



VISVA-BHARATI
Central Library
(Visva-Bharati Library Network)

Memo No. CL/ 1199 /2019-20(GNet/771)

Date: 17 February 2020

Seeking Quotation for the following items

LAST DATE OF SUBMISSION	28 February 2020
HOURS (I.S.T.)	4.30pm

1. Required Specification of Storage: -

- a) HPE MSA 2050 SAN Dual Controller LFF Storage 1
- HPE MSA 4TB 12G SAS 7.2K LFF (3.5in) Midline 1yr Warranty Hard Drive 4
- HPE MSA 16Gb Short Wave Fibre Channel SFP+ 4-pack Transceiver 1
- HPE MSA Advanced Data Services Suite E-LTU 1
- HPE 3Y FC 24x7 MSA Adv Data Svcs LTU SVC 1
- HPE Premier Flex LC/LC Multi-mode OM4 2 fiber 5m Cable 4
- SN1100Q 16G Dual port HBA 1
- b) Our existing server and storage are of HP make and i.e. to match with the existing and proposed new Storage and Server is invariably will of HP make. Therefore, the vendors are requested to quote the price is of HP make only. The specification and model of the existing HP storage and Server are as noted below;
 - Existing **Server:** - HP DL 380 Gen9 8SFF CTO Server
 - Existing **Storage:** - Model-HO Storage Works P2000
 - HDD:- 9 TB
- c) without any distribution of existing setup, New storage should be installed and connect to the old server with the NAS. This may also be noted that during installation, the existing setup will not be discontinued in any way.
- d) Vendor will be responsible for any type of Data loss/ data crash and other damage of the data bases during Installation.
- e) Vendors are also requested to quote the rate including Installation and Other Charges mention separately.

2. **Responsibility for executing supply:**

The supplier is fully responsible for the execution of supply order in all respect in accordance with the terms & conditions as specified in the acceptance of tender. Supplier shall not sublet, transfer, assign the contract or any part thereof without the written permission of the University Librarian (Acting), Visva- Bharati, Santiniketan-731235, West Bengal. In the event of the contractor/supplier contravening the condition, the library authority, Visva- Bharati, Santiniketan-731235, West Bengal reserves the right to place the contract elsewhere on the contractor/supplier account at his risk and contractor/supplier shall be liable for any loss and damage, which the library authority, Visva- Bharati, Santiniketan-731235, West Bengal may sustain in consequence for arising out of such replacing of the contract.

If the supplier fails in fulfilling above mentioned terms & conditions, such failure will constitute a breach of the contract and the university/library authority, Visva- Bharati, Santiniketan-731235, West Bengal shall be reserving the right to make other arrangement at the risk and expense of the supplier.

3. **Essential Qualification Requirements: The following shall be the minimum eligibility criteria for selection of bidders technically.**

- a) Bids from Original Equipment Manufacturer (OEM) or their authorized distributor/dealer are preferred. If the firm is not OEM, it should have sufficient expertise and experience in the subject tender with sound warranty/technical and manpower service support capability (Enclose supporting documents). A valid authorization stating dealership / distributorship certificate from OEM must be enclosed along with the Technical Bid. The authorization should be on the letterhead of the OEM and should be signed by a competent person of the manufacturer.
- b) Submission of duly filled in and signed **Compliance Certificate** are must with the Technical Bid.
- c) Self-attested copy of Registration Certificate of the firm/company and **PAN** should also be submitted. Copies regarding **recent tax clearance certificate** of GSTN, CST, Service Tax, P.Tax, etc. as applicable should also be provided.

4. **Right to accept/reject:** The university authority reserves the right to reject any or all tender without assigning any reason whatsoever. Also, the university authority reserves the right to award any or part or full contract to any successful agency at its discretion and this will be binding on the tenderer.

5.1 **Warranty:**

- a) The Supplier warrants that all the Goods are new, unused, and 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 the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in India.

