

**PIMPRI CHINCHWAD NEW TOWN  
DEVELOPMENT  
AUTHORITY, AKURDI, PUNE-411 044.**

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DETAILS ELECTRICAL WORK E-TENDER

**TENDER PAPER**

**FOR B-1, E-TENDER NOTICE NO. : FOR 2018-19 (1st Call)**

**TENDER PAPER  
(E-Tender No. : )**

**NAME OF WORK: - Supply & installation of backup server for Pimpri Chinchwad  
New Town Development Authority office with 5 years of  
comprehensive maintenance**

Estimate cost	:	Rs. 8,95,000/-
Tender form Fee	:	Rs. 2,400/-
Earnest Money Deposit	:	Rs. 12,000/-
Security Deposit	:	Rs. 27,000/-

Pimpri Chinchwad New Town Development Authority  
Near Akurdi Railway station, Pune-411 044

**NAME OF WORK: - Supply & installation of backup server for Pimpri Chinchwad  
New Town Development Authority office with 5 years of  
comprehensive maintenance**

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## PIMPRI-CHINCHWAD NEW TOWN DEVELOPMENT AUTHORITY,

NEW ADMINISTRATIVE BUILDING, NEAR AKURDI RAILWAY STATION, PUNE-411 044. Phone No. (020)-27652934/35 (Extn:-1605)

### E -Tender Notice No: for 2018-2019 (1<sup>st</sup> call)

Sealed Online B-1, e-Tenders for the following work are invited by the Chief Executive officer from the contractors.

Sr. No	e-tender No.	Name of work	Estimated Cost Rs.	Type	Earnest Money (Rs.)	Security Deposit (Rs.)	Time Limit for completion (period of work)	e-tender form fees (Non Refundable) (Rs.)
1.		Supply & installation of backup server for Pimpri Chinchwad New Town Development Authority office with 5 years of comprehensive maintenance	8,95,000/-	1st call	12,000/-	27,000/-	1 Month	2,400/-

#### e-Tender Processing Time Table :-

Sr.No	Details	Start Date	Hrs	End date	Hrs
1	Publication of Tender				
2	Document Download				
3	Pre bid meeting				
4	Bid submission start				
5	Opening of Bid (Technical cover)				
6	Note : All the payments towards EMD and cost of tender forms will be done through e-payment gateway by using Net banking only. Bidders who are using SB MOPS other banks Internet Banking are requested to make online payment 4 days in advance				

#### Note:-

1. All eligible/interested contractors who want to participate in tendering process should compulsorily get enrolled on e-tendering portal "<http://mahatenders.gov.in>" in the appropriate category applicable to them.
2. **Contractor shall contact for details or any difficulties in submission of online tenders if any to "The 24 x 7 Toll Free Telphonic Help Desk Nos. 1800-3070-2232 Mobile no. 91-7878007972 & 91-7878007973**
3. It is compulsory for all participants to submit all documents online. Bids will not be accepted by hand or by post. In case of failure online offer will not be opened.
4. Right to reject any or all online bids of work without assigning any reasons thereof are reserved with PCNTDA.
5. Detailed terms and condition are displayed on portal,
6. Above Tender Notice is displayed on [www.pcntda.org.in](http://www.pcntda.org.in)

Chief Executive Officer,  
PCNTDA, Akurdi

## CHAPTER - I

### ***DETAILED TENDER NOTICE***

Sealed Online B-1, e-Tenders for the following work are invited by the Chief Executive Officer, PCNTDA from the contractors.

**NAME OF WORK: Supply & installation of backup server for Pimpri Chinchwad  
New Town Development Authority office with 5 years of  
comprehensive maintenance**

**BLANK TENDER FORM : Rs. 2,400/-**

Tender Forms can be purchased from the e-Tendering Portal, "<http://mahatenders.gov.in>" after paying Tender Fees through online mode as per the Tender Schedule. Tender form, conditions of contract, specifications can be downloaded from the e-Tendering portal "<http://mahatenders.gov.in>" after entering the details, payment of Rs. 2,400/- (Rupees Two Thousand four hundred only) should be paid online using payment gateway. The fees of tender document will be nonrefundable. Further information regarding the work can be obtained from the above office.

