

INDIAN INSTITUTE OF MANAGEMENT CALCUTTA  
DIAMOND HARBOUR ROAD  
KOLKATA – 700104

TENDER DOCUMENT

REQUEST FOR PROPOSAL

FOR

ANNUAL MAINTAINANCE CONTRACT (AMC) AND ~~ON~~ SITE  
TECHNICAL SUPPORT WITH HARDWARE PARTS FOR 8 NOS  
RACK SERVERS FOR ONE (01) YEAR

REQUEST FOR PROPOSAL (RFP) FOR ANNUAL MAINTAINANCE CONTRACT (AMC) AND ON-SITE  
TECHNICAL SUPPORT WITH HARDWARE PARTS FOR 8 NOS. RACK SERVERS FOR ONE (01) YEAR  
INDIAN INSTITUTE OF MANAGEMENT CALCUTTA

Sir,

1. On behalf of Indian Institute of Management Calcutta, Kolkata (herein after referred to as "IIMC"/"BUYER"/ "PROCURING ENTITY") ONLINE bids are invited from eligible BIDDERS (herein after referred to as "BIDDER"/ "VENDOR"/ "SELLER"/ "AGENCY"/ "COMPANY") for Annual Maintenance Contract (AMC) and On-site Technical Support with hardware parts for 8 nos. Rack servers for one (01) year at Indian Institute of Management Calcutta, Diamond Harbour Road, Joka, Kolkata, West Bengal 700 104.
2. Bidders should physically visit the facility to gain first hand understanding of the Scope of Work (SoW).
3. This RFP is to be submitted as a Technical Bid duly signed and stamped on every page by the BIDDER as token of acceptance of terms and conditions mentioned in the Request for Proposal (RFP).
4. This is a zero-tolerance bid. The bid is to be submitted in accordance with the instructions given in the RFP.

Procurement of Goods (Second Edition) Updated in 2024 (amended from time to time)" will be in vogue in case of any disputes arise during the period of contract.

7. Nominal/ merely typographic error may be overlooked or to be dealt as per the di  
PROCURING ENTITY.
8. Please return this letter along with the completed Bid as attached.

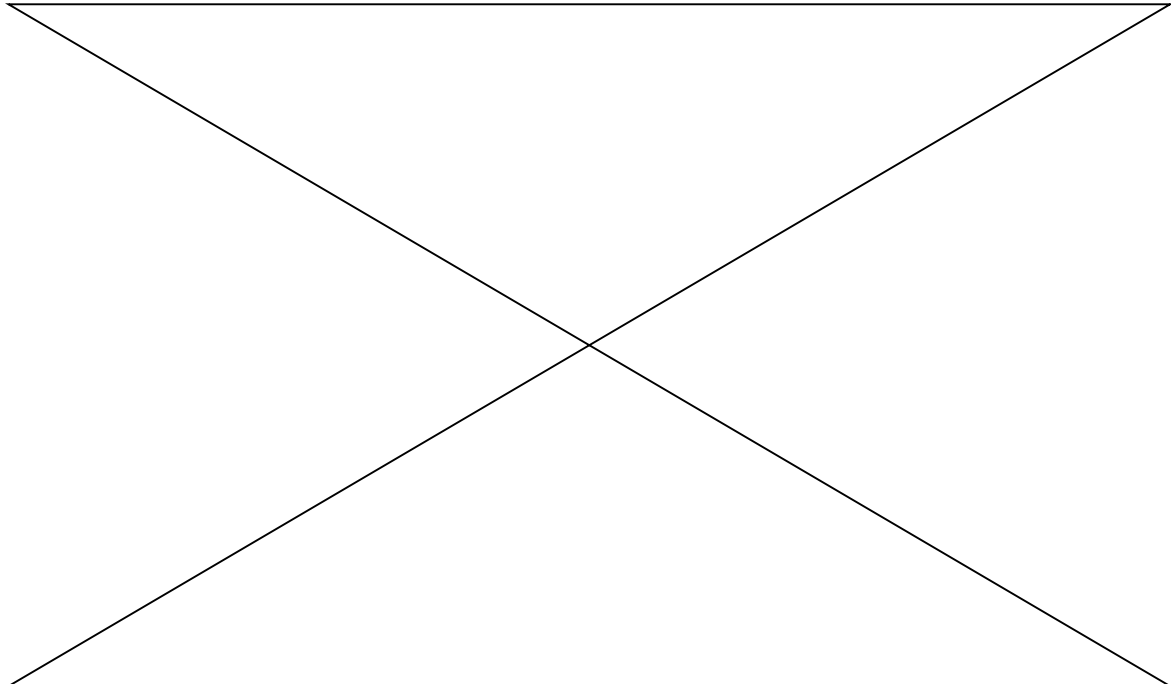
Yours Sincerely  
Sd/-x-x-x-x-x-x  
(Zulfquar Hasan)  
Senior Administrative Officer (Central Procurement)

