GOVERNMENT OF KARNATAKA

Notification calling for tenders and Request for Proposal (RFP)

for

Supply and maintenance of 4 Servers
for office of the Commissioner, Food Civil Supplies and Consumer Affairs, No 8, Cunningham Road,
BANGALORE-560 052

OFFICE OF THE COMMISSIONER,
FOOD, CIVIL SUPPLIES AND CONSUMER AFFAIRS
No. 8, CUNNINGHAM ROAD, BANGALORE-560052

TEL: 080-22262187
http://ahara.kar.nic.in
OFFICE OF THE COMMISSIONER
FOOD AND CIVIL SUPPLIES AND CONSUMER AFFAIRS
No.8, CUNNINGHAM ROAD, BANGALORE-560 052

No CFS/AMC/22/2011-12 Dated: 17-01-2011

TENDER NOTIFICATION

Sub: Supply of 4 Servers

Tenders are invited under two cover system from the original equipment manufacturers (OEMs) or their authorized dealers, who have been short-listed by the Government in DPAR–E-Governance for the supply and maintenance of “4 Servers” for use in Commissioner, Food, Civil Supplies and Consumer Affairs Bangalore as per the terms and conditions contained in the Request for Proposal (RFP) annexed to this notification.

1. The bidder is required to supply and maintain 4 Servers as per the requirement of Commissioner, Food & Civil Supplies Consumer Affairs, Bangalore. The eligibility criteria or the pre-qualification for the bidders is furnished in Part-II of the RFP. The technical specifications of the Servers required are furnished in Part-III of the RFP. The terms and conditions governing the tender process and the contract are given in Part-IV of the RFP. Stipulations relating to submissions of bids, evaluation, acceptance etc are given in Part-V of the RFP. The pre-qualification and the financial bids should be submitted in two separate sealed covers.

2. The Pre-qualification bid should be in the format given in Part-VI of the RFP. The following documents should be enclosed to the pre-qualification bid, in support of the claims:
   (a) Proof of ownership of the manufacturing facility or authorised dealership.
   (b) VAT registration certificates.
   (c) PAN registration certificate under the Indian Income Tax Act, 1961.
   (d) Proof of annual turnover for the past 3 financial years.
   (e) Proof to show that the bidder is in the business of manufacturing or dealing in computers and computer accessories for the past 5 years.
   (f) List of clients to whom the bidder has supplied similar hardware in the previous three years.
(j) An affidavit that the bidder has never been blacklisted by any government department / government undertaking / any other agency.

3. The pre-qualification bid should accompany an earnest money deposit of Rs. 1,00,000/- (Rupees One lakh only) in the form of Demand Draft / Banker’s Cheque. The sealed cover containing the pre-qualification bid should be super scribed with the words “Pre-qualification bid for supply of 4 Servers for food and civil supplies department.”

4. The financial bid should be in the format given in Part-VII (Form-I&II) and the sealed cover containing the financial bid should be super scribed with words “Financial bid for supply of 4 Servers for food and civil supplies department”. The sealed covers containing pre-qualification bid and the Financial bid should be placed in a larger cover, super scribed with the words “Tender for supply of 4 Servers as for food and civil supplies department”, sealed, addressed and delivered to, The Commissioner Food Civil Supplies and Consumer Affairs Department No. 8, Cunningham road, Bangalore-560052.

5. The last date for submission of tender is 31-01-2012 up to 3.00 PM. The bids received after 3.00 PM on 31-01-2012 will be rejected. The Pre-qualification bid will be opened on 31-01-2012 at 4.00 PM in the presence of bidders present at the above given address. However, no separate intimation in this regard will be sent to individual bidders. The financial bid cover of only those bidders, who satisfy Pre-qualification bid upon evaluation, will be opened at the above given address in the presence of the available bidders on a date that will be communicated on the day of opening of the pre-qualification bids.

The bid document can be had in person during working hours on any working day, between 10-00 am and 5-00 pm, on payment of Rs 100/- (non-refundable) by DD from the office of The Commissioner, Food Civil Supplies and Consumer Affairs, No 8, Cunningham Road, BANGALORE-560052. It can also be downloaded from the department web site http://ahara.kar.nic.in free of cost.

