprehensive AMC of Data Center Equipment (including DG Set, HVAC System, Chiller, IBMS-Access and Security controls, Server Racks and PDUs with RDHX, and other components)	BID SECURITY DECLARATION Annexure-IV

1. Interested eligible Bidders may obtain further information from IIT(BHU) website: www.iitbhu.ac.in/iitnotifications/purchase_enquiries/ or from Central Public Procurement Portal (CPPP) <https://eprocure.gov.in/eprocure/app>.
2. Intending bidders are advised to visit IIT(BHU)website www.iitbhu.ac.in/iitnotifications/purchase_enquiries/ and CPPP website <https://eprocure.gov.in/eprocure/app> regularly till closing date of BID submission of tender for any corrigendum / addendum/ amendment.
3. Tender Processing Fee is to be deposited electronically by RTGS/NEFT in the account of Registrar, IIT(BHU) in the Bank details mentioned above. Bidders are required to submit the scan copy of payment receipt details of Tender processing fees payment at the time of Bid Preparation.
4. This Tender Document contains the following:
 - I. Instructions for Online Bid Submission
 - II. Instruction to Bidders
 - III. General conditions of contract (GCC)
 - IV. Special Condition of Contracts(SCC)
 - V. Checklist for Bid/Tender submission
 - VI. Declaration Certificate
 - VII. Technical specifications for the complete project (Annexure-I)
 - VIII. Compliance Sheet

SECTION 1: INSTRUCTION FOR ONLINE BID SUBMISSION

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal ([URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <http://eprocure.gov.in/eprocure/app>.

1. Registration

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal ([URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)) by clicking on the link “Click here to Enroll”. Enrolment on the CPP Portal is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / eToken.

2. Searching for Tender Documents

1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

3. Preparation of Bids

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.

2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

4. Submission of Bids

1. Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder has to select the payment option as “on-line” to pay the tender processing fee as applicable and enter details of the instrument. Whenever, Tender processing fees is sought, bidders need to pay the tender processing fee on-line through RTGS.
4. A standard BoQ format has been provided with the tender document to be filled by all the bidders.
Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
5. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
6. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done.
7. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
8. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

9. Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

5. Assistance to Bidders

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

6. General Instructions to the Bidders

1. The tenders will be received online through portal <http://eprocure.gov.in/eprocure/app>. In the Technical Bids, the bidders are required to upload all the documents in **.pdf format**.
2. Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/e-token in the company's name is a prerequisite for registration and participating in the bid submission activities through <https://eprocure.gov.in/eprocure/app>. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <https://eprocure.gov.in/eprocure/app> under the link "Information about DSC".
3. Tenderer are advised to follow the instructions provided in the 'Instructions to the Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>.

SECTION 2: INSTRUCTIONS TO BIDDERS

A. Introduction

1. Scope of Work

IIT(BHU) invites online bids from the manufacturers/suppliers/service provider on behalf of The Director, IIT(BHU) for supply/service of Equipment as per the technical specifications given in Annexure-I and as per terms and conditions of this tender document. Supplier/service provider should assure complete commissioning of the system including **AMC of Data Center Equipment (including DG Set, HVAC System, Chiller, IBMS-Access and Security controls, Server Racks and PDUs with RDHX, and other components), Specifications as per Annexure-I.** The Supercomputing Center at IIT(BHU) is providing services from 1st December 2019. All the items covered in the AMC have been functioning since then. (Details mentioned in Annexure-I)

2. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid, and "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

B. The Bidding Documents

3. Tender Processing Fees

The Tender Processing fees (**Rs. 3540/-**) should be submitted ONLINE as per the details mentioned above. Further, the proof of payment must be uploaded with Technical Bid. The exemption will be applicable as per Govt. of India norms.

4. Content of Bidding Documents

4.1 The goods required, bidding procedures and contract terms are prescribed in the bidding documents. In addition to Invitation of Bids, the bidding documents include:

- 1.** Instructions for Online Bid Submission
- 2.** Instruction to Bidders (ITB);
- 3.** General Conditions of Contract (GCC);
- 4.** Special Conditions of Contract (SCC)
- 5.** Schedule of requirements;
- 6.** Tender form (technical bid).
- 7.** Tender form (financial bid)

4.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

5. Amendment of Bidding Documents

5.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.

5.2 All prospective bidders who have received the bidding documents will be notified of the amendment in writing, which will be binding on them.

5.3 In order to allow prospective bidders reasonable time within which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

C. Preparation of Bids

6. Language of Bid

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser shall be written in English language.

7. Documents Comprising the Bid

7.1 Techno commercial un-priced bid and priced Bids: The bids are to be submitted in two parts i.e.

Techno commercial un-priced bid and priced Bids.

(a) Techno commercial un-priced bid along with Bid Securing Declaration Form (EMD) as shown in invitation to bids shall be submitted through CPP Portal. If the proof of Bid Securing Declaration Form as EMD is not received along with the technical bid, such bid will not be considered. The samples (if required) of all the items shown in the schedule of requirements of each tender should also accompany the techno commercial un-priced bid in a separate sealed envelope.

(b) Priced bid.

7.2 Techno commercial un-priced bid: The Techno commercial un-priced bid prepared by the bidder shall be provided in the following Model Response format:

Model Response format

- (a) Standing of each Bidder Manufacturer/Dealer/Supplier and past experience in supply of the material (certificates to be enclosed), proof of manufacturing Unit/Dealership/Supply along with all the documents required for proving the credentials regarding the fulfillment of essential pre-bid criteria.
- (b) List of other Govt. Departments, Public Sector units and Central Autonomous Bodies for which the bidder is supplying material or having the similar type of contracts and a certificate regarding the satisfactory performance of the contract (In the Annexure-III format).
- (c) Copy of the audited balance sheet of the vendor during the financial years 2019-20, 2020-21, 2021-22 indicating the turnover in supply of the relevant materials/service.
- (d) Details of Permanent Account Number and latest income tax clearance certificate.
- (e) Details of GST No. along with a copy of certificate to be attached.
- (f) Submission of samples if required, for all items indicated in the schedule of requirements. The make of items proposed to be supplied should be indicated in the format of the schedule of requirements and submitted along with the techno commercial un-priced bid without indicating the pricing components.
- (g) Willingness to execute all orders which are placed to meet emergency requirement on priority basis. The Bidder shall note that standards for workmanship, material and equipment, and references to brand names designated by the Purchaser in the schedule of requirements are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalog numbers in his bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

7.3 Price Bid

The price bid shall comprise the techno commercial bid along with the price component indicating the Unit prices for each and every item indicated in the schedule of requirements (Annexure-I).

- (a) The prices quoted must be net per unit as shown in the Schedule and must include all charges for delivery at the designated stores i.e. F.O.R. IIT(BHU), Varanasi and should be mentioned clearly.
- (b) The rate must be stated for each item separately both in words and figures. If there is a discrepancy between the price quoted in word and figures the higher price quoted will be treated as final.
- (c) Quoted prices should be firm and inclusive of taxes/duties, freight and forwarding charges, handling charges, loading and unloading charges, and insurance charges etc. However, the prices must be reflected clearly in BoQ format by mentioning basic rate, GST, Freight charges, Any other Taxes/Duties/Levies and exemptions thereon as applicable to IITs.
- (d) The prices once accepted by the Institute shall remain valid till the successful execution of the order and till supplies is fully effected and accepted or **12 months** from the date of acceptance of tender whichever is later. The Institute shall not entertain any increase in the rates during the period. However, in the event there is a reduction or increase in Government levy/duties/taxes during the period of execution of the order, the rates shall be suitably adjusted with effect from the date notifying the said reduction or increase in the Government levy/taxes/duty, if any.

8. Bid Prices

8.1 The Bidder shall indicate on the Schedule of requirements (BoQ), the unit prices of the goods it proposes to supply under the Contract and enclose it with the priced bid.

8.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:

- (i) The prices quoted must be net per unit as shown in the schedule of requirements and must include all charges for delivery at the designated stores.
- (ii) Any Indian duties, GST and other taxes which will be payable on the goods, if this Contract is awarded;

8.3 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account.

9. Bid Currencies

Prices shall be quoted in Indian Rupees only.

10. Period of Validity of Bids

10.1 Bids shall remain valid for **180** days after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

10.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder granting the request will not be required nor permitted to modify the bid.

10.3 Bid evaluation will be based on the bid prices without taking into consideration the above modifications.

D. Submission of Bids

11. The tender has to be submitted ONLINE before the due date. The offers received after the due date and time will not be considered. **No manual bids will be considered.**

12. Deadline for Submission of Bids

12.1 Bids must be received by the Purchaser ONLINE not later than the time and date specified in the Invitation for Bids.

12.2 The Purchaser may, at his discretion, extend this deadline for submission of bids by amending the bid documents in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

13. Late/Delayed Bids

The offers received after the due date and time will not be considered.

14. Modifications and Withdrawal of Bids

14.1 The Bidder may modify or withdraw its bid after the ONLINE bid's submission, as per the provision of CPP Portal.

14.2 No bid may be modified subsequent to the deadline for submission of bids. No documents will be accepted in support of essential pre-bid criteria after the last date of submission of bids.

14.3 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the bid form.

E. Bid Opening and Evaluation of Bids

15. Opening of Techno commercial un-priced Bids

The purchaser will open all techno commercial un-priced bids in the first instance.

16. Clarification of Bids

16.1 During evaluation of the bids, the purchaser may, at its discretion, ask the Bidder for clarification of its bid. The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted.

16.2 No Bidder shall contact the purchaser on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Institute, it should be done in writing.

16.3 Any effort by a Bidder to influence the purchaser in its decisions on bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.

17. Evaluation of Techno commercial unpriced Bid

17.1 Prior to the detailed technical evaluation, the purchaser will determine the substantial responsiveness of each bid. A substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviations and meets all the essential pre-bid criteria. If any bidder does not meet the essential pre-bid criteria as laid down in the Instruction to Bidders, then his bid will be summarily rejected. No documents

will be accepted in support of essential pre-bid criteria after the last date of submission of bids.

17.2 The purchaser will reject a bid determined as not substantially responsive.

17.3 The bidders may be called for discussion and may be allowed to modify their technical bids to suit the organization's requirement. The idea is to arrive at a threshold level of acceptability above which all the bidders shall be treated on par. Those whose technical specifications do not reach the threshold level of acceptability shall be rejected as technically unsuitable. The price bids of the bidders who finally emerge as technically acceptable shall be opened, evaluated and the contract awarded to the lowest evaluated bidder.

17.4 The bidders short-listed by the purchaser based on meeting the essential pre-bid criteria and detailed evaluation regarding satisfying the technical criteria laid down in this tender document may be called for detailed discussions with a team selected for the purpose, at a specified date, time and venue, if needed.

18. Opening of Priced Bids

18.1 The Purchaser will open the Priced Bids of only those bidders who meet the essential pre-bid criteria and whose techno commercial un-priced bids have been found to be substantially responsive.

18.2 The priced Bids of the technically qualified bidders shall be opened by the tender committee.

19. Evaluation and Comparison of priced Bids

19.1 Arithmetical errors will be rectified on the following basis: If there is a discrepancy between words and figures, whichever is the higher of the two shall be taken as bid price. If the Vendor does not accept the correction of errors, its bid will be rejected

19.2 Bidders shall state their bid price for the payment schedule outlined in the Clause 14 of General Conditions of Contract. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The purchaser may consider the alternative payment schedule offered by the selected Bidder but it may not be binding on the purchaser.

19.3 The purchaser, at its option, may ask some more bidders to match the rates of the lowest bidder for creating parallel suppliers.

19.4 The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: **Indian Rupees**

19.5 The date for the exchange rate shall be: **Last day for submission of Bids.**

20. Purchasers right to accept any bid and to reject any bid or all bids

The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Purchaser's action.