9. I/We are in possession of a completed Bid as issued by you, and have understood and agree to abide by the above instructions as well as those contained in the contract forms. The attached Bid forms duly completed and signed are submitted herewith.

Date: 2024

\_\_\_\_\_  
(Signature of Bidder)

\_\_\_\_\_  
Name of Block Capital Letters  
(Proprietor/ Partner with Stamp)



SECTION-I

INSTRUCTIONS TO BIDDERS (ITB)

1. The Tender Document. The Request for Proposal (RFP) details the basic terms and conditions for entering into a contract for MAINTAINANCE CONTRACT (AMC) AND ONSITE TECHNICAL SUPPORT WITH HARDWARE PARTS FOR RACK SERVERS FOR ONE (01) YEAR IN IIM CALCUTTA (herein after referred as "Services") in succeeding Section BIDDERS must go through the Tender Document for further details and conditions and other clauses may be amended or altered before the issuance of final tendered proposal For Proposal (R).
2. Procuring Entity – Rights and Disclaimers.
  - (a) Bids are to be addressed. RFPs to be addressed to The Director in Charge, IIMC through the SAO (Central Procurement) of IIMC. The RFP inviting authority designated officer for uploading and clarifying this RFP contract may designate, as required, Inspection Agency/ Officer and interim/ ultimate Consignee(s) and paying authority with discharge designated addition during contract execution.
  - (b) Right to Intellectual Property and Confidentiality. The RFP Document and associated correspondence are subject to copyright laws and shall always remain the property of Procuring Entity and must not be shared with third parties or reproduced, whether in whole or part, without the Procuring Entity's prior written consent. However, Bidders may share these to prepare and submit its bid with its employees. Bidders shall obtain from the Procuring Entity an undertaking of confidentiality similar to that imposed on Bidder under this clause. This condition shall also apply to bidders who do not submit their RFP after uploading it or who are not awarded a contract in the process. The obligation of the Bidder as stated above, however, shall not apply to information that:
    - (i) Now or hereafter is or enters the public domain through no fault of Bidder;
    - (ii) Is legally possessed by Bidder at the relevant time and was not previously obtained, directly or indirectly, from the Procuring Entity; or
    - (iii) Otherwise lawfully becomes available to Bidder from a third party that is not under the obligation of confidentiality.
  - (c) Right to Reject RFP. The Procuring Entity reserves its right to accept or reject any RFP, abandon/ cancel the Tender process, and issue another tender for the same Goods at any time before the award of the contract. It would have no liability to the affected Bidder.



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10. Modification, Resubmission and Withdrawal of Bids.

- (a) E-Procurement on CPP Portal is a central and automated system of Govdia, thus neither modification, resubmission and withdrawal of bids are controlled by the Procuring Entity nor Procuring Entity can do such things. Hence RFPs submitted on e-Procurement portal, the Bidder cannot modify or withdraw this bid since it is locked by encryption. Submission of the bid by the bidders for any number of times superior to earlier bid(s) before the date and time of submission is allowed by system. Resubmission of a bid shall require uploading of all documents including financial bid afresh. The system shall consider only the last bid submitted as the valid bid. Procuring Entity shall be responsible for any changes/ modification in procedure for online bid submission/ modification/ resubmission and withdrawal of Bids after the Bid publication. Hence interested/ intended BIDDERS are advised to be more cautious while submitting Bids.
- (b) Withdrawal of bids by any bidders during the period between “after the bid submission date and time till the expiry of bid validity” is not allowed. In case bidder wishes to withdraw, Procuring Entity shall be in full liberty or right to enforce Bid Security

Declaration/forfeiture of Bid Security/ EMD (in full or in part) in addition to other penalties for such misdemeanor.