COMMISSIONER
FOOD, CIVIL SUPPLIES AND CONSUMER AFFAIRS
DEPARTMENT, BANGALORE-560052

Request for proposal (RFP) for Supply and maintenance of “4 Servers for the food and civil supplies department, government of Karnataka.”

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I. Disclaimer

The information contained in this tender document or subsequently provided to Tenderer(s) whether verbally or in documentary form by or on behalf of the Commissioner, Food & Civil Supplies Consumer Affairs is provided to the Tenderer(s) on terms and conditions set out in this tender document and all other terms and conditions subject to which such information is provided.

The purpose of these tender documents is to provide the tenderer(s) with information to assist the formulation of their proposals. This tender document does not purport to contain all the information that each tenderer may require. This tender document may not be appropriate for all persons, and it is not possible for Commissioner, Food, Civil Supplies and Consumer Affairs to consider the investment objectives, financial situations and particular needs of each Tenderer who reads or uses this tender document and wherever necessary, obtain independent advice from appropriate sources. Commissioner, Food, Civil Supplies and Consumer Affairs makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as the accuracy, reliability or completeness of the tender document.

Commissioner Food, Civil Supplies and Consumer Affairs may in his absolute discretion, but without being under any obligation to do so, update, amend or supplement the information contained in this tender document.

List of abbreviations used in the RFP

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REQUEST FOR PROPOSAL

For Supply and maintenance of “4 Servers” for use in Commissioner, Food, Civil Supplies and Consumer Affairs Bangalore.

Part-I

Scope of Work:

The contract involves supply of 4 Servers as per the technical and functional specifications prescribed in Part-III of this RFP, to work in tandem with the software developed by NIC and installed in the computers of gram panchayats, taluk offices, and deputy directors office situated all over Karnataka.

Part-II

2. Eligibility criteria for pre-qualification of bidders:
   1. Bidder's qualifications to perform the contract, if its offer is accepted, should be established by relevant documentary evidences by the bidder to the satisfaction of the Commissioner, Food, Civil Supplies and Consumer Affairs. Bidders should meet all the eligibility criteria prescribed in this RFP. Technical or Financial bids which are not compliant with the said criteria will not be evaluated.
   2. The bidder should be an original equipment manufacturer or an authorised dealer of original equipment manufacturer. If the bidder is a manufacturer of the hardware that is sought to be supplied as per this tender process, then the average annual turnover of the bidder in the last three financial years (2007-08, 2008-09 and 2009-10) shall not be less than Rs. 50 Crores ( Rupees Fifty Crores) and if the bidder is an authorised dealer of the manufacturer of the hardware that is sought to be supplied, then the average annual turnover of such a hardware manufacturer shall not be less than Rs. 50 Crores ( Rupees Fifty Crores). Proof of the same should be furnished.
   3. If the bidder is an authorised dealer, then the dealer should have achieved cumulative sales turnover of not less than Rs. 3 Crores (Rupees Three crores) in dealing electronic goods in the past 3 years and proof of the same should be submitted.
4. If the bidder is an authorised dealer, then the bidder should have been the authorised dealer for the said OEM at least for the previous three years.

5. The successful bidder shall not sublet or assign or franchise the responsibility to any other agency either in whole or in part.

6. The successful bidder should be solely responsible for all acts of omission and commission occasioned by his personnel in carrying out the terms of the tender.

7. If the bidder is an authorised dealer, then the bidder should have a minimum of 5 years experience in the field of supply, servicing, and maintenance of Servers.

8. The manufacturer of the hardware sought to be supplied should have the experience of at least 5 years of manufacturing of Servers. Proof for the same should be furnished.

9. Turnover of the bidder shall be certified by a chartered accountant. Turnover certificate shall be based on the audited accounts of the bidders or based on the returns filed with the Income Tax authorities or the commercial tax authorities.

