

MAULANA AZAD NATIONAL URDU UNIVERSITY
(A Central University accredited 'A' Grade by NAAC)
GACHIBOWLI, HYDERABAD 500032



CPPP / ONLINE OPEN TENDER DOCUMENT FOR

**SUPPLY, INSTALLATION, COMMISSIONING AND TESTING OF SERVERS AND STORAGE
SERVER FOR CENTRE FOR INFORMATION TECHNOLOGY, MANUU, HYDERABAD**

TENDER DOCUMENT

***For Supply of Servers And Storage Server For Centre For Information Technology, MANUU,
Hyderabad***
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TENDER DOCUMENT CUM RATE CONTRACT AT A GLANCE

1.	Item details	Supply of Servers including Operating Systems (2 no's) and Storage Server(01 no's) for Centre for Information Technology, MANUU, Hyderabad
2.	Authority inviting tender	Registrar, Maulana Azad National Urdu University, (MANUU), Hyderabad
3.	Estimated cost of contract	Rs. 26.05 Lakhs (Rupees Twenty Six Lakhs and five thousand only.)
4.	Last date and time of submission of bids	31.05.2021 upto 3.00 PM
5.	How the bids should be submitted	Online on Central Public Procurement Portal (CPPP) of NIC, Government of India.
6.	Date and time of opening of technical bids	Will be notified on CPPP as per CPPP norms
7.	Date and time of opening of financial bids	Will be notified / updated later through CPPP
8.	Bid Validity Period	75 (seventy five) days from the last date of submission of bids

SECTION -1

NOTICE INVITING TENDER

Maulana Azad National Urdu University (MANUU), Hyderabad (a Central University established by an Act of Parliament) invites online bids under e-procurement method on two bid system (technical and financial) from the registered firms / OEM / authorized dealer for supply of Servers and Storage for Centre for Information Technology, MANUU, Hyderabad.

The document can be downloaded (free of cost) from the Government of India, Central Public Procurement Portal website www.eprocure.gov.in or from the University's website www.manuu.ac.in.

The bidding documents (technical bid and financial bid) duly filled-in as per the instructions contained in Section 2 of this document (Instructions to Bidders) along with scanned copy(ies) of required documents must be uploaded on CPP Portal on or before **31.05.2021** up to 03.00 PM.

Sd/- 6.5.21
REGISTRAR i/c.

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SECTION – 2

INSTRUCTION TO BIDDERS

2.1 General Instructions

- 2.1.1 For the bidding/ tender documents purposes, 'Maulana Azad National Urdu University' (MANUU) shall be referred to as 'Client' and the bidder / successful bidder shall be interchangeably referred to as 'Bidder'.
- 2.1.2 The invitation for bid is open to all registered firm / OEM / OEM authorization dealer registered Under GSTIN.
- 2.1.3 The bidding documents (technical bid and financial bid) must be uploaded on CPPP only.
- 2.1.4 While all efforts have been made to avoid errors in preparation of tender documents, the bidders are advised to check the same carefully. No claim on account of any error detected in the tender document shall be entertained.
- 2.1.5 The duly filled-in technical bid along with scanned copy of requisite supporting documents and financial bid should be uploaded online on CPPP as required under e-procurement method of Government of India.
- 2.1.6 Non-receipt of any of the required documents or bid with incomplete details will lead to rejection of tender
- 2.1.7 Each bidder shall submit only one bid against this invitation of tender. In case of receipt of more than one bid from same firms, both / all the bids will be disqualified at technical evaluation stage.
- 2.1.8 Bid containing conditional offers, offers with deviation from the conditions of contract, bids not meeting the eligibility criteria, technical bids not accompanied with Earnest Money Deposit Declaration or non-compliance of any other requirements stipulated in the tender documents are liable to be rejected.
- 2.1.9 No bid shall be withdrawn in the interval between the last date of submission of bids and expiration of the period of bid validity. In case of bids withdrawn after submission of bids and before award of contract within the bid validity period, the University shall blacklist such firm (s) for a period upto 2 years.
- 2.1.10 A bidder shall not have conflict of interest with other bidders. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
 - (a) they have controlling partner(s) in common; or
 - (b) they receive or have received any direct or indirect financial stake from any of them; or
 - (c) they have the same legal representative/ agent for the purpose of this bid; or
 - (d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder.
- 2.1.11 A prospective bidder may seek clarification in writing from the MANUU on the tender documents before one week of the due date of submission of bids.
- 2.1.12 At any time prior to the date of submission of bids, the MANUU may, whether its own initiative or in response to a clarification sought by a prospective bidder, amend bid documents by using corrigendum which shall be notified on the CPPP website and MANUU official website.

- 2.1.13 In case the amendments in the tender document, require revision in the bids already submitted by that time and there being inadequate time to revise the bids by the notified last date and time for submission of revised bids by the bidders, the date and time of submission of bids may be suitably extended at the discretion of the MANUU.

