

**NATIONAL CENTRE FOR DISEASE INFORMATICS AND RESEARCH
(Indian Council of Medical Research)**

Department of Health Research, Ministry of Health and Family Welfare, Government of India
Nirmal Bhawan-ICMR Complex (II Floor), Poojanahalli, N.H-7, B. B. Road, Kannamangala Post,
Bengaluru-562 110 (India)

TENDER FOR

**Hiring, installation, testing, commissioning of Web Server for ICMR-
National Centre for Disease Informatics and Research, Bengaluru.**

Email: ncdir@ncdirindia.org / adm.ncdir@gov.in

Website: www.ncdirindia.org

Tender Inquiry No: NCDIR/ICMR/2017/DWS/2021

Date: 21.09.2021

Name of the Bidder:

Cost Of Tender Document – Rs.500/- *

*No cost of tender document may be charged for the tender documents downloaded by the bidders.

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NATIONAL CENTRE FOR DISEASE INFORMATICS AND RESEARCH
Indian Council of Medical Research, Bengaluru

NOTICE INVITING TENDER

ICMR-NCDIR, Bengaluru invites sealed tenders under two bid systems for hiring, installation, testing, commissioning of Web Server for ICMR- National Centre for Disease Informatics and Research (ICMR), Bengaluru.

SCHEDULE		
Sl. No.	Activity Description	Schedule
1.	Tender Enquiry No	No. NCDIR/ICMR/2017/DWS/2021
2.	Sale of Tender Document	Tender document can be downloaded from our website www.ncdirindia.org from 21 September 2021 to 20 October 2021 up to 5 PM.
3.	Time and last date of depositing Tender/Bid	20 October 2021 up to 5 PM.
4.	Time and date of pre-bid meeting	04 October 2021 from 2:30 PM to 5:00 PM
5.	Time and date of Opening of Technical Bid	22.10.2021
6.	Time and date of Opening of Financial Bid	The Financial bids will be opened after evaluation of technical bids, which will be announced later.
7.	Minimum Validity of Tender Offer	One year from the date of Opening of tender.
8.	Services to be offered	Hiring, installation, testing, commissioning of Web Server
9.	Estimated Cost of Tender	Rs.12,00,000/- per annum
10.	Cost Of Tender Document	Rs.500. Note: No cost of tender document may be charged for the tender documents downloaded by the bidders.
11.	Amount of EMD to be Deposited	Rs.25,000/- or Bid Security Declaration as per GFR Rule 171 *

**Bidders having MSME Certificate are exempted from EMD and Tender Fee and Bid Security Declaration as per GFR Rule 171*

Important Notes:

1. NCDIR reserves the right to accept / reject any / all tenders in part/full without assigning any reason thereof.
2. Any Addendum/Corrigendum date extension in respect of above tender shall be issued on our website www.ncdirindia.org only and no separate notification shall be issued in the press. Bidders are therefore requested to regularly visit our website to keep themselves updated.

DIRECTOR
ICMR-NCDIR, BENGALURU.

INSTRUCTIONS TO THE BIDDERS

The tender shall be submitted in accordance with these instructions and any tender not confirming the instructions as under is liable to be rejected. These instructions shall form the part of the tender and contract.

1. The firms fulfilling the following criteria, may deposit their tenders super scribed as “Tender for hiring, installation, testing, commissioning of Web Server for ICMR-National Centre for Disease Informatics and Research, Bengaluru” and address it to “The Director, ICMR- National Centre for Disease Informatics and Research, Nirmal Bhawan-ICMR Complex (II Floor),Poojanahalli, N.H–7, B. B. Road, Kannamangala Post, Bengaluru–562 110 (India)” so as to reach on or before 20 October up to 5 PM or the tender may be dropped in Tender Box placed at II Floor – Administration Room of ICMR-NCDIR, Bengaluru.
2. The tender should be submitted in two separate sealed covers with technical bid marked clearly as “Technical Bid” and financial proposal marked as “Financial Bid”
3. The intending bidder, in case of Prime Equipment Manufacturers shall submit a self-declaration on their letter-head, along with the tender documents, confirming that they are regularly providing the services from last 5 years.
4. The intending bidder, in case of Authorized Distributor/ Authorized Dealer shall possess valid authorized Distributorship /Dealership license from Prime Equipment Manufacturers. The bidder shall enclose the copy of the same in the bid while submitting the tender.
5. The webserver shall be in compliance to the specifications mentioned in Annexure – I of the tender and shall be of the latest technology, best quality and high standards. The Bidder should enclose the product catalogue supporting the specifications mentioned in Annexure - I.
6. Any optional Accessories / Tooling, besides the standard webserver recommended for the better performance of the equipment, if offered, be provided with their full technical details including their use and advantage in a separate sheet with the tender documents. Warranty period, if applicable, should be specified for these.
7. No extra payment shall be paid on account of any discrepancy in nomenclature of items.
8. The authorities of ICMR-NCDIR, Bengaluru don not bind themselves to accept the lowest tender, and reserve the right to reject or accept any or all tenders wholly or partially without assigning any reason whatsoever.
9. Work order for ‘Hiring, installation, testing, commissioning of Web Server for ICMR-NCDIR, Bengaluru’ will be issued to the bidder on the basis of lowest technically acceptable tender, after obtaining necessary approval from the competent authority at ICMR Hqrs, New Delhi.