#### **1. EARNEST MONEY DEPOSIT (EMD)**

1.1. The EMD applicable amount shall be paid via online mode only.

1.2. a) Earnest money of minimum Rs. 12,000 /- shall be paid via online using NEFT/RTGS or payment gateway mode. After Tender opening, the EMD of the unsuccessful supplier will be returned to account provided by the supplier during the bid preparation under Beneficiary Account Number.

b) The amount will be refunded to the unsuccessful tenderers on deciding about the acceptance or otherwise of the tender. In case of successful tenderer, the EMD will be converted to security deposit. This security deposit will be refunded to the successful contractor after 60 days of agreement period.

1.3. Tender of those who do not deposit earnest money shall be summarily rejected.

**2.** The amount of earnest money will be refunded to the unsuccessful tenderer after 30 days if issuance of work order to successful contractor.

#### **3. SECURITY DEPOSIT**

The EMD will be converted to security deposit. And the successful bidder has to pay remaining amount of security deposit before the time of agreement. This security deposit will be refunded to the successful contractor after 60 days of agreement period (i.e. after 5 years). However, no interest shall be payable on security deposit.

#### 4. Eligibility Criteria for Technical Experience for Bidder :-

- 1) The bidder should have their functional, support office in Maharashtra. Documentary evidence in this regard should be submitted by the bidder.
- 2) The Bidder should be a body incorporated in India under the Companies Act, 1956 or 2013 including any amendment thereto. A copy of certificate of incorporations applicable and relevant, shall be enclosed
- 3) The bidder should submit the manufacturer authorisation form (MAF) for product quoted mentioning the tender number.
- 4) The bidder shall quote only those models which are not going to be end of support in next 6 years from the date of submission of bid. A certificate in this regard shall be provided from OEM.
- 5) The bidder should have supplied the backup server of amount not less than Rs. 3,00,000/- to government offices in Maharashtra in last 3 financial years.
- 6) Undertaking regarding "To ensure availability of spares of backup Servers during entire warranty period and if any case there is unavailability of spares of same configuration, higher configuration spare but compatible or complete hardware backup server as the case may be provided to PCNTDA without any additional financial implication to PCNTDA shall be provided by the bidder.

#### 5. ONLINE ENVELOPE NO. 1 : (Documents)

The First Online envelope "Envelope No. 1" shall contain the following documents:

- 1) All Documents showing conformity to the Eligibility Criteria as mentioned below shall be submitted
  - A) The bidder should have their functional, support office in Maharashtra. Documentary evidence in this regard should be submitted by the bidder.
  - B) The Bidder should be a body incorporated in India under the Companies Act, 1956 or 2013 including any amendment thereto. A copy of certificate of incorporations applicable and relevant, shall be enclosed
  - C) The bidder should be an OEM or an authorized dealer/reseller/partner of OEM of offered make of backup Servers. The bidder should submit certificate from the manufacturer.
  - D) The bidder shall quote only those models which are not going to be end of support in next 6 years from the date of submission of bid. A certificate in this regard shall be provided from OEM.
  - E) The bidder should have supplied the backup server an amount not less than Rs. 3,00,000/- to government offices in Maharashtra during last 3 financial years.
  - F) Undertaking regarding "To ensure availability of spares of backup Servers during entire warranty period and if any case there is unavailability of spares of same configuration, higher configuration spare but compatible or complete hardware backup server as the case may be provided to PCNTDA without any additional financial implication to PCNTDA shall be provided by the bidder.
- 2) Scanned copy of Details of Tenderer's and complete postal address with Pin Code and telephone Numbers.
- 3) Scanned copy of pan card and GST certificate
- 4) Scanned copy of notarised affidavit that supplier has not made submission of any false / Fraudulent paper / information submitted in envelope no.1. If so then supplier is liable for action under Indian Penal Code. (as per attached format)

- 5) Scanned copy of turnover certificate, certified by the Chartered Accountant should be produced. The average annual turnover during last three financial years 17-18, 16-17, 15-16 should not be less than Rs. 10,00,000/-
- 6) Income Tax Returns for last Three Financial Years (2017-18, 2016-17 and 2015-16)

All the relevant documents showing and confirming the above shall be enclosed with the bid documents and shall be listed as per the enclosure.  
Numbering should be done for all papers contained in Envelope No. 1 and indexed

## 6. ONLINE ENVELOPE No.2 TENDER (FINANCIAL BID)

The second online envelope "Envelope No.2" shall contain only the offer.

