

**Notice For Procurement of Server  
(Website Copy)  
JIS INSTITUTE OF ADVANCED STUDIES AND RESEARCH (JISIISR) KOLKATA  
JIS UNIVERSITY  
Arch Waterfront, GP Block, Sector V, Salt Lake, Kolkata 700091**

Date: 19/01/2024

Notice No. CHEST/SERBSURE/SERVER/RB-1/2023-24/01
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JIS Institute of Advanced Studies and Research (JISIISR) Kolkata is in the process of purchasing following item(s) as per details as given as under.

<b>Details of the item</b>	Tower Server
<b>Warranty</b>	3 years

Quotations are invited from qualified sellers to supply the above. A detail technical specification and “Terms & Conditions” are provided in the following sections. Quotations can be sent on or before 12 noon of January 31, 2024 through the sealed registered post addressed to:

**Dr. Rachana Banerjee**  
**Assistant Professor, Centre for Health Science and Technology**  
**JIS Institute of Advanced Studies and Research**  
**17th Floor, Arch Waterfront Building**  
**GP Block, Sector V, Salt Lake City**  
**Kolkata 700091, WB**

**Technical Specifications:**

- 1xIntel® Xeon® Gold processor (16 core)
- 256GB RDIMM (64 DIMMs, up to 8)
- 1x480GB SSD Disk Drive
- Supports 8 Hot-plug Hard Drive, 3.5"
- 16TB (4x4TB) HDD 7.2K RPM
- 12GB NVIDIA Graphics

## Terms & Conditions:

S. No.	
1.	<b>Due date:</b> The quotation has to be submitted before the due date. The offers received after the due date and time will not be considered.
2.	<b>Preparation of Bids:</b> The offer/bid should be submitted in two bid systems (i.e.) Technical bid and financial bid. The technical bid should consist of all technical details along with commercial terms and conditions. Financial bid should indicate item wise price for the items mentioned in the technical bid
3.	<b>Opening of the Quotations:</b> The quotations will be opened by a high-level committee on the next working day of the last date of bid submission.
4.	<b>Acceptance/ Rejection of bids:</b> The Committee reserves the right to reject any or all offers without assigning any reason.
5.	<p><b>Pre-qualification criteria:</b></p> <p>(i) Bidders should be the manufacturer / authorized dealer. <b>Letter of Authorization from original equipment manufacturer (OEM) on the same and specific to the offer should be enclosed.</b></p> <p>(ii) An undertaking from the OEM is required stating that they would facilitate the bidder on a regular basis with technology/product updates and extend support for the warranty as well.</p> <p><b>Bidder must have Supplied similar item at least 3 national govt./ private research/educational institute</b></p>
6.	<p><b>Force Majeure:</b> The Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p> <p>For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.</p> <p>If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p>
7.	<b>Risk Purchase Clause:</b> In event of failure of supply of the item/equipment within the stipulated delivery schedule, the purchaser has all the right to purchase the item/equipment from the other source on the total risk of the supplier under risk purchase clause.
8.	<p><b>Packing Instructions:</b> Each package will be marked on three sides with proper paint/indelible ink, the following:</p> <ol style="list-style-type: none"> <li>i. Item Nomenclature</li> <li>ii. Order/Contract No.</li> <li>iii. Country of Origin of Goods</li> <li>iv. Supplier's Name and Address</li> <li>v. Consignee details</li> <li>vi. Packing list reference number</li> </ol>
9.	<b>Delayed delivery:</b> If the delivery is not made within the due date for any reason, the Committee will have the right to impose penalty 1% per week and the maximum deduction is 10% of the contract value / price.