10. The Committee constituted by the Director ICMR- NCDIR, Bengaluru shall have the right to verify the particular furnished by bidder independently. The technically qualifying bids will only be considered for price evaluation (Financial bid). **Price should not be quoted with technical bid, failing which the tender will be rejected without any correspondence.** The decision of the Director, NCDIR Bengaluru on the eligibility for qualifying technical bids shall be final and no representation shall be considered in this regard.
11. Before quoting the rates, bidder shall take into account that, all costs including Courier or Delivery charges and installation, testing and commissioning, etc. for giving delivery of materials bidder shall be responsible for any loss or damage during the transit of goods and for suitable replacement of the equipment's.
12. Tender must be submitted in two separate sealed covers marked Part-I and Part II.
13. All the communication with respect to the tender shall be addressed to:

The Director,
ICMR- National Centre for Disease Informatics and Research
Nirmal Bhawan-ICMR Complex (II Floor), Poojanahalli
N.H-7, B. B. Road, Kannamangala Post,
Bengaluru-562 110 (India)

14. In the event of any dispute the legal matter shall be subjected to the jurisdiction of Bengaluru Court only.
15. On receipt of the approval from ICMR Hqs. New Delhi, the purchase / work order will be issued to the successful bidder i.e. L1 (lowest one) by the Director, ICMR- NCDIR, Bengaluru.

We confirm with our acceptance to the instructions from S.No.1 to 15 above.

Date:

Name, Signature and Seal of Bidder

COMMERCIAL AND GENERAL TERMS & CONDITIONS OF THE CONTRACT

Nature of tender: Hiring, installation, testing, commissioning of Web Server for ICMR-NCDIR, Bengaluru as mentioned in Annexure – I.

1. Eligibility Criteria:

1. ICMR- NCDIR is an academic institution and we are eligible for academic licenses. ICMR- NCDIR will provide the supporting documents for the same. Hence all licenses should be in the name of ICMR- NCDIR, Bengaluru.
2. Should be a Firm/Company/ Service Provider (SP) having their own Data Centre installation in India and the said server must be hosted only in an India Data Centre.
3. Single point of contact for support and escalation matrix should be provided.
4. SP should be an established Data Centre Services provider and should have been in this business for a period not less than five years as on 01.08.2021.
5. SP should have a minimum 5 years' experience in hosting fully managed web server, database server and mail server.
6. The SP shall not be blacklisted by any of the Government agencies for any corrupt or fraudulent practices.
7. The SP must have a turnover of Rs.1 Crore, at least two of the last three Financial Years ending on 31-3-2021.
8. Infrastructure at the data center should be in compliance to industry renowned standards, as below.
 - a) TIA 942 standard (Telecommunications Industry Association standard for Building, Network Design & Cabling system),
 - b) ASHRAE (For Precision Air Conditioning),
9. The data center services offered by the SP should have ISO 27001 certification.
10. The hosting infrastructure should be of tier 3 standards.
11. ICMR- NCDIR uses MS SQL and MySQL relational database management systems. The service provider must demonstrate proven proficiency in both platforms and preferably have accredited staff to perform maintenance and management duties.
12. ICMR- NCDIR will use Microsoft Windows Server and CentOS Linux operating systems. The SP must have expertise in all of these operating systems.
13. The service provider must provide the above VMs to ICMR- NCDIR on an annual lease basis with a breakup cost showing monitoring cost, port cost, physical storage etc. They

must also include the proposed OS and utility software service levels in their bid for evaluation.

14. SP need to support ICMR- NCDIR with database installation, configuration, upgrade, migration and performance tuning.
15. The SP should be ready with the deliverables (hardware and software environment) within 7 working days from the date of purchase order and the web server should be ready for data migration.
16. The web interface for an ICMR- NCDIR administrator should be provided for managing Email accounts.
17. Installation of any new software should be done free of cost. The server must support any such installations.
18. Resource re-allocation across virtual machine (VMs) should be provided free of cost.
19. Outgoing emails should not be rate limited nor blocked due to IP Blacklisting at any time.
20. Admin interface for blacklisting spam IP should be provided to ICMR- NCDIR.
21. All emails both incoming and outgoing to be content filtered for virus.
22. Transaction log for emails to be maintained.
23. Ticketing System (SP should have a ticketing system for logging complaints).
24. DB Transaction log clearance and usage /hits report should be available online to ICMR- NCDIR.
25. Disaster recovery should be in place.
26. ICMR- NCDIR will require 3 public IPs.
27. Only ICMR- NCDIR IP should be white listed.
28. If either ICMR- NCDIR or SP wants to end the contract, a notice of one month must be provided by the party initiating the termination of the contract. The entire VM need to be backed up and handed over to ICMR- NCDIR.
29. ICMR- NCDIR must be intimated /reminded at least two months in advance before the contract is due for renewal.
30. Server maintenance activities by the SP must be scheduled only post 10:00pm and must be completed before 6:00am.
31. The software license keys should be kept confidential.
32. A Non-Disclosure Agreement (NDA) should be signed within one month of purchase order.

33. If any complaint is lodged by ICMR- NCDIR the same must be attended to and resolved within four hours.
34. ICMR- NCDIR reserves the right to purchase of additional resources during the time of purchase order or later.

2. Scope of Services:

- a) The tenders shall be submitted as per the technical specifications (Annexure – I)
- b) Submission of the tender implies that these conditions of tender have been read by the bidders and the bidders are aware of the scope of the services. The final acceptance of the tender rests with the Director, ICMR- NCDIR, Bengaluru, who reserves the right to accept or reject any or all tenders without assigning any reason thereof.

3. Submission of Bids:

Only physical bids received by ICMR- NCDIR, Bengaluru office will be considered for opening. Bids sent through fax or email will not be considered.