## 7. Post-Qualification

Supplier satisfying the above criteria shall be declared as post-qualified and considered for the further process of the bid. PCNTDA will reserve the right to qualify or disqualify supplier and open envelope no. 2.

## 8. Validity of terms of the BID

1) It is a firm and irrevocable offer, and shall remain valid and open for a period of not less than 120 days from the last date for submission of the Non-adherence to this requirement will be a ground for declaring the Proposal as non-responsive. In exceptional circumstances, PCNTDA may solicit the Bidder's consent for extension of the period of validity. The Bidder agrees to reasonably consider such a request. The request and response shall be in writing. A Bidder accepting PCNTDA's request for validity extension shall not be permitted to modify its offer.

2) The above work will be carried out under the supervision of the Engineer-in-charge of PCNTDA.

## 9. POWER OF ATTORNEY:

If the tenderer are a firm or company, they should in their forwarding letter mention the names of all the partners together with the name of the person who holds the power of Attorney, authorizing him to conduct all transactions on behalf of the firm/company, along with the tender. Clarifications, if any, can be sought from:

**Chief Executive Officer**  
Pimpri Chinchwad New Town Development Authority  
New Administrative Building, Near Akurdi Railway station,  
Pune-411 044  
Maharashtra State, INDIA

## 10. ONE BID PER BIDDER

Each contractor shall submit only one bid for the work. The contractor who submits or participates in more than one bid will cause all the bids with the Bidders participation to be disqualified.

## **11. COST OF BIDDING**

The tenderer shall bear all costs associated with the preparation and submission of the bid and PCNTDA will in no case, be responsible and liable for those costs.

## **12. SITE VISIT**

The contractor at his own responsibility and risk is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract for construction of the works. The costs of visiting the site and collecting the necessary information shall be borne by the bidder. No extra claim will be entertained in future on this account.

## **13. OPENING OF TENDER**

The tenders will be opened on the date specified in the Tender Notice (if possible) in the presence of the intending bidders or their authorized representative to whom they may choose to remain present. Following procedure will be adopted for opening of the tender.

### **1.ENVELOPE No.1: -(Documents)**

First of all Envelope No.1 of the tender will be opened online to verify its contents as per requirements. If the various documents contained in this envelope do not meet the requirements of the Department, a note will be recorded accordingly by the tender opening authority and the said tenderer Envelope No. 2 will not be considered for further action and the same will be recorded. The decision of the tender opening authority in this regard will be final and binding on the contractors.

### **2.ENVELOPE No.2: (Financial Bid)**

This envelope shall be opened online after opening of Envelope No.1, only if contents of Envelope No.1 are found to be acceptable to the Department. The tendered rates in offer shall then be read out. In the presence of bidders who remain present at the time of opening of Envelope No.2.

## **14. RIGHT RESERVED: -**

Right to reject any or all tenders without assigning any reason therefore is reserved by the Hon. CEO, PCNTDA whose decision will be final and legally binding on all the tenderer.

1.The PCNTDA may extend the dead line for submission of tender by issuing a corrigendum.

2.The PCNTDA near Akurdi Railway station, PUNE – 44 shall have the right to revise or to amend the contract document prior to receipt of tender.

## **15. The law of jurisdiction for this work is Pune and Pimpri Chinchwad/Pune.**

## **16. LANGUAGE OF BID:-**

The bid prepared by the Bidder and all correspondence and documents related to the bid exchanged by the Bidder and the Purchaser shall be written in English language, provided that any printed literature furnished by the Bidder may be written in another language, as long as such literature is

accompanied by a translation of its pertinent passages in English language, in which case, for purposes of interpretation of the bid, the translation in English shall govern.

**17. BID CURRENCY:-**

All figures mentioned under the commercial bid should be in Indian National Rupee (INR). Commercial proposals in any currency other than INR would be considered non-responsive and hence rejected.