2.2 EMD Declaration Certificate:

- 2.2.1 The firms should submit EMD Declaration Certificate on the firms letterhead and upload on CPPP along with Technical bid document.
- 2.2.2 In Case of submission of declaration of exemption from EMD, and if the firm did not complete the contract or denies / withdrawing during the bid validity period, MANUU shall have the right to blacklist the firm upto 2years for all MANUU tenders with effect from issue of such notification.

2.3 Minimum Eligibility Criteria

- 2.3.1 The bidder shall be a registered firm / Original Equipment Manufacturer / OEM Authorized Dealer.
- 2.3.2 The firm shall submit the EMD Declaration Certificate as per Annexure – IV.
- 2.3.3 Bidders shall have to meet the following pre-qualification criteria:

- (a) **Turnover:** The Minimum average annual financial turnover of the bidder during the last 3 years, ending on 31st March 2020 of the previous financial year, should be Rs.13,02,500/- as indicated in the bid document. Documentary evidence in the form of certified audited Balance Sheets of relevant periods or a certificate from the chartered accountant / cost accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case of the date of constitution / incorporation of the bidder is less than 3 years old, the average turnover in respect of the completed financial year after the date of constitutions shall be take into account for this criteria.

and

(b) Commercial Experience:

- (i) Should have supplied the items (Laptops/Desktops/Workstations/servers/ Storage Server) against three purchase orders worth Rs. 11,72,250/- each during the last five years

or

- (ii) Should have supplied the items (Laptops/Desktops/Workstations/servers/ Storage Server) against two purchase orders worth Rs. 10,42,000/- each during the last five years.

or

- (iii) Should have supplied the items (Laptops/Desktops/Workstations/servers/ Storage Server) against one purchase order worth Rs. 9,11,750/- during the last five years.

and

- (c) **Past Experience:** The firm should have supplied similar items i.e (Workstation/Servers) in each financial years during the preceding last three years ending 31st March, 2021.

- 2.3.4 The bidder shall submit Original Equipment Manufacturer Certificate.

- 2.3.5 Bidder should not have suffered any financial loss for more than one year during the preceding three years ending 31st March, 2020.
- 2.3.6 Bidder should not have been blacklisted on any score by any Government Department/ Autonomous Body/ Public Sector Undertaking. Any information in this regard subsequently found to be incorrect after submission of bid or award of contract will entail rejection of the bid or cancellation of Award of Contract as the case may be.
- 2.3.7 Only those bidders shall be treated as eligible to participate in the bidding process who, through their letter of submission of bid (Bid Cover Letter), declares as under:
- (i) No benefit shall be offered to the employees of the Client's organization which are not legally available to them and also no offence shall be committed under Prevention of Corruption Act, 1988 or Indian Penal Code, 1860;
 - (ii) No undisclosed agreement or understanding with other bidders shall be entered into with respect to prices, certifications etc.;
 - (iii) No payment has been made to any agent/ broker or any other intermediary for this bidding;
 - (iv) No transgression has been committed in the past with any other organization in India or abroad that may impinge on the anti-corruption principle.
- 2.3.8 In proof of having fulfilled the minimum eligibility criteria mentioned at clauses 2.3.1 to 2.3.6, the legible scanned copies of the following self attested documents/ information must be uploaded with the technical bid:
- (a) Each copy of GSTIN, certificate of Incorporation issued by the Registrar of Companies and firm registration certificate.
 - (b) Copies of audited Balance Sheet and Profit & Loss Account of the firm for the years 2017-2018, 2018-2019 and 2019-2020.
 - (c) Copies of work orders in support of information required at clause 2.3.3 of the tender document.
 - (d) EMD Declaration Certificate and Non-blacklisted declaration certificate).
- 2.3.9 This Request for Proposal (RFP) is issued with no financial commitment and the MANUU reserves the right to change or vary any part thereof or foreclose the procurement process at any stage. The MANUU also reserves the right to disqualify any vendor, if warranted, at any stage.

2.4 Bid Validity Period

- 2.4.1 Bids shall remain valid and open for acceptance for a period of 75 (seventy days) from the last date of submission of bids.
- 2.4.2 The University may, without assigning any reason, request for extension of bid validity for another period of 30 (thirty) days without any modification in the bid already submitted.

2.5 Submission of Technical Bid

- 2.5.1 Technical Bid should be submitted online on Government of India's Central Public Procurement (CPP) Portal in the form prescribed at Annexure-II of this tender document.
- 2.5.2 The following documents shall comprise the Technical Bid:
- (a) Technical Bid Submission Letter (Bid Cover Letter) in the form prescribed at Form-1 inter alias containing the declaration required at clause 2.3.8. The letter should be printed on company's letter head and signed by the authorized signatory.

- (b) Duly filled-in and signed Annexure-II containing information required.
- (c) Scanned copy of all the supporting documents as required in clause 2.3.1 to 2.3.6
- (d) Scanned copy of EMD Declaration and Non-blacklisted declaration certificate.

