



# **NATIONAL INSTITUTE OF BIOMEDICAL GENOMICS**

(An autonomous Institute of Dept. of Biotechnology, Ministry of Science & Technology, Govt. of India)

## **TENDER DOCUMENT**

**NIT No.:** NIBMG/CAMC ICT/2023-24/011,

**Dated.** 18-10-2023

**Tender for Comprehensive Annual Maintenance Contract (CAMC) of Information Communication Technology (ICT) related items and non-IT items of Data Centre in NIBMG, Kalyani**

**October, 2023**

## CRITICAL DATE SHEET

**NIT No.:** NIBMG/CAMC ICT/2023-24/011,

Dated. 18-10-2023

<b>Published Date</b>	<b>18-10-2023 (06.00 PM)</b>
<b>Bid Document Download / Sale Start Date</b>	<b>19-10-2023 (09:00 AM)</b>
<b>Pre-Bid Meeting Date</b>	<b>02-11-2023 (03.00 PM)</b>
<b>Clarification Start Date</b>	<b>19-10-2023 (09:00 AM)</b>
<b>Clarification End Date</b>	<b>31-10-2023 (02.00 PM)</b>
<b>Bid Submission Start Date</b>	<b>19-10-2023 (09:00 AM)</b>
<b>Bid Submission End Date</b>	<b>08-11-2023 (03.00 PM)</b>
<b>Bid Opening Date</b>	<b>09-11-2023 (04.00 PM)</b>

## **Tender for Comprehensive Annual Maintenance Contract (CAMC) of Information Communication Technology (ICT) related items and non-IT items of Data centre in NIBMG, Kalyani**

**NIT No.:** NIBMG/CAMC ICT/2023-24/011,

Dated. 18-10-2023

The National Institute of Biomedical Genomics (NIBMG) is an Autonomous Institution established by the Government of India, under the aegis of the Department of Biotechnology. This is the first institution in India explicitly devoted to research, training, translation & service, and capacity-building in biomedical genomics. It is in Kalyani, West Bengal, India, about 50 km. from Kolkata.

Online Tenders are invited in two parts namely Technical Bid (including General Terms & Conditions) and Price Bid for providing Comprehensive Annual Maintenance Contract (CAMC) of Information Communication Technology (ICT) related items and non-IT items of Data centre in NIBMG, Kalyani initially for one year.

Tender document can be downloaded from NIBMG website <https://www.nibmg.ac.in> or from Central Public Procurement Portal. Bidders should enrol/register in the e-procurement module of Central Public Procurement Portal through the website: <https://eprocure.gov.in/eprocure/app>. Bidders should also possess a valid DSC for online submission of bids.

The vendor willing to participate must submit documentary evidence of NEFT of Rs. 50,000/- (Rupees fifty thousand only) as Earnest Money Deposit (EMD) along with the Technical Bid.

Earnest Money Deposit (EMD): An amount of Rs. 50,000/- (Rupees fifty thousand only) should be deposited by NEFT directly to the institute **Account No- 0579050053288**, AC/ Name: **NATIONAL INSTITUTE OF BIOMEDICAL GENOMICS**, Bank: **Punjab National Bank**, Branch: **Kalyani**, IFS Code: **PUNB0057920**, proof of transaction advice should be enclosed in technical bid. Failure to deposit Earnest Money will lead to rejection of tender.

Exemption from EMD shall be governed by Manual for Procurement of Goods 2017 and EMD exemption shall be applicable to firms registered with Central Purchase Organization, NSIC, MSME etc. for item tendered only.

Incomplete or conditional tenders submitted would be summarily rejected. The Director, NIBMG reserves the right to cancel any or all tenders without assigning any reason thereof.