The tender should be submitted in a sealed cover in two parts as under

- a) **Technical Bid:** Envelope should super-scribed as "Technical bid for hiring, installation, testing, commissioning of Web Server". It should contain the Tender Fee, Earnest Money Deposit (EMD) and all details as mentioned in Technical Bid [Annexure – I].
- b) **Financial Bid:** Financial Bid: The second envelope should super-scribed as "Financial bid for hiring, installation, testing, commissioning of Web Server" and it should contain the rates etc. as per Financial bid [Annexure III]

4. Validity of Tender:

- a) The tender shall be valid for a period of one year from the date of opening of the tender.
- b) Bidders for any reason whatever, withdraws the tender after it is accepted or become unable or fails to execute the orders within stipulated delivery period, ICMR- NCDIR shall be at liberty to cancel the order forthwith and the EMD of the tender in such a case will be forfeited by the ICMR- NCDIR.
- c) No representation for the enhancement of the prices of the accepted tender or alteration of the terms and conditions will be entertained till the successful completion of installation of the Web Server.

5. Price:

The price and rates indicated shall include cost of all raw materials required for the work, cost of transportation of raw materials to Nirmal Bhawan – ICMR Complex, Poojanahalli Road, Bengaluru-562110. GST on the value of work to be executed shall be clearly mentioned. TDS will be deducted at source as per rules. The price and rate quoted shall be firm and fixed for the entire period of execution of the work and no escalation of rate on any ground whatsoever shall be applicable.

The Bidders shall submit the copy of PAN Number, TIN Number registration details along with the tender.

6. Time of Completion:

The successful Bidder shall, complete the work within 5 working days from the date of receipt of communication of acceptance of quotes from NCDIR, shall intimate his acceptance of the order. The successful Bidder shall complete supplies strictly as per the accepted delivery period.

Time for supply of materials completed within 4 weeks (Four weeks) from the date of issue of Letter of Intent.

Offers from ready stock are preferred. In case the offers are subject to prior orders, the Bidders shall indicate the period within which the ordered quantity will be supplied. The Bidders shall note that in case Bidder fails to supply within the period of delivery indicated in the said tender, penalty at the rate of 1% of value of the order, per week of delay subject to maximum of 20% of the order value will be levied.

7. Penalty Clause:

The Contractor shall strictly observe the time allowed for carrying out the works as stipulated in Clause No. 6. The work shall, throughout the stipulated period of the contract, be proceeded with due diligence (time being deemed to be the essence of the contract). Tenderer shall pay to NCDIR an amount equal to 1% of the amount of the contract value for every week or a part thereof that the work may remain incomplete as per the completion schedule stipulated in Clause No. 6, subject to a maximum compensation of 10% of the contract value after which period, appropriate action will be taken by NCDIR as deemed fit. NCDIR may extend the time for completion of the tendered work at its discretion on the written request of the Contractor for such purpose provided that NCDIR considers the reasons for such extension as genuine, sufficient and acceptable.

8. Period of Contract:

Under normal circumstances, the contract shall be valid for a period of one year from date of issue of purchase / work order. However, contract may be extended for further period up to two years on the same rates, terms and conditions if the service is found satisfactory.

9. Offers ready stock / Subject to prior sale:

Offers from ready stock are preferred. In case the offers are subject to prior orders, the Bidders shall indicate the period within which the ordered quantity will be supplied. The Bidders shall note that in case Bidder fails to supply within the period of delivery indicated in the said tender, penalty at the rate of 1% of value of the order, per week of delay subject to maximum of 20% of the order value will be levied.

The Bidders shall submit the copy of PAN Number, TIN Number registration details along with the tender.

10. Installation:

- a. The successful bidder shall complete the installation strictly within the five working days.
- b. The Web Server shall have to be installed to the satisfaction of concerned Authority.
- c. Hiring, installation, testing, commissioning of Web Server shall have to be carried out free of charge for ICMR- NCDIR, Bengaluru. The comprehensive catalogue which includes instructions for Operation, Maintenance, Trouble shooting and all other areas which are necessary for smooth functioning of equipment, shall be provided.

11. Standards

The Web server supplied under the contract shall conform to the standards mentioned in the Technical Specifications.

12. Patent Rights

The Contractor shall indemnify the Purchaser against all third party actions/claims of infringement of patent, trademark or industrial design rights arising from the use of goods or any part thereof.

13. Inspection and Tests

- a) The Purchaser or its representatives or ultimate client shall have the right to inspect and test the goods for their conformity to the specifications. The Purchaser may also appoint an agency for this purpose. The technical specifications shall specify what inspection and tests the Purchaser requires and where they are to be conducted, Where the Purchaser decides to conduct such tests on the premises of the Contractor, all reasonable facilities and assistance like testing instruments and other test gadgets including access to the drawings and production data shall be furnished to the Inspector free of costs. In case the tested goods fail to conform to the specifications, the Inspector may reject them and the Contractor shall either replace the rejected goods or make alteration necessary to meet the specifications requirements free of cost to the Purchaser.
- b) Notwithstanding the pre-supply tests and inspections, the material on receipt in the Purchaser's premises shall also be tested and if any material or part thereof is found defective, the same shall be replaced free of cost to the Purchaser. If any material before it is taken over is found defective or fails to fulfill the requirements of the contract, the Inspector shall give the Contractor notice setting forth details of such defects or failures and the Contractor shall make the material good or alter the same to make it comply with the requirements of the contract and in any case within a period not exceeding 1 month of the initial report. These replacements shall be made by the Contractor, free of the all charges, at the site(s).