10. The bidder blacklisted by any government department or by any other agency shall not be eligible for bidding. Every bidder would be required to submit an affidavit that the bidder has never been blacklisted by any government department / government undertaking / any other agency.

11. The bidder is under obligation to pay all the dues of the workers as per law and pay all legal charges / contributions to statutory authorities.

12. The bidder must have been following the labour laws. The bidder shall submit a certificate on his letter head duly signed with stamp that he is maintaining labour laws.

**Part-III**

3. Technical specifications and Functional requirements

Servers Specifications:

1. **A) Rack Server 4U(Intel Eight_Core Xeon with SAS HDD) - 4 Nos.**

2. Server motherboard having **Four Intel Eight-Core Xeon X7560** or higher(2.26GHz, 24M) or higher processor, support for Quad Multi-Core Processor, PCI bus with 5 PCI/PCI-X/PCI-Express slots.

   8x8 GB DDR3-1066MHz or Higher with ECC memory exp. Up to 128 GB, Integrated graphics Controller with 32 MB Display Cache. Integrated Eight ports **SAS Raid Controller having 258MB buffer memory** with battery backup with RAID 0, 1 & 5 support

   Integrated **Dual ports gigabit Ethernet** controller.
**2x300GB** Hot Swap SAS HDD (10k RPM)
IDE DVD ROM Drive
Port: 1x Serial, 4x USB, 2x RJ45 for Management.
**Dual Channel 4G FC HBA,**
**Sever Chassis:** With 2x910W Redundant Hot Swap Power supply,
Eight Hot Swap bays, 2x5.25” external slim drive bay.

**Software should be bundled**
The system software should be equipped with system Configuration
and Management Tools, OS Installation, Configuration Utility and
System Information Utility Software. Driver Software for all the
adapters as per the configuration and OS required.

**Manageability Features on Windows and Linux with following features:**
Remote Management of the Server over LAN & WAN
Hardware Remote Console feature
Integrated Management Log
Server Health Logging

**OS Support:** Microsoft Windows and LINUX

B). **42U server Rack with dual power distribution Strip,**
Cooling Fans & other accessories-1 No.

C). **8 port IP based KVM Switch with cables and other accessories-1 No.**

D) **Rack mountable (1U) 104 keys OEM keyboard, OEM optical USB Mouse with Pad and 17” TFT color monitor TCO 03 certified-1No.**

**Warranty-3 years**


Part-IV

1. **Terms and Conditions about selection of least bidders, entrustment of work and Execution of work.**

   4.1 The bidder who has qualified in the pre-qualification bid and who has quoted the least rate for executing a work package in the financial bid is entitled to be assigned with that work, subject to the conditions in clauses 2 to 7 below.

   4.2 The successful bidder shall supply the 4 Servers within 15 days of issuing of the supply order.

   4.3 The bids should be unconditional and conditional bids will be summarily rejected.

   4.4 The successful bidder shall be responsible for maintaining the 4 Servers supplied by him for the next three years.

   4.5 The successful bidder shall provide three year comprehensive warranty for the 4 Servers. After the 3 years period the devices would be covered under yearly AMC with PMC clause.

   4.6 The 4 Servers that go out of order or in need of repair will be brought to the office of the Commissioner and the vendor has to collect, repair and return it within 48 Hrs.

   4.7 The 4 Servers shall function in tandem with the software installed in the Computer Systems developed by the National Informatics Center (NIC).

   4.8 Performance Bank Guarantee:

      i) The successful bidder should, at its own expense deposit with the Commissioner, Food, Civil Supplies and Consumer Affairs, within 10 working days from the date of award of the contract or prior to signing of the contract whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a nationalized bank payable on demand, for the due performance and fulfillment of the contract by the bidder.

      ii) The Performance Bank Guarantee will be a sum of Rs. 6lakhs (Rupees. Six Lakhs only). All charges whatsoever such as premium; commission etc. with respect to obtaining the Performance Bank Guarantee shall be borne by the bidder.