# SCOPE OF WORK

## 1. DETAILS OF WORKS:

- a) The backup Servers shall be supplied and installed directly to PCNTDA Office, Akurdi, Nigadi, Pune-44 as per PCNTDA requirement.
- b) The backup server should be installed at Hon. CEO, PCNTDA residence which is about 500 meter away from PCNTDA new admin building or at the location directed by Engineer in charge. The supplier should install the backup server and related softwares at location directed by PCNTDA at Hon. CEO, PCNTDA residence.
- c) The server is installed in new admin building of PCNTDA. The supplier should give the wired connectivity between server at new admin building and backup server at Hon. CEO, PCNTDA residence through fibre optics cable.
- d) Successful bidder has to do the cabling work with all allied items required for the installation of backup server as per site conditions.
  - i) The successful supplier has to take necessary permissions for excavation work needed for cable laying from competent authority like PCMC. No extra payment will be made by PCNTDA for such work.
  - ii) The successful supplier has to lay the cable in the DWC pipe. If cable has to lay through road then MS/GI pipe should be used for crossing of the road.
- e) Successful bidder has to do the excavation for laying the cable, any foundation if required, and any other related civil work for the completion of the work on its own as per site condition and requirement. No extra payment will be made by PCNTDA for such work.
- f) If some other items is required for installation and commissioning of backup server which is not included or mentioned in the tender document, then the supplier should execute these items without any extra cost to PCNTDA. The supplier has quote the offer with clear understanding that the scope of work includes backup server with hardware and software, and all other material required for system to run.
- g) The backup server should take the backup of the server located at new admin building of PCNTDA once in a day. No data should be lost during the backup process.
- h) If in the emergency if the server at new admin building collapse, then supplier should restore the database of the server within 24 hours. If supplier fails to do so then penalty of Rs. 1000/day will be imposed on supplier.
- i) The supplier has to provide the online UPS of appropriate capacity and air conditioning unit (AC) as per requirement for the backup server and the related system to be installed Hon. CEO, PCNTDA residence. No extra cost will be paid by PCNTDA on account of this work.
- j) If in the emergency the backup server fails then system should be able to recover the data stored in the backup server.
- k) Perform power-on self-test, system and verification test
- l) RAID configuration as per PCNTDA requirement.
- m) Comprehensive onsite support for backup servers as well as Operating System software on 24X7 basis for 5 years is required.

- n) Installation/re-installation/configuration/maintenance of Operating system, system software and other software like Service packs & Maintenance levels etc.
- o) Supply, installation of all Operating System/System software upgrades to latest available, security patches, bug fixes and patches time to time regarding OS as & when requested without any additional financial implication to PCNTDA.
- p) Preventive Maintenance of backup servers should be done at least once in a quarter.
- q) Repair/replacements of faulty Hardware and other accessories like Batteries, plastic parts, sprockets, glass items etc. without any extra cost to PCNTDA.
- r) Min 99.9% uptime in total (calculated half yearly) for backup Server should be maintained otherwise penalty of Rs. 500/day will be imposed and will be deducted from the payment to be made.
- s) The Contractor should provide the single window of contact for registering any Hardware or software issue of backup Servers and further same should be escalated to OEM by the Contractor. For this purpose, information like Name, Contact No. and Email-id of authorized coordinator of contractor shall be provided for registering of complaint.
- t) Contractor shall ensure availability of spares of backup Servers during entire warranty period of 5 years and if any case there is unavailability of spares of same configuration, higher configuration spare but compatible or complete hardware backup server as the case may be provided to PCNTDA without any additional financial implication to PCNTDA.
- u) The License of Pre-installed/supplied Windows backup server & Data Centre Edition should comply with the License policy of Microsoft for Windows server in respect of the processors supplied with the backup servers.