21. Award Criteria

IIT(BHU) shall award the contract to the technically qualified eligible BIDDER whose bid has been determined as the lowest evaluated commercial bid.

22. Notification of Award

Prior to the expiration of the period validity, the purchaser will notify the successful Bidder in writing by letter or by fax, to be confirmed in writing by speed post or hand delivered letter, that its bid has been accepted.

23. Factors Affecting the Award of Supply

23.1 The bidder should have its own Contract support facilities. The support facilities should be fully owned and managed by the bidder.

23.2 Conformity with the Request for Bid/Tender required and conditions.

23.3 The assessment based on the response to Model Response Outline.

23.4 The assessment of the capability of the bidder to meet the terms and conditions.

23.5 The bidders must have executed similar orders, for which the bidder is quoting, as indicated in clause 1 for Govt./Semi-Govt./Autonomous Organizations.

23.6 The cost and the discount offered, if any.

24. Fall clause

24.1 The price quoted by the supplier should not be higher than the maximum retail price, if any, for the stores and the same shall not be higher than the price usually charged by the supplier for stores of the same nature, class or description to any other purchaser.

24.2 The price charged for the stores supplied under the contract by the supplier shall in no event exceed the lowest price at which the supplier sells the stores of identical description to any other person during the period till performance of all supply orders placed during the currency of the contract is completed. If at any time during the period the supplier reduces the sale price of such stores or sells such stores to any other person including his dealers at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale to the purchaser and the price payable under the contract for these items of stores supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.

24.3 If it is discovered that the supplier has contravened the above conditions, then without prejudice to any other action which might be taken against him, it shall be lawful for the purchaser to (a) revise the price at any stage so as to bring it in conformity with sub-clause(i) above, or (b) to terminate the contract and purchase the items of stores at the risk and cost of the supplier and in that event the provisions of Clause 28 of General Conditions of Contract shall, as far as possible, be applicable or recover the loss.

SECTION 3 : GENERAL CONDITION OF CONTRACTS

1. Definitions

In this Contract, the following terms shall be interpreted as indicated:

- (a) “Bid” (including the term “tender”, “offer”, “quotation” or “proposal” in certain contexts) means an offer to supply goods, services or execution of works made in accordance with the terms and conditions set out in a document inviting such offers;
- (b) “Bidder” (including the term “tenderer”, “consultant” or “service provider” in certain contexts) means any eligible person or firm or company, including a consortium (that is an association of several persons, or firms or companies), participating in a procurement process with a Procuring Entity;
- (c) “(Standard) Bid(ding) documents” (including the term “tender (enquiry) documents” or “Request for Proposal Documents” – RfP documents in certain contexts) means a document issued by the Procuring Entity, including any amendment thereto, that sets out the terms and conditions of the given procurement and includes the invitation to bid. A Standard (Model) Bidding Document is the standardized template to be used for preparing Bidding Documents after making suitable changes for specific procurement;
- (d) “Bid security” (including the term “Earnest Money Deposit” (EMD), in certain contexts) means a security from a bidder securing obligations resulting from a prospective contract award with the intention to avoid: the withdrawal or modification of an offer within the validity of the bid, after the deadline for submission of such documents; failure to sign the contract or failure to provide the required security for the performance of the contract after an offer has been accepted; or failure to comply with any other condition precedent to signing the contract specified in the solicitation documents.;
- (e) “Competent authority” means the officer(s) who finally approves the decision;
- (f) “e-Procurement” means the use of information and communication technology (specially the internet) by the Procuring Entity in conducting its procurement processes with bidders for the acquisition of goods (supplies), works and services with the aim of open, non- discriminatory and efficient procurement through transparent procedures;
- (g) “Notice inviting tenders” (including the term “Invitation to bid” or “request for proposals in certain contexts) means a document and any amendment thereto published or notified by the Procuring Entity, which informs the potential bidders that it intends to procure goods, services and/or works.;
- (h) “Procurement Contract” (including the terms “Purchase Order” or “Supply Order” or “Withdrawal Order” or “Work Order” or “Contract for other services” under certain contexts), means a formal legal agreement in writing relating to the subject matter of procurement, entered into between the Procuring Entity and the supplier, service provider or Company/Firm/Agency on mutually acceptable terms and conditions and which are in compliance with all the relevant provisions of the laws of the country;
- (i) “Service” is defined as any subject matter of procurement other than goods or works, except those incidental or consequential to the service and includes physical, maintenance, professional, intellectual, training, consultancy and advisory services or any other service classified or declared as such by a Procuring Entity but does not include appointment of an individual made under any law, rules, regulations or order issued in this behalf.
- (j) "The order" means the agreement entered into between the Purchaser and the Supplier including all the attachments and appendices and all documents incorporated as per notification of award.
- (k) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- (l) "The Goods" means all the items, which the Supplier is required to supply to the Purchaser under the Contract;
- (m) “GCC” means the General Conditions of Contract contained in this section.
- (n) “The Purchaser” means the organization purchasing the Goods i.e. IIT(BHU), VARANASI.
- (o) “The Purchaser’s country” is India.

(p) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.

(q) "Day" means calendar day.

2. Application

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. This tender is for providing AMC services for Data Centre of Supercomputing Centre IIT BHU only. The clauses related to supply of goods will be applicable only if there is any purchase of goods.

4. Standards

The Good/Services supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned Institution.

5. Use of Contract Documents and Information

5.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information except for purposes of performing the Contract.

5.3 Any document, other than the Contract itself, shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

6. Patent Rights

The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods/Services or any part thereof in India.

7. Submission of the bids.

7.1 All bids complete in all respects must be submitted online on or before the Bid Closing date and time as mentioned on Critical Data Sheet. Tenders received without Bid Securing Declaration Form as EMD shall be rejected.

7.2 Tender documents are available on IIT(BHU) website: www.iitbhu.ac.in/iitnotifications/purchase_enquiries/ or from Central Public Procurement Portal (CPPP) <https://eprocure.gov.in/eprocure/app>.

7.3 Interested bidders may submit their bid through Central Public Procurement Portal (CPPP) <https://eprocure.gov.in/eprocure/app>.

8. Inspections and Tests

8.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser.

8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data shall be furnished to the inspectors at no charge to the Purchaser.

8.3 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.

8.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.

8.5 Nothing in GCC Clause 7 shall in any way release the Supplier from any warranty or other obligations under this Contract.

9. Consequences of rejection

If in the event the stores are rejected by the purchaser at the destination and the supplier fails to make satisfactory supplies within the stipulated period of delivery, the purchaser will be at liberty to:

- (a) Allow the supplier to resubmit the stores in replacement of those rejected, within a specified time without any extra cost to the purchaser or
- (b) Reject the material, which shall be final and binding on the Service Provider.
- (c) Procure the rejected materials of comparable quality from the open market/Govt. stores and the supplier shall be liable to pay the difference in price over the RC prices or get the amount adjusted from the outstanding bills of the supplier, if any.

10. Packing

10.1 The Supplier shall provide such packing of the Goods/Services as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

10.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, in any subsequent instructions ordered by the Purchaser/Services.

11. Delivery (if any) and Documents

11.1 The Supplier shall make delivery of the Goods/Services within **30 days** from the placement of purchase order in pursuance of the notification of award. The purchase order would be placed after assessing the requirements on a quarterly basis. However, the supplier shall also arrange to execute all orders on priority basis which would be placed to meet any emergent requirements.

11.2 In case the purchaser decides to conclude parallel rate contracts, then the requirements would be split on different firms on an equitable basis as per the discretion of the purchaser.

11.3 The delivery of Stores/Services shall be affected at the premises of the Institute free of all delivery charges and within the stipulated time and as may be elucidated in the confirmed order,

accompanied by a delivery challan. No extension of time for delivery of Stores shall normally be accorded.

The supplier shall mail the following documents to the purchaser with a copy to the insurance company for the goods/Services:

1. 3 (Three) Copies of the Supplier invoice showing contract number, goods'/Services' description, quantity unit price, total amount;
2. Installation Certificate
3. Insurance Certificate if applicable;
4. Manufacturer's/Supplier's warranty certificate;
5. Inspection Certificate issued by the nominated inspection agency, if any
6. Supplier's factory inspection report; and
7. Certificate of Origin (if possible by the beneficiary);
8. The above documents should be received by the Purchaser before arrival of the Goods (except where the Goods have been delivered directly to the Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses.

Time and date of delivery – the essence of the contract: The time for and the date of delivery of the stores/Services stipulated shall be deemed to be of the essence of the contract and delivery must be completed not later than the date(s) specified.

12. Insurance

The Goods/Services supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. The insurance shall be obtained by the suppliers in an amount equal to 110% of the value of the goods from “warehouse to warehouse” (final destinations) on “all risks” basis including war risks and strikes.

13. Transportation

Where the Supplier is required under the Contract to transport the Goods/Services within India defined as Project site, transport to such place of destination in India including insurance, as shall be specified in the Contract, shall be arranged by the Supplier, and the related cost shall be included in the contract Price.

14. Warranty

14.1 The Supplier warrants that the Goods/Services supplied under this Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in India.

14.2 This warranty shall remain valid for at least **12 months** (or as specified) after the Goods/Services or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, unless specified otherwise.

14.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

14.4 Upon receipt of such notice, the Supplier shall with all reasonable speed, repair or replace the defective Goods or parts thereof, without any extra cost to the Purchaser.

14.5 If the Supplier, having been notified, fails to remedy the defect(s) within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

15. Payment

15.1 The Company/Firm/Agency will be paid as per award of contract/work order on Quarterly basis by IIT(BHU) for the services provided basis after satisfactory report of work stating that satisfactory services have been rendered during the Quarter from the concerned officer in-charge duly authorized by Coordinator, Supercomputing Center.

15.2 Post quarterly payment will be made preferably within 15 days of issuing signed job completion certification from the concerned officer in-charge duly countersigned by Coordinator, Supercomputing Center.

15.3 IIT(BHU) reserves the right to inspect all the payment related documents including statutory payments made by the Company/Firm/Agency in this regard at any point of time during the contract and the Company/Firm/Agency shall assist the authority of the Institute whenever inspection of records is done by the Institute's Authority. Any misbehavior/non-cooperation by the officials of the Company/Firm/Agency in this regard shall attract appropriate action including imposition of financial penalty by the Institute to the Company/Firm/Agency.

15.4 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered(if any) and the Services performed, and by documents, submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the contract.

16. Prices

Prices charged by the Supplier for Goods(if any) delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in his bid. The bidder must mention the applicable taxes/duty and exemptions thereon, if any, as per the Government of India norms. The Institute will provide requisite certificate, if any, required by the bidder as per the applicable Govt. of India norms.

17. Change Orders

17.1 The Purchaser may at any time, by written order(if any) given to the Supplier, make changes within the general scope of the Contract in any one or more of the following:

- (a) Drawings, designs, or specifications, where Goods/Services to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) The method of shipping or packing;
- (c) The place of delivery; and/or
- (d) The services to be provided by the Supplier.

17.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be

amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

18. Contract Amendments

Subject to GCC Clause 16, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

19. Assignment

The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

20. Subcontracts

The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in his original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

21. Delays in the Supplier's Performance

21.1 Service visit date will be recorded and ledger will be maintained by the on-site support staff.

21.2 Uptime Requirements: The bidder shall ensure the uptime requirements for various systems, equipment, components as per details given in the following Table.