2.6 Submission of Financial Bid

- 2.6.1 Financial bid should be submitted online (CPP Portal) in the 'Financial Bid Submission' Form prescribed at Annexure - III.
- 2.6.2 Financial Bid should be as per the online CPP format (sample indicated at Annexure – III) only.

2.7 Opening of Technical Bids

- 2.7.1 Bids will be opened online only. The bid document received through CPPP /Online shall be opened on next day after 03:00P.M. by the duly authorized Committee for technical evaluation.
- 2.7.2 In case, the date fixed for opening of bids is subsequently declared as holiday by the Government / University, the bids will be opened on next working date with time online only.
- 2.7.3 After opening of technical bids, a preliminary scrutiny would be conducted to ensure that EMD Declaration and other documents as required in clause 2.5.2 are furnished. The bids found deficient in these requirements shall be declared invalid and such bids will not be considered further for technical evaluation.
- 2.7.4 The bidders whose technical bids are otherwise found valid shall be termed as responsive bidders. The detailed evaluation of technical bids of such responsive bidders will be carried out later.

2.8 Technical Bid Evaluation

- 2.8.1 The technical bids shall be evaluated based on the documents submitted by the bidders in totality as required under clause 2.5.2 above. To assist in the examination, evaluation, comparison of the bids and qualification of the bidders, the MANUU may, at its discretion, ask any bidder for a clarification on existing documents on its bid. Any clarification submitted by a bidder that is not in response to a request by the MANUU shall not be considered. The MANUU's request for clarification and the response shall be in writing.
- 2.8.2 If a bidder does not provide clarifications of its bid on the date and time set by University request for clarification, its bid may be rejected.
- 2.8.3 MANUU also reserves its right to seek confirmation / clarification on the supporting documents submitted by the bidder from the agency(ies) issuing such document(s).
- 2.8.4 The online bid opening, evaluation, award of contract etc will be made as per CPPP norms only.

2.9 Opening of Financial Bids

- 2.9.1 The financial bids of all the technically qualified bidders shall be opened online through e-procurement method (CPP Portal) on the appointed date and time through the authorized officials.
- 2.9.2 Mere becoming the lowest bidder, prior to financial bid scrutiny will not give any right to the lowest bidder to claim that he is successful in the bidding process. The successful bidder (L1) shall be decided only after following due procedure.

2.10 Financial Bid Evaluation

- 2.10.1 The evaluation of financial bids shall be made on L-1 quoted rates. In case of discrepancy / difference of opinion on GST rates, the University shall decide the lowest quotation on verification of the relevant rule of the GST Act vis-a-vis supporting document provided by the bidders in respect of the claim for the GST. In case of ambiguity on percentage of GST applicable, the University will award the contract on the basic price i.e excluding GST quoted in the online price bid. The decision of the University shall be final and binding in this regard. The items are exclusively for the MANUU for education and research purpose only and not for commercial use. MANUU does not possess any certificate for exemption or reduction in GST.
- 2.10.2 The bidder(s) whose financial bid(s) are found to be lowest in terms of clause 2.10.1 above shall be declared as successful and Award of Contract(s) shall be issued accordingly.
- 2.10.3 In case of two or more firms quoting the same lowest rates, all such firms only will be asked to submit fresh financial quotations (offline) for such items only on short notice.

2.11 Right of Acceptance

- 2.11.1 Maulana Azad National Urdu University, Hyderabad reserves the right to accept or reject any bid and to cancel the bidding process and reject all bids (including the lowest) at any time prior to award of contract without incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders for the University action. The decision of the competent authority of the University in this regard shall be final and binding.
- 2.11.2 In the event of L1 bidder not being capable of supply of Servers / Storage Server in entirety as per notified specifications within the stipulated time frame as required by the University, the competent authority of the University reserves the right to award the same to L2 bidder at accepted L1 rate if he agrees to do so. Otherwise the offer will pass on to L3 bidder and so on. The decision of the University in this regard will be binding on the bidders.
- 2.11.3 In case of failure to comply with the provisions of the terms and conditions mentioned, by the agency that has been awarded the contract, the competent authority of the Maulana Azad National Urdu University reserves the right to award the contract to the next higher or lower bidder and the difference of price shall be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the bidders.

SECTION-3 SCHEDULE OF REQUIREMENTS

This Schedule of Requirement contains the details of supply of Servers and Storage Server to be supplied by the firms at Centre for Information Technology, MANUU and other relevant information and instructions in this regard.

3.1 **Supply of Servers and Storage Server:**

3.1.1 The supply of Servers and Storage Server shall be carried out by the intending bidder and would be paid by the University.