**PIMPRI-CHINCHWAD NEW TOWN DEVELOPMENT AUTHORITY, AKURDI, PUNE.**  
**CONTRACT AGREEMENT**

**(General rules and directions for the guidance to the contractors)**

**Definitions:**

For the purpose of this contract unless there is anything repugnant the subject of the contract, The following words and phrases shall have the meaning specified herein below:-

- 1) The word "Development Authority" means the "Pimpri-Chinchwad New Town Development Authority".
- 2) The word "Chairman" means the "Chairman of the Development Authority".
- 3) The word "Chief Executive Officer" means "Chief Executive Officer of the Development Authority OF PCNTDA".
- 4) The "Executive Engineer" means the "Executive Engineer (Electrical) of the Development Authority of PCNTDA".
- 5) Engineer-in-charge means the Executive Engineer in-charge of the work or such other subordinate who may have been specially appointed to hold charge of such work.
- 6) The expression "Work" or "Works" when used in those conditions shall unless there is something either in the subject or context repugnant to such construction be construed and taken to mean the works by or by the virtue by contractor be executed whether temporarily or permanently or whether original, altered, substituted or additional and shall be held to comprise not only works of constructions but all access there to and all matters and things connected there-with or incidental there to be executed, carried out and done under the contract in every respect.
- 7) Receipts for payments made on account of work, when executed by firm, must also be signed by Power of Attorney Holders, except where the contractors are described in the tender form in which case the receipts must be signed in the name of firm by one of the partners or by some other persons having authority to give effectual receipts for the firm; which is made known to PCNTDA in advance.
- 8) Any person who submits a tender shall fill up printed form stating the rate at which he is willing to undertake the work or in case of item Rate Tenders each item of the work. Tenders that propose any alteration in the work specified in the said Tender Form, or in the time allowed for carrying out the work or which contain any other condition of any sort, will be liable to rejection. No single tender shall include more than one work. Tender shall have the name of work to which they refer, should be shown on the documents being submitted.
- 9) The Chief Executive officer or his authorized representative will open the e-tender in the presence of tender committee and such e-Bidder or their representative who may intent to be

present at the time. PCNTDA will enter the rate of several tenders in comparative statement in a suitable form. In the event of a e-tender being rejected, the earnest Money deposited shall be returned to the contractor concerned.

- 10) The receipt of a clerk for any money paid by the contractor will not be considered as an acknowledgement of payment and the contractor shall be responsible for seeing that he procures the receipts from the Chief Executive Officer or any other person duly authorized by him in this respect.
- 11) The Servicesö means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the Supplier covered under the Purchase Contract;
- 12) The öContractö shall mean The agreement entered into between the owner and the contractor As recorded in the contract form signed by the parties include all attachment the notice of tender, the sealed quotation and the tender documents including the tender and acceptance thereof together with the documents referred to therein, and the accepted conditions with annexure mentioned therein including any special conditions, specifications, designs, drawings, priced schedule / bill of quantities and schedule of rates. All these documents taken together shall be deemed to form one contract and shall be complementary to one another. Contract is deed of contract together with its entire accompaniment and those later incorporated in it by internal consent.
- 13) The öContract Priceö shall mean the amount of the work as per accepted tender plus amount of work which is increased from time to time due to cropping of additional work as ordered by the Engineer-in-charge.
- 14) A öLanguageö Correspondence language should be only Marathi & English.
- 15) öThe Goodsö means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Trust under the Contract;
- 16) The price means the price of the each computer quoted by the supplier in the offer.
- 17) **“Agreement”** shall mean the terms and condition agreed and signed between Contractor and Nodal Agency
- 18) **“Bid”** shall mean the Technical and Financial proposal submitted by the Bidder along with all documents/credentials/attachments annexure etc., in response to this tender, in accordance with the terms and conditions hereof;
- 19) **“Competent Authority”** shall mean Hon. CEO, PCNTDA, himself and/or a person or group of persons nominated by him for the mentioned purpose herein
- 20) **“Contract”** shall mean the supply, installation of the backup server and related components and 5 year operation & maintenance of the backup server at new admin building of PCNTDA.
- 21) **“Contractor”** shall mean the Successful Bidder or Project Company who has accepted the Terms and condition of tender and accepted the Work Order with the defined time period.
- 22) **Eligibility Criteria** shall mean the Eligibility Criteria as set forth in this tender;

- 23) **Qualified Bidder(s)** shall mean, for given scope of work, the Eligible Bidder having quoted minimum Financial Bid.
- 24) **Financial Bid** shall mean online financial Bid, containing the Bidder's quoted Price as per tender format;
- 25) **Liquidate Damages** shall mean a predetermined amount of money that must be paid as damages for failure to perform within the timelines as mentioned in this tender.
- 26) **Successful Bidder(s)** shall mean the Qualified Bidder(s) selected by PCNTDA pursuant to this tender for implementation of Project as per the terms and condition of the tender Documents, and to whom Work Order has been issued;
- 27) **System** shall mean a backup server and the related components for functioning of backup server.