## I) ELIGIBILITY CRITERIA:

Sl.	Eligibility Criteria	Documentary proof to be furnished ( <i>File name &amp; page nos. of the supporting documents need to be mentioned</i> )
A	The bidder should have valid trade license for and must be doing similar line of business in India.	Copy of Trade license. Copy of Relevant work orders.
B	The Firm/Company must have a registered head/branch office in and around Kolkata for over 3 years.	Necessary papers must accompany the technical bid. Enclosed copy of trade licence.
C	The firm/company must have minimum Fifty lakh rupees annual turnover in similar support/service businesses in the last three financial years.	Certificate from Chartered Accountant must be enclosed.
D	The Bidder must have profit/positive Net Worth in the last 3 (Three) financial years.	Audited Report with Annual accounts for last three years must be submitted in support of the same.
E	The firm/company should produce the self-attested photocopies of documents related to allocation of Registration Number, PAN Number, GST registration number, Trade license, Copy of Income Tax return of last 3 years.	Necessary papers must accompany the technical bid.
F	Bidder must have at least 5 valid Network (Cisco/HPE/Aruba) certified engineers/administrators and at least 5 valid Red hat Linux (or equivalent) certified engineers/administrators on their direct payroll.	Copy of valid Certificates; Appointment letters of the engineers; Copy of monthly Contribution Details or Electronic Challan Cum Return (ECR) of EPF/ESIC/Medical Insurance etc.
G	Bidder should be currently maintaining at least 2 (two) Comprehensive Annual maintenance contracts (CAMC) of non-IT items of a Data centre in a premier academic/research institutions in India.	Copy of work orders
H	Bidder should be currently maintaining at least 2 (two) Comprehensive Annual maintenance contracts (CAMC) of ICT related hardware items in a premier academic/research institutions in India.	Copy of work orders
I	Must produce two letters of recommendations of satisfactory services pertaining to points #G, #H from the present organisations where services are being provided.	Recommendation letters of satisfactory services from the customers in their organisational letter head.
J	Bidder who has been blacklisted by any organization including NIBMG in the past is not allowed to submit their bid. The Bidder shall be required to give a declaration in their letter head that they have never been blacklisted by any Academic institution/ Government Agencies / Govt. Department / Quasi Govt. Dept / PSU / Private firms / Board / Council or similar organization.	Bidder shall be required to give a declaration in their letter head in original mentioning this tender number.

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NIBMG reserves the right to evaluate the Bidder's performance through the report from any Govt. Department/ Quasi Govt. Dept / PSU / Board of Council or similar organization at their own discretion or ask the bidder to produce service satisfaction certificate from the customer base mentioned as per above criteria. During evaluation, a bid will be summarily rejected, if the Institute receives any dissatisfactory feedback from any clients (existing/previous) of the bidder.

Also, Incomplete bids are liable to be rejected. National Institute of Biomedical Genomics (NIBMG) reserves the right to reject the tender without assigning any reason.

**II) GENERAL AND COMMON TERMS AND CONDITIONS:**

1. Incomplete bids are liable to be rejected.
2. The Director, National Institute of Biomedical Genomics (NIBMG) reserves the right to reject the tender without assigning any reason.
3. The vendor willing to participate must submit documentary evidence of NEFT transaction of **Rs. 50,000/- along with Technical Bid as Earnest Money Deposit (EMD)**. Bidders will not be allowed to participate without EMD. Bidder who is exempted from submission of EMD, must produce necessary certificates for availing the exemption. EMD of unsuccessful bidders will be refunded after the award of order to the successful bidder. EMD of successful bidder will be refunded after submission of performance Bank Guarantee (PBG).
4. NIBMG reserves its right to terminate the maintenance contract at any time after giving a notice period of 3 months without assigning any reason. The contractor will not be entitled to claim any compensation against such termination. However, while terminating the contract, if any payment is due to the contractor for maintenance services already performed in terms of the contract, these would be paid as per the contract terms.
5. The bids will be accepted in single stage two bids system i.e., **Technical Bid and Financial Bid**. All pages of technical bid shall be signed by the bidders. Incomplete or conditional applications submitted would be summarily rejected. The Director, NIBMG reserves the right to cancel any or all applications without assigning any reason thereof.  
Machine serial numbers for each item will be provided to the CAMC vendor along with Work order.
6. The CAMC vendor shall furnish performance Bank Guarantee (PBG) to the NIBMG for an amount of 10% of contract value in the form of Bank Guarantee from any nationalized bank within 15 days of Service Providers receipt of the CAMC order. The Performance Guarantee will be for a period of 15 months. If the CAMC order is not accepted, then the bid security will be forfeited. In case of extension of CAMC Tender, the performance security is to be extended correspondingly. The percentage rate of performance Security may vary based on change of Govt Order.
7. The Performance Security Bond will be discharged by the NIBMG after 60 days of completion of the CAMC contract.
8. The firm/company may visit NIBMG for ensuring the condition of the all the ICT equipment mentioned in the Technical Bid prior to the last date of submission of the tender. It will not be open for the contractor to refuse maintenance of any equipment listed in ICT equipment details after the last date of submission of the tender.