14. Payment:

- a. The payment will be made through NEFT by ICMR- NCDIR to the bank account as mentioned in the bank mandate. The bidder shall submit the documents which shall clearly indicate that the proper installation, commissioning & successful testing of webserver are done and said document shall be duly acknowledged by the Administration of ICMR- NCDIR. No advance payment shall be made by NCDIR under any circumstances. The final payment within 30 days from the date of receipt of final bill/invoice duly supported by satisfactory inspection/work completion certificate from the NCDIR authorities.

15. Tender Fee and Earnest Money Deposit (EMD):

- A. Cost of Tender document – 500/- or No cost of tender document may be charged for the tender documents downloaded by the bidders.
- B. EMD of Rs.25,000/-or Bid Security Declaration as per GFR 2017 Rule 171 – Annexure XII.
- C. The units registered with Central Purchase Organization (DGS&D), National Small Industries Corporation (NSIC), Micro and Small Enterprises (MSEs) as defines in MSE Procurement policy issued by Dept. of Micro, Small and Medium Industries or the concerned Ministry or Department shall be exempted from the payment of Earnest Money as defined under Rule 170 of General Financial Rules (GFR), 2017. In such case, copy of the certificate showing registration with the above mentioned institutions to be enclosed along with the bid.

16. Arbitration

- a) In the event of any dispute arising between Purchaser and the Contractor in any matter covered by this contract or arising directly or indirectly there from or connected or concerned with the said contract in any manner of the implementation of any terms and conditions of the said contract, the matter shall be referred to the ‘The Director, ICMR- NCDIR, Nirmal Bhawan-ICMR Complex (II Floor), Poojanahalli, N.H-7, B. B. Road, Kannamangala Post, Bengaluru-562 110 (India), who may himself act as sole arbitrator or may name as sole arbitrator an officer of ICMR- NCDIR notwithstanding the fact that such officer has been directly or indirectly associated with this contract and the provisions of the Indian Arbitration Conciliation Act, 1996 shall apply to such arbitration. The contractor expressly agrees that the arbitration proceedings shall be held at Bangalore.
- b) The proceedings of arbitration shall be in English language:
- c) In case any contractor wants to take the dispute to a court of law after arbitration award as aforesaid, it is clearly understood that only courts in Bangalore shall have the Jurisdiction.

17. Termination for Default

The Purchaser, may, without prejudice to any other remedy for breach of contract, By written notice of default, sent to the Contractor, terminate this contract in whole or in part.

- 1) If the contractor fails to deliver any or all the goods within the time period (s) Specified in the contract, or any extension thereof granted by the Purchaser
- 2) If the Contractor fails to perform any other obligation(s) under the contract;
- 3) If the Contractor, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 4) If the Contractor, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser.
- 5) On a notice period of 30 days.

18. Excise Duty

- a) The offer should contain the Basic Price and percentage of Excise Duty should be shown separately, since ICMR- NCDIR, Bengaluru is exempted from payment of Excise duty vide Govt. Notification No. 10 / 97-Central Excise dated 1st March, 1997.
- b) ICMR- NCDIR, Bengaluru is exempted from payment of Custom Duty vide Govt. Notification No.51 / 96- Customs dated 23rd July, 1996. Since the contractors are requested to quote only on for basic price, custom duty will not be applicable for the contractors.
- c) The rates of Sales Tax, G.S.T, C.S.T and Excise Duty must be clearly indicated. Whenever chargeable S.T/ G. S. T / C. S. T numbers must be indicated. It will be deemed that no Taxes are payable by us if such items are not indicated.

19. Performance Security

- a. The successful bidder shall deposit an amount equal to 3% of the approved tender cost within 2 weeks of conveying ICMR- NCDIR's intention for accepting the bid as Performance Security.
- b. Performance Security shall be submitted in the form of Bank Guarantee issued by a scheduled Bank and the Performa provided in Annexure VIII of the bid document or DD/Banker's cheque drawn in favour Director, ICMR- NCDIR, Bengaluru
- c. Performance Security will be discharged after completion of contractor's performance obligations under the contract.

20. Termination for Insolvency

The Purchaser may at any time terminate the Contract by giving written notice to the Contractor, without compensation to the contractor if the contractor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such

termination will not prejudice or effect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

21. Add On/Repeat Order

- a) ICMR- NCDIR, reserves the right to place Add on/Repeat order for additional quantity to 100% of the original quantity at the same rate and terms & conditions of the purchase order within six months from the date of issue of purchase order.

We confirm with our acceptance to the Commercial & General Terms & Conditions Sl. No. 1 to 21 as given above.

Date:

Name, Signature and Seal of Bidder

Annexure I

**NATIONAL CENTRE FOR DISEASE INFORMATICS & RESEARCH
(Indian Council of Medical Research)**

**ICMR Complex-Nirmal Bhavan
Poojanahalli Road, Kannamangala Post
Bengaluru-562110**

PART –I (TECHNICAL BID)

Technical bid for TENDER FOR’ Hiring, installation, testing, commissioning of Web Server for ICMR- National Centre for Disease Informatics and Research, Bengaluru’