**Contractor**

**Executive Engineer (Elect.)**

**Chief Executive officer**

**OFFER**  
**TENDER FOR WORKS**

I/we hereby tender for the execution of work for the Pimpri-Chinchwad New Town Development Authority, the work specified in the Tender with Memorandum within the time specified in such memorandum at above % / below % the estimated amount (or in case of item, Rate Tenders at the rates specified therein) in accordance, in all respects, with the specifications, designs, drawings and instructions in writing referred to in rule Condition of Schedule ~~AA~~ and with materials as are provided for, by and in all other respects in accordance with such conditions as applicable.

**Memorandum**

**Name of work:** Supply & installation of backup server for Pimpri Chinchwad New Town Development Authority office with 5 years of comprehensive maintenance

1. Estimated cost	Rs.	8,95,000/-
2. Earnest Money	Rs.	12,000/-
3. Security Deposit	Rs.	27,000/-

**(EMD will be converted to security deposit)**

6. Time allowed for the work from the date of  
Written order to complete the work ----- 01 **(one)** Month.

I/ we have paid online a sum of Rs 11,000/- in name of Pimpri-Chinchwad New Town Development Authority, as Earnest Money and agree to its absolute forfeiture for any default, as provided for in 1<sup>st</sup> para of the detailed tender notice.

I/ We agree that this offer shall remain open for acceptance for a minimum period of 120 days from the date of opening the same and thereafter until it is withdrawn by me/us by notice in writing duly addressed to the authority opening the tenders and sent by registered Post A.D. or otherwise delivered at the office of such authority.

Should this tender be accepted, I/We abide by and fulfil all items and provisions of the said conditions of the contract annexed hereto as far as applicable or in default thereof, forfeit and pay to the Development Authority the sum of money mentioned in the conditions.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 2018.  
Address:

**Contractor's Signature (with seal)**

The Above contract agreement is here signed by me after acceptance of the Tender by the C.E.O. on behalf of the Pimpri - Chinchwad New Town Development Authority, Nigdi, Pune 411 044.

**Chief Executive Officer,**  
Pimpri-Chinchwad New Town  
Development Authority, Nigdi.

**PIMPRI-CHINCHWAD NEW TOWN DEVELOPMENT AUTHORITY  
AKURDI, PUNE.**

**SCHEDULE 'A'**

- 1. Name of work:** Supply & installation of backup server for Pimpri Chinchwad New Town Development Authority office with 5 years of comprehensive maintenance

Schedule showing (approximately) the materials to be supplied from Pimpri-Chinchwad New Town Development Authority, stores for the work contracted to be executed and preliminary and ancillary works and the rates at which they are to be charged for.

Sr. No.	Name of Material	Approximate Quantity	Unit	Rate at which material will be issued to the contractor		Place of delivery
				In figures 5	In figures 6	
1	2	3	4			7
		<b>NIL</b>				

**Contractor**

**Executive Engineer (Elect.)**

**Chief Executive officer**

Contractor

No. of Corrections

Executive Engineer (ELECT)16



**SCHEDULE**  
**Memorandum showing items of work to be carried out**

Sr. No.	Description of Items	Units	Qty	Rate		Amount
				In figure	In words	
1	Supply & installation of backup server for Pimpri Chinchwad New Town Development Authority office with 5 years of comprehensive maintenance	Each	1	8,95,000/-	Rs. Eight Lakh ninty five thousand only	8,95,000/-

**Note 1:** All work shall be carried out as per specifications of the division or as directed.

Signature of Contractor

Signature of Executive Engineer (Elect.)