3.2 **General Instructions to the bidders:**

3.2.1 **Specification & Requirement:** The specifications and allied technical details of Server and Storage Server shall be as follows:

3.2.1(a) **SERVERS : 2 No's**

Specification	Specification Name	Required
Processor	Processor Make	Intel Xeon
	Number of Cores perProcessor	10
	Processor Base Frequency(GHz)	2.2
	Total Cache (L1+L2+L3)(MB)	13.75
Motherboard	Maximum number of Socketsavailable on Server	2
	Maximum number of Socketspopulated with Processors available on Server	2
Memory	Type of RAM	DDR4 SDRAM with ECC
	DDR SDRAM Size(GB)	64.0
SSD Storage Server	Type of Interface for SSD	SATA
	Total Capacity Offered withSATA SSD (GB)	960.0
HDD Storage Server	Type of Interface for HardDisk Drive	SATA
	Total Storage Server Capacity offeredwith SATA Drive (GB)with NL SAS Drive (GB)	4000.0
Optical Drive	DVD RW Drive	1
RAID	No of RAID Controller Ports	8
	Speed of RAID Controller Ports(Gbps)	12
	RAID Level Support	RAID 0, 1, 5, 6, 10
Ports & Interfaces	Number of NetworkingInterface Cards (LAN)	2
	Total Number of EthernetPorts required in Server	2x10G with SFP+, 2x1G
	Maximum no's of 10G SFP+ transceivers populated with ports on servers	2
	USB Ports	2 USB 3.0 Ports (front) and Minimum 2 USB 3.0 ports (rear end)
OS Certifications	Certifications/Compliance (OS)	Windows Server 2016 and above, Red Hat Linux, Suse Linux, Ubuntu
	Windows Server 2019 standard 64 bit Paper License	1
Features	Management Features: Remoter power On/ Shutdown of server,, Remote Management of Server over LAN & WAN with SSL encryption through gigabit management port,, Shouldhave virtual Media support with all required licenses., Remote KVM, Server Health Logging, Out of Band	Should comply all the features

	Management Security Features : Secure Boot(Firmware and Bios Level Security), Provision to lock the system on breach, Hardware root of trust/Dual Root of Trust, Server should provide policy based security, Server should provide server intrusion detection,, "Malicious Code Free design" (to be certified by OEM)	
Generic	Power Supply	Platinum 550W (Hot plug PSU with full redundancy option)
	Form Factor	Rack-mount server with tool-less chassis and with Rack mount kit with Sliding rails and accessories for tool-less mounting in 4-post rack
Warranty	On Site OEM Warranty (Year)	5

3.2.1(b) STORAGE SERVER: 1 No's

Specification	Specification Name	Required
Processor	Processor Make	Intel
	Number of Cores perProcessor	8
	Processor Base Frequency(GHz)	2.1
	Total Cache (L1+L2+L3)(MB)	11.0
Motherboard	Maximum number of Socketsavailable on Server	2
	Maximum number of Socketspopulated with Processors available on Server	2
Memory	Type of RAM	DDR4 SDRAM with ECC
	DDR SDRAM Size(GB)	32.0
HDD Storage Server	Type of Interface for HardDisk Drive	SATA
	Total Storage Server Capacity offeredwith SATA Drive (GB)with NL SAS Drive (GB)	20480.0 usable capacity (in RAID 5) using 6 no's of 4TB SATA Drives
Optical Drive	DVD ROM Drive	1
RAID	No of RAID Controller Ports	8
	Speed of RAID Controller Ports(Gbps)	12
	RAID Level Support	RAID 0, 1, 5, 6, 10
Ports & Interfaces	Number of NetworkingInterface Cards (LAN)	2
	Total Number of EthernetPorts required in Server	2x10G with SFP+, 2x1G
	Maximum no's of 10G SFP+ transceivers populated with ports on servers	2
	USB Ports	2 USB 3.0 Ports (front) and Minimum 2 USB 3.0 ports (rear end)
OS Certifications	Certifications/Compliance (OS)	Windows, Red Hat Linux, Suse Linux, Ubuntu
	Windows Server 2019 standard 64 bit Paper License	1
Features	Management Features: Remoter power On/ Shutdown of server,, Remote Management of Server over LAN & WAN with SSL encryption through gigabit management port,, Shouldhave virtual Media support with all required licenses., Remote KVM,	Should comply all the features

	Server Health Logging, Out of Band Management Security Features : Secure Boot(Firmware and Bios Level Security), Provision to lock the system on breach, Hardware root of trust/Dual Root of Trust, Server should provide policy based security, Server should provide server intrusion detection,, "Malicious Code Free design" (to be certified by OEM)	
Generic	Power Supply Efficiency	Platinum
Warranty	On Site OEM Warranty (Year)	5

3.2.2 The supply of the said items should to be made within a period of **45 days** from the date of award of contract (AOC) (excluding the date of contract and excluding the date of supply).