      iii) The performance bank guarantee shall be valid for a period of 60 days from the last day of period of contract. Subject to the terms and conditions in the Performance Bank Guarantee,
at the end of 60 days after the satisfactory performance, the Performance Bank Guarantee will be returned to the vendor.

iv) The Performance Bank Guarantee shall be discharged / returned by Commissioner, Food, Civil Supplies and Consumer Affairs upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.

v) In the event of the bidder being unable to service the contract for whatever reason Commissioner, Food, Civil Supplies and Consumer Affairs shall revoke the Performance Bank Guarantee. Commissioner Food and Civil Supplies and Consumer Affairs shall notify the bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the bidder is in default.

vi) The Commissioner, Food, Civil Supplies and Consumer Affairs shall also be entitled to make recoveries from the bills of the bidder, Performance Bank Guarantee or any other payment due, in case of any error/ omission on bidder’s part.

4.9 If, after the agreement has been entered into it is proved that any of the information furnished by the tenderer in the tender is false or that the tenderer secured the contract through misrepresentation of facts in whatsoever manner, the agreement is liable to be terminated forthwith and security deposit shall be forfeited by Commissioner, Food, Civil Supplies and Consumer Affairs The decision of Commissioner, Food, Civil Supplies and Consumer Affairs in this regard shall be final.

4.10 Serial number of the 4 Servers and other important parts must be furnished at the time of supply.

4.11 Higher configuration if offered will not be considering criteria for deciding lowest bid.

4.12 During the warranty period, for comprehensive onsite warranty, the successful Tenderer should have back-to-back agreement with the original equipment manufacturer and the copy of such agreement should be enclosed to the technical bid.
Part-V
Submission of bids, evaluation, acceptance and related stipulations
5.1 Submission of Bids:

(i) Bidders satisfying the prequalification and financial conditions specified in this Request for Proposal (RFP) and willing to execute the contract in conformity with the RFP may submit their Pre-qualification and Financial bids in formats as at Part-6 and Part-7 respectively. Both the bids should be placed in separate sealed covers and addressed to the Commissioner, Food Civil Supplies and Consumer Affairs No 8 Cunningham road Bangalore. The sealed cover containing the Pre-qualification bid should be supercribed with the words “Supply of 4 Servers for Food, Civil Supplies and Consumer Affairs”.

(ii) The financial bid should be in the format given in Part-VII (Form-1&II) and the sealed cover containing the financial bid should be supercribed with words “Financial bid for supply of 4 Servers for Food, Civil Supplies and Consumer Affairs”. The sealed covers containing Pre-qualification bid and the Financial bid should be placed in a larger cover, supercribed with the words “Tender for supply of 4 Servers for food and civil supplies department”, sealed, addressed and delivered to, The Commissioner, Food, Civil Supplies and Consumer Affairs Department No. 8, Cunningham road, Bangalore-560052.

(iii) The tender document can be had by payment of Rs. 100/- (Rs. One hundred only), which is non-refundable, in the form of Demand Draft drawn in favour of “The Commissioner, Food, Civil Supplies and Consumer Affairs No 8 Cunningham Road Banaglore 560052 payable at Bangalore. Or can be downloaded free of cost from the department web site http://ahara.kar.nic.in. The bid should be accompanied by Earnest Money Deposit (EMD) of Rs. 1,00,000/- (Rs One lakhs only) by way of a demand draft drawn in favour of The Commissioner, Food, Civil Supplies and Consumer Affairs, No8. Cunningham Road Bangalore-560052 payable at Bangalore. EMD will be refunded to all the unsuccessful bidders on finalisation of the award of the contract and to the successful bidder on successful completion of the contract obligation.

