

JOINT PLANT COMMITTEE

(Constituted by Govt. of India) An ISO 9001: 2008 Certified Organisation

TENDER NOTICE OF

JOINT PLANT COMMITTEE

ISPAT NIKETAN

52/1A BALLYGUNGE CIRCULAR ROAD

KOLKATA - 700 019

FOR

INVITING SEALED QUOTATIONS FOR SUPPLY AND INSTALLATION OF

LENOVO SERVER

at

JOINT PLANT COMMITTEE,
HEAD QUARTERS
ISPAT NIKETAN
52/1A BALLYGUNGE CIRCULAR ROAD
KOLKATA – 700 019





JOINT PLANT COMMITTEE

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Tender No. JPC/HR&A/Computer/16/1843

January 28, 2016

INVITATION TO TENDER (ITT)

Sub: Inviting Sealed Quotations for Purchase New Lenovo Servers

Dear Sir / Madam,

The Joint Plant Committee encloses herewith the Tender Document for the following purchase:-

1.	Item Description	:	Model: Lenovo X 3650 M4 servers of 2 nos.
2.	Sale of Tender Document		From 11.00 AM to 1.00 PM & from 2.30 PM to 3.30 PM on any working day from 29 th January, 2016 to 5 th February, 2016 from JPC Cash Counter, F&A Dept. Joint Plant Committee, 52/1A Ballygunge Circular Road, Kolkata − 700 019 or Download from the website of Joint Plant Committee: www.jpcindiansteel.nic.in. If downloaded, a separate DD of ₹100/- is to be submitted along with the Technical Bid.
2.	Pre-Bid Meeting		Date: 2 nd February, 2016 at 3 p.m. Venue: JPC, HQ at 52/1A Ballygunge Circular Road, Kolkata – 700 019
3.	Last Date of Submission of Quotation	:	6 th February, 2016 till 12 noon
	Place of Submission of Quotation		Joint Plant Committee, Ispat Niketan, 1 st Floor, 52/1A Ballygunge Circular Road, Kolkata – 700 019
4.	Due Date & Time for Opening of Offers Part I & II- EMD and Technical Bid		10 th February, 2016 at 2:30 p.m. at JPC, Ispat Niketan, 1 st Floor, 52/1A Ballygunge Circular Road, Kolkata – 700 019
5.	Due Date & Time for Opening of Offers Part – III, Commercial/Financial bid		11 th February, 2016 at 2 p.m. at JPC, Ispat Niketan, 1 st Floor, 52/1A Ballygunge Circular Road, Kolkata – 700 019
6.	Earnest Money Deposit (EMD)	:	₹5,000/- (Rupees Five Thousand only) in the form of Demand Draft drawn on any Nationalised Bank only in favour of 'Joint Plant Committee' payable at Kolkata.
7.	Cost of Tender Paper	:	₹100/- (Rupees One Hundred only) to be paid in cash on purchase of the Tender Report and if downloaded a Demand Draft of the same amount may be forwarded along with the EMD. The Demand Draft drawn on any Nationalised Bank only in favour of 'Joint Plant Committee' payable at Kolkata.

You are requested to follow the guidelines in the Tender Notice and submit your rates accordingly.

Thanking you,

ours faithfully,

(/R. Bandyopadh/jay/ Sr. Mgr I/c (DB&AS)& I/c (HR&A)

'ISPAT NIKETAN', 52/1A, Ballygunge Circular Road, Kolkata - 700 019

'इस्पात निकेतन', 52/1A, बालीगंज सरकुलर रोड, कोलकाता - 700 019

Phone: 91 (033) 2461-4055/4058/4068 Fax: 2461-4063 E-mail: jpc-wb@nic.in Website: www.jpcindiansteel.nic.in

TENDER NOTICE

1. Scope of the Work

Purchase of 2 nos. of Lenovo Servers (Specifications in Annexure 1)

2. Submission of Tender

The Tender shall consist of the following:

Envelope I - Earnest Money Deposit (EMD)