11. Rejection of Bids.

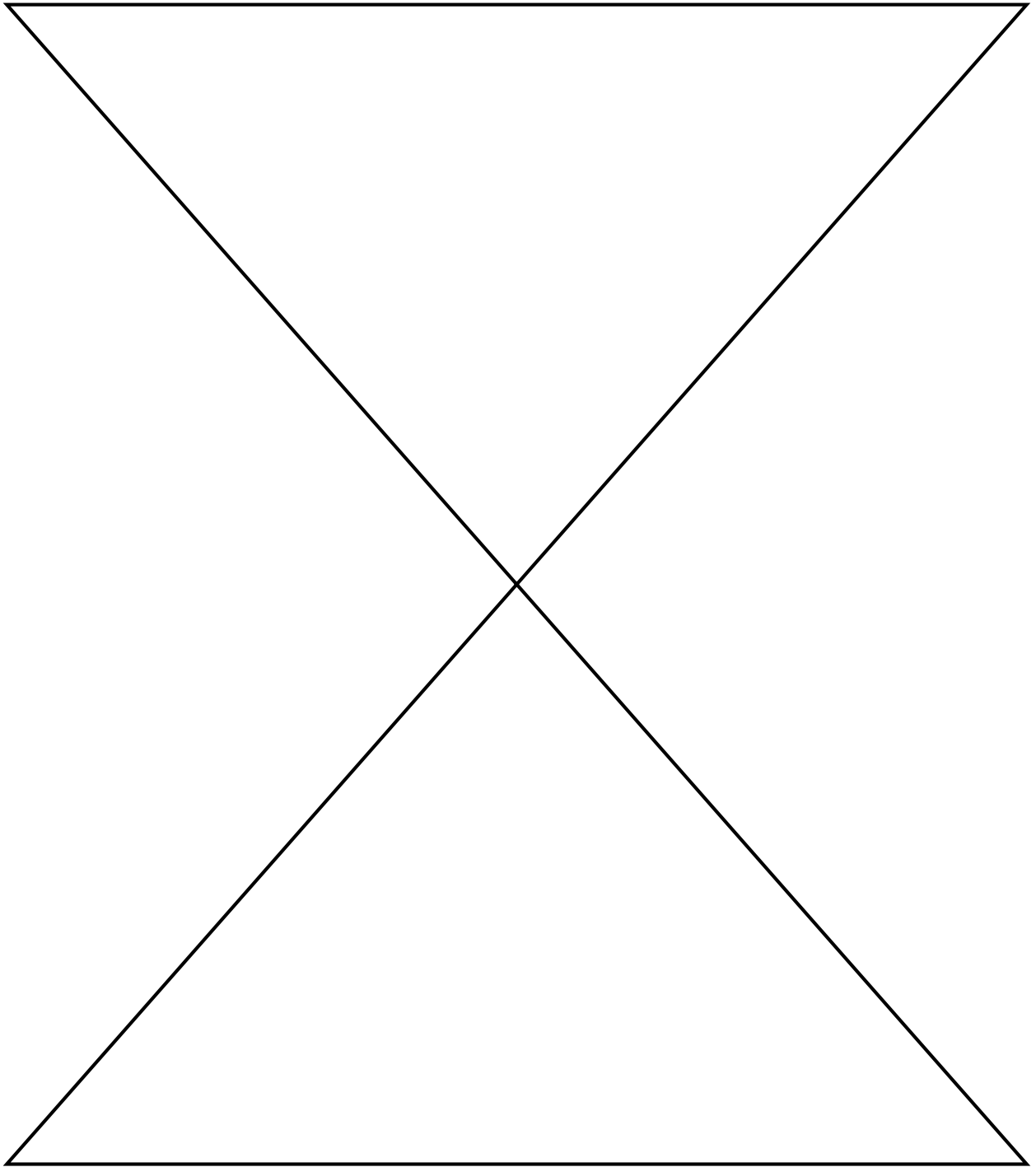
- (a) Conditional bids will be rejected.
- (b) Prices quoted unreasonably HIGH or LOW from LPP (Last Purchase Price)/prevailing market rates/estimated price may be considered for rejection at the discretion of BUYER.
- (c) RFP/ Bids without Earnest Money Deposit/ Bid Security/ Bid Security Declaration (as per applicability as per Paragraph 4.1 below) will be rejected.