9. Rates shall be quoted inclusive of all charges, levies, GST etc. The rates quoted will remain in force for the full period of contract. No demand for revision of rate on any account shall be entertained during the contract period. NIBMG will not bear the liability of any GST variation that may happen during the contract period or extension if any.
10. The CAMC will be initially for 01 (one) years and may be further extended for a period of 01 (one) or 02 (two) more years on the same terms and condition of the existing contract based on the mutual agreement.
11. Unit wise CAMC charges for all the items must be quoted separately but selection of the vendor will be based on total tender amount. NIBMG should have a single point of contact for all kinds of IT related services.
12. Immediately on award of the contract, the contractor would give a report taking over all equipment (giving their configuration in working condition also). The report should be mutually agreed and signed by NIBMG. It shall be the responsibility of the firm/company to make all the equipment work satisfactorily throughout the contract period and to hand over the systems to the Department in working conditions on the expiry of the contract. In case any damage on the systems of the department is found, compensation which would be determined by the Competent Authority will have to be rectified/paid by the firm.
13. It may also be noted that in case of contractor backing out in mid-terms without any explicit consent of NIBMG, the firm/company will be liable to recovery at higher rate vis-à-vis, those contracted with it, which may have to be incurred by NIBMG on maintenance of machines for the balance period of contract through alternative means and the contractor will be blacklisted.
14. The above act of backing out would be automatically debar the firm from any further dealing with NIBMG and EMD/performance guarantee amount would also be forfeited.
15. No advance payment in any case would be made. However, quarterly payment on satisfactorily rendering of service would be made.
16. The initial period of contract will be for one year from the date of award of contract. The contract may be renewed, if the services provided by the agency found to be satisfactory and unit rates of CAMC for all the items remain the same.
17. The tender is not transferable.
18. The contractor shall be responsible for any loss or damage caused to any of the machines owing to negligence on his part. The contract will be on comprehensive basis include repairs and replacement of spare parts without extra payment.
19. Any kind of outsourcing or offloading this job to any another agency will not acceptable.
20. NIBMG reserves the right to accept or reject any or all tenders without assigning any reasons.
21. No subletting of contract shall be allowed at any point of time of contract.
22. All disputes in this connection shall be settled in Kolkata jurisdiction only.
23. Work order would be issued to a single vendor as a single order and for having a single point of contact for all kind of support related issues.
24. The agency must keep some spare parts (Hard disk, RAM, power supply units, Fans etc.) for the servers, server chassis and networking equipment (Switches with POE+ and SFP ports) in the Institute along with below standby items from the day one of the contract.

<b>Below items to be kept as standby in the Institute by the bidder from day one</b>	
<b>Item details</b>	<b>Qty.</b>
<b>UPS - type-1:</b> APC UPS 1.5 KVA (BR1500G-IN, 1500VA/865W)	3
<b>UPS - type-2:</b> Back-UPS RS 1100 (BR1100CI-RS, 660 Watts / 1.1kVA)	1
<b>Laptop (new):</b> with i5, 16 GB RAM, 1 TB SSD, latest original windows pro.	1
<b>Desktop:</b> with i5, 16 GB RAM, 1 TB SSD, latest original windows pro.	3
<b>UBS Keyboard</b>	2
<b>USB Mouse</b>	2
<b>SIP phone (Make: Mitel, Model: 6867i)</b>	1
<b>SIP phone (Make: Mitel, Model: 6863i)</b>	2
<b>Set of Wireless keyboard &amp; Mouse</b>	1

25. The bidder may visit the site and Data center within 7 working days of floating this tender to know about the existing setup including hardware, software, cables, connectors, etc. with a prior appointment by emailing [purchases@nibmg.ac.in](mailto:purchases@nibmg.ac.in)
26. Queries or change requests, if any, must be sent with necessary justification and to [purchases@nibmg.ac.in](mailto:purchases@nibmg.ac.in) within 7 days of floating this tender. No response will be given to a query or change request received after 7 days of floating this tender.
27. An email address, phone number and URL of the support call logging portal must be provided by the vendor for reporting all support and preventive calls. This facility must be available on 24x7x365 basis. The time of reporting a call will be considered for calculating the penalty amount of each case.
28. A complete escalation matrix starting from service engineer to head of the organization must be submitted along with the bid.
29. Provisions of the Public Procurement (Preference to Make in India) order issued by the Department for Promotion of Industry and Internal Trade, Govt. of India, vide OM No. **P 45021/2/2017-PP** (BE-II) dated 04 June 2020, shall be applicable in the tendering process.
30. **Integrity Pact:** Integrity Pact binds both buyers and contractor to ethical conduct and transparency in all activities from pre-selection of bidders, bidding and contracting, implementation, completion and operation related to the contract.