The Earnest Money Deposit (EMD) must be included in a separate sealed envelope superscribing "Earnest Money Deposit (EMD) for inviting Rates/Quotations for purchase of 2 nos of Lenovo Servers" and must be addressed to Shri R. Bandyopadhyay, Sr. Manager I/c DB&AS & I/c (HR&A), JPC. This should be in the form of a demand draft drawn on any Nationalised Bank only and in favour of 'Joint Plant Committee', for a value of ₹5,000/- (Rupees five thousand only). The Earnest Money will not earn any interest. If the Tenderer, after submitting tender refuses to honor his offer or modifies the terms and conditions thereof in a manner not acceptable to Joint Plant Committee, the Earnest Money shall be liable to be forfeited. DD/Pay order on cooperative banks will not be accepted and in case of such, the bid shall be rejected. Earnest Money Deposit will be returned to the unsuccessful Tenderers within 15 days of opening of bids. Should an Invitation to tender be withdrawn or cancelled by Joint Plant Committee, which it shall have the right to do at any time, the Earnest Money will be returned to the Tenderer. Non-submission of EMD in a separate envelope as already mentioned will lead to the cancellation of the whole tender. The 2nd envelope of the Technical bid in this case will not be opened at all.

Envelope II - Technical Bid

- a) The Technical Bid for Purchase of 2 nos of Lenovo servers must contain the following in one sealed envelope super-scribing "Technical Bid for inviting Rates/Quotations for 2 nos of Lenovo Servers":-
- Past Work Orders for the past three years.
 - Documents in support of Sales Tax, VAT Registration No., PAN No., Company Registration No. & Trade License No., Partnership Deed, if applicable.
- Receipt of purchase of Tender Forms.
- The Address, Telephone Number, Fax Number, Email Number etc. of the Office at Kolkata and details of the authorized contact person.
- A contents of the items served in the Technical Bid
- An undertaking that the Company has not been blacklisted by any Govt/Undertaking Cos.
- Audited Balance sheet of the last three years. Annual turnover accrued should not be less than Rs. 20 lakhs.
- Certificate of Authorised dealer/ partner of Lenovo India Ltd.



Envelope III - Commercial Bid

The Commercial Bid must contain the following in one sealed envelope:-

The sealed envelope for Commercial Bid super-scribing "Commercial Bid for inviting Rates/Quotations for Purchase of 2 nos of Lenovo servers should contain the total rate of the servers as given in Annexure 2. No format other than this would be accepted. L1 rate will be determined on the basis of installation and cost of the server taken together.

Points to be considered while preparing the Tender Document

- All the above three separate envelopes shall be enclosed in one large envelope, which shall be addressed to the Sr. Manager I/c DB&AS & I/C (HR&A), JPC super-scribing the Tender No. and date on the top left side of the cover.
- All the pages of the tender document must be self attested and stamped as a token of acceptance of the terms & conditions of the tender and for having understood it. This should also be included in the Technical Bid.
- The tender, incomplete in any respect, may be treated as cancelled.
- The Tenderer may remain present at the time of opening of the Technical Bids.
- After evaluation, the successful parties will be informed about the date of opening of Commercial Bids. The tenderers, who will qualify in the Technical Bids, may remain present at the time of opening the Commercial Bids.
- Commercial Bids of the unsuccessful vendors (technically disqualified) will not be opened and will be returned to the respective companies.
- JPC reserves the right to accept / cancel any / all Tender without giving any reason whatsoever

3. Award of Work

- a) The basis of evaluation of tender will be the L-1 rate only and the L-1 rate will be calculated/determined on the basis of the total cost of supply and installation of the servers.
- b) In case of a tie, the vendors in tie will be asked to quote once more on the spot. The vendor who quotes the lowest rate then, will be selected.
- c) After receiving the Letter of Intent/Work Order, if any party refuses to comply, the EMD will be forfeited & the Company will not be allowed to participate in future tender process of JPC till such time as decided by the Competent Authority of JPC.
- d) Necessary TDS will be deducted from the bill as per the IT Act.