12. Location of the Tender Box. Tender box will be located at Administrative Block, Indian Institute of Management Kolkata, Diamond Harbour Road, Joka, Kolkata - 700104.

13. Validity of Bids / RFP. The RFP should remain valid till SIXTY (60) DAYS.



- 20 The approval or rejection to ~~RFI~~ with Competent Authority (CA) as applicable, who reserves to himself the right of rejecting any tender in whole or in part of any item in whole or in part in respect of any or all the delivery points shown in the schedule of requirements to ~~RFI~~ Section without cause assigned.



SECTION-II

GENERAL CONDITIONS OF CONTRACT (GCC)















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- (d) The Contractor or its agency is bound to allow examination of its books within **THIRTY (30) DAYS** from the date the notice is received by the contractor or its agencies calling for the production of documents under Sub-Clause above. In the event of the contractor's or his agency's failure to do so, the contract price would be reduced and determined according to the best judgment of the Procuring Entity, which would be final and binding on the contractor and his agencies.

11. Custody and Return of the Procuring Entity's Materials/ Equipment/ Documents Loaned to Contractor .

- (a) Unless stipulated in the contract, no asset/ property/ drawings/ material/ samples/ equipment/ utility shall be provided or loaned to the contractor for the performance of the contract. Whenever such assets are required to be issued to the contractor (inter alia in fabrication or design or development) as per the contract, these would be issued only as per terms and conditions and against appropriate safeguards (including Insurances, Bank Guarantee, Indemnity Bonds, and Retention Money etc.) specified therein. The Contractor shall use such property for the execution of the contract and no other purpose whatsoever.
- (b) The contractors shall sign receipts for all tools, plants and materials or other assets/ properties made over to him by the Procuring Entity. All such assets shall be deemed to be in good condition when received by the contractor unless he has within twenty-four hours of the receipt thereof notified the Procuring Entity to the contrary. Otherwise, he shall be deemed to have lost the right to do so at any subsequent stage.
- (c) These assets shall remain the property of the Procuring Entity, and the contractor shall take all reasonable care of all such assets. The contractor shall be responsible for all damage or loss from whatever cause caused while such assets are possessed or controlled.



14. Denial Clause.

- (a) No increases in price on account of any statutory increase in or fresh Imposition of GST, customs duty or on account of any other taxes/ duty/ cess/ levy), leviable in respect of the Goods and incidental Works/ Services stipulated in the said contract which takes place after the original delivery date, may be admissible on such of the said Goods, as are delivered after the said date; and Notwithstanding any stipulation in the contract for an increase in price on any other ground, including price variation clause or foreign exchange rate variation, or any other variation clause, no such increase after the original delivery date shall be admissible on such goods delivered after the said date.
- (b) Nevertheless, the Procuring Entity may be entitled to the benefit of any decrease in price on account of reduction in or remission of GST, customs duty or on account of any other Tax or duty or any other ground as stipulated in the price variation clause or foreign exchange rate variation or any other variation clause which takes place after the expiry of the original delivery date.

15.