The Integrity pact essentially envisages an agreement between the prospective vendors/bidders and the buyer, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract. Only those vendors/bidders, who commit themselves to such a Pact with the buyer, would be considered competent to participate in the bidding process. In other words, entering into this Pact would be a preliminary qualification. The essential ingredients of the Pact include:

- a) Promise on the part of the Purchaser to treat all bidders with equity and reason and not to seek or accept any benefit, which is not legally available;
- b) Promise on the part of bidders not to offer any benefit to the employees of the Purchaser not available legally and also not to commit any offence under Prevention of Corruption Act, 1988 or Indian Penal Code 1860;
- c) Promise on the part of bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contracts; etc.
- d) Undertaking (as part of Fall Clause) by the bidders that they have not and will not sell the same material/equipment at prices lower than the bid price;
- e) Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates;
- f) Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary;
- g) Bidders to disclose any past transgressions committed over the specified period with any other company in India or Abroad that may impinge on the anti-corruption principle;
- h) Integrity Pact lays down the punitive actions for any violation.

Each page of such Integrity pact proforma would be duly signed by Purchaser's competent signatory. All pages of the Integrity Pact are to be returned by the bidder (along with the technical bid) duly signed by the same signatory who signed the bid, i.e. who is duly authorized to sign the bid and to make binding commitments on behalf of his company. Any bid not accompanied by Integrity Pact duly signed by the bidder shall be considered to be a non-responsive bid and shall be rejected straightway.

The Integrity Pact would be effective from the date of invitation of bids till complete execution of the contract. The model format of IP is at **Annexure-IV**

### III) Scope of work and requirement with SLA and penalty:

#### a) ICT related items:

1. The contract would be onsite and comprehensive i.e. including support services and replacement of defective spare parts or whole equipment from the same OEM for all ICT related items listed list of ICT equipment (Annexure-I)".
2. In case of spare unavailability of the model, vendor needs to provide an equivalent or higher model of the spare parts or whole equipment from the same OEM.
3. The list of Servers, Workstations, Computers, Printers, UPSs, Networking hardware etc. is attached as in the Technical Bid under list of ICT equipment (Annexure-I)". NIBMG reserves rights to add/replace any item from the list at the same unit rates during the contract period with prorated (pro-rata basis) effect from the next quarterly invoice.
4. Coordination with OEMs/Vendors for troubleshooting of the computer and other peripherals under warranty/CAMC of respective OEM/Vendor.
5. The firm shall maintain the equipment as per manufacturer's guidelines and shall use genuine OEM components or equivalent for replacement.
6. Any other maintenance work to be undertaken related to the ICT items mentioned in the list.
7. All software related installation & support works (Linux, High Performance Computing (HPC), Container, Docker, InfiniBand network, etc.) for all the ICT related items of the Institute which are not mentioned in the list (Annexure-I) are also included in this contract. The support may be provided remotely or on-site as required.
8. **Service level agreement (SLA):**  
Call must be attended either physically or remotely within 1 hour of reporting a call by the end users during Monday to Saturday from 9 am to 6:30 pm and same must be solved within 24 hours. In case of delay in solving problem within 24 hours, a standby device needs to be installed within 36 hours of reporting a call for the items listed in List of ICT equipment (Annexure-I). Only attending a call will be allowed through remote tools but all kinds of repairing, troubleshooting and replacement activities need to be done physically by sending an engineer at the NIBMG. **In case of failure of adhering to the time schedule mentioned above, The Director, NIBMG shall have the right to deduct the penalty of Rs.1000/- per day per call basis from the quarterly bill submitted by the vendor.** The maximum penalty amount of each quarter would be 5% of quarterly billing amount.