- b) **Unless otherwise specified, the warranty shall remain valid for twelve (12) months after the Equipment has been delivered and successfully installed at the final destination.**
 - c) The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
 - d) Upon receipt of such notice, the Supplier shall, within a reasonable period of time, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
 - e) If having been notified, the Supplier fails to remedy the defect within a reasonable period of time, the Purchaser may proceed to take within a reasonable period 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.
 - f) Goods requiring warranty replacements must be replaced on free of cost basis to the purchaser.
- 5.2 **Installation:** The bidder should have installed same model successfully in India, Copy of satisfactory performance certificate of the same model is to be enclosed along-with the bid.
- 5.3 **Firm should give an undertaking that they have not supplied the quoted equipment at lower than to this in other institutions.**
- 5.4 **Certification:** Company will supply the equipment after getting it registered with appropriate authority.
- 5.5 **Service:** Details of registered service centre(s) located at Bolpur/Kolkata along with address and their telephone numbers to be provided in the technical bid.
- 5.6 **Spare parts availability:** Principal, Manufacturer should give an undertaking regarding the spare parts availability for next 10 years.
6. **Delivery terms:**
- a. The delivery of the stores / execution of order etc are required **within a period of four weeks from the date of issue of purchase order.**
 - b. The tenderer shall deliver the stores / execute the order at The University Librarian (Actg), Visva- Bharati, Santiniketan-731235, West Bengal.
 - c. **Time for and date of delivery:** The time for and the date of delivery of the stores / date of execution of work as stipulated shall be deemed to be the essence of contract and delivery / execution must be completed not later than the date(s) specified.
 - d. The University Librarian (Actg), Visva- Bharati, Santiniketan-731235, West Bengal may allow additional time under special circumstances such as strikes, lockouts, fire accidents, riots, etc.
7. **Payment terms:** 100% payment within 30 days from the date of delivery, installation and acceptance subject to submission of Performance Security.

8. **Arbitration:** In the event of any dispute or difference arising out of the terms and conditions laid down in this tender, the same shall be referred to the Arbitrator appointed by the competent authority of Visva-Bharati. The procedure of Arbitration will be governed by provisions Arbitration Act 1996.

9. **Governing language:** The contract shall be written in English language which shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the English language only.

10. **Applicable law:** The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction as indicated below.

11. **Jurisdiction:** The place of jurisdiction is Bolpur / Suri Court and the Calcutta High Court.

12. Special Terms and Conditions

- a) **Earnest Money Deposit (EMD)** – Interested vendors are requested to submit Rs. 40000/- as Earnest Money Deposit through DD in favour of “Account Officer, Visva-Bharati” payable at SBI, Santiniketan.
- b) **Performance Security Deposit (PSD)** – Lowest vendor has to submit 10% of Work Value through DD in favour of “Account Officer, Visva-Bharati” payable at SBI, Santiniketan soon after receiving Work Order from our side but before supplying and Installation. The said amount of DD will be released on proper supply of the items and successful Installation.
- c) Bills will be submitted in triplicate by the vendor, which will be released for payment to Account Office after successful Installation only. Therefore, Advance payment will not be paid in any way.
- d) Only Manufacturers or their Authorized Distributor/Dealer whose item is being quoted will be considered.
- e) The firm should provide the complete address along with telephone no., e-mail and fax no. of the Service Centre from where after sales service would be provided.
- f) The equipment must be warranted for a minimum period of 12 months from the date of satisfactory Installation.
- g) A certificate about satisfactory performance and quality of after sale services of the equipment duly authenticated by the HOD of the institution must be furnished. **Installation or users list will not be considered as performance certificate.**
- h) **Delivery period will be four weeks** from the date of supply order. However, the tenderers may try to effect delivery within 31st March 2017. The date of delivery will be the date of delivery at consignee site i.e. The University Librarian (Actg), Visva-Bharati, Santiniketan-731235, West Bengal.
- i) If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods, the supplier shall inform the consignee in writing about the same and it’s likely duration and make a request to the consignee for extension of the delivery schedule accordingly with no increase in price at any account. The consignee, at its discretion, may agree to extend the delivery schedule

with or without late delivery charges. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and/or any other expense related to such supply shall lie against the consignee.

- j) The tenderer must enclose an undertaking by the manufacturer of the equipment for servicing the equipment & supply of spare parts whenever required at least for 10 years, or as mentioned in the specifications, after completion of warranty.**
- k) The firm must ensure to keep the equipment in working order throughout the year.
- l) During the warranty period, in the event of equipment remaining out of order beyond a period of 48 hours of lodging the complaint, a penalty to extent of 0.25% of purchase value of the equipment shall be levied for each day of the equipment remaining non-functional beyond permissible limit.
- m) Either the authorized distributor/dealer on behalf of the Principal/OEM or Principal/OEM itself can bid, but both cannot bid simultaneously for the same item in the same tender. The bidder should submit tender specific authorization from the OEM
- n) If an agent submits 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.
- o) Compliance certificate to any standard, if any, as mentioned in the specification must also be enclosed with the technical bid.
- p) The University Library authority, Visva- Bharati, Santiniketan-731235, West Bengal reserves the right to decrease/increase the quantity of any item or reject/accept any or all tenders without assigning any reason thereof. No correspondence will be entertained in this regard.
- q) Vendor may visit our existing set-up before to quote for better understanding on their own expenditure, if think so.
- r) Tender is to be submitted latest by 28 February 2020 at 4.30pm.**



(Dr Nimai Chand Saha)
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Visva-Bharati, Santiniketan