(iv) The sealed covers containing pre-qualification and financial bids should be delivered to the Commissioner, Food, Civil Supplies and Consumer Affairs No 8 Cunningham Road Banaglore- 560052 on or before 31-01-
The pre-qualification bids will be opened at 4.00 pm on the same day in the office of the Commissioner, Food, Civil Supplies and Consumer Affairs No 8 Cunningham Road Banaglore 560052

(v) Any bid received by the Commissioner, Food, Civil Supplies and Consumer Affairs after the deadline fixed for submission of bids will be rejected. In the event of the last date specified for submission of bid being declared a public holiday, the bids will be received till 3-00 p.m. on the next working day. Extension of date and time for submission of bids will be at the discretion of the Commissioner, Food, Civil Supplies and Consumer Affairs

5.2. Bid Opening Process :

The Commissioner, Food, Civil Supplies and Consumer Affairs will follow two-stage bid opening process. They are: (i) Pre-qualification bid opening and evaluation and (ii) Financial bid opening and evaluation

(a) The pre-qualification bids will be opened in the presence of available bidders or their authorised representatives who choose to be present at the time, date and venue mentioned in paragraph 1 above. The Commissioner, Food, Civil Supplies and Consumer Affairs will record the tender opening process in a separate register maintained for the purpose and signature of all the available bidders or the authorised representatives of the bidders will be obtained in the register and on the bid documents evidencing their attendance. The evaluation and short-listing of technically qualified bidders will be carried out within the time frame made known to them at the time of opening of technical bids based on the criteria set out in this RFP.

(b) After evaluation of pre-qualification bids, the time, date and venue of opening of financial bids will be informed to the bidders who have qualified, individually either by email or fax. The financial bids of technically short-listed bidders will be opened in their presence or of their authorised representatives who choose to be present at the time, date and venue informed to them. The evaluation of financial bids will be based on the criteria set out in this RFP. Selection of the lowest quote bidder, namely, L1 bidder will be as in clause 5.9 below.

5.3. Furnishing of information :

The bidder should examine all instructions, forms, terms and specifications contained in the RFP. Failure to furnish all information as required in the RFP or to submit a bid not substantially responsive to the
RFP in every respect will be at the bidder's risk and may result in rejection of its bid.

5.4. Format and Signing of Bids:

The original pre-qualification and financial bids should be typed or printed and duly signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. The person or persons signing the bid should affix their signature on all pages of the bid document.

5.5. Authentication of Erasures / Overwriting etc:

Any interpolations, erasures or overwriting will be valid only if the person or persons, signing the bid document attest the same by affixture of their signature by the side of such alteration, overwriting etc.

5.6. Amendments to RFP terms and conditions:

The Commissioner, Food, Civil Supplies and Consumer Affairs reserves the right to issue any amendments to this RFP document at any time prior to but before 5 days from the deadline fixed for submission of bids. Such amendments to RFP will be intimated to all the persons who have been supplied with the RFP document and on the Department website for the sake of those who have downloaded the documents from it. From the date of communication of amendments to the RFP document to the bidders concerned, the amendments shall be deemed to form an integral part of this tender document i.e., RFP.

5.7. Prices and Taxes:

(i) In the financial bid format given in Part -VII of the RFP, the bidder shall quote unit price i.e. the price per instrument and total value/bid amount.

(ii) The quoted prices should be inclusive of packaging cost, transportation cost, all taxes like sales tax, service tax, VAT, custom duty, excise duty, any other applicable duties and taxes.

(iii) Prices quoted by the bidder should remain fixed during the bidder’s performance of the contract and will not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected. Price should not be indicated at any place in the pre-qualification bid document. If it is found that the price is indicated in the technical bid, the entire bid will be summarily rejected. The prices should be quoted in Indian
Rupees. Any reference made to variation in pricing due to appreciation / depreciation of Indian rupee against any other currency is not acceptable.

5.8. Evaluation of bids and awarding the contract:

(i). Evaluation of Pre-qualification Bids:

For evaluation of the Pre-qualification bids, the Commissioner, Food, Civil Supplies and Consumer Affairs will take into account the following factors and based on such evaluation the technically qualified bidder will be short-listed:

a) Compliance to terms and conditions stipulated in the RFP duly supported by certified Documentary evidences called for therein.

b) Submission of duly signed compliance statement.

c) Review of written reply, if any, submitted by the bidder in response to any Clarification sought by the Commissioner, Food, Civil Supplies and Consumer Affairs.

d) The tenders shall be evaluated by a tender evaluation committee constituted by the Commissioner, Food, Civil Supplies and Consumer Affairs, by an order.