4. Deliverables

- a) The delivery and installation of the servers have to be complete within 15 days after serving the work order to the L1 company.
- b) If delivery and installation is not completed within 15 working days from the date of getting the work order, a penalty of 10 per cent will be charged on the total job value.

Signature with date

Name & Designation

Name & Seal of the Firm/Company



5. Performance Guarantee

The L-1 Tenderer may be required to explain/justify the basis of their quoted price as and when asked for. If the Tenderer quotes unworkable rates i.e. if the quoted price is less than the lower limit of the estimated price and is considered for placement of order, the party will have to justify the rates quoted and will have to give Performance Guarantee Bond (in addition to the Security Deposit) in the form of Bank Draft/Bank Guarantee. The amount of Performance Guarantee will be decided by JPC. In case the L-1 vendor fails to justify the quoted rate or refuses to cooperate in this regard, his quotation will be treated as cancelled and EMD deposited will be forfeited. Besides, he will not be allowed to participate in the future tender for a period as decided by the Competent Authority.

6. Terms of Payment

100% payment through A/c payee cheque against the bills received will be made after receipt and acceptance of the servers and successful installation. Bills must accompany a certificate of satisfactory completion of work issued by the concerned officer of JPC.

- a) To engage another suitable tenderer for the said job without notice to the vendor on the account and the risk of the vendor the services not delivered, or others of a similar description, without canceling the purchase order, at the sole risk of the vendor. In such case the financial liability of JPC will have to be borne by the defaulting Company, or
- b) To cancel the purchase/work order.
- (i) Conciliation: All questions, claims, disputes and or differences of any kind whatsoever arising out of or in connection with or concerning this contract, at any time, whether before or after determination of the contract, shall be referred by the parties hereto for Conciliation before a Conciliatory Forum / Body. The Conciliatory Forum / Body will be composed of the following members:-
 - Nominee of JPC Independent of officer handling the contract.
 - · Nominee of the Vendor.

The parties in dispute would place their facts in writing before the Body / Forum and the process of conciliation would be completed within the period of the three months from the date of reference to the Conciliatory Forum / Body. On failure of the conciliation, the aforesaid questions, claims, disputes and or differences shall be referred by the parties here to for the decision by a Sole Arbitrator to be appointed as herein after mentioned.

(ii) Arbitration: Matters in question, claims, dispute and or difference in respect of the contract to be submitted to arbitration as aforesaid shall be referred for decision to a Sole Arbitrator to be appointed by JPC. Appointing the Sole Arbitrator, JPC shall nominate three names out of which the Tenderer shall give his consent for one of them for appointment as Sole Arbitrator, failing which after 30 days of the issuance of the letter informing three names JPC shall have the power to appoint one of the three notified persons as the Sole Arbitrator. The Sole Arbitrator appointed as stated above, shall from the time of his appointment and throughout the arbitration proceedings, without any delay, disclose to the parties in writing any circumstances likely to give rise to justifiable doubts as to his independence or impartiality provided that the mere fact that such Sole Arbitrator is an employee of JPC shall not be regarded as such circumstances. The arbitrator shall decide the questions, claims, disputes or differences submitted to him by the parties in accordance with the substantives law for the time being in force in India.



The arbitrator shall hear the cases independently and impartially and shall not represent the interest of any party. Any arbitrator having personal interest in the case at the time of his appointment and at any time subsequently thereafter must withdraw from his office himself and the parties shall also have the right to ask him to do so. The venue of the arbitration shall be Kolkata.

Procedure for conduct of the arbitration proceeding shall be decided by the arbitrator, in consultation with the parties before proceeding with reference. The arbitrator may hold preparatory meeting(s) for this purpose. In the preparatory meeting(s) as aforesaid, the arbitrator/s as the case may be in consultation with the parties shall also determine the manner of taking evidence, the summoning of expert evidence, and all such matters as are necessary for the expeditious disposal of the arbitration proceedings.

The provision of the Arbitration and Conciliation Act, 1996 and the rules framed there under, if any and all modifications / amendments thereto shall deem to apply and / or be incorporated in this contract and when such modifications / amendments to the Act / Rules are carried out.