Sr No	List of Utilities	Criticality	Redundancy	Uptime	Resolution (delay) time
1	HVAC and Cooling (Including PAC/PAHU, Chillers, Chiller Pumps, Primary/ secondary Pumping etc.)	High	N+1	98.50%	Not more than 8 hours for minor complaints and 48 hours for major complaints.
2	UPS	High	N+1	98.50%	Not more than 8 hours for minor complaints and 48 hours for major complaints.
3	Electrical Infrastructure	High	N+1	98.50%	Not more than 8 hours for minor complaints and 48 hours for major complaints.
4	DG Sets	High	-	98.50%	Not more than 8 hours for minor complaints and 48 hours for major complaints.
5	Fire detection and alarm systems, VESDA system, Fire suppression system,	High	-	98.50%	Not more than 8 hours for minor complaints and 48 hours for major complaints.
6	BMS and real-time measurements, CCTV system, Rodent control, Water leak detection & Access control system	Medium	-	-	Not more than 48 Hours

7	Other remaining items not included above as per Annexure-I	Medium	-	-	Not more than 48 Hours
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21.3 Delivery of the Goods(if any) and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser as per GCC clause 10.

21.4 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods(if any) and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier’s notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier’s time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

21.5 Except as provided under GCC Clause 23, a delay by the Supplier in the performance of its delivery/Services obligations shall render the Supplier liable to the imposition of penalty pursuant to GCC Clause 21, unless an extension of time is agreed upon pursuant to GCC Clause 20.2 without the application of liquidated damages.

22. Penalty

Except as provided under GCC Clause 23, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Table in GCC clause 20, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to 0.5% every 24 hours and the maximum deduction is 10% of the contract price until actual delivery or performance. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 22 and other actions as per law including debarment. Note, that the penalty shall be calculated post the downtime period as per GCC clause 20, based on the rates specified here.

23. Termination for Default

23.1 Without prejudice to the Institute’s rights and remedies to which otherwise, the Institute shall be entitled, the contract shall be terminated without notice; the performance bank guarantee shall be forfeited and encashed; the service provider shall be blacklisted

(a) If the Supplier fails to deliver any or all of the Goods/Services within the period(s) specified in the purchase order, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 20; or

(b) If the Supplier fails to perform any other obligation(s) under the Contract.

(c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

‘For the purpose of this Clause:

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

“Fraudulent practice: a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;”

23.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 22.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

24. Force Majeure

24.1 Notwithstanding the provisions of GCC Clauses 20 & 21, the Supplier shall not be liable for imposition of liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

24.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

24.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

25. Termination for Insolvency

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.

26. Termination for Convenience

26.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

26.2 The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices.

27. Resolution of Disputes

27.1 The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

27.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms as specified below. These mechanisms may include, but are not limited to, conciliation mediated by a third party, adjudication in an agreed national or international forum, and national or international arbitration.

27.3 In case of Dispute or difference arising between the Purchaser and a supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time.

28. Governing Language

The contract shall be written in English language. Subject to GCC Clause 28, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

29. Applicable Law

29.1 The contract shall be governed by the Law of Contract for the time being in force.

29.2 Irrespective of the place of delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of tender has been issued.

29.3 Jurisdiction of Courts: The courts of the place from where the acceptance of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of this contract.

29.4 One-month notice will be given by either party for termination of Contract during the tenure of Contract for breach of Clause or otherwise.

30. Taxes and Duties

Suppliers shall be entirely responsible for all taxes, duties, license fees, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser.

31. Performance Security:

Successful bidder has to furnish **10%** of the order value as a performance security in the shape of Bank Guarantee in favor of the Registrar, Indian Institute of Technology (BHU) valid for a period of 60 days beyond the end of all warranty period / obligations (i.e. **must valid for 12+2 months**). Fixed Deposit Receipt / Bank Guarantee should be issued from a scheduled bank in India.

32. Supplier Integrity

The Supplier is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state of the art methods and economic principles and exercising all means available to achieve the performance specified in the contract.

The Institute Reserves The Right To:

1. Increase or decrease the quantity of the item(s) as per government norms.
2. Reject the quotation in absence of not furnishing the documentary evidence in respect of Trade Tax Registration (G.S.T), Income Tax and Trade Tax clearance certificates together with the performance of supplies in various branches/institutions.
3. Reject the quotation in the event of non-furnishing the authentic documentary evidence in respect of Testing reports / Performance report of the concerned Govt. Organization / Institutions about the products being manufactured and marketed. The performance test of the

product can be conducted at Institute level also for which charge will have to be borne by the suppliers.

4. Reject the supplies already made, if not found up to the mark. Thorough checking may be adopted to test the correctness of the supply. In such an event further action may call to conform or discard the supply.
5. To reject any addition/alteration in respect of local dealerships intimated by the Principals after consideration of the case by the committee appointed by the Institute for the purpose.
6. Cancel this Tender at any point of time without assigning any reason thereof.
7. The Institute also reserves the right to reject the bid of any participated bidder.
8. The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:
 - (a) If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the purchase order, or within any extension thereof granted by the Purchaser.
 - (b) If the Supplier fails to perform any other obligation(s) under the Contract.
 - (c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
9. To reject any or all the offers without assigning any reasons thereof.
10. All disputes are subject to “*Varanasi Jurisdiction*” only.
11. The decisions of the Institute in all respect shall be final and binding on all.
12. The Institute reserves the right to ask the successful bidder to produce all the original documents submitted alongwith the bids for verification at any point of time. During the verification of the document, if it is found that the bidder has concealed/falsified/fabricated any information, the bid and/or purchase order will be canceled and performance security will be forfeited and action including blacklisting will be taken against the bidder as per norms of the Institute.
13. Please ensure that your offer is complete in all respect as no further clarifications shall be sought from you and reaches us within the last date mentioned above. **The Institute shall not be responsible for any delay etc.**

**Coordinator, Supercomputing Center,
Indian Institute of Technology (Banaras Hindu University),
Varanasi – 221005, U.P.**

SECTION 4 : SPECIAL CONDITIONS OF CONTRACT

(to be defined by the Purchaser as per the requirement)

1. Essential Pre Bid Criteria

Mandatory requirements from the bidders. A bid will be disqualified if any of the criteria provided in I-VIII is not fulfilled. Bidders are required to upload the supporting documents for each of the following points under cover 1.

- I. Bidders should have 3 (Three) years of experience along with project completion certificate in providing Comprehensive AMC of Data Center Equipments of SuperComputing Facility in IITs/IISc/IIM/NITIE/IISER/NIT/IIIT/Central University/ Government Research Organizations/Government Offices/PSUs.
- II. Bidders should have at least 2 (two) ongoing similar contract in IITs/IISc/IIM/ NITIE/IISER/NIT/IIIT/Central University/ Government Research Organizations/Government Offices/PSUs with minimum 7 racks, where each rack capacity must not less than 42U WXD(800X1200). Satisfactory Certificate of the above contracts need to be submitted.
- III. Copies of Contract/Purchase Order (PO)/Work Order (WO) with Price and Satisfactory Job Completion Certificate from client organization(s) clearly mentioning Data Centre in ongoing similar contract in IITs/IISc/IIM/NITIE/IISER/NIT/IIIT/Central University/ Govt. Research Organizations/Government Offices/PSUs.
- IV. Purchase/Work order issued from any IITs/IISc/IIM/NITIE /IISER/NIT/IIIT/Central University/ Govt. Research Organizations/Government Offices/PSUs directly in favor of the bidding company shall only be considered.
- V. The certificate for Satisfactory Order completion/satisfactory services in ongoing project issued from client organization directly in favor of the bidding company shall only be considered.
- VI. A copy of CA Certified Average annual turnover of Rs. 3 crore or more (preferably handling Building Management System(BMS) of data center of SuperComputing facility) during the financial years 2019-20, 2020-21, 2021-22.
- VII. A copy of CA Certified Profit & Loss Account/ Income and Expenditure Account along with Balance Sheet and Independent Audit report during the financial years 2019-20, 2020-21, 2021-22.
- VIII. A copy of Income tax clearance certificate, proof of manufacturing unit/ dealership letter/ general order suppliers, PAN card, and copy of GST registration certificate
- IX. ESI and EPF Registration Number on or before the financial year 2019-20
- X. Agency must have documentary evidence (Copy of Rent Agreement / Ownership deed or any other valid legal document) of having a support/technical service office/infrastructure in Uttar Pradesh
- XI. A notarized affidavit on a Non-Judicial stamp of Rs 100 by the bidder that it has never been black-listed by any IITs/IISc/IIM/NITIE/IISER/NIT/IIIT/Central University/ Govt. Research Organizations/Government Offices/PSUs
- XII. Declaration about fraud and corrupt practices (Duly signed and attested)
- XIII. Adherence to all specifications is compulsory.

NOTE: THE BID OF THOSE BIDDERS WHO FAILS TO COMPLY THE ABOVE ESSENTIAL CRITERIA WILL NOT BE CONSIDERED FOR TECHNICAL EVALUATION.

2. Documents Comprising the Bid

The tender/Bid shall be submitted online in two part, viz., Technical Bid and Commercial Bid.

I. Technical Bid

The following documents are to be scanned and uploaded as part of the Technical Bid as per the tender document:

- (a) Scanned copy of Tender Forms (Techno Commercial Un-Priced Bid), Declaration, and Tender Acceptance Letter;
- (b) Scanned copy of proof for submission of Tender Document Fee/ Earnest Money Deposit/ Declaration Form as per as per Annexure-VIII/Exemption Certificate, if any etc.;
- (c) Scanned copy of written confirmation authorizing the signatory of the Bid to commit the Bidder;
- (d) Scanned copy of quoted product/services brochure
- (e) Scanned copy of completely filled Annexure-III with supporting documents
- (f) Scanned copy of Technical Bid and essential Pre-bid Details, if any.
 - i. Scanned copy of documentary evidence establishing the Bidder's qualifications to perform the contract if its bid is accepted and the Bidder's eligibility to bid;
 - ii. Scanned copy of documentary evidence, that the Goods/Services to be supplied by the Bidder are of eligible origin and conform to the Bidding Documents, and
- (g) Scanned copy of Checklist, compliance of Essential pre-bid criteria and Technical Compliance Sheet (Annexure-II) and any other document required as per the tender;

II. Commercial Bid

The commercial bid comprises of :

- (i) Scanned copy of Tender Form (Price Bid)
- (ii) Price bid in the form of **.xls format** and to be uploaded in **.xls & signed copy** to be uploaded in **.pdf format**.

The Price bid format is provided as .xls format along with this Tender Document at <http://eprocure.gov.in/eprocure/app>. Bidders are advised to download this .xls format and quote their offer/rates in the prescribed column.

The Bidder shall furnish in the Tender Forms information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.

3. Installation & Demonstration

The supplier is required to complete the installation/services and demonstration of the equipment within one week of the arrival of materials/Award of Contract at the IIT (BHU) site of installation/servicing , otherwise the penalty clause will be the same as per the supply of materials.

In case of any mishappening/damage to equipment and supplies during the carriage of supplies from the origin of equipment to the installation site, the supplier has to replace it with new equipment/supplies immediately at his own risk. Supplier will settle his claim with the insurance company as per his convenience. IIT (BHU) will not be liable to any type of losses in any form.

4. Application Specialist

The Tenderer should mention in the Techno-Commercial bid the availability and names of Application Specialist and Service Engineers in the nearest regional office.

5. Spares

The Manufacturer/Supplier is required to provide state availability of spares for ten years, if required. An undertaking in this regard needs to be uploaded.

6. Training of Personnel

The supplier shall be required to undertake to provide the technical training to the personnel involved in the use of the equipment at the Institute premises, immediately after completing the installation of the equipment for a minimum period of one week at the supplier's cost.

7. User List

The bidder must provide the list of users where they have deployed similar nature of equipments in last 3 years in prescribed format of Annexure-III.

8. Manuals/Documents

1 set of hard copy and 1 set of soft copy in English (preferred as following).

- i. Operating manual
- ii. Servicing & Maintenance manual
- iii. Spare parts list with source of supply and prices
- iv. Pre-installation requirements.

9. Services

Bidders must submit Factory Acceptance Test procedures supported with relevant printed literature and certificates.