#### b) Non-IT related items in Data centre:

1. Maintenance Contract will be on-site and comprehensive for all non-IT items require to run the 24x7 Data center services listed in Annexure II
2. The contract would be onsite and comprehensive i.e. including support services and replacement of defective spare parts or whole equipment from the same OEM. In case of spare unavailability of the model, vendor needs to provide an equivalent or higher model of the spare parts or whole equipment from the same OEM.
3. Quarterly Preventive maintenance must be done for all the component of the Data center listed in Annexure II
4. **Service level agreement (SLA):** Datacenter Uptime should not be less than 99.96% at any point of time during the contract period.
5. The quarterly Invoice must be accompanied with the uptime certificate jointly signed by the authorize representative of the vendor and IT head of the Institute.



<p>6. All non-IT items like equipment, software for iBMS, cables and connectors, switches, panels, etc. will be covered under CAMC including consumables like battery, gas, Oil, LED lights/bulbs, etc.</p> <p>All items (consumable and non-consumables) must be covered under this contract. NIBMG will not pay cost for replacing any consumable items of the Data center.</p>																								
<p>7. Quarterly preventative maintenance reports and Call reports if any of that quarter need to be submitted along with the invoice.</p>																								
<p>8. To continue the existing back-to-back CAMC with OEM, selected vendor must purchase "Back-to-back on-site comprehensive support with the respective OEM" for all cooling related items (PAC, CAC, and its network management, monitoring software), two 5 KVA UPS systems, two AVR systems and iBMS system (All hardware and software components) of the data centre immediately after issuing the work order. The existing contract must not be discontinued for any reasons. In case of discontinuation, the vendor will bear all the charges to be paid to the OEM for continuation. Necessary proof must be submitted within 15 days of issuing the work order.</p> <p>In case any item declares as obsolete by the respective OEM, the Institute will not pay any amount for upgradation or replacement of any items. If needed, the vendor may replace the system with equivalent make model and specifications or higher with their own cost within the contract period.</p> <p>The vendor cannot deny providing support services as per SLA for any reasons during the contract period.</p>																								
<p>9. <b><u>Penalty Charges for not complying SLA:</u></b></p> <p>The selected bidder must ensure 99.96% availability and uptime of Electrical, Cooling and iBMS services inside the data center. In case of failure, the Competent Authority of NIBMG shall have the right to deduct a penalty amount as per the SLA terms below from the quarterly payment invoice and PBG (if necessary).</p> <p>The selected bidder (Prime bidder) will be the single point of contact and any penalty to be deducted will be recovered from any payment to be made towards this CAMC.</p> <p>The penalty amount will be calculated and deducted as per the SLA terms below:</p> <table border="1" data-bbox="188 1352 1331 2069"> <tr> <td colspan="2"><b>Service level agreement (SLA) terms:</b></td> </tr> <tr> <td colspan="2"><b>Uptime:</b> All primary hardware Infrastructure like AC, 5 KVA UPS, Electrical Panels other iBMS hardware and software etc. should be in working condition and providing sufficient power and cooling supply to the IT equipment inside data center with running iBMS system for 24x7x365 days.</td> </tr> <tr> <td><b>A = Uptime (quarterly basis)</b></td> <td><b>X = Quarterly CAMC amount</b></td> </tr> <tr> <td>A &gt;= 99.96 %</td> <td>No penalty</td> </tr> <tr> <td>99.96 =&lt; A &lt; 99.90</td> <td>10% of X</td> </tr> <tr> <td>99.90 =&lt; A &lt; 99.80</td> <td>20% of X</td> </tr> <tr> <td>99.80 =&lt; A &lt; 99.70</td> <td>30% of X</td> </tr> <tr> <td>99.70 =&lt; A &lt; 99.60</td> <td>40% of X</td> </tr> <tr> <td>99.60 =&lt; A &lt; 99.50</td> <td>50% of X</td> </tr> <tr> <td>A &lt; 99.50</td> <td>No amount to be paid for the quarter</td> </tr> <tr> <td>For not conducting quarterly preventive maintenance</td> <td>Rs 20,000/- per quarter per category of items</td> </tr> <tr> <td colspan="2">At any point of time, the sum of penalties should not exceed 50% of yearly CAMC cost. Thereafter, the contract/purchase order may be cancelled, and Performance Bank Guarantee may be revoked by the competent authority of the Institute.</td> </tr> </table>	<b>Service level agreement (SLA) terms:</b>		<b>Uptime:</b> All primary hardware Infrastructure like AC, 5 KVA UPS, Electrical Panels other iBMS hardware and software etc. should be in working condition and providing sufficient power and cooling supply to the IT equipment inside data center with running iBMS system for 24x7x365 days.		<b>A = Uptime (quarterly basis)</b>	<b>X = Quarterly CAMC amount</b>	A >= 99.96 %	No penalty	99.96 =< A < 99.90	10% of X	99.90 =< A < 99.80	20% of X	99.80 =< A < 99.70	30% of X	99.70 =< A < 99.60	40% of X	99.60 =< A < 99.50	50% of X	A < 99.50	No amount to be paid for the quarter	For not conducting quarterly preventive maintenance	Rs 20,000/- per quarter per category of items	At any point of time, the sum of penalties should not exceed 50% of yearly CAMC cost. Thereafter, the contract/purchase order may be cancelled, and Performance Bank Guarantee may be revoked by the competent authority of the Institute.	
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**Part-A: TECHNICAL BID****National Institute of Biomedical Genomics, Kalyani****Tender for CAMC of ICT related Items and non-IT related items of Data centre**