3.2.3 The firms may also quote for higher / superior specifications. However, the criteria for requirement would be based on the actual specifications mentioned in this tender document

3.2.3. **Make in India Preferences:** Preference to Make in India Products (for bids <200 crores): Preference shall be given to Class 1 local supplier as defined in Public Procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent orders / Notification issued by concerned Nodal Ministry for specific Good / Products. The minimum Local content to qualify as a Class 1 local supplier should be 50%. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs. 10 crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is CA company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make in India) order 2017 dated: 04.06.2020. only class-1 and class-2 local supplier as per MII order dated: 04.06.2020 will be eligible to bid. **Non-Local suppliers as per MI order dated: 04.06.2020 are not eligible to participate.** However, eligible Micro and Small Enterprises will be allowed to participate. In case Buyer has selected Purchase Preferences to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

3.2.4. **Availability of Service Centre:** Bidder/OEM must have a functional service centre in Hyderabad, Telangana.

3.2.5 **Escalation Matrix for Service Support:** Bidder / OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

SECTION 4

GENERAL CONDITIONS

4.1 Confidentiality:

- 4.1.1 The bidder shall take all precautions not to disclose, divulge and / or disseminate to any third party any confidential information, proprietary information related to University. The obligation is not limited to any scope and the contractor shall be held responsible in case of breach of the confidentiality of University information.
- 4.1.2 If the Contractor receives inquiries from any person or outside agencies including Press / Media, the same shall be referred by the Contractor to University immediately on receipt of such queries.

4.2 Performance Security:

- 4.2.1 The selected firms should submit 3% of value of Award of Contract (AOC) as Performance Security preferably in the form of D.D / Bank Guarantee in favour of MANUU payable at Hyderabad which would be released (without interest) after supply of material as per specifications and after fulfilling of all tender obligations. In case, the goods supplied are under warranty, the 3% Performance Security will be released after 60 days of completion of warranty period and all tender obligations.
- 4.2.2 If the contractor is called upon by the competent authority of the University to furnish Performance Security and the contractor fails to provide the said security within the period and in the form specified at clause 4.2.1 above, such failure shall constitute a breach of the contract and the Client shall be entitled to make other arrangements at the risk, cost and expense of the contractor.
- 4.2.3 The Performance Security so furnished should remain valid for a period of 60 (sixty) days from the completion of the all tender obligations.
- 4.2.4 The Bank Guarantee will be forfeited and credited to University account in the event of any breach or negligence or non-observance of any terms / conditions of contract or for unsatisfactory performance or for non-commencement of work after issue of 'Notice to Proceed'.
- 4.2.5 On due performance and completion of the order in all respects, the Performance Security will be returned to the firm / bidder without any interest on presentation of an absolute No Demand Certificate. However, such portion of the said Performance Security, as may be considered by the University sufficient to cover any incorrect or excess payment made on the bills to the firm, shall be retained until the final report on the account of firm's bill has been received and examined.

4.3 Payments:

- 4.3.1 All payments for supply of Servers and Storage Server shall be made to the bidder as per the rates quoted by the contractor in the financial bid / price schedule (Form-3) and accepted by the University.
- 4.3.2 No price escalation, other than the revision in applicable taxes as notified by the Central / State Government from time to time, shall be entertained by the University.

- 4.3.3 **Payment:** 100% payment after receipt of the goods, inspection, installation (if any) at concerned office site in good condition and acceptance by the consignee, within 30 (thirty) days provided the successful bidder should have been furnished the 3% Performance Guarantee.
- 4.3.4 University shall make deductions on account of Goods & Services Tax (GST) and Income Tax or any other deductions as made applicable by the laws promulgated by the Government of India or the State Government of Telangana, as the case may be, from any payments made to the bidder, and the amount so deducted shall be deemed to be a payment made to the bidder. The Client shall provide a certificate certifying the deductions so made.
- 4.3.5 All payments by the University to bidder shall be made by means of NEFT / RTGS / PFMS in the bank account of the bidder.
- 4.3.6 Neither payment shall be made in advance nor shall any loan from any bank or financial institution be recommended by the University in favour of the bidder on the basis of the order of award of work.

4.4 Disclaimer

- 4.4.1 The relatives / near relatives of employees of the University are prohibited from participation in this bid. The near relatives for this purpose shall be one who is related to the other in the manner as husband, wife father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law).

4.5 Termination of Award of Contract:

- 4.5.1 The University may, without prejudice to any other remedy, for breach of contract / order, by written notice of default sent to the firm, terminate the contract / order in whole or part at the risk and cost of the defaulting firm:
- (a) If the firm fails to execute the supply of all the materials of desired quality and quantity within the stipulated period(s) as specified in the order or within any extension thereto granted by the University;
 - (b) If the supplier fails to perform any other obligation(s) under the contract / order.

4.6 Governing laws and settlement of dispute

- 4.6.1 This contract shall be governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the courts in Hyderabad.
- 4.6.2 Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this contract) arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not resolved by discussions as aforesaid within a period of 30 days, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the University in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and rules made there under including any modifications, amendments and future enactments thereto. The venue for the arbitration will be Hyderabad and the decision of the arbitrator shall be final and binding on both the parties.

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SECTION 5

SPECIAL CONDITIONS OF CONTRACT

The Special Conditions of Contract shall supplement the "Instructions to Bidders" and "General Conditions of Contract" as contained in Sections 2 and 4 respectively.