No.	Content	Windows	Linux		Compliance Yes/No.	If No, specify
			Email	JAVA Technology		
			VM0	VM1		
1	Processor	10 Cores with 2 nd Generation Intel Xeon Scalable Processor OR 10 Cores with 2 nd Generation AMD EPYC (Rome) Processor With clock speed of 2.2Ghz or better	10 Cores with 2 nd Generation Intel Xeon Scalable Processor OR 10 Cores with 2 nd Generation AMD EPYC (Rome) Processor With clock speed of 2.2Ghz or better	8 Cores with 2 nd Generation Intel Xeon Scalable Processor OR 8 Cores with 2 nd Generation AMD EPYC (Rome) Processor With clock speed of 2.2Ghz or better		
2	RAM	96 GB DDR4	64 GB DDR4	32 GB DDR4		
3	Hard Drive (SAS Storage)	1000 GB on SAS 10k rpm	1000 GB on SAS 10k rpm	1000 GB on SAS 10k rpm		

4*	Operating System	Windows Server 2016 Standard Edition (64 bit) (Academic Version in the name of ICMR-NCDIR)	CentOS Latest Version (64 bit)			
5*	Database Software	MS SQL Server 2016-Standard Edition (Academic Version in the name of ICMR-NCDIR) and MySQL	MySQL	MySQL		
6*	Web Development Framework	IIS Latest Version Dotnet Framework 2.0 – latest version ASP . netwith ajax 2.0- latest version		Latest jdk, TOMCAT APACHE Goldfish		
7	Mail Server Software		Zimbra collaboration open source Webmail			
8	Port Speed	100 Mbps	100 Mbps	100 Mbps		
9	Data-transfer Bandwidth	Unlimited monthly data transfer with a Internet Port speed of 100 Mbps				
10	Virtual Machine Installation	Fully Managed				
11	Virtual Machine Backup's	Snapshots, Daily Incremental Backup, Weekly full backup offsite and Fully Managed, Option to download backups & VM image by ICMR- NCDIR Administrators				

12	Software Installation	Fully Managed		
13	Remote Access to VM / Remote Rebooting	Full Access Rights		
14	Support	Fully Managed		
15	Up Time	99.99%		
16	Certification	ISO 27001, ISO 9001		
17	Data Centre Location	INDIA		
18	Resource usage data including CPU/RAM/Network traffic/Hard disc used etc.	Fully Managed and online Statistics Report (CPU, RAM, Network, Hard disk etc. utilization). Monthly Offline reports have to be sent to ICMR- NCDIR Administrator via email.		
19	Subdomain Creation	Unlimited Creation in any of the above mention VM's		
20	IP Address	3 public IP address		
	<p>Latest updates + Security updates on regular basis, Proactive monitoring server health</p> <p>*All license should be purchased in the name of ICMR-NCDIR. The licenses, certificate and keys should be handed over to ICMR-NCDIR</p>			

The above amount mentioned is inclusive of all taxes and other charges.

Date: _____ Name, Signature and Seal of the Bidder

ANNEXURE - II

AGREED TERMS AND CONDITIONS

(TO BE FILLED BY INDIAN BIDDERS QUOTING ONLY IN INDIAN RUPEES)

Important Notes:

Important Notes:

- a) This questionnaire (ATC) duly filled-in the same word file must be submitted along with the offer, failing which your offer will be liable for rejection. This document received in any other form will not be accepted and can lead to rejection of offer.
- b) Each point must be confirmed / replied suitably.
- c) Bidders to note that the confirmation/acceptance/comments mentioned/agreed by them in this ATC are final and will supersede any contrary term indicated elsewhere in their quotation / tender documents.

NCDIR'S Tender No: NCDIR/ICMR/2017/DWS/2021

S. No.	Description/Tender Requirement	Vendor's Reply
	Vendor Compliance to Technical Conditions	
1.	Confirm that the offer has been submitted strictly as per the tender requirements.	
2.	Confirm that all pages of "Technical Specifications" have been submitted with the technical bid as a token of acceptance	
3.	Confirm that all the documents related to "Technical Criteria for acceptance of offer" have been submitted with the technical bid.	
4.	Confirm that there is no technical deviation and specification of offered product is same as per tender specification	
	Vendor Compliance to Commercial Conditions	
1.	Confirm that you are a OEM OR Authorized dealer of Web Server In case of authorized dealer of Web Server submit authorization letter along with your bid	
2.	Confirm that the quoted prices are in Indian Rupees	
3.	Confirm that the Prices shall be FIRM and FIXED till complete execution of order and shall not be subject to variation on any account	
4.	Confirm unconditionally that your quotation is valid for acceptance up to 1 year from the closing date of this enquiry	
5.	Please note that Packaging & Forwarding charges or any other charges should be included in Price Bid. The total price of all items put together will be considered for price evaluation.	
6.	Excise Duty –It may please be noted that ICMR- NCDIR, Bengaluru is registered with the DSIR for the purpose of availing the Central Excise Duty exemption in terms of Govt. Notification No.51/96-Customs dated 23.07.1996 and No.10/97-Central Excise dated 01.03.1997 . The Exemption Certificate along with the copy of Certificate of Registration (if required) can be obtained on demand and would be provided to the successful bidder as and when asked for.	