Payment Terms:-

- 1) 85% of tender amount will be released after successful installation and commissioning of backup server in PCNTDA office.
- 2) 3% of tender amount will be released every year from the date of completion.

## Term & conditions

1) Within 15 days of work order the successful bidder should submit the plan for execution of work. The successful bidder should submit the drawing and layout about the execution of work. The successful bidder should start the work only after getting the approval from PCNTDA.

2) In the event of any claim or demand being made or action being brought against the Purchaser for infringement or alleged infringement of patent rights in respect of any machine, plant, work or thing used or supplied as may be applicable in terms of the Contract, by the Contractor, under this Contract, or in respect of any method of using or working by the Purchaser of such machine, plant, work or thing, the Contractor shall indemnify the Purchaser from and against such claim or demand and all costs and expenses arising from or incurred by reasons of such claim whatsoever or demand. The Purchaser shall notify the Contractor immediately any claim is made and that the Contractor shall be at liberty if he so desires with the assistance of the Purchaser, if required, but at the Contractor's own expenses, to conduct all negotiations for the settlement of the same or any litigation that may arise there from and PROVIDED THAT no such machine, plant work or thing, as aforesaid, shall be used by the Purchaser for any purpose in any manner other than that for which they have been supplied and/or the works executed by the Contractor as specified under the Contract.

3) The security deposit will be forfeited

If the Bidder withdraws its bid or varies any terms & conditions, without the consent of the Employer, in regard thereto during the period of Bid validity specified by the bidder; or

(b) If the bidder indulges in Corrupt, Fraudulent, Collusive or Coercive practice(s)

(c) If the successful bidder fails to enter into Contract when required; or

(d) In the case of a successful Bidder, if the Bidder fails within the specified time limit to furnish the required Performance Security in accordance with tender document.

4) If the Contractor fails to deliver plant or any part / instalment thereof within the prescribed period for such delivery penalty equal to  $\frac{1}{2}$  (half) percent per week will be imposed on contractor. The aggregate amount of such penalty will not exceed 10 (ten) percent of the Contract Price.

5) In respect of all matters, which are left to the decision of the Engineer-in-Charge, if required, Engineer in charge gives the decision in writing thereon and such decision shall be final and binding on the Contractor.

6) If during the progress of the work, the Engineer-in-Charge shall decide and notify, in writing, to the Contractor that the Contractor has executed any unsound or imperfect work or has supplied any plant, material etc. as may be covered under the scope of the work, inferior in quality to that specified.

The Contractor, on receiving details of such defects or deficiency, shall at his own expense, within such time as may be reasonably necessary for making it good, proceed to alter, reconstruct or remove such work, or supply fresh materials up to the standard of the Specification.

After the period of 7 days of notice if contractor fails to do so, then penalty of Rs. 1000/- will be imposed on contractor.

7) During the maintenance period of 5 years, the contractor has to replace the faulty parts without any extra cost.

8) The time limit for the supply of the backup server will be 1 Month from the date of supply order given by PCNTDA.

10) Orders once placed should be delivered within the given time period and item should be door delivered including labour.

11) No extra charge for packing, forwarding and insurance etc. will be paid on the rates quoted.

12) The amount of Earnest Money paid by the tenderer(s) online whose tenders are not accepted will be returned to respective tenderer after 1 month of issuance of the work order to successful tenderer.

13) The supplies, materials etc. of inferior quality standard or of different specifications, etc. other than that ordered specified and/or incomplete or broken articles will not be accepted. The supplier has to replace the same at his own cost and risk.

14) In case of failure to replace the accepted and rejected articles from the supplies made, as mentioned in the conditions the loss will be recovered from the suppliers Security Deposit/Earnest Money or payment due of any bill(s) to the extent required.

15) Extension of time limit for supplies shall be considered by the Tender Inviting Officer. The extension so granted may be with levy of compensation for delay in execution of supply order up to Rs. 1000/day.

16) Supplier may ensure the goods at his own cost to safeguard the delivery of such goods dispatched by him to the consignee; the department will not be responsible for the damages or pilferage of goods during transit.

17) The rates both in words and figures without any corrections or over writing should be quoted in offer and in Schedule-B. Any over writing or rewriting should be duly countersigned.