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or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Contractor or any one employed by him or acting on his behalf ( *whether with or without the knowledge of the* ~~63) 70 63) 716~~



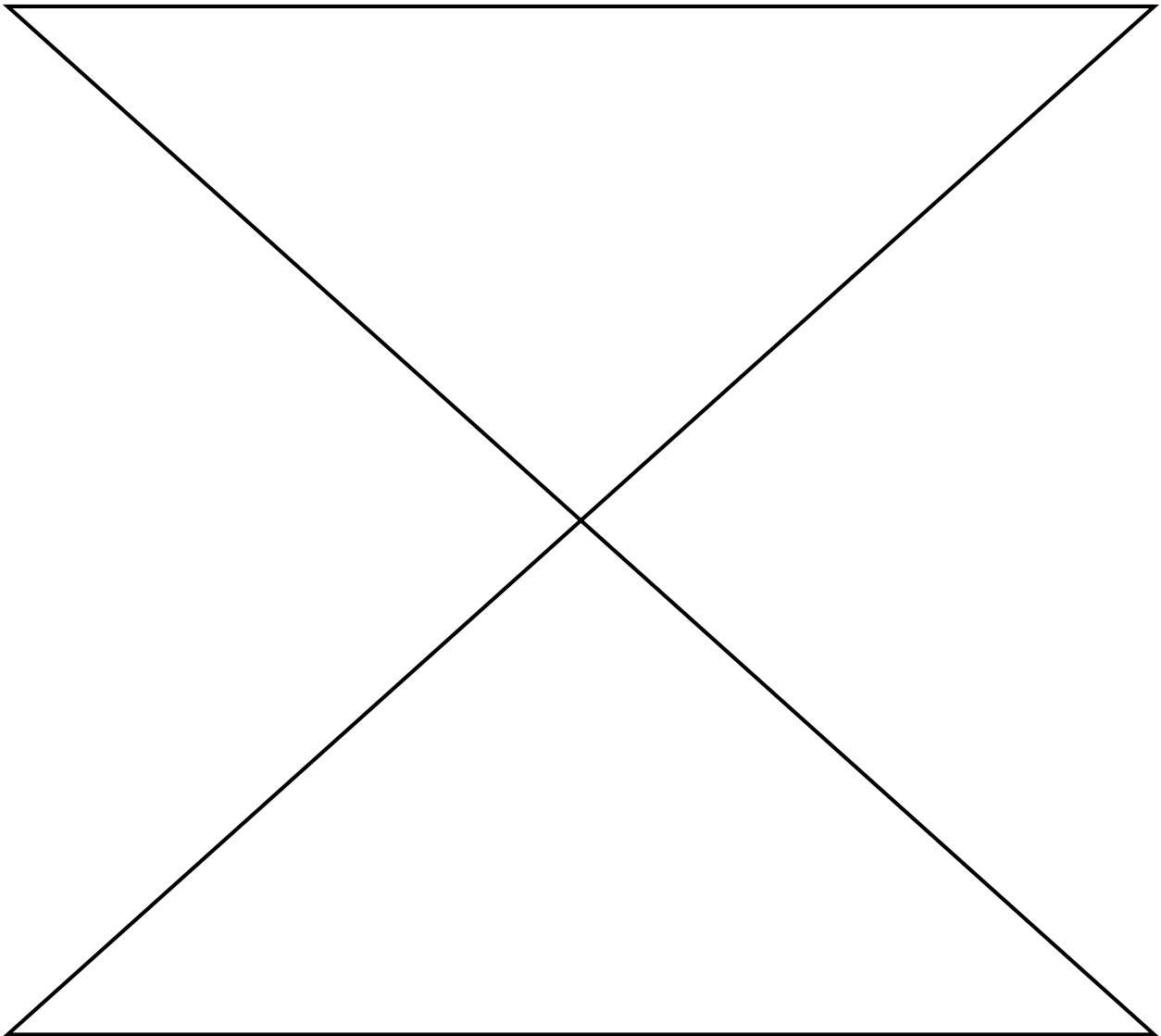


(iii) Terminations for Default.

- (aa) Notice for Termination for Default: In the event of unsatisfactory response of 'Notice of Default' within two weeks of its issue as per sub-clause above, the Procuring Entity, if so decided, shall by written Notice of Termination for Default sent to the contractor, terminate the contract in whole or in part without compensation to the contractor.
- (ab) Such termination shall not prejudice or affect the rights and remedies including under sub-clause below, which have accrued and shall accrue in the future.

whether under the contract, in tort or otherwise, shall not exceed the total Price, provided that this limitation shall apply to the cost of repairing or replacing defective equipment, or to any obligation of the contractor to indemnify the Procuring Entity concerning infringement.