5.1 Indemnification:

- 5.1.1 The contractor shall completely indemnify and keep the University indemnified against all liabilities, losses, damages, penalties, awards, decrees arising out of litigation/ claims/ application initiated against the University.
- 5.1.2 University shall be vested with the sole discretion to determine damages / losses suffered on account of wrongful act or negligence by the bidder and deduct the same from the dues payable from performance security by way of initiating suitable legal action against the bidder at any point of time.

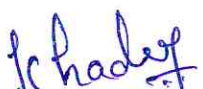
5.2 Penalties:

- 5.2.1 Failure to supply the items (Servers and Storage Server) as per Schedule of Requirements including any subsequent addition/ reduction made thereto within the period stipulated in clause 3.2.2 shall entitle the Procuring Entity (MANUU) to charge liquidated damages @ ½% (half percent) **per day** on the quantity undelivered within the prescribed time frame covered in the Award of Contract, subject to a maximum of 5% (five percent), after expiry of the stipulated time period of the supply unless extension is obtained in writing from the University on Valid ground before expiry of delivery period.
- 5.2.2 If the deliveries are not ensured forcing the Procuring Entity to buy the materials at the supplier's risk and cost from elsewhere, the loss or damage that may be sustained thereby would be recovered from the defaulting supplier.

5.3 Force Majeure obligations of the supplier:

- 5.3.1 In the event of "Force Majeure", as soon as reasonably practicable but not more than 48 (forty eight) hours following the occurrence of such an event, the printer and supplier shall notify the University of the event of Force Majeure stating inter alia the anticipated period of Force Majeure during which the required services are likely to remain affected and also the measures which the affected party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected.

Note:- "Force Majeure" shall mean any event beyond the control of the printer and supplier, which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, any natural calamities, strike, unlawful lockout, riot, terrorist act etc.



SECTION 6

PRICE SCHEDULE (FINANCIAL BID)

6.1 Form

- 6.1.1 The Price Schedule (Financial Bid) shall be submitted in the form prescribed at Annexure-III through CPPP only.

6.2 Other terms

- 6.2.1 The price quoted by the bidder / firm in the price schedule shall be as per unit inclusive of GST, other taxes or cess or any other charges as may be levied by the Central / State Government from time-to-time. However, unit price, taxes/ cess and other charges, if any, should be shown separately in the schedule.
- 6.2.2 In addition to the applicable taxes/ cess, the rates quoted by the bidder shall be inclusive of all the charges. All figures shall be in Indian Rupees Only.
- 6.2.3 No price escalation, other than the revision in applicable taxes as notified by the Central / State Government from time to time, shall be entertained by the Client during the period of contract including the extended period, if any.
- 6.2.4 If a Firm / Company quotes NIL rates (zero), the bid shall be treated as unresponsive and will not be considered.
- 6.2.5 The bidders shall have to ascertain the exact percentage of GST applicable on each of the items while quoting the rates in the financial bid (Annexure-III). In case of discrepancy/difference of opinion on GST rates, the University shall decide the lowest quotation on verification of the relevant rules of the GST Act vis-à-vis supporting documents provided by the bidders in respect of the claim for the GST. The decision of the University shall be final and binding in this regard.



SECTION 7

FORMS

Annexure-I	Bid Cover Letter
Annexure-II	Technical Bid Submission Form
Annexure-III	Financial Bid Submission Form
Annexure-IV	EMD Declaration Certificate
Annexure-V	Non – Blacklisted Declaration Certificate
Annexure-VI	Compliance Report

ANNEXURE-I

BID COVER LETTER
(To be written on the letter head of company)
[Ref. clause 2.3.8 & 2.5.2(a)]

To

The Registrar,
Maulana Azad National Urdu University,
Gachibowli,
Hyderabad 500032

Ref: Invitation for bid vide MANUU's Tender No..... dated for Supply of Servers and Storage Server for centre for information technology, MANUU, HYDERABAD.

Sir,

We, the undersigned, declare that:

1. We have examined and have no reservations to the bidding documents, including corrigendum/ addenda issued, if any, in accordance with Instructions to Bidders.
2. We offer to execute in conformity with the bidding documents for supply of Servers and Storage Server at Various Departments / Sections of the MANUU, Hyderabad.
3. Our bid shall be valid for a period of 75 days from the date fixed for the bid submission deadline in accordance with the bidding documents and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. If our bid is accepted, we commit to submit a performance security in accordance with the bidding documents.
5. Government of India or any State Government or other Public Sector units or Govt Autonomous Bodies have not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.
7. We also declare that
 - (i) No benefit shall be offered to the employees of the Client's organization which are not legally available to them and also no offence shall be committed under Prevention of Corruption Act, 1988 or Indian Penal Code, 1860;
 - (ii) No undisclosed agreement or understanding with other bidders shall be entered into with respect to prices, certifications etc.;
 - (iv) No payment has been made to any agent/ broker or any other intermediary for this bidding;
 - (v) No transgression has been committed in the past with any other organization in India or abroad that may impinge on the anti-corruption principle.