7.	Please confirm that your firm have not been banned or delisted by any Government or Quasi Government agencies or PSUs. This does not necessarily be the cause for disqualification. However if this declaration is not furnished the bid may be rejected as non-responsive.	
8.	If your response to point no. 10 above is “Banned/Delisted”, please provide details of such banning / delisting such as (i) Banned / Delisted by (Name of Co.) and (ii) Validity of such delisting / banning.	
9.	Confirm unconditional acceptance that any bidder making a false claim would have its contract terminated forthwith, if detected later.	
10.	Confirm that you shall supply the requisite operation/maintenance manual with the equipment.	
11.	Please also confirm that spare parts shall be made available as and when required for a minimum period of 7 years from the date of successful completion of warranty period.	
12.	Confirm unconditional acceptance Confirm unconditional acceptance of comprehensive warranty (inclusive of absolutely free of charge delivery (all expenses paid) at our site and installation of replacement parts/spares and free of all expenses related to such service calls) for a period of clear 12 months or more from the date of satisfactory completion of onsite installation, commissioning and training at our location	
13.	<p>Confirm whether your firm is registered with any of the following in order to avail the benefits/preference available vide Public Procurement Policy MSEs Order, 2012.</p> <ul style="list-style-type: none"> a) District Industries Centers (DIC) b) Khadi and Village Industries Commission (KVIC) c) Khadi and Village Industries Board d) Coir Board e) National Small Industries Corporation (NSIC) f) Directorate of Handicraft and Handloom g) Any other body specified by Ministry of MSME <p>If Yes, then please mention with whom your firm is registered with as MSE and the proof for the same may be attached</p> <p>NOTE: Benefits/Preference available to Micro & Small Enterprises (MSEs) is applicable to “Producer/Manufacturer” of the tendered items only”</p>	
14.	The bidder is requested to advise whether they have a rate contract for the quoted items with DGS&D and if so whether the same could be extended to ICMR- NCDIR.	

Date:

Name, Signature and Seal of Bidder

ANNEXURE – III

List of Govt. Organizations / Dept.

List of Government Organizations for whom the Bidder has undertaken such work during last three years(must be supported with work orders)		
Name of the organization	Name of the Contact Person	Contact No.

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

Signature of Bidder

ANNEXURE – IV

BIDDER DETAILS

Date:

To
 The Director,
 National Centre for Disease Informatics and Research
 Bengaluru – 562 110

Dear Sir,

We hereby give our consent to accept the related payments of our claims/bills on NCDIR through Cheques or Internet based online E-Payments system at the sole discretion of NCDIR. Our Bank account details for the said purpose are as under:

<u>A. Vendor Details:</u>	
1.Name (As per the Bank Records)	
2.Address	
3.PAN No.	
4.TIN No.	
5.CST No.	
6.E-mail ID	
7.Mobile Number	
<u>B. Particulars of Bank Account:</u>	
1. Bank Name	
2. Branch Name/Branch Code	
3. Branch Address	
4. 9 Digit MICR No. of Bank and Branch(As appearing on the cheque)	
5. Account Type (Savings/Cash credit/Current)	
6. Account Number (as appearing on the cheque book)	
7. IFSC Code of the Branch(For RTGS)	
8. IFSC Code of the Branch(For NEFT)	

***(please attach a blank copy of a cancelled cheque/photocopy of a cancelled cheque issued by your Bank related to the above account number for verifying the accuracy of the 9 digit MICR code number.

I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected to all for reasons of incomplete or incorrect information I would not hold the user Institution responsible.

Date:

Signature/Seal of Firm

Phone No:

Certified that the particulars furnished above are correct as per our records

Date:

Company's Authorized Signatory

Phone No:

Encl: Photocopy of cheque duly cancelled and copy of Indian PAN Card

[Note: Above details should be duly signed and submitted on the letterhead]

ANNEXURE – VI

(Undertaking from Bidders)

To

The Director,
 ICMR- National Centre for Disease Informatics and Research
 Nirmal Bhawan-ICMR Complex (II Floor), Poojanahalli
 Off N.H. –7, Adjacent to Trumpet Flyover of BIAL
 Kannamangala Post, Bengaluru – 562 110

Sir,

Nature of Goods/ Equipment's / Services:	Hiring, installation, testing, commissioning of Web Server
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Having examined and perused the following documents:

1. Notice Inviting Tender
2. Instruction to the Bidder
3. Commercial General Terms & Conditions
4. Technical Specifications of items (Annexure – I) for which tender is issued
5. Price Bid

I/Wedo hereby submit tender in prescribed formats for Hiring, installation, testing, commissioning of Web Server to ICMR- NCDIR, Bengaluru, completed in all respects in accordance with the conditions applicable.

If this tender is accepted, I/We agree to abide by and fulfill all the terms and conditions in the tender documents

I/We hereby distinctly and expressly declare and acknowledge that before the submission of this tender, I/We have carefully read and followed the instructions and I/We have understood the existing system of supply in the ICMR- NCDIR, including the scope and nature of duties expected from the Bidder.

I/We distinctly agree that I/We would hereafter make no claim or demand upon the ICMR- NCDIR, Bengaluru based upon or arising out of any alleged misunderstanding or misconceptions or mistake on my/our part of the said stipulations, restrictions and conditions.

Any notice required to be served on me/us shall be sufficiently served on me/us by post (registered or ordinary) or courier or left at my/our address furnished herein. I/We fully understand the terms and conditions in the tender documents.

Date:

Name, signature & seal of the bidder

ANNEXURE – VI

TENDER FEE & EARNEST MONEY DEPOSIT PAYMENT PARTICULARS

Number of Demand Drafts enclosed:

Demand Draft particulars:

Sl. No.	D. D. No.	Date	Name of the Bank / Branch and Place	Amount
1.				
2.				
3.				

*I/We hereby declare that our firm is registered under MSME and therefore, I/We are eligible for exemption from furnishing Tender Fee/EMD for tenders of Government of India and I/We have furnished a true copy of the relevant MSME Certificate, in lieu of Tender Fee/EMD as per the terms and conditions of this tender.

I / We, hereby declare that the particulars furnished by me/us in this offer are true to the best of my/our knowledge and I/We understand and accept that, if at any stage the information furnished by me/us are found to be incorrect or false, I/We am/are liable for disqualification from this tender and also liable for any penal action that may arise due to the above, besides being black listed.