10.	<p><b>Prices:</b> The price should be quoted in INR (after breakup) and must include all packing and delivery charges for the door-step delivery to JISIASR Kolkata. The offer/bid should be exclusive of taxes and duties, which will be paid by the purchaser as applicable.</p>
11.	<p><b>Inspection and Tests:</b> Inspection and tests prior to shipment of Goods and at final acceptance are as follows:</p> <ul style="list-style-type: none"> <li>• After the goods are manufactured and assembled, inspection and testing of the goods shall be carried out at the supplier's plant by the supplier, prior to shipment to check whether the goods are in conformity with the technical specifications attached to the purchase order. <b>Manufacturer's test certificate with data sheet shall be issued to this effect and submitted along with the delivery documents.</b></li> <li>• The acceptance test will involve trouble free operation and ascertaining conformity with the ordered specifications and quality. There shall not be any additional charges for carrying out acceptance test. No malfunction, partial or complete failure of any part of the equipment is expected to occur. The Supplier shall maintain necessary log in respect of the result of the test to establish to the entire satisfaction of the Purchaser, the successful completion of the test specified.</li> <li>• In the event of the ordered item failing to pass the acceptance test, a period not exceeding one weeks will be given to rectify the defects and clear the acceptance test, failing which the Purchaser reserve the right to get the equipment replaced by the Supplier at no extra cost to the Purchaser.</li> </ul> <p>Successful conduct and conclusion of the acceptance test for the installed goods and equipment shall also be the responsibility and at the cost of the Supplier.</p>
12.	<p><b>Applicable Law:</b> The place of jurisdiction would be Kolkata (West Bengal) INDIA.</p>
13.	<p><b>Progress of Supply:</b> Wherever applicable, supplier shall regularly intimate progress of supply, in writing</p>
14.	<p><b>Right to Use Defective Goods:</b> If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the goods proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such goods until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser's operation.</p>
15.	<p><b>Resolution of Disputes:</b> The dispute resolution mechanism to be applied pursuant shall be as follows:</p> <p>In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration &amp; Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Director, JISIASR Kolkata and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order. In the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be settled by arbitration in accordance with provision of sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.</p> <p>The venue of the arbitration shall be the place from where the order is issued.</p>
16.	<p><b>Supplier Integrity:</b> The Supplier is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state of the art methods and economic principles and exercising all means available to achieve the performance specified in the contract.</p>

17.	<p><b>Installation &amp; Demonstration:</b> The supplier must visit the site before installation and see the requirements of the user at the site. Prior discussion can be done with the buyer before offering the price. The supplier is required to do the installation and demonstration of the equipment within 10 DAYS of the arrival of item at the JISIASR Kolkata site of installation, otherwise the penalty clause will be the same as per the supply of materials. Also, the supplier should visit the site of installation and discuss it with the PI before installing. All the responsibility will have to be taken by the supplier till the completion of installation.</p> <p>In case of any miss happening/damage to equipment and supplies during the carriage of supplies from the origin of equipment to the installation site, the supplier has to replace it with new equipment/supplies immediately at his own risk. Supplier will settle his claim with the insurance company as per his convenience. JISIASR Kolkata will not be liable to any type of losses in any form.</p>
18.	<p><b>Training:</b> The Supplier is required to provide training to the designated Purchaser's technical and end user personnel to enable them to effectively operate the total equipment immediately after completing the installation of the equipment. - Initial training session for 1 week on the operation of Basic Clean Hood after the installation of the machine at JISIASR, JISU.</p>
19.	<p><b>Warranty:</b></p> <p>(i) Warranty period shall be from date of installation of Goods/machine at the JISIASR Kolkata site of installation. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the contract.</p> <p>(ii) Bidder shall be responsible for installation / demonstration wherever applicable and for after sales service during the warranty and thereafter. The items covered by the schedule of requirement shall carry minimum <b>three years comprehensive warranty from the date of acceptance of the equipment by JISIASR Kolkata</b>. In case the tendered provide warranty less than 03 years then he has to give justification for lesser period of warranty. Without justification his tender is liable to be rejected.</p> <p><b>Warranty shall include free maintenance</b> of the whole equipment supplied including free replacement of parts. The defects, if any, shall be attended to on immediate basis but in no case any defect should prolong for more than 48 hours. The comprehensive warranty includes onsite warranty with parts.</p>
20.	<p><b>Insurance:</b> For delivery of goods at the purchaser's premises, the insurance shall be obtained by the supplier in an amount equal to 110% of the value of the goods from "warehouse to warehouse" (final destinations) on "All Risks" basis including War Risks and Strikes. The insurance shall be valid for a period of not less than 3 months after installation and commissioning.</p>
21.	<p><b>User list:</b> Brochure detailing technical specifications and performance, list of industrial and educational establishments where the items enquired have been supplied must be provided.</p> <p>The bidder must attach the Purchase Order copy for Supply &amp; Installation of above equipments during the last 03 financial years in Central Government/Central Autonomous Body/Central PSU/State Government or Autonomous/Reputed Private Research Centres (in Nos. and Value).</p>
22.	<p><b>Buy-Back Option:</b> It is preferred that the tenderer, either the Indian agent on behalf of the Principal/OEM or the Principal/OEM have an upgradation policy to move with buy-back purchases. In this policy the company is required to replace the existing Basic Clean Hood with up-graded model to exchange it. In this case the purchaser may only pay the price differences (Price of the new machine-Exchange price of the old item).</p>
23.	<p><b>Incidental services:</b> The incidental services also include: Furnishing of 01 set of detailed operations &amp; maintenance manual.</p>