(ii). Evaluation of Commercial Bids:

For evaluation of the commercial bids, the Commissioner, Food, Civil Supplies and Consumer Affairs will take into account the following factors:

a) Status of compliance of terms and conditions of RFP.

b) Submission of financial bids strictly in the format specified in Part-VII of RFP.

Any change in the format specified or inclusion /addition of any extraneous conditions/suggestions in the Commercial-bid or attaching any addendum / annexure to the commercial bid may result in rejection of the bid.

5.9. Determination of L1 Bidder and awarding of Contract:

(i) On completion of evaluation process of financial bids and based on any other clarification submitted by the bidder in response to the Commissioner, Food, Civil Supplies and Consumer Affairs query, if any, the contract will be awarded to the bidder, who has quoted the lowest price, namely L1 bidder.
As there will be no scope for negotiation on the price, the bidders in their own interest should quote the most competitive prices. The Commissioner, Food, Civil Supplies and Consumer Affairs reserves the right to reject L1 bid if the same is found unreasonable or is not as per the technical requirement mentioned in this document and in such a case the next lowest bidder namely L2 will be considered. If for any reason, the work order issued to the L1 bidder does not get executed or the L1 bidder backs out, the Commissioner, Food, Civil Supplies and Consumer Affairs will be at liberty to consider the next lowest bidder namely L2. Consequently, the defaulting L1 bidder will be blacklisted and debarred from participating in any of the future tender processes of the Commissioner, Food, Civil Supplies and Consumer Affairs for a period of 2 years from the date of work order, in addition to forfeiture of EMD.

5.10. Clarifications:

During evaluation of the bids (both Pre-qualification and Financial) the Commissioner, Food, Civil Supplies and Consumer Affairs may, at his discretion, seek clarification from the bidders on the bids or the bidders themselves may seek clarifications from the Commissioner, Food, Civil Supplies and Consumer Affairs on certain issues contained in this RFP. The request for clarification and the response should be in writing or email and the bidders should note that no change in the prices shall be sought, offered, or permitted after submission of the bids.

5.11. Errors and their rectification:

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, if and where required, the unit price shall prevail, and the total price shall be corrected accordingly. If the bidder does not accept correction of the errors, its bid will be rejected. If there is a discrepancy between figures mentioned in words and figures, the amount mentioned in words shall prevail.

5.12. Contacting Commissioner Food & civil supplies and Consumer Affairs:

Any effort by a bidder to influence the Commissioner, Food, Civil Supplies and Consumer Affairs in its decisions on bid evaluation, bid comparison or contract award will result in the rejection of bid of such bidder.
5.13. Commissioner's right to accept or reject any or all bids:

Notwithstanding anything contained in any of the clauses contained in this RFP, the Commissioner, Food, Civil Supplies and Consumer Affairs reserves its right to accept or reject any or all the bids and to annul the whole bidding process at any time prior to awarding of contract without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the reasons for the action by the Commissioner, Food, Civil Supplies and Consumer Affairs.

5.14. Notification of award of contract:

The notification of award of contract in the form of a letter by the Commissioner, Food, Civil Supplies and Consumer Affairs and acceptance thereof by the bidder within a period of three days from the date of its receipt will constitute the formation of the Contract.

5.15. Signing of contract agreement:

a) The successful bidder should enter into an agreement with the Commissioner, Food, Civil Supplies and Consumer Affairs within ten working days of the receipt of award of contract incorporating all the terms and conditions contained in this RFP including the amendments and alterations as provided for clause (5.6) above.

b) The successful bidder shall be responsible for and obligated to conduct all contracted activities with due care and diligence, in accordance with the contract and using best practices and economic principles and exercising all reasonable means to achieve the performance levels specified in the contract.

c) The successful bidder should abide by the job safety, insurance, customs prevalent and the laws in force in India and should indemnify the Commissioner, Food, Civil Supplies and Consumer Affairs against all demands or responsibilities arising from accidents or loss of life, the cause of which is the successful bidder’s negligence. The successful bidder should agree to pay all indemnities arising from such incidents and should not the Commissioner, Food, Civil Supplies and Consumer Affairs responsible or obligated.
5.16. Assignment:

The successful bidder shall not assign, in whole or in part, its obligations to perform under this contract to any other subcontractor or vendor, except with the prior written consent of the Commissioner, Food, Civil Supplies and Consumer Affairs.