*Strike out, if not applicable.

Signature :

Name :

Designation :

Name of the Agency :

Address of the Bidder :

Phone No. & Mob. No. :

Email Address :

Website Address (if any) :

Date :

ANNEXURE – VII

PERFORMANCE SECURITY BOND FORM

1. In consideration of ICMR- National Centre for Disease Informatics and Research, Bengaluru (here in after called the ICMR- NCDIR Bengaluru) having agreed to exempt _____(here in after called the said contractor(S) from the demand of security deposit/earnest money of Rs _____on production of Bank Guarantee for Rs._____. For the due fulfillment by the said contractors of the terms & conditions to be contained in an Agreement in connection with the contract for hiring, installation, testing, commissioning of Web Server for National Centre for Disease Informatics and Research (ICMR) Bengaluru. _____we, (name of the Bank)

_____ (herein after referred to as “the Bank”) at the request of _____Contractor’s do hereby undertake to pay the NCDIR Bengaluru an amount of not exceeding _____, against any loss or damage caused to or suffered or would be caused to or suffered by the ICMR- NCDIR Bengaluru reason of any breach by the said contractor’s of any of the terms & conditions contained in the said agreement.

2. We (Name of the Bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the ICMR- NCDIR Bengaluru stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the ICMR- NCDIR Bengaluru reason of breach by the said contractor’s of any of terms & conditions contained in the said agreement or by reason of the contractors failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee, where the decision of the ICMR- NCDIR Bengaluru in these counts shall be final and binding on the Bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs._____.

3. We undertake to pay to the ICMR- NCDIR Bengaluru any money so demanded not withstanding any disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under the present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/ supplier(s) shall have no claim against us for making such payment.

4. We (Name of the bank) _____ further agree that the guarantee herein contained shall remain in full force and effect immediately for a period of one year from date herein and further agrees to extend the same from time to time (one year after) so that it shall continue to be enforceable till all the dues of the ICMR- NCDIR Bengaluru, under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till ICMR- NCDIR Bengaluru certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges guarantee.

5. We (name of the bank) further agree with the ICMR- NCDIR Bengaluru that the ICMR- NCDIR Bengaluru shall have the fullest liberty without our consent and without affecting in

any manner our obligations here under to vary and of the terms & condition of said agreement or to extend time of performance by the said contactor(s) from time to time or to postpone for any time to time any of the powers exercisable by the ICMR- NCDIR Bengaluru against the said any contractor(s) and to forbear or enforce any of the terms & conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, and or any omission on the part of the ICMR- NCDIR Bengaluru or any indulgence by the ICMR- NCDIR Bengaluru to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. The guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s)/ supplier(s).

7. This guarantee shall be irrevocable and the obligations of the Bank herein shall not be conditional to any prior notice by ICMR- NCDIR Bengaluru.

Dated: _____

For

(Indicating the name of the bank)

N.B. This guarantee should be issued on non-judicial stamped paper, stamped in accordance with the stamp act.

ANNEXURE – VIII

DECLARATION

I/We having our office as mentioned below and declare that I/we have never been blacklisted by any State Government/Central Government or any State/Central PSU.

Signature :

Name :

Designation :

Name of the Agency :

Address of the Bidder :

Date :

Place :

ANNEXURE – IX**TURN OVER DETAILS**

As per the tender eligibility criteria, The Service Provider must have a turnover of Rs. 1 Crore, at least two of the last three Financial Years ending on 31-3-2020. These turnover details will have to be substantiated with the appropriate documentary evidences duly enclosed.

The last three years' sales turn-over details are furnished as follows.

Name of the Company / Firm:

Sl. No.	Financial Year	Turnover (Rs. In Crore)
1	2017-18	
2	2018-19	
3	2019-20	

Important: Proof of the above sales turn-over details should be furnished in the form of Audited Annual Accounts of the bidder.

Date:

Company's Authorized Signatory

[Note: Above details should be duly signed and submitted on the letterhead]

ANNEXURE - X

**CERTIFICATE FOR THE DOCUMENTS DOWNLOADED FROM THE NCDIR,
BENGALURU WEBSITE**

“I(Authorized signatory) hereby declare that the tender document submitted has been downloaded from the website www.ncdirindia.org and no additional/deletion/correction has been made in the Performa downloaded. I also declare that I have enclosed a DD/Bankers Cheque No.....dated.....for Rs.....towards the cost of tender document along with technical bid”.

In case at any stage, it is found that the information given above is false / incorrect, NCDIR, Bengaluru shall have the absolute right to take any action as deemed fit/without any prior intimation.

Date:

Company’s Authorized Signatory

[Note: Above details should be duly signed and submitted on the letterhead]

ANNEXURE - XI

NO RELATION CERTIFICATE

This is to certify that I/We have no relative as an Employee of Indian Council of Medical Research (ICMR) and/or any of the Institutes under ICMR (close relative means Father, Mother, Brother, sister, Son, Daughter and spouse) nor any such close relatives associated with us as Proprietor/Partner/Share holder/Director and like.

Signature of the Tenderer Address with Office Seal and Date

UNDERTAKING

We do hereby accept the general terms and conditions as provided by the NCDIR for supply Scientific Equipment's for ICMR-NCDIR, Bengaluru -562110 and also undertake to execute the work strictly as per terms and conditions of the tender read with our Work Plan and the Commercial Bid. NCDIR shall be at liberty to cancel the order in full or in part and also forfeit the Earnest money deposit or Security deposit in the event of failure of any of the above declaration made by us. We have not stipulated any additional conditions in Part II Commercial Bid of our tender.