NIT No.: NIBMG/CAMC ICT/2023-24/011,

Dated. 16-10-2023

Sl.	Eligibility Criteria	Documentary proof to be furnished ( <i>File name &amp; page nos. of the supporting documents need to be mentioned</i> )
A	The bidder should have valid trade license for and must be doing similar line of business in India.	Copy of Trade license. Copy of Relevant work orders.
B	The Firm/Company must have a registered head/branch office in and around Kolkata for over 3 years.	Necessary papers must accompany the technical bid. Enclosed copy of trade licence.
C	The firm/company must have minimum Fifty lakh rupees annual turnover in similar support/service businesses in the last three financial years.	Certificate from Chartered Accountant must be enclosed.
D	The Bidder must have profit/positive Net Worth in the last 3 (Three) financial years.	Audited Report with Annual accounts for last three years must be submitted in support of the same.
E	The firm/company should produce the self-attested photocopies of documents related to allocation of Registration Number, PAN Number, GST registration number, Trade license, Copy of Income Tax return of last 3 years.	Necessary papers must accompany the technical bid.
F	Bidder must have at least 5 valid Network (Cisco/HPE/Aruba) certified engineers/administrators and at least 5 valid Red hat Linux (or equivalent) certified engineers/administrators on their direct payroll.	Copy of valid Certificates; Appointment letters of the engineers; Copy of monthly Contribution Details or Electronic Challan Cum Return (ECR) of EPF/ESIC/Medical Insurance etc.
G	Bidder should be currently maintaining at least 2 (two) Comprehensive Annual maintenance contracts (CAMC) of non-IT items of a Data centre in a premier academic/research institutions in India.	Copy of work orders
H	Bidder should be currently maintaining at least 2 (two) Comprehensive Annual maintenance contracts (CAMC) of ICT related hardware items in a premier academic/research institutions in India.	Copy of work orders
I	Must produce two letters of recommendations of satisfactory services pertaining to points #G, #H from the present organisations where services are being provided.	Recommendation letters of satisfactory services from the customers in their organisational letter head.

J	Bidder who has been blacklisted by any organization including NIBMG in the past is not allowed to submit their bid. The Bidder shall be required to give a declaration in their letter head that they have never been blacklisted by any Academic institution/ Government Agencies / Govt. Department / Quasi Govt. Dept / PSU / Private firms / Board / Council or similar organization.	Bidder shall be required to give a declaration in their letter head in original mentioning this tender number.
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Also, Incomplete bids are liable to be rejected. National Institute of Biomedical Genomics (NIBMG) reserves the right to reject the tender without assigning any reason.

I confirm that: -

1) I, \_\_\_\_\_ Son / Daughter / Wife of  
Shri \_\_\_\_\_ Proprietor/Director/Partner/Manager Resident of \_\_\_\_\_,  
authorized signatory of the Agency/Firm, \_\_\_\_\_, am competent to sign this  
Declaration and execute this application document.

2) No employee or direct relation of any employee of NIBMG is in way connected  
as Partner /Shareholder/Director/Advisor/Consultant/Employee etc. with the  
Company.

3) The information furnished is correct to the best of my knowledge and belief.

4) I have read this tender document and understood the general instructions to  
vendors and undertake to abide by the same.

.....  
(Signature of Proprietor/Partner/Chief Executive/Authorized Signatory)

Name .....

(In Capital Letters)

Place: .....

(Seal of Vendor)

Date: .....