5.17. Termination for default:

The Commissioner, Food, Civil Supplies and Consumer Affairs without prejudice to any other remedy for breach of contract, by written notice of default sent to the bidder, may terminate this contract in whole or in part if the bidder fails to perform any of the obligations(s) under the contract. In the event of the Commissioner, Food, Civil Supplies and Consumer Affairs terminating the contract in whole or in part, it may get the work done, upon such terms and in such manner, as it deems appropriate through some other person and the bidder shall be liable to the controller for any excess costs or additional costs incurred. However, the bidder shall continue performance of the contract to the extent not terminated.

5.19 Termination for insolvency:

The Commissioner, Food, Civil Supplies and Consumer Affairs may at any time terminate the contract by giving written notice to the bidder, if the bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Commissioner, Food, Civil Supplies and Consumer Affairs.

5.20 Force majeure:

The successful bidder shall not be liable for penalty or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, wars or revolutions and epidemics. If a Force Majeure situation arises, the bidder shall promptly notify the Department in writing.
of such condition and the cause thereof. Unless otherwise directed by the Commissioner, Food, Civil Supplies and Consumer Affairs in writing, the bidder shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the Force Majeure event.

5.21 Insurance:

The successful bidder shall fully insure the 4 Servers to be supplied under the contract against loss or damage incidental to delivery.

5.22 Payment terms:

90% of the agreed amount will be paid upon delivery to the Office of the Commissioner Food Civil Supplies and Consumer Affairs at Bangalore and the remaining 10% will be paid after 10% of the 4 Servers drawn randomly out of those supplied are demonstrated by the vendor, to the satisfaction of the commissioner, that they conform to technical and functional specifications prescribed in part III of the RFP.

5.23 Penalty for delayed execution of work:

The bidder should strictly adhere to the implementation schedule, as specified in the purchase order for performance of the obligations arising out of the contract and any delay thereof will enable the Commissioner, Food, Civil Supplies and Consumer Affairs to resort to any or both of the following:

a) The bidder shall be liable to pay the Commissioner, Food, Civil Supplies and Consumer Affairs penalty at the rate of 1% of the bid value of the delayed portion of the work per week or part thereof of such delay for the first four weeks and at the rate of 2% per week thereafter.

b) Termination of the agreement fully or partly and claim of liquidated damages.

5.24 Resolution of disputes:

In case of any disagreement or dispute between the Commissioner, Food, Civil Supplies and Consumer Affairs and the bidder, the dispute will be resolved in a manner as outlined hereunder. the Commissioner, Food, Civil Supplies and Consumer Affairs and the bidder shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute between them on any matter connected with the contract or in regard to the interpretation of the context thereof. If, after
thirty (30) days from the commencement of informal negotiations, the Commissioner, Food, Civil Supplies and Consumer Affairs and the bidder have not been able to resolve amicably a contract dispute, such differences and disputes shall be referred, at the option of either party, to the arbitration of one single arbitrator to be mutually agreed upon and in the event of no consensus, the arbitration shall be done by three arbitrators, one to be nominated by the Controller, one to be nominated by the bidder and the third arbitrator shall be nominated by the two arbitrators nominated as above. Such submission to arbitration will be in accordance with the Arbitration and Conciliation Act, 1996. Upon every or any such reference, the cost of and incidental to the references and award shall be at the discretion of the arbitrator or arbitrators or Umpire appointed for the purpose, who may determine the amount thereof and shall direct by whom and to whom and in what manner the same shall be borne and paid. Courts of Bangalore city shall alone have jurisdiction to the exclusion of all other courts, in respect of all differences and disputes envisaged above.