18) The CEO PCNTDA reserves the right either to accept or reject any part or items found inferior in quality or workmanship.

19) PCNTDA will reserve full rights to open/consider the second envelop if and only if PCNTDA is satisfied with information contents in envelop No.1. The decision of the CEO PCNTDA regarding this will be final and shall be binding on tenderer.

20) The specimen of Agreement Bond will be provided along with letter of acceptance to the tenderer whose rates are accepted by the PCNTDA. The tenderer shall have to execute agreement in the prescribed form on stamp paper of appropriate value which should be submitted to the Electrical Section, PCNTDA within specified time. The agreement received under seal and signature of tenderer will become a legal agreement between the tenderer and the PCNTDA, which will be binding on tenderer within Pune jurisdiction.

21) The right to accept or reject whole or part of the tender or all tenders without assigning any reasons thereof is reserved by the CEO, PCNTDA.

**22) Successful supplier should provide the warranty of 5 years from Manufacturer for backup server. The supplier should submit the respective warranty certificate by manufacturer only, from the date of commissioning of backup server.** During the warranty period, the supplier should replace the material free of cost in case of any defect in any of backup server.

23) After receiving the supply order, successful supplier has to take approval from the Executive Engineer electrical PCNTDA, before the supply of backup server to PCNTDA.

24) The installation & commissioning of the backup server should be done by the supplier only. No extra payment will be given to supplier for installation & commissioning.

26) In case of Dispute or difference arising between the supplier and PCNTDA relating to any matter arising out of or connected with this supply of backup server to PCNTDA, such disputes or difference shall be settled in front and by Hon. Chairman, PCNTDA.

28) The details of backup server supply and/or other documents to be furnished by the Supplier are specified hereunder.

- a) Original copy of Supplier's invoices showing contract number, goods, description, quantity, unit price and total amount;
- b) Manufacturer's / Supplier's warranty certificate;

29) Supplier has to provide the user manual from the manufacturer with all the technical details with product specification.

30) During the period of maintenance of 5years, if there is a major fault in the backup server and time required for the rectification is more than 3 days, then the supplier should provide the equivalent backup server for the PCNTDA office.

31) During the period of maintenance of 5 years, if there is a major fault in the backup server which cannot be rectified, then the supplier should be provided the new backup server of same specification to PCNTDA office. No extra cost will be paid to supplier for such supply of new backup server. If supplier fails to do so then PCNTDA will terminate the agreement made with supplier. Further security deposit and the year wise bill will be forfeited by PCNTDA.

**SPECIFICATION OF BACKUP SERVER AND RELATED SOFTWARE:-**

INTEL XEON BRONZE 3106 (OCTA CORE) 1.7 MHz, TWO SOCKET RACK (2U) FORM FACTOR

Think System 16 TB TruDDR4 2666MHz (1Rx4 1.2V) RDIMM

1 TB 7200 RPM SATA HOT SWAP HDD

RAID 0/1/10/5/50 (RAID 530-8I PCIE) NO FOD NEEDED

5 YRS 24X7 4 Hr Response+ KYD

Think System 3x1 TB 7200 RPM SATA HOT SWAP HDD

WINDOW SERVER 2016 STORAGE ROKition ROK

**Affidavit ( on Rs.500/- Stamp Paper)**

I ..... age ..... address

..... (Authorized signatory to sign the contract), hereby submit, vide this

affidavit in truth, that I am the owner of the contracting firm ..... /

authorized signatory and I am submitting the documents in envelope no.1 for the purpose of

scrutiny of the contract. I hereby agree to the conditions mentioned below :-

1. I am liable for action under Indian Penal Code for submission of any false / fraudulent paper / information submitted in envelope no.1.

2. I am liable for action under Indian Penal Code if during contract period and defect liability period, maintenance period any false information, false bill of purchases supporting proof of purchase, proof of testing submitted by my staff, subletting company or by myself, I will be liable for action under Indian Penal Code.

3. I am liable for action under Indian Penal Code if any paper are found false / fraudulent during contract period and even after the completion of contract ( finalisation of final bill ).

**(Signature of contractor)**  
**(seal of company)**