21. Fall Clause. The price charged for the services provided under the contract by the contractor shall in no event exceed the lowest rate at which the contractor provides services or offers to provide services of identical description to any Persons/ Organisation including the Procuring Entity or any Department or Undertaking of the Central Government, as the case may be during the term of the contract. Contractor shall forthwith notify such reduction or sale or offer of sale to the Procuring Entity and the price payable under the contract for the services after the date of coming into force or such reduction or sale or offer of sale shall stand correspondingly reduced.



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Reverse Charge Mechanism; Tax Deducted at Source (TDS), and Tax Collected at Source relating to Income Tax, labour, royalty etc.

7. Payment of GST Under the Contract. The payment of GST and GST Cess to the contractor shall be made only on the latter submitting a GST compliant Bill/ invoice indicating the appropriate and applicable GST rate thereon duly supported with documentary evidence as per the provisions of the relevant GST Act and the Rules made there under. The delivery shall be shown being in the name, location/ state, and GSTIN of the consignee only; the location of the procurement by the procuring entity has no bearing on the invoicing.

- (a) The supply of Goods or services or both, if imported into India, shall be considered as supply under interstate commerce/ trade and shall attract integrated tax (IGST) at the applicable IGST rate and GST cess shall be applicable on the 'Custom Assessable Value' plus 'Basic Customs duty applicable thereon'.
- (b) While claiming reimbursement of duties, taxes etc. (like GST) from the Procuring Entity as and if permitted under the contract, the contractor shall also increase the price. If the contractor gets any refund out of such taxes and duties from the concerned authorities, on the date, it (the contractor) shall refund to the Procuring Entity, the Procuring Entity shall receive out of such refund received by the contractor. The Contractor shall also refund the appropriate amount to the Procuring Entity immediately on receiving the same from the concerned authorities.
- (c) All necessary adjustment vouchers such as Credit Notes/ Debit Notes for any excess supplies or revision in prices or any other reason under the contract shall be submitted to the Procuring Entity in compliance with GST provisions.
- (d) Liquidated damages or any other recoveries should be shown as deduction in the invoice, and GST shall be applicable only on the net payable amount.
- (e) GST shall be paid as per the rate at which it is liable to be assessed or has been assessed, provided the transaction of the sale is legally liable to such taxes and is payable as per the terms of the contract subject to the following conditions:

The Procuring Entity shall not pay a higher GST rate if due to any misclassification of HSN number or incorrect GST rate incorporated in the contract due to contractor's fault. When the contractor invoices the Goods at GST rate or HSN number, which is different from that mentioned in the contract, payment shall be made as per GST rate, which is lower of the GST rates incorporated in the contract or billed.

- i. However, the Procuring Entity shall not be responsible for the incorporation of

- v. Liquidated damages or any other recoveries should be shown as deduction on invoice, and GST shall be applicable only on the net balance payment due.

8. Terms and Mode of Payment.

- (f) The payments shall be made in the manner as per Procuring Entity's procedures. The Contractor shall give his consent in a mandate form for payment through NEFT. The service provider shall submit the bills on a regular basis, at office of concerned authority at IIMC for the executed work, complete in all. The bills will be submitted in the manner and form that may be prescribed by concerned authority of IIMC. Payments will be made only by Account Payee DD/ RTGS. The user/ concerned authority will have the right to recover Liquidated Damages for delay or slow progress of the work (if any), Penalty etc. from bills submitted for payment.
- (g) TDS/ Income Tax and such other tax as applicable from time to time shall be deducted from the bill.
- (h) The final settlement of the bills and refund/ adjustment/ appropriation of any amount retained from the bill of the service provider shall be made fully after the concerned authority is satisfied that all the contractual obligations have been fully met and no amount remains due for recovery from the service provider on any account.
- (i) The successful bidder shall submit necessary bank details for bill payment at the time of entering into contract.

9. General Condition for Payment. Payments shall only be made in Indian Rupees. The contractor shall send its claim for payment in writing as per GST compliant Invoice and documents contractually due, along with relevant documents etc., as stipulated in Contract terms and conditions.

Section IV – Schedule of Requirement/ Scope of Work (herein after referred as SoR/ SoW).