10. The bidder is required to provide skilled operators support for the equipment for 3 Years and submit the quote for the same in INR however, the Institute may or may not procure these items. Bidders shall not have any right in this regard and the rate quoted shall not be considered for determining L1.
11. The Tender document should also indicate what kind of service/maintenance is required for the system. Whether this service has to be carried out by a company engineer or it can be carried by trained service personnel within India. The frequency of visit and the charges should be mentioned.
12. The Tender should be enclosed with proper certifications like Authorization Certificate and Proprietary Certificate (in case of Proprietary items).
13. Pre-installation site preparation/inspection requirements to be indicated and specified along with the bid.
14. Bid should include FOR IIT(BHU), Varanasi prices. The Institute will provide requisite certificate, if any, required by the bidder as per the applicable Govt. of India norms.
15. The Bidder to provide compliance statements with respect to each technical specification in the tender document duly supported by the manufacturer's literature. Any other claim will not be accepted and may lead to rejection of the bid.
16. Printed literature in support of compliance to the prescribed specifications is to be submitted.
17. Compliance report needs to be submitted as a part of the technical bid.
18. Exemption is allowed from payment of Tender fees and EMD as per Government of India norms against submission of currently valid certificate specifically for the item(s) proposed to be procured through this Tender.
19. Bidder should confirm their acceptance that they comply with the provisions with report to "Guidelines for eligibility of a bidder from a country which shares a land border with India as detailed at Annexure-VI. The bidder should submit Certificate for "Bidder from/ Not from Country sharing Land border with India & Registration of Bidder with Competent Authority" as per Order of DoE F.No.6/18/2019-PPD dated 23.07.2020 as mentioned. A certificate shall be submitted by bidders in the tender documents regarding

their compliance with the said order. If the certificate submitted by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law. Annexure VI.

- 20. Defective Equipment:** If any of the equipment supplied by the Tenderer is found to be substandard, refurbished, un-merchantable or not in accordance with the description/specification or otherwise faulty, the committee will have the right to reject the equipment or its part. The prices of such equipment shall be refunded by the Tenderer with 18% interest if such payments for such equipment have already been made. All damaged or unapproved goods shall be returned at suppliers cost and risk and the incidental expenses incurred thereon shall be recovered from the supplier. Defective part in equipment, if found before installation and/or during warranty period, shall be replaced within 30 days on receipt of the intimation from this office at the cost and risk of supplier including all other charges. In case supplier fails to replace above item as per above terms & conditions, IIT (BHU) may consider "Banning" the supplier.

IMPORTANT NOTE:

1. Non-compliance of tender terms, non-uploading of required documents, lack of clarity of the specifications, contradiction between bidder specifications and supporting literature etc. may lead to rejection of the bid.
2. In the tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product/service in the same tender.
3. If an agent submits a bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product/services.

SECTION 5 : CHECKLIST FOR BID/TENDER SUBMISSION

(The following check-list must be filled in and submitted with the bid documents)

Sr. No.	Particulars	Yes/No
1	3 (Three) years of experience along with project completion certificate in providing Comprehensive AMC of Data Center Equipments of SuperComputing Facility in IITs/IISc/IIM/NITIE /IISER/NIT/IIIT/Central University/ Government Research Organizations /Government Offices/PSUs.	
2	2 (two) ongoing similar contract in IITs/IISc/IIM/ NITIE/IISER/NIT/IIIT/Central University/ Government Research Organizations/Government Offices/PSUs with minimum 7 racks, where each rack capacity must not less than 42U WXD(800X1200). Satisfactory Certificate of the above contracts need to be submitted.	
3	Have you attached copies of Contract/Purchase Order (PO)/Work Order (WO) with Price and Satisfactory Job Completion Certificate from client organization(s) directly in favor of the bidding company and clearly mention the Data Centre in ongoing similar contract in IITs/IISc/IIM/NITIE/IISER /NIT/IIIT/Central University/ Govt. Research Organizations/Government Offices/PSUs.	
4	CA Certified Average annual turnover of Rs.3 crore or more (preferably handling BMS of data center of SuperComputing facility) during the financial years 2019-20, 2020-21, 2021-22.	
5	CA Certified Profit & Loss Account/ Income and Expenditure Account along with Balance Sheet and Independent Audit report during the financial years 2019-20, 2020-21, 2021-22	
6	Have you attached the details of the income tax clearance certificate, proof of manufacturing unit/ dealership letter/ general order suppliers, PAN card, and copy of GST registration certificate?	
7	ESI and EPF Registration Number on or before the financial year 2019-20	
8	Have you enclosed the schedule of requirement indicating the make offered without indicating the pricing components along with the techno commercial unpriced bid?	
9	A documentary evidence (Copy of Rent Agreement / Ownership deed or any other valid legal document) of having a support/technical service office/infrastructure in Uttar Pradesh	
10	Have you submitted the bids for both techno commercial unpriced and priced bid separately for each tender?	
11	Have you submitted the Technical Compliance Sheet?	
12	Have you enclosed the statement of deviations from financial terms and conditions, if any?	

13	Have you attached the Declaration on the letterhead of Bidder?	
14	Have you attached the signed Tender acceptance letter?	
15	Have you submitted a Bid Security Declaration asked for in lieu of EMD?	
16	Have you attached the compliance of Pre-qualification criteria?	
17	Declaration about fraud and corrupt practices (Duly signed and attested)	

Price Bid

Sr. No.	Particulars	Yes/No
1	Have you signed and attached the priced bid form?	
2	Have you attached the schedule of requirements duly priced i.e. BoQ?	

NOTE: 1- *While arranging the Tender Documents, check list should be placed on TOP.*

Compliance Sheet of Essential Pre Bid Criteria

Sr. No.	Particulars
1	3 (Three) years of experience along with project completion certificate in providing Comprehensive AMC of Data Center Equipments of SuperComputing Facility in IITs/IISc/IIM/NITIE/IISER/NIT/IIIT/Central University/ Government Research Organizations/Government Offices/PSUs
2	At least 2 (two) ongoing similar contract in IITs/IISc/IIM/ NITIE/IISER/NIT/IIIT/Central University/ Government Research Organizations/Government Offices/PSUs with minimum 7 racks, where each rack capacity must not less than 42U WXD(800X1200). Satisfactory Certificate of the above contracts need to be submitted.
3	Copies of Contract/Purchase Order (PO)/Work Order (WO) with Price and Satisfactory Job Completion Certificate from client organization(s) directly in favor of the bidding company and clearly mentioning Data Centre in ongoing similar contract in IITs/IISc/IIM/NITIE/IISER/NIT/IIIT/Central University/ Govt. Research Organizations/ Government Offices/PSUs
4	CA Certified Average annual turnover of Rs.3 crore or more (preferably handling BMS of data center of SuperComputing facility) during financial years 2019-20, 2020-21, 2021-22.
5	CA Certified Profit & Loss Account/ Income and Expenditure Account along with Balance Sheet and Independent Audit report during the financial years 2019-20, 2020-21, 2021-22.
6	Income tax clearance certificate, proof of manufacturing unit/ dealership letter/ general order suppliers, PAN card, and copy of GST registration certificate?
7	ESI and EPF Registration Number on or before the financial year 2019-20
8	Agency must have documentary evidence (Copy of Rent Agreement / Ownership deed or any other valid legal document) of having a support/technical service office/infrastructure in Uttar Pradesh
9	A notarized affidavit on a Non Judicial stamp of Rs 100 by the bidder that it has never been black-listed by any IITs/IISc/IIM/NITIE/IISER/NIT/IIIT/Central University/ Govt. Research Organizations/Government Offices/PSUs
10	Declaration about fraud and corrupt practices (Duly signed and attested)
11	Adherence to all specifications is compulsory

All documents in support of above essential pre-bid criteria shall be scanned and uploaded under cover1

Signature of the Authorized Person

Date: -----

Full Name -----

Place: -----

Company Address with Seal

SECTION 6

DECLARATION

(On the letter head of the firm submitting the bid)

1. I, _____ Son /Daughter of Shri _____ Proprietor/ Partner/ CEO /MD/ Director/ Authorized Signatory of M/s. _____ am competent to sign this declaration and execute this tender document.
2. I have carefully read and understood all the terms and conditions of the tender and hereby convey my acceptance of the same.
3. The information/ documents furnished along with the above application are true and authentic to the best of my knowledge and belief.
4. I/ we/ am are well aware of the fact that furnishing of any false information/ fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.
5. Each page of the tender document and papers submitted by my Company is authenticated, sealed and signed, and I take full responsibility for the entire documents submitted.
6. This is certified that our organization has been authorized (Copy attached) by the OEM to participate in Tender. We further certified that our organization meets all the conditions of eligibility criteria laid down in this tender document. Moreover, OEM has agreed to support on regular basis with technology / product updates and extend support for the warranty.
7. The prices quoted in the price bids are subsidized due to academic discount given to IIT(BHU), Varanasi.
8. We, further confirm that we have attached notarized affidavit on a Non Judicial stamp of Rs 100 by the bidder that it has never been black-listed by any IITs/IISc/IIM/NITIE/IISER/NIT/IIIT/Central University/ Govt. Research Organizations/Government Offices/PSUs

Signature of the Authorized Person

Date: -----

Full Name -----

Place: -----

Company Address with Seal

SECTION 7

TENDER FORM

(Techno commercial unpriced Bid)

(On the letter head of the firm submitting the bid)

Tender No.

To

**The Coordinator, Supercomputing Center,
Indian Institute of Technology
(Banaras Hindu University),
Varanasi – 221005**

Dear Sir,

1. I/We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders;
2. I/We meet the eligibility requirements and have no conflict of interest ;
3. I/We have not been suspended nor declared ineligible in India;
4. I/We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: *[insert a brief description of the Goods and Related Services]*;
5. I/We offer to supply the items as listed in the schedule to this tender hereto/portion thereof as you may specify in the acceptance of Tender at the price given in the said Schedule and agree to hold this offer open for a period of days from the date of opening of the tender.
6. I/we shall be bound by a communication of acceptance issued by you.
7. I/We have understood the Instruction to bidders and Conditions of Contract in the form as enclosed with the invitation to the tender and have thoroughly examined the specifications quoted in the Schedule hereto and am/are fully aware of the nature of the goods required and my/our offer is to supply the goods strictly in accordance with the specifications and requirements.
8. A proof of payment of Rs.....(Rupees.....only) as Tender Processing Fee in the aforementioned account of Registrar, IIT(BHU).
9. The following have been added to form part of this tender.
 - (a) Schedule of requirements, quoting the make only duly signed and stamped. (without indicating price)
 - (b) Income Tax clearance certificate.
 - (c) Copy of last audited balance sheet.
 - (d) Copy of Valid GST registration certificate.
 - (e) Copy of similar relevant major purchase orders and Satisfactory Job Completion Certificate executed during the during the financial years 2019-20, 2020-21, 2021-22 in IITs/IISc/IIM/NITIE/IISER/NIT/IIIT/Central University/ Government Research Organizations/Government Offices/PSUs.
 - (f) Proof of manufacturing Unit, dealership certificate/general order suppliers.
 - (g) Statement of deviations from financial terms & conditions, if any.
 - (h) Any other enclosure. (Please give details)

10. We undertake to execute all orders which have been placed to meet emergent requirements on priority basis.
11. Certified that the bidder is:
 - (a) A sole proprietorship firm and the person signing the bid document is the sole proprietor/constituted attorney of the sole proprietor,
 - Or**
 - (b) A partnership firm, and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney.
 - Or**
 - (c) A company and the person signing the document is the constituted attorney.

(NOTE: Delete whatever is not applicable. All corrections/deletions should invariable be duly attested by the person authorized to sign the bid document).