Services under the contract shall be continued by the Tenderer under the contract, during the arbitration proceedings and recourse to arbitration shall not be a bar to continuance for the work or supply unless otherwise directed in writing by JPC.

(iii) Force Majeure: In the event either or both the parties to the contract is/are prevented from discharging its / their obligation(s) under the contract by reason of one or more of the events such as arrest(s), restraint(s), by government of people, blockade(s), revolution(s), insurrection(s), mobilization(s), strike(s), lockouts(s), civil commotion(s), riot(s), accident(s), act(s) of God or other natural calamities or on account of any other act(s) beyond the control of the parties, the time of the delivery shall be extended by the period equal to the period of delay/constraints occasioned by one or more of the aforesaid Force Majeure conditions.

On the occurrence of any of the above Force Majeure conditions, the party concerned shall notify the other party in writing of such occurrence(s) within 10 days of Force Majeure stating therein (i) the date of occurrence(s) of Force Majeure disability, (ii) the nature of such Force Majeure disability, along with a chamber of commerce of the concerned state certifying the fact of the Force Majeure condition during the period.

In the event of the Tenderer invoking the Force Majeure condition(s), JPC shall have the option to cancel the contract for the reason of any or all of the Force Majeure conditions notified by the Tenderer without being liable to pay any compensation whatsoever to the Tenderer.

- (iv) Sub-contracts: The Tenderer shall not assign or sub-contract in whole or in part the contract in any manner except with the prior approval of JPC.
- (v) Amendments: No variation in or modification of the terms of the contract shall be made except by written amendment signed by JPC.
- (vi) Compliance with all Laws: The selected Tenderer shall be responsible and shall ensure compliance norms with all laws applicable and related to the printing & design. This will include inter-alia, rules, regulations, by-laws and orders of the appropriate authorities and statutory bodies and may be enforced from time to time during the currency of the contract.



- (vii)Copyright Protection: JPC shall be protected by the Tenderer from any malpractice suits or infringements, by third vendor pertaining to authorization to use product supplied.
- (viii) Confidentiality Clause: The successful Tenderer will enter into a confidentiality agreement with JPC the draft of which will be supplied when the work is taken up.
 - (ix) Exception to Tenders: JPC, in its sole discretion, unconditionally and without having to assign any reason, reserves to itself the right to accept or reject the lowest bid or any other tender or all the tenders. JPC also reserves the right to accept any tender in full or in part.

For any clarification on Scope of Work, please contact:

Thanking You.

Shri R. K. Padhy, Manager (DB&AS), JPC, Tel No: 033 2461 4062 (D)/ 2461 4055/ 56/58

Yours faithfully,

Sr. Manager I/c (DB&AS) & I/c (HR&A)



Annexure 1

Specification of the Lenovo Servers

1	Model	Lenovo X 3650 M4
2	Quantity	2 (two) nos.
3	Specifications :	INTEL XEON HEXA CORE @ 2.10 Ghz
		1500 MHz FSB
		16 B RAM
		2 TB SDD
4.	Warranty Period :	3 (three) years



Annexure 2

Financial Bid of 2 nos of Lenovo Servers:

SI. No.	Server	Rate (In ₹)		
1.	Lenovo Server (2nos.)			
2.	Installation charges			
	Total cost in figures			

Note:

- VAT, Entry Tax, Service Tax (if any) should be included in the total amount
- Please fill up all the columns. Even if no rate is claimed, the word "NIL" should be written.
- · Conditional offers will be rejected.
- No format other than this would be accepted.
- · L1 rate will be determined on the total cost
- There should not be any disparity between the cost written in figures and that written in words. In case of illegible writing or overwriting, the cost mentioned in words will be considered.
- Installation by the vendor is mandatory
- The products should be delivered and installed at JPC, Ispat Niketan, 1st Floor, 52/1A Ballygunge Circular Road, Kolkata – 700 019. If any delivery charge / transportation are there, the same should be included in the total cost.