Signature of the Tenderer / Authorized Attorney

DECLARATION

We hereby declare that we have never been blacklisted by any of our clients where we have executed civil construction and renovation work during the past 5 years for bad quality of work or sub-standard quality of work and/or non-completion of work or otherwise for any reasons whatsoever.

Signature of the Tenderer / Authorized Attorney

ANNEXURE - XII

Bid Security Declaration

To,

The Director
ICMR-NCDIR, Bengaluru

Ref: (1).Tender Enquiry No.....Dated.
(2) Our Bid No.....Date.

We , irrevocably declare as under:

We , irrevocably declare as under: I/We understand that, as per Clauseof Tender/bid conditions, bids must be supported by a Bid Security Declaration in lieu of Earnest Money Deposit.

I/We hereby accept that I/We may be disqualified from bidding for any contract with you for a period of Three years from the date of disqualification as may be notified by you (without prejudice to FACT's rights to claim damages or any other legal recourse) if,

- 1) I am /We are in a breach of any of the obligations under the bid conditions,
- 2) I/We have withdrawn or unilaterally modified/amended/revised, my/our Bid during the bid validity period specified in the form of Bid or extended period, if any.
- 3) On acceptance of our bid by FACT, I/we failed to deposit the prescribed Security Deposit or fails to execute the agreement or fails to commence the execution of the work in accordance with the terms and conditions and within the specified time.

Signature: Name & designation of the authorized person signing the Bid-Securing Declaration

Form: Duly authorized to sign the bid for and on behalf of: _____
(complete name of Bidder) Dated on _____ day of _____ month,
_____ year.

(Note: In case of a Joint Venture, the Bid Security Declaration must be in the name of all partners to the Joint Venture that submits the bid).

Annexure XII (A)

**NATIONAL CENTRE FOR DISEASE INFORMATICS & RESEARCH
(Indian Council of Medical Research)**

**ICMR Complex-Nirmal Bhavan
Poojanahalli Road, Kannamangala Post
Bengaluru-562110**

**PART –II (Financial BID)
(Separation Page)**

**Tender for Hiring, installation, testing, commissioning of Web Server for
ICMR- National Centre for Disease Informatics and Research, Bengaluru.**

Annexure XII (B)

NATIONAL CENTRE FOR DISEASE INFORMATICS & RESEARCH (Indian Council of Medical Research) Nirmal Bhawan-ICMR Complex Poojanahalli Road, Kannamangala Post Bengaluru-562110

Part – II COMMERCIAL BID (Financial Bid)

No.	Content	Windows	Linux				
			Email	JAVA Technology	Amount in Rs.	GST @	Total
			VM0	VM1	VM2		
1	Processor	10 Cores with 2 nd Generation Intel Xeon Scalable Processor OR 10 Cores with 2 nd Generation AMD EPYC (Rome) Processor With clock speed of 2.2Ghz or better	10 Cores with 2 nd Generation Intel Xeon Scalable Processor OR 10 Cores with 2 nd Generation AMD EPYC (Rome) Processor With clock speed of 2.2Ghz or better	8 Cores with 2 nd Generation Intel Xeon Scalable Processor OR 8 Cores with 2 nd Generation AMD EPYC (Rome) Processor With clock speed of 2.2Ghz or better			
2	RAM	96 GB DDR4	64 GB DDR4	32 GB DDR4			
3	Hard Drive (SAS Storage)	1000 GB on SAS 10k rpm	1000 GB on SAS 10k rpm	1000 GB on SAS 10k rpm			
4*	Operating System	Windows Server 2016 Standard Edition (64 bit) (Academic Version in the name of ICMR-NCDIR)	CentOS Latest Version (64 bit)				

5*	Database Software	MS SQL Server 2016-Standard Edition (<i>Academic Version</i> in the name of ICMR-NCDIR) and MySQL	MySQL	MySQL			
6*	Web Development Framework	IIS Latest Version Dotnet Framework 2.0 – latest version ASP .net with ajax 2.0- latest version ASP.net with ajax 2.0		Latest jdk, TOMCAT APACHE Goldfish			
7	Mail Server Software		Zimbra collaboration open source Webmail				
8	Port Speed	100 Mbps	100 Mbps	100 Mbps			
9	Data-transfer Bandwidth	Unlimited monthly data transfer with a Internet Port speed of 100 Mbps					
10	Virtual Machine Installation	Fully Managed					
11	Virtual Machine Backup's	Snapshots, Daily Incremental Backup, Weekly full backup offsite and Fully Managed, Option to download backups & VM image by ICMR- NCDIR Administrators					
12	Software Installation	Fully Managed					
13	Remote Access to VM / Remote Rebooting	Full Access Rights					
14	Support	Fully Managed					
15	Up Time	99.99%					
16	Certification	ISO 27001, ISO 9001					
17	Data Centre Location	INDIA					
18	Resource usage data including CPU/RAM/Network traffic/Hard disc used etc.	Fully Managed and online Statistics Report (CPU, RAM, Network, Hard disk etc. utilization). Monthly Offline reports have to be sent to ICMR- NCDIR Administrator via email.					

19	Subdomain Creation	Unlimited Creation in any of the above mention VM's			
20	IP Address	3 public IP address			
	Latest updates + Security updates on regular basis, Proactive monitoring server health *All license should be purchased in the name of ICMR-NCDIR. The licenses, certificate and keys should be handed over to ICMR-NCDIR				

The above amount mentioned is inclusive of all taxes and other charges.

Date: Name, Signature and Seal of the Bidder