Yours sincerely,

(Authorized Signatory)
Full Name and Designation
Company's Seal



ANNEXURE-II**TECHNICAL BID SUBMISSION FORM**
(Ref. clause 2.5.1)

1.	Name of the company	M/s.
2.	Address of the Company along with Telephone/ Mobile No., e-mail ID, website address etc.	
3.	EMD Declaration Certificate as per Annexure – IV	(upload scanned copy)
4.	Details of GST Certificate	(upload scanned copy)
5.	Bidder Turnover: Average Annual Turnover of Rs. 13,02,500/- during the preceding last three years (Attach scanned copy of audited balance sheet and Profit & Loss Account for these years) as per clause No. 2.3.3 (a).	(upload scanned copy)
6.	Commercial Experience: (Ref. Clause 2.3.3 (b) -Attach scanned copy of purchase orders) I. Should have supplied the items (Desktops/Workstations / servers / Storage Server) against three purchase orders worth Rs. 11,72,250/- each during the last five years or II. Should have supplied the items (Desktops/Workstations / servers / Storage Server) against two purchase orders worth Rs. 10,42,000 /- each during the last five years. or III. Should have supplied the items (Desktops/Workstations / servers / Storage Server) against one purchase order worth Rs. 9,11,750 /- during the last five years.	(upload scanned copy)
7.	Past Experience: The firm should have supplied either of these items (ie Workstations/Servers) in each financial year during the preceding last three years ending 31 st March, 2021. Supporting documents for each financial year may be uploaded.	2018-19 Yes / No 2019-20 Yes / No 2020-21 Yes / No (upload scanned copies)
8.	OEM authorization certificate for the product quoted	Yes / No (upload scanned copy)
9.	Compliance Report of Technical Specifications	Yes / No
10.	Escalation Metrics for service support	upload scanned copy
11.	Availability of Service Centre in Hyderabad	Yes / No
12.	Whether the firm claims Purchase Preference under Make In India (MII)? If Yes, documentary proof for Local Content by Statutory Auditor or Cost Auditor or Practicing Cost Accountant or Practicing Chartered Accountant giving the percentage of local content in Servers and Storage Server.	Yes / No If Yes, Documentary Proof.
13.	Has the Company ever been declared ineligible or blacklisted by any authority?	Yes / No Self declaration as per annexure- V to be uploaded
14.	Upload signed and stamp copy of Annexure I & Annexure – II	(upload scanned copy)
15.	Any other relevant information	

DECLARATION

- I / We hereby declare that the information furnished above are true and based on available documentary evidences. In case, any of the information furnished above, either in full or in part, is at any stage, found to be incorrect, our bid shall stand canceled or if contract has been awarded, the same shall stand terminated.
- That the firm has carefully read and understood the tender document and **agrees with all the terms and conditions** of the tender.

(Authorized Signatory)
 Full Name and Designation
 Official Seal

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ANNEXURE-III**FINANCIAL BID SUBMISSION FORM**

(Ref. Clauses 2.6.1 & 2.6.2)

(To be filled Online only as per the CPPP format)

Name of the Bidder/ Bidding Firm / Company :								
PRICE SCHEDULE (DOMESTIC TENDERS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY) (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)								
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder in Rs. P	GST Amount on Item Qty x Basic Rate in INR Rs. P	TOTAL AMOUNT Without Taxes col (13) = (4) x (7) in Rs. P	TOTAL AMOUNT With Taxes col (14) = sum (8) to (13) in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	7	9	13	14	15
1	Supply, Installation, Commissioning and Testing of Servers and Storage Server							
1.1	Servers	02	nos			0.00	0.00	INR Zero Only
1.2	Storage Server	01	nos			0.00	0.00	INR Zero Only
Total in Figures						0.00	0.00	INR Zero Only
Quoted Rate in Words								

To be filled online only

ANNEXURE-IV

FORMAT FOR SUBMISSION OF EMD DECLARATION

(On the firm letter head and upload on CPPP)

FORMAT FOR SUBMISSION OF EMD DECLARATION

This is to certify that M/s..... (name of the firm) having registered office at (address of the firm) request for exemption for submission of EMD against the tender No.....dt..... as per the provision of Government of India O.M. No. F.9/4/2020-PPD, dated: 12.11.2020.

We, further declare that, if we withdraw or modify our bid during period of validity / extended period of validity, we are aware that MANUU will suspend our firm from participation in any tender(s) pertaining to MANUU for a period of two years from the date of this declaration.

ANNEXURE-V

FORMAT FOR SUBMISSION OF DECLARATION OF NON-BLACKLISTING

(On the firm letter head and upload on CPPP)

DECLARATION OF NON-BLACKLISTING

We, M/s..... (name of the firm) having registered office at (address of the firm) do hereby declare that as on the tender publication date (Tender No. dated:), our firm has not been blacklisted by any Govt. / PSU / Statutory Bodies at any point of time and should not have any pending compliant.