1. Scope of the work:

Rack Servers: 8 nos. HP Rack Servers

Various daily activities of the Residential Engineer for Rack Servers are listed below:

1. Monitoring servers on a daily basis for health issues such as server temperature, heat sensors, fans etc.
2. Monitoring server's components functionalities such as processor, ram, motherboard controller, hard drives, PSU unit, media drives etc.
3. Monitor UPS backup and health for uninterrupted services and unplanned power cuts.
4. Creating health reports on a regular basis and updating management if attention is required.
5. Managing servers & upgrade servers as per management requirements.
6. Check for network bandwidth for seamless connectivity throughout local or global client a connectivity report on a daily basis.
7. Troubleshooting servers. Identify errors for faulty components or various issues.
8. Instant Server break fix if possible, logging calls for server problems to the vendors, order from vendor. Follow up to close creating a detailed report of the incident.
9. Mail communication with partners and vendors for update of operating system or firmware.
10. Maintaining server's datasheet in detail and records of incidents. safekeeping confidential information of the servers such as credentials and logging information etc.
11. Managing server related tools and media
12. Taking scheduled backup of data to prevent data loss at the time of server critical failure.
13. Looking after KVM switches for Input / output devices.
14. Communication between client and parent company.

warranty". After classification, the list, showing the actual inventory position of the as then be submitted to the office of the IIMC, for approval.

3. The contract shall commence immediately on execution of the agreement in respect of t which, as on the date of execution of agreement, are not covered by any warranty.
4. In case of any criticality, if the resident engineer is unable to resolve any issue, necess engineer to be deployed for the resolution. No extra payment will be made by the Institute for the same.







FORM-1

BIDDER'S INFORMATION

SL No.	Particulars	Yes/No	Details
1.	Name of the Service Provider		
2.	Registered Address		
3.	Branch/Head Office Address at Kolkata (if any)		
4.	Name of the Authorized Signatory		
5.	Trade License No		
6.	Shop/Establishment Registration No		
7.	PAN Details		
8.	GST Registration No		
9.	E-mail ID of proprietor in which communication will be sent		
10.	Name, E-mail ID and Contact number of one point contact person regarding clarification		

Certificate to be Submitted by Bidder. A certificate to be submitted by the bidder on the Letterhead of their Firm/Company as under:

"This is to certify that \_\_\_\_\_ is my official mobile number and \_\_\_\_\_ is my official e-mail id. Any communication done by the buyer on these above said mobile number /e-mail through buyer official mobile/e-mail will be treated as an official communication. Buyer reserves the rights to produce these communications during legal proceedings as a form of legal communication from buyer".

(Signature with date)

.....



FORM-3

BANK GUARANTEE FORMAT FOR PERFORMANCE BANK GUARANTEE

To  
The Director  
Indian Institute of Management Calcutta  
Diamond Harbour Road, Joka  
Kolkata- 700104, West Bengal

Whereas..... (Name and Address of the Contractor) (herein contractor") has undertaken, in pursuance of contract no ..... date.....to..deliver (description of Services) (hereinafter called "the contract").

And Whereas you have stipulated it in the said contract that the contractor shall furnish you guarantee by a Commercial bank for the sum specified therein as security ~~and for~~ ~~with~~ its obligations as per the contract;

And Whereas we have agreed to give the contractor such a bank guarantee.

Now Therefore we hereby affirm that we are guarantors and responsible to you, on behalf of the contractor up to a total of .....(amount of the guarantee in words and figures) and we undertake to pay you, upon your first written demand declaring the contractor to be in default of the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee).

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**FORM 8**

**Annexure E: Manufacturer's Authorization Form (MAF)**

No. \_\_\_\_\_ dated \_\_\_\_\_

TO

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,  
Tender Reference No. \_\_\_\_\_

We \_\_\_\_\_ who are established and reputable  
manufactures of \_\_\_\_\_ having factories at \_\_\_\_\_ and  
\_\_\_\_\_ do hereby authorize M/s \_\_\_\_\_ me and \_\_\_\_\_ (Na  
address of Agent/Dealer) to offer their quotation, negotiate and conclude the contract with yo