	Arranging the shifting/moving of the item to their location of final installation within JISIASR Kolkata premises at the cost of Supplier through their Indian representatives.
24.	<b>Governing Language:</b> The contract (if any) shall be written in English language. English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the same language.
25.	<b>Payment:</b> Payment shall be made against delivery, inspection, successful installation, commissioning and acceptance of the equipment at JISIASR Kolkata in good condition and to the entire satisfaction of the Purchaser.
26.	<b>Manuals and Drawings:</b> (i) Before the goods and equipment are taken over by the Purchaser, the Supplier shall supply operation and maintenance manuals. These shall be in such details as will enable the Purchaser to operate, maintain, adjust and repair all parts of the works as stated in the specifications. (ii) The Manuals shall be in the ruling language (English) in such form and numbers as stated in the contract. Unless and otherwise agreed, the goods equipment shall not be considered to be completed for the purposes of taking over until such manuals and drawing have been supplied to the Purchaser.
27.	<b>Site Preparation:</b> The supplier shall inform to the Institute about the site preparation, if any, needed for the installation of equipment, immediately after the receipt of the purchase order. The supplier must provide complete details regarding space and all the other infrastructural requirements needed for the equipment, which the Institute should arrange before the arrival of the equipment to ensure its timely installation and smooth operation thereafter. The supplier shall visit the Institute and see the site where the equipment is to be installed and may offer his advice and render assistance to the Institute in the preparation of the site and other pre-installation requirements.
28.	<b>Spare Parts:</b> The Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier: ii. Such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and iii. In the event of termination of production of the spare parts: iv. Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; v. Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested. Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods, such as gaskets, plugs, washers, belts etc. Other spare parts and components shall be supplied as promptly as possible but, in any case, within six months of placement of order.
29.	<b>Defective Equipment:</b> If any of the equipment supplied by the Tenderer is found to be substandard, refurbished, un-merchantable or not in accordance with the description/specification or otherwise faulty, the committee will have the right to reject the equipment or its part. The prices of such equipment shall be refunded by the Tenderer with 18% interest if such payments for such equipment have already been made. All damaged or unapproved goods shall be returned at suppliers cost and risk and the incidental expenses incurred thereon shall be recovered from the supplier. Defective part in equipment, if found before installation and/or during warranty period, shall be replaced within 45 days on receipt of the intimation from this office at the cost

	<p>and risk of supplier including all other charges. In case supplier fails to replace above item as per above terms and conditions, JISIASR Kolkata, JIS University may consider "Banning" the supplier.</p>
<p><b>30.</b></p>	<p><b>Termination for Default:</b> At any point of time, the advertisement may be cancelled at any point of time before issuing the PO.</p> <p>The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:</p> <ul style="list-style-type: none"> <li>i. If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the order, or within any extension thereof granted by the Purchaser; or</li> <li>ii If the Supplier fails to perform any other obligation(s) under the Contract.</li> <li>iii If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</li> </ul> <ul style="list-style-type: none"> <li>• For the purpose of this Clause: <ul style="list-style-type: none"> <li>i. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</li> <li>ii. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the borrower of the benefits of free and open competition</li> </ul> </li> </ul> <p>In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner, as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.</p>