**Please sign each and every page of the tender document and the declaration mentioned in  
this page as a token of having accepted the terms and conditions mentioned therein.**

**I/we submit this tender after reading the tender notice and instructions, contained herein.  
and accepted by me/us.**

**Signature of the Authorised Signatory**  
(with seal)

Date:

Place:

Name:

Address:

Mobile Number:

<b>List of ICT equipment and software (Annexure-I)</b>		
<b>Hardware Type</b>	<b>Model No.</b>	<b>Qty.</b>
<b>High-end Servers</b>	HP c7000 Enclosure with all cards and modules	2
	HP DL360 G9	2
	HP DL360 G9	1
	HP DL360 G9	1
	DELL PE R640	1
<b>IP-PBX</b>	Mitel IP PBX with all cards, connectors, cables, software support – a consolidated system	1
	Mitel IP PBX with all cards, connectors, cables, software support – a consolidated system	1
<b>Network switches</b>	HP 5900AF-48XG-4QSFP+ Switch	2
	HP-FlexFabric 5700- JG898A	4
	Cisco Router 2811	1

**Details of non-IT equipment, hardware, software, and all other accessories in Data centre (Annexure-II)**

Category	Items	Details	Qty.	Brief Specifications
COOLING	PAC (Schneider Electric)	TDAV0921AN002	4	8 -TON PAC
	CAC (Schneider Electric)	UCA0341CWCAN3	3	4 -TON CAC
	EAA Digital Connect software and connectivity	Software and connectivity for all the cooling units	1 set	
ELECTRICAL	Main Electrical Panel for two input/output power supplies with Bus coupler (Electro Allied Products) & a programmable logic controller (PLC, make: siemens)	WORKS REF: 34/16-17 (DRG, NO, EAP-160014/MLTP)	1	400Amp (3 nos., motorised)
	Electrical Panel (Electro Allied Products) for PAC	WORKS REF: 34/16-17 (DRG, NO, EAP-160014/PAC)	1	125 Amp
	Electrical Panel (Electro Allied Products) for UPS output supply)	WORKS REF: 34/16-17 (DRG, NO, EAP-160014/O, P UPS)	1	160 Amp
	AVR (CONSUL NEOWATT)	VRT - Servo controlled Voltage Stabilizer (Microcontroller SCVS- Three Phase)	2	250 KVA
	UPS (APC)	APC (SRC5KUXI)	2	5 KVA
	PDU (ATEN)	MSIP-REM-ATN-PE6324G	24	Intelligent PDU

iBMS  (Including hardware and software support)	Gulf Security Technology (Fire alarm panel)	GST200-2 (Product no. 10102815),  <i>Smoke Detector = 20, Heat Detector =2, Hooter =4, Response Indicator = 12, Manual Call Point=2; Monitoring module = 1, Control Relay Module = 11, Isolator module = 3, Panel =1</i>	NA	Intelligent Fire Alarm Control Panel
	GAS RELEASE PANEL (RAVEL ELECTRONICS PVT.LTD)	RE-120 GR (00024-3-16)  <i>Nozzle (360°)=6, Cylinder =1, Gas release panel = 1, Manual abort s/w = 1 Manual release s/w = 1, Hooter = 1</i>	NA	NOVEC GAS RELEASE PANEL
	WLD Panel (Synopsys Tech Pvt. Ltd.)	JE3523 (100247) <i>Controller with water leak detection module = 1, Electronic Hotter =1, Power socket with UPS power supply = 1, Sensor cable = 4</i>	NA	WATER LEAK DETECTION PANEL
	Rodent Repellent Panel (MASER ELECTRONICS (P) LTD)	VHFO V2 <i>Controller = 2, Rodent Repellent Satellite = 24, Power socket with UPS power supply = 1</i>	NA	Rodent Repellent
	Network Control Engine (NCE) from Johnson Controls	NCE-1 (MS NCE 2520-0)  <i>BMS Controller panel =1</i>	1	BMS PANEL
	All-in-One desktop with licensed version of windows	HP pro one 400 G1 AIO business PC	1	Desktop Computer
	Software support of Johnson Controls software	Johnson Controls BMS software	NA	Software
	Protocol convertor	FS-QS-1010	1	Convertor
	SMS & Email Gateway	MT-GPRS-MODEM	1	Sending alarm through SMS & Email
	VESDA	VLF-500-02 (B8063507) <i>Laser focus = 1, Sampling Point = 4, End cap = 2, Hooter =1</i>	NA	VESDA Detector
	Door/Reader Interface (Qty.: 4 doors)	HID VertX V100 <i>Electro magnetic lock=4, proximity reader =5, Biometric Reader = 1, Controller = 4, Emergency exit s/w = 3, Door sensor = 4</i>	NA	Door Access control system for 4 nos. of doors
	Network Switch (DLINK)	For connecting iBMS devices	1	8 ports
Network Switch (DLINK)	For connecting iBMS devices	1	16 ports	
OTHERS	In addition to the above, all other equipment and software (Johnson controls) for iBMS, cables, connectors, sensors, switches, accessories, etc. required for smooth operation of Power, cooling, iBMS and Firefighting services of Datacentre and consumables like Battery, Oil, Gas and LED light/bulb are also included in this contract.			