ANNEXURE-VI**COMPLIANCE REPORT****SERVERS: 2 No's****Make:****Model:**

Item	Minimum Tender Specifications	Compliance (Yes/No)
Processor	2x Intel Xeon (2.2GHz/10-core/13.75 MB Cache) Processor	
Motherboard	Is Motherboard Sockets are populated with 2 Processor	
Memory	64GB (DDR4) Memory, should support 16 DIMMs slots with Maximum expandability upto 1 TB. Is Genuene OEM memory is installed for system reliability.	
HDD Bays	Front drive bays: Up to 10 x 2.5" SAS/SATA (HDD/SSD) with up to 4 NVMe SSD max 76.8TB or up to 4 x 3.5 SAS/SATA HDD max with DVD+RW Drive	
HDD,SSD and Optical drive	Is Bays Populated with 1 x 960 GB SSD + 4 TB SATA HDD + DVD RW Drive	
RAID Controller	It should support Integrated or add-on PCIe 3.0 based 12Gbps SAS Raid Controller with RAID 0, 1, 5, 6, 10 support	
Network	2x10G with SFP+, 2 x 1G Interfaces; Is 2 No's of Back end SFP+ ports are populated with 10G Transceivers	
Ports & Interfaces	USB 3.0 support 4 total: 2 front, 2 rear	
Operating System	Should Support Windows Server 2016 and above, Red Hat Linux, Suse Linux, Ubuntu. Is Windows Server 2019 standard 64 bit paper license included	
Features	Management Features: Remoter power On/ Shutdown of server,, Remote Management of Server over LAN & WAN with SSL encryption through gigabit management port,, Should have virtual Media support with all required licenses., Remote KVM, Server Health Logging, Out of Band Management Security Features : Secure Boot(Firmware and Bios Level Security), Provision to lock the system on breach, Hardware root of trust/Dual Root of Trust, Server should provide policy based security, Server should provide server intrusion detection, "Malicious Code Free design" (to be certified by OEM)	
Form Factor	Rack-mount server with tool-less chassis and with Rack mount kit with Sliding rails and accessories for tool-less mounting in 4-post rack	
Power Supply	Platinum 550W (Hot plug PSU with full redundancy option)	
Fans	Is Redundant hot-plug system fans available	
Industry Standard Compliance	ACPI 6.1 Compliant, PCIe 3.0 Compliant, PXE Support, Energy Star,UEFI 2.6,SMBIOS 3.1,Redfish API,SNMP v3, TLS 1.2 DMTF Systems Management Architecture	
Warranty	Is 5 years on-site OEM warranty included	

Storage Server: 1 No's**Make:****Model:**

Item	Minimum Tender Specifications	Compliance (Yes/No)
Processor	2x Intel Xeon (2.1GHz/8-core/11.0 MB Cache) Processor	
Motherboard	Is Motherboard Sockets are populated with 2 Processor	
Memory	32GB (DDR4) Memory, should support 16 DIMMs slots with Maximum expendable upto 1 TB. Is Genuine OEM memory is installed for system reliability.	
HDD and Optical drive	Is Bays Populated with 20 TB SATA HDD usable capacity (in RAID 5) + DVD RW Drive	
RAID Controller	It should support Integrated or add-on PCIe 3.0 based 12Gbps SAS RAID Controller with RAID 0, 1, 5, 6, 10 support	
Network	2x10G with SFP+, 2 x 1G Interfaces; Is 2 No's of Back end SFP+ ports are populated with 10G Transceivers	
Ports & Interfaces	USB 3.0 support 4 total: 2 front, 2 rear	
Operating System	Should Support Windows Server 2016 and above, Red Hat Linux, Suse Linux, Ubuntu. Is Windows Server 2019 standard 64 bit paper license included	
Features	Management Features: Remoter power On/ Shutdown of server,, Remote Management of Server over LAN & WAN with SSL encryption through gigabit management port,, Should have virtual Media support with all required licenses., Remote KVM, Server Health Logging, Out of Band Management Security Features : Secure Boot(Firmware and Bios Level Security), Provision to lock the system on breach, Hardware root of trust/Dual Root of Trust, Server should provide policy based security, Server should provide server intrusion detection, "Malicious Code Free design" (to be certified by OEM)	
Form Factor	Rack-mount server with tool-less chassis and with Rack mount kit with Sliding rails and accessories for tool-less mounting in 4-post rack	
Power Supply	Is Platinum 550W (Hot plug PSU with full redundancy option) included	
Fans	Is Redundant hot-plug system fans available	
Industry Standard Compliance	ACPI 6.1 Compliant, PCIe 3.0 Compliant, PXE Support, Energy Star,UEFI 2.6,SMBIOS 3.1,Redfish API,SNMP v3, TLS 1.2 DMTF Systems Management Architecture	
Warranty	Is 5 years on site OEM warranty included	