12. We do hereby undertake that, until a formal notification of award, this bid, together with your written acceptance thereof shall constitute a binding contract between us.
13. If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
14. We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process, other than alternative bids submitted;
15. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption

Name of the Bidder*

Name of the person duly authorized to sign the Bid on behalf of the Bidder**

Title of the person signing the Bid

Signature of the person named above

Date signed day of

** Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

Yours faithfully,

(Signature of bidder)

Dated this day of _____

Address:

Telephone No. : _____

FAX _____

E-mail _____

Company seal

TENDER FORM

(Priced Bid)

(On the letter head of the firm submitting the bid document)

To,
**The Coordinator,
Supercomputing Center,
Indian Institute of Technology
(Banaras Hindu University),
Varanasi – 221005**

Ref: Tender No.....Dated:

Sir,

Having examined the bidding documents and having submitted the techno commercial unpriced bid for the same, we, the undersigned, hereby submit the priced bid for supply of goods and services as per the schedule of requirements and in conformity with the said bidding documents.

1. We hereby offer to supply the Goods/Services at the prices and rates mentioned in the enclosed schedule of requirement.
2. We do hereby undertake that, in the event of acceptance of our bid, the supply of Goods/Services shall be made as stipulated in the schedule of requirement and that we shall perform all the incidental services.
3. The prices quoted are inclusive of all charges net FOR IIT(BHU) Varanasi and should be mentioned clearly. We enclose herewith the complete Financial Bid as required by you. This includes:
 - a. Price Schedule (Bill of Quantity-BOQ).
 - b. Statement of deviations from financial terms and conditions.
4. We agree to abide by our offer for a period of 180 days from the date fixed for opening of the bid documents and that we shall remain bound by a communication of acceptance within that time.
5. We have carefully read and understood the terms and conditions of the bid document and we do hereby undertake to supply as per these terms and conditions. The Financial Deviations are only those mentioned in the statement of deviations from financial terms and conditions.
6. We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: **[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]**

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate “none.”)

7. We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
8. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Certified that the bidder is:

A sole proprietorship firm and the person signing the bid document is the sole proprietor/ constituted attorney of sole proprietor,

Or

A partnership firm, and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney,

Or

A company and the person signing the bid document is the constituted attorney.

(NOTE: Delete whatever is not applicable. All corrections/deletions should invariably be duly attested by the person authorized to sign the bid document.)

We do hereby undertake that, until a formal notification of award, this bid, together with your written acceptance thereof, shall constitute a binding contract between us.

Dated this day of _____

Signature of Bidder _____

Details of enclosures _____

Full Address: _____

Telephone No. _____

Mobile No. : _____

Fax No. : _____

E-mail: _____

Company Seal

BIDDER INFORMATION FORM

Date:

ADVT. No.:

Sr. No.	Particulars
1.	Bidder's Name:
3.	Bidder's actual or intended country of registration:
4.	Bidder's year of registration:
5.	Bidder's Address in country of registration:
6.	Bidder's Authorized Representative Information: Name: Address: Telephone/Fax numbers: Email Address:
7.	Attached are copies of original documents of [check the box(es) of the attached original documents]: <ul style="list-style-type: none">● Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above. In case of Government-owned enterprise or institution, documents establishing: <ul style="list-style-type: none">● Legal and financial autonomy● Operation under commercial law● Establishing that the Bidder is not dependent agency of the Purchaser
8.	Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

**The Coordinator,
Supercomputing Center,
Indian Institute of Technology
(Banaras Hindu University),
Varanasi – 221005**

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No. _____

Name of Tender/ Work:

Comprehensive AMC of Data Center Equipment (including DG Set, HVAC System, Chiller, IBMS-Access and Security controls, Server Racks and PDUs with RDHX, and other components) of Supercomputing Center, IIT(BHU) Varanasi

Dear Sir,

1. I/We have downloaded/ obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

as per your advertisement, given in the above mentioned website(s).

2. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like section(s), schedules(s) etc.), which form part of the contract agreement and I/we shall abide hereby by the terms/conditions/ clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/ corrigendum(s) in its totality/entirety.
5. In case any provisions of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid.

Yours faithfully,

(Signature of the Bidder, with Official Seal)

FORMAT OF BANK GUARANTEE FORM

1. This guarantee should be furnished by a Nationalized Bank / scheduled Bank, authorized by RBI to issue a Bank Guarantee.
2. To be typed on a non-judicial stamp paper of Rs. 100 or such higher value as per stamp act.
3. The stamp paper should have been purchased in the Name of the Bank executing the Guarantee.

DATE:

BANK GUARANTEE NO:

Ref.: _____

**To,
The Registrar,
Indian Institute of Technology (BHU),
Varanasi-221005**

Dear Sirs,

In accordance with your "Invitation to Bid" under your Tender No: _____

M/s: _____ hereinafter called the Contractor/Service Provider, with the following Directors on their Board of Directors / partners of the firm.

1. _____	2. _____	
3. _____	4. _____	

Agrees for the contract/supplies:

As an irrevocable Bank Guarantee for an amount of Rs. _____ (in words and figures) valid for _____ days from _____ is required to be submitted by the Contractor/Service Provider which amount is liable to be forfeited by the purchaser in the event of

- (1) the withdrawal or revision of the offer by the Bidder as a condition within the validity period.
- (2) non-acceptance of the Letter of Intent / purchase order by the bidder when issued within the validity period.
- (3) failure to furnish the valid contract performance guarantee by the bidder within one month from the receipt of the purchase order and
- (4) on the happening of any contingencies mentioned in the bid documents such as _____.

We, the _____ Bank at _____
having our Head office at _____ (Local address)
Guarantee and undertake to pay immediately on first demand by IIT (BHU) the amount of _____ (in figure and words) without any reservation., protest, demur and recourse. Any such demand made by the Purchaser shall be conclusive and binding on the Bank irrespective of any dispute or difference raised by the purchaser.

The guarantee shall be irrevocable and shall remain valid up to _____ (This date should be 6 months after execution of the order). If any further extension of this guarantee is required the same shall be extended to such required period (not exceeding one year) on receiving instruction from M/s. _____ on whose behalf this guarantee is issued.

In witness whereof the Bank, through its authorized officer has set its hand and stamp on this _____ day of _____ at _____ witness _____.

WITNESS

(Signature).....

Name in (Block letters)

Designation

(Staff Code No.)

(Bank's common Seal)

Official address:

Attorney as per power of Attorney No.

Date:

FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)/ PERFORMANCE SECURITY

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of One Hundred or such higher value as per stamp act)

(TO BE ESTABLISHED THROUGH ANY OF THE NATIONALIZED COMMERCIAL BANKS (WHETHER SITUATED AT VARANASI OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT VARANASI)

To,
The Registrar,
Indian Institute of Technology (BHU),
Varanasi-221005

LETTER OF GUARANTEE

WHEREAS Indian Institute of Technology (BHU), Varanasi (Buyer) has invited tender vide Tender No..... dated..... for purchase of AND WHEREAS the said tender document requires that eligible successful bidder (seller)..... wishing to supply the equipment / machinery, etc. in response thereto shall establish an irrevocable Performance Bank Guarantee in favour of “ The Registrar, Indian Institute of Technology (BHU), Varanasi” in the form of Bank Guarantee for Rs (**10% of the contract value**) and the Performance Bank Guarantee shall remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the seller, including warranty obligations from the date of issue of Performance Bank Guarantee and the eligible successful bidder (the seller) shall submit the same within 14 (Fourteen) days from the date of Award of Contract.

NOW THIS BANK HEREBY GUARANTEES that in the event of the said bidder (seller) fails to abide by any of the conditions referred to in tender document / Award of Contract / performance of the equipment / machinery, etc. this Bank shall pay to Indian Institute of Technology (BHU), Varanasi on demand and without protest or demur Rs (Rupees.....).

This Bank further agrees that the decision of Indian Institute of Technology (BHU), Varanasi (Buyer) as to whether the said bidder (Seller) has committed a breach of any of the conditions referred in tender document / Award of Contract shall be final and binding.

We, (name of the Bank & branch) hereby further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the bidder (Seller) and/ or Indian Institute of Technology (BHU), Varanasi (Buyer). **Notwithstanding anything contained herein:**

1. Our liability under this Bank Guarantee shall not exceed Rs. (Indian Rupees only).
2. This Bank Guarantee shall be valid up to(date) and
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if IIT(BHU), Varanasi serve upon us a written claim or demand on or before(date). This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office at situated at (Address of local branch).

Yours truly,

Signature and seal of the guarantor:

Name of Bank:

Address:

Date:

SECTION 8

ANNEXURE-I

Technical specifications for the complete project

SCHEDULE OF REQUIREMENT

(Scope of Work and Technical Specification attached)

Sr. No	Name	Capacity	Model	Back to Back OEM Support	Quantity	
Comprehensive AMC of DG Set						
1	500 KVA DG	500 KVA	JAKSON, JSP-500 K	Yes	1 Set	
UPS						
2	UPS 120 KVA	120KVA	Socomec, U4GP123M00-0-01	Yes	3	
3	UPS 30KVA	30KVA	Socomec, MGP4GP330S-00		2	
Comprehensive AMC of Electrical System						
4	Main LT panel	800A	ADVANCE	No*	2	
5	UPS 30KVA MECH PANEL	415V, 100A	ADVANCE		1	
6	Incomer breaker ACB	800A	OMEGA		2	
7	Tie feeder breaker ACB	800A	OMEGA		2	
8	RDHX DB	8way 3p/40A	Legrand		2	
9	UPS DB	15way 4p/32A	Legrand		1	
10	BMS DDC PANEL		Siemens, PXC22.1		2	
11	MCOS	32A	ADVANCE		6	
12	MCOS	100A	ADVANCE		1	
13	MCOS	250A	ADVANCE		1	
14	Power Cale, Point Wiring, and cable trays, GI pipe insulation cover, Plumbing work				Set	
15	Earthing- Earth Pit				12	
16	Isolator Chiller	100A	ADVANCE		3	
17	Isolator DG	800A	ADVANCE		1	
18	Isolator Pump	32A	ADVANCE		2	
19	Exhaust Fan	50W	--		1	
Comprehensive AMC of Lightning System						
20	lighting DB	23way 3p/32A	Legrand		No*	
21	LEDs	25W	Philips			20
22	LED Driver	46W	Philips	20		
Comprehensive AMC of HVAC System						
23	Chiller	40TR	Swegon, CHIILER TETRIS 2A	Yes	3	
24	PAHU 15TR	15TR	Swegon, DATATECH PFW 90		2	
25	PAHU 4TR	4TR	Swegon, DATATECH OCW 35		2	
26	Expansion tank	3000LTR	KELVIN	No*	2	
27	Pressurization tank	100litres	CIMM, AFE CE Litres100		2	
28	Makeup tank	1000ltr			1	
29	Pressurization Pump	550W	CNP, CHLFT2-40		2	
30	Pump	7.2HP	Grundfos,		2	

			MG132SB2-18FF265		
31	Split AC	2 TR	Bluestar		3
Comprehensive AMC of IBMS-Access and Security Controls					
32	BMS Software		Siemens, Desigo CC	Yes	1
33	NVR(NETWORK VIDEO RECORDER)	8 PORT,6TB	Honeywell, HEN16103L	No*	1
34	16 PORT NETWORK SWITCH	16 PORT	NETGEAR, GS116LP		1
35	CCTV MONITOR		LG, 32MN49H		1
36	BIOMETRIC READER		Honeywell, HONFIN4000 10K		1
37	ACCESS PANEL		Honeywell, IP-AK2		3
38	Smoke Detector		Siemens, OP921		24
39	FIRE ALARM PANEL		Siemens, Cerberus Pro		1
40	Novec 1230 Gas Cylinder 100 ltr	100 ltr	Siemens, SINORIX		3
41	Novec 1230 Gas Cylinder 120 ltr	120 ltr	Siemens, SINORIX		1
42	Rodent Panel		C SYSTEM, URRS-24T		2
43	Rodent Repellent		C SYSTEM, URRS-24T		26
44	FIRE DOOR	2hrs Fire rated	SAKTI MATE		2
45	BMS PC	1 TB	DELL, D13S		1
46	MONITOR	32 INCH	DELL, FGHHGS2		1
32	Camera		Honeywell, HED2PER3		8
48	VESD SYSTEM		Xtralis, VLF-250-02		1
49	Water Leak Detection System		Sontey, 2 MODULE	1	
50	Bus Bar Chamber	3/6 Cable 800/5A CT			2 set
Comprehensive AMC of Server Racks and PDUs					
51	RACK 800mm x 1200mm with PDU	42U, 63A PDU	VALRACK,42U	No*	9racks, 27 PDUs
52	PDU high capacity	125KVA	Datsons		3
Comprehensive AMC of RDHX					
53	RDHX – Rack	30KW	U-SYSTEM, DR4-5000-AB	No*	9
Manpower Support(Optional)					
54	Manpower-Skilled operator support to cater to 24X7X365 service**	NA	NA	No*	4
*The replacement of these items must be done with same brand; no other make or models will be accepted					
**The Institute may or may not procure these items. Bidders shall not have any right in this regard and the rate quoted shall not be considered for determining L1.					