COMMISSIONER,
FOOD, CIVIL SUPPLIES AND
CONSUMER AFFAIRS
No. 8, CUNNINGHAM ROAD, BANGALORE
Sir,

Sub: Submission of technical/pre-qualification bid for supply and maintenance of 4 Servers at the Commissioner’s Office Food, Civil Supplies and Consumer Affairs

Ref:Tender notification No CFS/AMC/22/2011-12 Dated 17-01-2012

In response to the above tender notification, having studied and understood all the terms and conditions of the said tender notification and the RFP thereof, in regard to supply and maintenance of 4 Servers. I / We submit the Technical/pre-qualification bid as follows:

GENERAL INFORMATION ABOUT THE BIDDER

<table>
<thead>
<tr>
<th></th>
<th>Name of the Company /Firm</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Address (of both H.O and Branch office)</td>
</tr>
<tr>
<td>3</td>
<td>Telephone Number (s)</td>
</tr>
<tr>
<td>4</td>
<td>E-mail</td>
</tr>
<tr>
<td>5</td>
<td>Website</td>
</tr>
<tr>
<td>6</td>
<td>Legal Status</td>
</tr>
<tr>
<td>7</td>
<td>Date of Establishment / incorporation</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>8</td>
<td>Quality Certifications attained by the firm</td>
</tr>
</tbody>
</table>
|   | Details of the contact person of the bidder for future correspondence  
  • Name  
  • E-mail  
  • Phone/mobile |
| 10 | Name and address of the manufacturer |
| 11 | Brand name |
| 12 | Place of manufacture and address |
| 13 | Particulars of dealership authorization in case the bidders is not the original equipment manufacturer  
   [enclose the dealership letter of authorization] |
| 14 | Particulars of annual turnover of the dealer in the last three financial years as per audited accounts  
   2007-08  
   2008-09  
   2009-10 |
| 15 | Particulars of annual turnover of the manufacturer in the last three financial years  
   2007-08  
   2008-09  
   2009-10 |
| 16 | EMD details:  
   Name of the Bank:  
   Rs:  
   EMD Valid upto |

Documents attached:
1. Copies of audited Balance Sheets and IT returns that clearly show and confirm the figures.
2. The dealer should furnish the proof of turnover.
3. Proof of dealership.
4. Proof to show about the manufacture and supply of Servers for at least five years.
5. Turnover certified by the charted accountant.
6. Affidavit for not having black listed earlier.
7. Certificate to show that the bidder is maintaining labour laws.
8. Sufficient evidence to support information provided in the above table.
From: ..................................................
..................................................
..................................................

To
COMMISSIONER,
FOOD CIVIL SUPPLIES AND
CONSUMER AFFAIRS
NO 8 CUNNINGHAM ROAD,
BANGALORE.

Sir,

Sub: Supply and maintenance of 4 Servers
Ref: Tender notification No. No CFS/AMC/22/2011-12
Dated: 17-01-2012.

In response to the above tender notification, having studied and understood all the terms and conditions of the said tender notification and the RFP thereof, in regard to supply of Server at 1/ We submit the financial bid as follows:

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Description of items</th>
<th>Required numbers</th>
<th>Unit Price (In Rs.)</th>
<th>Net Value (In Rs.)</th>
<th>Tax (In.Rs.)</th>
<th>Total Value or bid amount (In.Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Servers</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>42U server Rack with dual power distribution Strip, Cooling Fans &amp; other accessories</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>8 port IP based</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Quantity</td>
<td></td>
<td></td>
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</tr>
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<td>------------------------------------------------------------------------------</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>KVM Switch with cables and other accessories</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Rack mountable (1U) 104 keys OEM keyboard, OEM optical USB Mouse with Pad and</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>17” TFT color monitor TCO 03 certified</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Windows 2008 Server Enterprise Edition Licence</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>SQL Server 2008-Enterprise edition Proc. Licence</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Date: 
Place: 
Signature of the bidder