**Part-B: FINANCIAL BID****National Institute of Biomedical Genomics, Kalyani****Tender for CAMC of ICT related Items and non-IT related items of Data centre**

NIT No.: NIBMG/CAMC ICT/2023-24/011,

Dated. 18-10-2023

**Bill Of Quantity (BOQ)****Annexure-III**

<b>Hardware Type</b>	<b>Model No.</b>	<b>Qty.</b>	<b>Unit rate in INR including GST</b>	<b>Total amount in INR including GST</b>
	HP c7000 Enclosure with all cards and modules	2		
	HP DL360 G9	2		
	HP DL360 G9	1		
	HP DL360 G9	1		
	DELL PE R640	1		
<b>IP-EPABX</b>	Mitel IP PBX with all cards, connectors, cables, software support – a consolidated system	1		
	Mitel IP PBX with all cards, connectors, cables, software support – a consolidated system	1		
<b>Network</b>	HP 5900AF-48XG-4QSFP+ Switch	2		
	HP-FlexFabric 5700- JG898A	4		
	Cisco Router 2811	1		
<b>Non-IT items of data center</b>	Non-IT items in Data centre as mentioned in Annexure II with required SLA mentioned in tender document (a consolidated system)	1		
<b><i>All total CAMC amount per year in INR including GST:</i></b>				

## Format of Integrity Pact (Annexure-IV)

### INTEGRITY PACT

Between National Institute of Biomedical Genomics (NIBMG), a Society registered under the Indian Societies Act 1860 represented by \_\_\_\_\_ hereinafter referred to as "The Principal".

And .....herein referred to as "The Bidder/ Contractor."

#### Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for ..... The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will monitor the tender process and the execution of the contract for compliance with the principles mentioned below.

**Section A: Commitments of the Principal** The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c) The Principal will exclude from the process all known prejudiced persons.

d) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action.

**Section B: – Commitments of the Bidder(s)/Contractor(s)**

a) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution. (a) The Bidder(s)/Contractor(s) will not, directly or through any other Person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, Certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.



d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is annexed and marked as

e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

g) The person signing IP shall not approach the courts while representing the matters to IEMs and he/she will await their decision in the matter.

### **Section 3 – Disqualification from tender process and exclusion from future Contracts**

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned.

### **Section 4 – Compensation for Damages**

1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

### **Section 5 – Previous transgression**

1) The Bidder declares that no previous transgressions occurred in the last 3 Years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings."

### **Section 6 – Equal treatment of all Bidders / Contractors/ Sub-contractors**

1) The Bidder(s)/Contractor(s) undertake(s) to demand from all Subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.

3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

### **Section 7 – Criminal charges against violating Bidders / Contractors/ Subcontractors**

If the Principal obtains knowledge of conduct of a bidder, Contractor or Subcontractor or of an employee or a representative or an associate of a bidder, Contractor or Subcontractor which constitutes

corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

**Section 9 – Pact Duration This Pact begins when both parties have legally signed it.**

It expires for the Contractor 10 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Director, National Institute of Biomedical Genomics.

**Section 10 – Other provisions**

- 1) This agreement is subject to Indian Law. Place of performance and Jurisdiction is the Office of the Principal, i.e. Kalyani.
- 2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

<p>_____</p> <p>(For &amp; On behalf of the Principal)</p> <p>Place.....</p>	<p>_____</p> <p>(For &amp; On behalf of Bidder/Contractor) (Office Seal)</p> <p>(Office Seal)</p> <p>Place..... Date.....</p> <p style="margin-left: 100px;">Date.....</p>
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Witness 1: (Name & Address): \_\_\_\_\_

Witness 2: (Name & Address): \_\_\_\_\_