Scope Of Work

1. Comprehensive Maintenance of parts and supplies falling into the following categories but not limited to for Building management system of Supercomputing Center:
 1. DG set
 2. Electrical System and cabling
 3. Lighting
 4. HVAC System
 5. IBMS-Access and Security Controls
 6. Server Racks and PDUs
 7. RDHX
 8. Manpower(Optional)
2. The maintenance Contract shall be comprehensive in nature and Service Provider is required to keep all the components of BMS in perfect working condition throughout the period of contract.
3. This tender is for providing AMC services for Data Centre of Supercomputing Centre IIT BHU only. The clauses related to supply of goods will be applicable only if there is any purchase of goods.
4. First servicing will be done for all the equipment within the 1st month from award of contract and thereafter every 3 months. Besides, servicing will be done by the Service Provider as and when required and reported by the support team.
5. Original/Genuine parts related to equipment are to be replaced, wherever required, with the Original/Genuine ones only after the consent/approval of the concerned officer in-charge.
6. Comprehensive AMC will be performed on demand as well as at a periodical interval of 3 months termed as Periodic Maintenance (PM) from the date of AMC renewal.
7. Service engineer has to visit the site for inspection within 2 working days of filing of complaint and resolve the issue as per the timeline given in item no 3. uptime requirement of SLA, GCC clause 20.
8. It shall also be the responsibility of the approved Service Provider to perform Quarterly inspection and servicing of the items listed in BOQ, so as to ensure their smooth and satisfactory functioning. For this the vendor has to prepare a detailed checklist of all the periodic activities to be carried out under each of the item categories in BOQ, and submit signed reports to the concerned officer in-charge.
9. All Planned activities listed in technical specifications (Comprehensive AMC for LT Electrical System), should get executed on every periodic maintenance (PM) and the vendor should get signed job completion certification from the concerned officer in-charge duly countersigned by Coordinator, Supercomputing Center.
10. The Service Provider shall also obtain a certificate every quarter from the concerned officer in-charge duly countersigned by the Coordinator, Supercomputing Center, to the effect that the said equipment are working satisfactorily during the quarter in question. If any of the equipment covered under this “Maintenance contract” remain out of order for want of repairs etc. for more than four days in a row or if the Institute has sufficient reasons to infer/conclude that the equipment concerned have not been properly maintained and serviced by the Service Provider, a deduction as per the Penalty described in GCC clause 21 will be made from the charges due to the Service Provider firm. The decision of the institute as regards the “reasonable of deduction” shall be final and binding of the Service Provider. No further communication in this regard shall be entertained. In all these matters the institute reserves all rights.
11. The work will have to be carried out in the premises of the Supercomputing Center located in Ground Floor, NCC Building, IIT(BHU). Only such work which is not possible for execution in the premises of the Institute shall be allowed to be carried out in the workshop of the firm. In any case no component or any other item/part thereof shall be allowed to be taken out of the premises of the Institute without formal permission of the Institute, also a standby part has to be fixed before moving the damaged part for repair.
12. New parts or components have to be brought and replaced before moving the older one out of the premises. The charges for transporting the parts/components shall have to be borne by the successful bidder himself.
13. The rates to be approved on the basis of quotations shall be valid for the whole period of the

contract and no upward revision will be allowed during the period of contract under any circumstances. No extra payment, whatsoever on account of mishandling by the Service Provider of the equipment or damage by the Service Provider or otherwise will be made to the Service Provider except the all inclusive rates and the rates permitted under this contract.

14. Institute reserves the right to allot activities beyond the SoW as and when necessities arise.
15. The bidder, if approved for optional item manpower management, will station skilled operators to work on rotation basis to cater to 24X7X365 service as per government norms. More details available in technical specification.
16. Bidders are requested to read and understand the terms and conditions of the contract as detailed out in the foregoing paragraphs before sending in their quotation, as no changes or violation of the aforesaid terms and condition are permissible once the quotation is accepted by this institute

C. Technical Specifications

Detailed Technical scope for utilities and equipment installed at IIT(BHU) for subject AMC is given as under. The activities are not exhaustive and not limited to the ones listed here:-

1. Low Tension Electrical System

Party should carry out comprehensive AMC & preventive maintenance of following systems on a quarterly basis. The party should Include AMC for 100% parts coverage. Unlimited Breakdown calls include 100% labor and travel coverage. AMC also Includes Four Pre-Scheduled Quarterly Preventive Maintenance Service per year.

Switchgear

- ✓ Ensure that all enclosure panels, doors, and structures are well maintained in accordance with the manufacturer's specifications.
- ✓ During de-energized maintenance, enclosures are to be vacuum cleaned of all loose dirt and debris—the use of compressed air is not recommended since this may cause foreign particles to become embedded in the insulation or damaged insulators.
- ✓ Any buildup of dirt or other contaminants that will not come off with vacuuming should be cleaned with lint-free rags using cleaning solvents recommended by the manufacturer.
- ✓ All vents and fan grills are to be cleaned of all dust and/or dirt accumulations. Ensure that ventilation openings are not obstructed.
- ✓ Where seals and/or gaskets are installed, these should be examined and repaired or replaced as necessary.
- ✓ Inspect insulators and conductor supports for signs of cracking, broken pieces, and other physical damage or deterioration. Clean all loose dirt with lint-free rags
- ✓ Examine all bolts and connecting devices for signs of deterioration, corrosion, or overheating. Ensure that bolts and connecting devices are tight, according to the manufacturer's specifications
- ✓ Apply an antioxidant compound to all aluminum-to copper connections.

Molded-Case Circuit Breakers (MCCB)

- ✓ Clean the breaker housing and inspect it for cracks or signs of overheating. Tighten all connections.

- ✓ Exercise the breaker several times to ensure the machine has freedom of movement and to allow contact wiping.
- ✓ In addition, larger duty circuit breakers (225 amps or above) should be electrically trip tested to ensure proper operation of the trip elements and trip linkages.
- ✓ All molded-case circuit breaker panels should be cleaned of all dirt, dust, and debris using a vacuum.
- ✓ Test contact resistance to ensure the quality of breaker contacts.

Refer to the latest edition of the National Electrical Manufacturers Association (NEMA) Standard AB4, Procedures for Verifying Field Inspections and Performance Verification of Molded Case Circuit Breakers. Raceways

- ✓ Check raceways for proper mechanical support of raceway and cables as well as check insulation for abrasion or cracks at support points.
- ✓ Examine raceway joints for clean and tight connections.

Bus Duct

- ✓ To be checked for proper tightness as well as evidence of overheating, corrosion, arcing, or other forms of deterioration.

Infrared Inspection

- ✓ An infrared, or thermographic, inspection should be performed at least once every year on all switchgear, distribution panels, cable and bus connections, motor control centers and starters, and other critical equipment.
- ✓ Infrared surveys are done on energized equipment and should be conducted during peak demand periods if possible, with prior approval of the IIT BHU team.

Isolators

- ✓ All the isolators including chiller, DG and pump must be tested on every PM and a report must be submitted to IIT(BHU)

Important Assessment and Reports

- ✓ Annual Power Quality Assessment
- ✓ Annual Thermography: Infrared Thermography of entire Electrical System.
- ✓ Relay testing at the level of LT/UPS/ other distributional panels wherever applicable.
- ✓ Annually Electrical Safety Audit as per Data Center/Building Standards. Safety assessment of
- ✓ existing DC electrical equipment and check the following to avoid the fire in DC:
 - i. Overloading of conductors/cables and equipment.
 - ii. Electrical heat source too close to flammable materials.
 - iii. Short circuit.

- iv. Poor connections giving rise to sparking.
- v. Use of inferior grade materials or equipment.
- vi. Blowing of fuses leading to heavy sparking.
- vii. Generation of Static electricity.
- viii. Generation of unusual heat.
- ix. Grounding / earthing system.
- x. Thermal scanning.

Other Deliverables

2. In case of any customization in PLC or issue with Programmable Logic Control Unit, Vendor should be able to rectify the same immediately.

3. Precision AHU DB Panels

Party should carry out comprehensive AMC & preventive maintenance of following systems on a quarterly basis:

The party should Include AMC for 100% parts coverage (Exception is only Batteries). Unlimited Breakdown calls include 100% labor and travel coverage.

4. Distribution Panels

Party should carry out comprehensive AMC & preventive maintenance of following systems on a quarterly basis:

The party should Include AMC for 100% parts coverage (Exception is only Batteries). Unlimited Breakdown calls include 100% labor and travel coverage.

Total Distribution Boxes with MCBs / MCCBs/ TPN / RCCB switches etc. supplying power to server room, for lighting, for raw power etc. inside the CDC building.

Industrial Power Switches and Sockets in server room, network room etc. are also covered in AMC.

5. Earth Pits of GI and Copper plate

Party should carry out comprehensive AMC & preventive maintenance of following systems on a quarterly basis:

The party should Include AMC for 100% parts coverage (Exception is only Batteries). Unlimited Breakdown calls include 100% labor and travel coverage.

12 nos. of Earth Pits

Vendor should ensure Earth Resistance is less than 2 Ohms.

Vendor should ensure regular watering and addition of charcoal and salts / chemicals to all Earth Pits.

6. 500 kVA DG sets with AMF panels.

Party should carry out comprehensive AMC & preventive maintenance of following systems on a quarterly basis:

The party should Include AMC for 100% parts coverage (Exception is only Batteries). Unlimited Breakdown calls include 100% labor and travel coverage.

500 kVA DG set of JAKSON make – 1 Nos.

- ✓ Maintenance of DG Set will be carried out as per manufacturer's standard practice and by OEM approved vendors only.
- ✓ Diesel required to run the DGs shall be provided by IIT BHU.
- ✓ Necessary Coolant, Oil and Consumables should be provided by Vendor.
- ✓ Attend to all electrical and mechanical breakdowns.
- ✓ Any repair job should be carried out without any additional cost to IIT BHU.
- ✓ Overhauling of DG is not covered under the scope of Contract.
- ✓ Replacement of 12V 180AH Battery inside the DGs is covered under the scope of contract.
- ✓ Battery Charger is covered under the scope of this contract.
- ✓ Relays and Electronic Circuits are covered under the scope of contract.
- ✓ Submission of Call sheets & reports

In addition to above vendor need to conduct a Harmonic Analysis of entire Electrical System and UPSs (Once annually) and submit report.

7. Precision AHUs System

Party should carry out comprehensive AMC & preventive maintenance of following systems on a quarterly basis:

The party should Include AMC for 100% parts coverage (Exception is only Batteries). Unlimited Breakdown calls include 100% labor and travel coverage.

Precision AHUs (SWEGON)

Preventive maintenance of Precision Air Conditioners includes the following-

- ✓ Cleaning up of unit & Air filter
- ✓ Cleaning of the cooling coil and condenser coil
- ✓ Cleaning of humidifier bottle and electrodes
- ✓ Cleaning of water supply strainer and drain inside the machine
- ✓ Checking of driver belt & replace if necessary
- ✓ Lubrication of bearings if necessary
- ✓ Checking up of operating of the unit, controller and condenser
- ✓ Combing of fins of condenser & evaporate coil if necessary
- ✓ Measurement of current for all individual equipment
- ✓ Checking of all overall relay settings
- ✓ Checking of all electrical components for loose connections & lighting if necessary
- ✓ Checking of refrigeration piping for gas leakage

- ✓ Checking of pulleys, motor mounts, and condenser fan mounts, etc.
- ✓ Checking of panel insulation
- ✓ Checking of temperature readings
- ✓ Checking of microprocessor controllers for operation
- ✓ Submission of Call sheets & reports

The following are excluded under comprehensive AMC but these need to be checked during quarterly preventive maintenance and report to be submitted.

- ✓ Condenser Coil of Precision ACs.
- ✓ Cooling Coil of Precision ACs

8. Chillers

- ✓ Chiller ventilation must be washed
- ✓ Air duct must be cleaned
- ✓ JDB should be checked and replaced
- ✓ Display must checked regularly and incorporated with BMS software

9. Tanks, Pumps and Motors

- ✓ Pumps and motors should be monitored for electrical efficiency and ratings
- ✓ Empty tanks must be refilled
- ✓ Chemical dosing of tank water must be done regularly

10. Comfort Air Conditioning System

Party should carry out comprehensive AMC & preventive maintenance of following systems on a quarterly basis:

The party should Include AMC for 100% parts coverage (Exception is only Batteries). Unlimited Breakdown calls include 100% labor and travel coverage.

Comfort Air Conditioner of Blue star make

Split AC of Bluestar make - 3 nos. – 2 Tr.

Preventive maintenance includes the following:

- ✓ Cleaning up of unit & Air filter.
- ✓ Cleaning of cooling coil & condenser coil.
- ✓ Checking of driver belt & replace if necessary.
- ✓ Lubrication of bearings if necessary.

11. HVAC Low side

Party should carry out comprehensive AMC & preventive maintenance of following

systems on a quarterly basis:

The party should Include AMC for 100% parts coverage (Exception is only Batteries).

Unlimited Breakdown calls include 100% labor and travel coverage.

Preventive maintenance includes the following:

- ✓ Cleaning up of valve & strainers.
- ✓ Check the condition of rubber gaskets and replace if required.
- ✓ Clean the dust with a dry cloth on all sub-assemblies of control unit, display units, SCU and ISCU's.
- ✓ Check all connectors/couplers etc. for proper tightness.
- ✓ Checking of pulleys, motor mounts, and condenser fan mounts, etc.
- ✓ Checking of panel insulation.
- ✓ Submission of Call sheets & reports

12. Fire and Safety VESDA Panels

Party should carry out comprehensive AMC & preventive maintenance of following systems on a quarterly basis:

The party should Include AMC for 100% parts coverage. Unlimited Breakdown calls include 100% labor and travel coverage.

Very Early Smoke Detection Aspirators (VESDA) Xtralis make – 1 Nos.

In addition to the scope of work for Comprehensive AMC and maintenance of VESDA system, vendor/party will have to replace **1 nos. of VESDA Filters** within first quarter of AMC (one time activity).

13. Fire Suppression system NOVEC 1230 with FAS panel and smoke/heat detectors.

Party should carry out comprehensive AMC & preventive maintenance of following systems on a quarterly basis:

The party should Include AMC for 100% parts coverage. Unlimited Breakdown calls include 100% labor and travel coverage.

- ✓ Fire Panel (Make: Siemens- Cerberus Pro) with detectors and MCPs and hooters installed in DC premises.
- ✓ Fire suppression Systems NOVEC 1230 (Siemens - Sinorix), Cylinders (3 x 100 kg, 1 x 1200 kg, weight of the gas is mentioned.)
- ✓ Refilling of NOVEC gas is included.

In addition, the Vendor needs to plan, conduct and document Mock Fire Drill once in a year. The vendor also needs Fire and Safety Training for all staff in every 6 months.

Testing of the Smoke and Powder Exhaust Fans to be done on quarterly basis

14. Rodent Repellant System

Party should carry out comprehensive AMC & preventive maintenance of following systems on a quarterly basis:

The party should Include AMC for 100% parts coverage. Unlimited Breakdown calls include 100% labor and travel coverage.

RAT Repellant – 26 Controller units with transducer (Make- C-system), regular monitoring of these devices and ensure working.

15. Water Leakage Detection System

Party should carry out comprehensive AMC & preventive maintenance of following systems on a quarterly basis:

The party should Include AMC for 100% parts coverage. Unlimited Breakdown calls include 100% labor and travel coverage.

Water Leakage Detection (WLD) system (Make- Sontey) in Server Room & UPS Room: regular monitoring of this system should be done. WLD testing to be carried out during Preventive Maintenance on quarterly basis.

16. PDU

Party should carry out comprehensive AMC & preventive maintenance of following systems on a quarterly basis:

Datsons Make 125 KVA – 3 Nos

The party should Include AMC for 100% parts coverage. Unlimited Breakdown calls include 100% labor and travel coverage.

Preventive maintenance includes the following:

- ✓ Verify proper ventilation
- ✓ Checks working of indicating lamps, voltmeter, Amp meter.
- ✓ Monitor any changes in the characteristics of your transformer's audible sound
- ✓ Ensure all accessible hardware is tightened
- ✓ Clean cooling fans
- ✓ Inspect insulation surfaces for any discoloration or signs of heat damage
- ✓ Visually inspect cover louvers, screens, and internal coil cooling ducts for dust build-up. If found, wait until the transformer is deenergized to remove any panels and remove the dust.

17. CCTV System

Party should carry out comprehensive AMC & preventive maintenance of following systems on a quarterly basis:

The party should Include AMC for 100% parts coverage. Unlimited Breakdown calls include 100% labor and travel coverage.

- ✓ 8 nos. CCTV Cameras. Honeywell Make.
- ✓ 8 port NVR (Samsung Make) with 6 TB Hard Disks in NVR.
- ✓ 16 port Switch – Netgear make.
- ✓ CCTV Monitor – LG make
- ✓ Vendor should ensure regular backup of CCTV Recordings as per SOP.

- ✓ Vendor should provide necessary support in changing CCTV cable connections if required by Data Centre.

Preventive maintenance includes the following:

- ✓ Check, Is the cameras capturing the required areas/ is it focused properly.
- ✓ Is the camera lens and covers are cleaned?
- ✓ Is the live coverage of cameras properly recorded?
- ✓ Is the cameras are capturing the event Images?
- ✓ Check the play back, pause, rewind and speed fast forward.
- ✓ Check the export video functionality.
- ✓ Check ability to go to particular date and time to check the recording.

18. Honeywell make Access Control Devices and Software

Party should carry out comprehensive AMC & preventive maintenance of following systems on a quarterly basis:

The party should Include AMC for 100% parts coverage. Unlimited Breakdown calls include 100% labor and travel coverage.

Comprehensive AMC of Honeywell software, Reloading the software, backup of Data, Restoration of Data, all type of door controllers, other controllers & Access Card sensors.

This includes Shakti Mate make -2 Nos fire rated doors also.

The server room door has Honeywell make biometric access control system. Preventive maintenance includes the following:

- ✓ Check all the Access Controllers are communicating with Server
- ✓ Check the Biometric readers functionality
- ✓ Check when a Valid badge is shown to the Reader, EM lock should get deactivated. Does this functionality work properly?
- ✓ Check the Exit Button Functionality
- ✓ Check the Magnetic Contact functionality
- ✓ Check the Anti-pass back functionality
- ✓ Check the Emergency Exit doors alarms are triggering in BMS properly
- ✓ Take the Backup of software files
- ✓ Check the Transactions Report generation functionality

19. Siemens make BMS Software + Controller with Desktop PC

Party should carry out comprehensive AMC & preventive maintenance of following systems on a quarterly basis:

The party should Include AMC for 100% parts coverage. Unlimited Breakdown calls include 100% labor and travel coverage.

Comprehensive AMC of Siemens software, controller, Its Desktop PC and other hardware required for its operation and customization of BMS Dashboard as per the need of Data Centre.

Preventive maintenance includes the following:

- ✓ Check the DDC controllers LED Status
- ✓ Is all the DDC Controllers are communicating with BMS Software?
- ✓ Is the BMS Client system working properly?
- ✓ Is all the Temperature & RH sensors are communicating with BMS?
- ✓ Is all the chillers are communicating with BMS?
- ✓ Is all the DG's are communicating with BMS?
- ✓ Is all the Energy Meters are communicating with BMS?
- ✓ Is all the FAS and VESDA Panels are communicating with BMS?
- ✓ Is all the Access controllers are communicating with BMS?
- ✓ Is all the Access control system alarms are communicating with BMS?
- ✓ Is the Fire Suppression System status is communicating with BMS?
- ✓ Is all the WLD alarms are communicating with BMS?
- ✓ Take the Backup of software files.

20. Rear Door Heat Exchanger (RDHX) System

Party should carry out comprehensive AMC & preventive maintenance of following systems on a quarterly basis:

The party should Include AMC for 100% parts coverage. Unlimited Breakdown calls include 100% labor and travel coverage.

RDHX System – U-Systems Make, 30KW – 6 Nos, 10 KW – 3 Nos.

Preventive maintenance includes the following:

- ✓ Check the any water leakage is there in coil or not.
- ✓ Check if any hope is cracked.
- ✓ Check the working of fan.
- ✓ Check any abnormal sound in fan installed in RDHX.

21. Racks

Party should carry out comprehensive AMC & preventive maintenance of following systems on a quarterly basis:

The party should Include AMC for 100% parts coverage. Unlimited Breakdown calls include 100% labor and travel coverage.

Rack – VALRACK make with PDU, Qty- 9 Nos

Preventive maintenance includes the following:

- ✓ Check the Door status of rack door opening.
- ✓ Check if any physical damage.
- ✓ Check the working of fan.
- ✓ Check the power cord heating of PDU.
- ✓ Check the voltage & current parameters of PDU.

Optional Item

1. Manpower Management

Terms and conditions for manpower are as follows:

- ✓ The bidder is required to provide skilled operators support for the equipment for 3 Years and submit the quote for the same in INR however, the Institute may or may not procure these items. Bidders shall not have any right in this regard and the rate quoted shall not be considered for determining L1.
- ✓ The vendor must appoint these skilled operators to work on rotation basis to cater to 24X7X365 service as per government norms.
- ✓ The manpower must have ITI/Diploma in Electrical Engineering with minimum 2 years of experience in the domain of the tender
- ✓ Vendor to ensure that the employees deployed in the premises of IIT(BHU) are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc.
- ✓ Vendor to maintain appropriate records of his employees deployed to carry out the AMC.
- ✓ Vendor should issue appropriate appointment letters to his employees.
- ✓ Vendor to provide employment card/identity card with photograph duly verified and attested by the Vendor to his employees. Vendor to indicate the name of the proprietary/partnership firm/company, place of work, contract number and duration of validity of card.
- ✓ Vendor will be responsible for the good conduct of his employees. In case of any misconduct/misbehavior by any employee, the vendor will replace such employee(s) immediately.
- ✓ Vendor will ensure that the job is executed through his employees on his rolls and under no circumstances the vendor will deploy any casual employee to carry out the job nor shall sub-contract the job without prior written permission.
- ✓ Vendor will keep watch on his employees and he will be liable for any pilferage /loss to IIT(BHU) due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the vendor shall lie exclusively with him.
- ✓ Vendor to ensure that all precautions are taken for safety of his employees and equipment.
- ✓ In the event of termination of contract for any reason whatsoever, the vendor shall withdraw all his employees from the establishment of IIT(BHU). In case vendor decides to terminate services of his employees, he should settle all terminal dues including retrenchment compensation.
- ✓ Vendor shall provide to his employees all tools, tackles and equipment and maintain the same to carry out the job under the contract at his cost and if necessary, vendor may take insurance policy of his men, material, equipment and tools and tackles.
- ✓ Vendor shall provide safety appliances and maintain the same at his own cost which may be required under the statute or otherwise.

- ✓ Vendor shall provide material at his cost as mentioned in the contract to his employees for carrying out the job.

TECHNICAL COMPLIANCE STATEMENT**Tender for AMC of Data Center Equipment at Supercomputing Center, IIT(BHU) Varanasi**

Sr.No	Specification	Capacity	Make	Whether provided services for the given specification (Yes / No)
1	500 KVA DG	500 KVA	JAKSON, JSP-500 K	
UPS				
2	UPS 120 KVA	120KVA	Socomec, U4GP123M00-0-01	
3	UPS 30KVA	30KVA	Socomec, MGP4GP330S-00	
Comprehensive AMC of Electrical System				
4	Main LT panel	800A	ADVANCE	
5	UPS 30KVA MECH PANEL	415V, 100A	ADVANCE	
6	Incomer breaker ACB	800A	OMEGA	
7	Tie feeder breaker ACB	800A	OMEGA	
8	RDHX DB	8way 3p/40A	Legrand	
9	UPS DB	15way 4p/32A	Legrand	
10	BMS DDC PANEL		Siemens, PXC22.1	
11	MCOS	32A	ADVANCE	
12	MCOS	100A	ADVANCE	
13	MCOS	250A	ADVANCE	
14	Power Cale, Point Wiring, and cable trays, GI pipe insulation cover, Plumbing work			
15	Earthing- Earth Pit			
16	Isolator Chiller	100A	ADVANCE	
17	Isolator DG	800A	ADVANCE	
18	Isolator Pump	32A	ADVANCE	
19	Exhaust Fan	50W	--	

Comprehensive AMC of Lightning				
20	lighting DB	23way 3p/32A	Legrand	
21	LEDs	25W	Philips	
22	LED Driver	46W	Philips	
Comprehensive AMC of HVAC System				
23	Chiller	40TR	Swegon, CHIILER TETRIS 2A	
24	PAHU 15TR	15TR	Swegon, DATATECH PFW 90	
25	PAHU 4TR	4TR	Swegon, DATATECH OCW 35	
26	Expansion tank	3000LTR	KELVIN	
27	Pressurization tank	100litres	CIMM, AFE CE Litres100	
28	Makeup tank	1000ltr		
29	Pressurization Pump	550W	CNP, CHLFT2-40	
30	Pump	7.2HP	Grundfos, MG132SB2-18FF265	
31	Split AC	2 TR	Bluestar	
Comprehensive AMC of IBMS-Access and Security Controls				
32	Camera		Honeywell, HED2PER3	
33	NVR(NETWORK VIDEO RECORDER)	8 PORT,6TB	Honeywell, HEN16103L	
34	16 PORT NETWORK SWITCH	16 PORT	NETGEAR, GS116LP	
35	CCTV MONITOR		LG, 32MN49H	
36	BIOMETRIC READER		Honeywell, HONFIN4000 10K	
37	ACCESS PANEL		Honeywell, IP-AK2	
38	Smoke Detector		Siemens, OP921	
39	FIRE ALARM PANEL		Siemens, Cerberus Pro	
40	Novec 1230 Gas Cylinder 100 ltr	100 ltr	Siemens, SINORIX	
41	Novec 1230 Gas Cylinder 120 ltr	120 ltr	Siemens, SINORIX	
42	Rodent Panel		C SYSTEM, URRS-24T	

43	Rodent Repellent		C SYSTEM, URRS-24T	
44	FIRE DOOR	2hrs Fire rated	SAKTI MATE	
45	BMS PC	1 TB	DELL, D13S	
46	MONITOR	32 INCH	DELL, FGHHGS2	
47	BMS Software		Siemens, Desigo CC	
48	VESD SYSTEM		Xtralis, VLF-250-02	
49	Water Leak Detection System		Sontey, 2 MODULE	
50	Bus Bar Chamber	3/6 Cable 800/5A CT		
Comprehensive AMC of Server Racks and PDUs				
51	RACK 800mm x 1200mm with PDU	42U, 63A PDU	VALRACK,42U	
52	PDU high capacity	125KVA	Datsons	
Comprehensive AMC of RDHX				
53	RDHX – Rack	30KW	U-SYSTEM, DR4-5000-AB	
Manpower Support(Optional)				
54	Manpower-Skilled operator support to cater to 24X7X365 service**	NA	NA	

**The above compliance statement form is only indicative and can be modified according to requirements of the bidder.*

****The Institute may or may not procure these items. Bidders shall not have any right in this regard and the rate quoted shall not be considered for determining L1.**

Date :

Signature of the Authorized Official with Seal

SECTION 9**PREVIOUS SIMILAR ORDER EXECUTED**

The bidder gives the details of purchase orders and Satisfactory Job Completion Certificate identical or similar equipment supplied to any IITs/IISc/IIM/NITIE/IISER/NIT/IIIT/Central University/ Government Research Organizations/Government Offices/PSUs as per below Format for the period of 1st April 2019 to 31st March 2022.

Name of the Firm _____

Order placed by (Full address of Purchaser)	Order No. and Date	Description and quantity of ordered equipment	Value of Order	Date of completion of delivery as per contract	Remarks indicating reasons for late delivery, if any and justification for price difference of their supply order & those quoted to us	Has the Equipment being installed satisfactorily (Attach a Certificate from the Purchaser/ Consigner)	Contact Person along with Telephone No., Fax No. and e-mail address.

(Kindly enclose the scan copy of aforementioned purchase orders along with Satisfactory Job Completion Certificate)

Details of Technical Expert

Name of application specialist / Service Engineer who have the technical competency to handle and support the quoted product during the warranty period.		
Name of the organization	Name of Contact Person	Contact No.

Signature and Seal of the Manufacturer / Bidder: _____

Place : _____

Date : _____

(Letterhead of the bidder)
Bid Securing Declaration Form

To
**The Registrar,
Indian Institute of Technology (Banaras Hindu University),
Varanasi – 221005, U.P.**

(insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

I/We understand that bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with IIT(BHU), Varanasi for a period of two years from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity or its extended period, if any; or

b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity

(i) fail or refuse to execute the contract, if required, or

(ii) fail or refuse to furnish the Performance Bank Guarantee, in accordance with the Instructions to Bidders.

c) If the bidder is found indulging in any corrupt, fraudulent or other malpractice in respect of the bid;

or

d) If there is a discrepancy between words and figures quoted by the bidder then in that case the amount quoted in words will be treated as final.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: _____

(Insert signature of person whose name and capacity are shown in Bid Securing Declaration)

Name: _____

(insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of *(insert complete name of Bidder)*

Dated on _____ day of _____ *(insert date of signing)*

Corporate Seal (where appropriate)

(Note: In case of a consortium, the Bid Securing Declaration must be in the name of all partners to the consortium that submits the bid)

BID SUBMISSION**Online Bid Submission:**

The Online bids (complete in all respect) must be uploaded online in **two** Envelops as explained below:-

Envelope – 1 (Following documents to be provided as single PDF file)			
Sl. No.	Document	Content	File Types
1.	Technical Bid	Technical Compliance Sheet as per Annexure-II, compliance sheet of essential pre bid criteria	.PDF
2.		Organization Declaration Sheet	.PDF
3.		Checklist, Tender Acceptance, Tender Form, Annexure-I etc.	.PDF
4.		List of organizations/ clients where the same products have been supplied/ Serviced during the financial years 2019-20, 2020-21, 2021-22 along with their contact number(s). (Annexure-III)	.PDF
5.		Technical supporting documents in support of all claims made at Annexure-I	.PDF
6.		EMD/Bid Security Declaration Form as per as per Annexure-IV and Tender fee submission proof	.PDF
7.		Brochure of quoted product, Other Documents, if any which are not covered above	.PDF
Envelope – 2			
Sl. No.	Document	Content	File Types
1.	Financial Bid	Price bid Form should be submitted in PDF format.	.PDF
2.		BoQ in .xls Format	.XLS
3.		BoQ in .pdf Format	.PDF

Note : In case any difference arises between the price quoted in BoQ in .xls format and BoQ in .pdf format, the highest quoted price between the two will be considered for the purpose of financial evaluation of bid.

DECLARATION

(to be submitted on the letterhead of Company)

To,
The Coordinator,
Supercomputing Center,
Indian Institute of Technology (Banaras Hindu University),
Varanasi – 221005, U.P.

We certify as under:

We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries, and solemnly certify that we fulfill all requirements in this regard and are eligible to be considered.

We certify that:

(a) We are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed).

and;

(b) We shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

Yours faithfully,

(Signature of the Bidder, with Official Seal)

ORIGINAL EQUIPMENT MANUFACTURER (OEM)**Manufacturing Authorisation Form (MAF)****(On Letter Head of Manufacturer)**

Tender No. :-

Date:-

To

The Coordinator,

Supercomputing Center,

Indian Institute of Technology (Banaras Hindu University),

Varanasi – 221005, U.P.

Dear Sir,

We manufactures of original equipment at (.....address of factory.....) do hereby authorize M/s (Name and address of Agent) to submit a bid, negotiate and receive the order format against your tender enquiry. M/s.

..... is authorized to bid and conclude the contract in regard to this business. We hereby extend our full guarantee and warranty as per clauseof the terms and conditions NIQ for the goods and services offered by the above firm.

Yours Faithfully,

(Name)

(Name & Seal of Manufacturers)

Note: -

1. Items of indigenous nature or quoted in INR, more than 1 authorized representative may participate in the same tender and submit their bids on behalf of their OEM/Principal/Manufacturer if the OEM permits more than one authorized bidder in such case as per their policy.
2. In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer
3. The letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. The same should be included by the bidder in its techno-commercial unpriced bid.

(to be submitted on the letterhead of Company)

DECLARATION OF LOCAL CONTENT

(To be given on Company Letter Head – For tender value below Rs.10 Crores)/ (To be given by
Statutory Auditor/ Cost Auditor/ Cost Accountant/ CA for tender value above Rs.10 Crores)

To

The Coordinator,
Supercomputing Center,
Indian Institute of Technology (Banaras Hindu University),
Varanasi – 221005, U.P.

Subject: - Declaration of Local Content

Tender Reference No: _____

Name of Tender/ Work: _____

1. Country of Origin of Goods being offered: _____
2. We hereby declare that items offered has _____% local content
3. Details of the Location at which the Local Value Addition is made _____
4. Details of Local Content

“Local Content” means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of the imported content in the item (including all customs duties) as a proportion of the total value, in percent.

Bidders offering Imported products will fall under the category of Non_Local Suppliers. They cannot claim themselves as Class-I or Class –II Local Suppliers by claiming the services such as Transportation, Insurance, Installation, Commissioning, Training and After Sale Service Support like AMC/ CMC etc. as Local Value Addition.

We are solely responsible for the abovementioned declaration. False declaration will be in breach of Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.”

Yours faithfully,

(Signature of the bidder, with Official Seal)

Note: It is mandatory for bidders to quote items having local content minimum 20%. Refer revised Public Procurement (Preference to Make in India), Order 2017, No. P-45021/2/2017-PP (B.E-II) dated 16.09.2020 issued by DPIIT, Ministry of Commerce and Industry, Govt. of India.

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