



No.AG (A&E)/ITSC/VI/2024-25/

Dated 22/11/2024

Sub: Tender for Server Rack - Called for – Reg.

This Office proposes to purchase Server Racks with the following specifications:

NRS-42U 800x1000 – MAKE – NETRACK			
SL. No.	Part Number	Description	Qty
Basic Rack			
1	NRS-42-RF-8001000-CKD-03-Z0	42U Rack Frame/800X1000/Steel/NRS/CKD/Casters Type 3/Black	1+1
2	CRA0002	Levellers	1+1
3	AK-42-LOOP-Z0	19" Adopter kit /42U/Loops/Black	1+1
4	NRS-PD-42-800-C-Z0	Perforated Door/42/800/Convex/NRS/Black	1+1
5	NRS-PD-42-800-D-Z0	Perforated Door/42/800/Dual/NRS/Black	1+1
6	NRS-SP-42-1000-Z0	Side Panels/1000/42U/NRS/Black	2+2
Rack Security & Access Control System			
7	RSL-001-1	Swing Handle /Mechanical Lock / Single Point / Common Key/Die Cast Metal	1+1
8	RSL-001-3	Swing Handle /Mechanical Lock / Three Point / Common Key/Die Cast Metal	1+1
Cable Management Accessories			
9	HCO-1-CF	Horz. Cable Organiser/1U/ Channel On Front	1+1
10	CB-300-42-Z0	Cable Basket/42U/300/Black	2+2
Accessories			
11	CRA0001-NRS-Z0	Ganging Kit/NRS/Black	1+1
12	S-1000-Z0	Shelf/1000/Black	1+1
13	CRA-0003	Mounting Hardware-CR (Pack of 20)	1+1
Rack Cooling			
14	ACM-4F-TM-360CFM	ITE / Server Rack Air Circulation module/Tower Mount/360CFM	1+1
1 Phase Power Distribution Unit			
15	PDU-V-1-IND-B12-X4-Y4-Z0	Server /IT Rack mount power distribution unit 1Ph, 230V, 32A, Zero U standard Vertical rack mount power distribution unit with 12 X Indian Round Pin 5/15A, (Inlet Plug Not Installed, Recommended IEC30932A 2P +E), 16A MCB X 2 Circuits- PDU Rating 7.3KVA/Bottom feed-3Mt/ Black	2+2
16	Necessary Inlet Plug for connecting the PDU in S.NO.15 to Power source		2+2

17	PDU-H-1-IND-E6-X3-Y1-Z0	Server /IT Rack mount power distribution unit 1Ph, 230V, 16A, 2U standard rack mount power distribution unit with 6 X Intel Multi Pin 6/13A, Inlet Plug type 16A Indian Round Pin, 16A MCB - PDU Rating 3.6KVA/Side feed-1.5Mt/ Black	1+1
18	Service charges for mounting Servers)	12Nos of Servers (comprises Rack and Tower Servers)	

The rates for items in S.NO.15 to 18 should be quoted individually item wise. The rates quoted should be inclusive of taxes, delivery, INSTALLATION etc..

The racks should be delivered within ten days from the date of Purchase order.

The racks and PDUs should carry a minimum of **one year onsite warranty**.

The rates quoted should be valid for two months from the last date of receipt of quotation. The terms and conditions for the supply are as per the Annexure. The total payment will be made after delivery and installation of the racks in this office.

Sealed quotations may be sent duly superscribed as “**QUOTATION FOR SERVER RACKS**” and should reach this office **on or before 02/12/2024 5.45PM** addressed to:

SHRI.C.J. KARTHI KUMAR, IA & AS
Sr.DEPUTY ACCOUNTANT GENERAL (ADMN)
O/o . ACCOUNTANT GENERAL (A&E)
361, ANNA SALAI, TEYNAMPET,
CHENNAI- 600 018.

This office reserves the right to reduce/increase the quantity of purchase of rack for which tender is called for.

Yours faithfully,

Sd/-
Sr.Accounts Officer / ITSC

Annexure
Terms and Conditions

1. **Delivery Schedule:- Within fifteen days from the date of supply order**
2. **Local conditions:-** No request for the enhancement in price or extension of time schedule of delivery/installation shall be entertained. This Office shall not entertain any request for clarifications from this office regarding local conditions. **The bidder should have a base operating office located in Chennai. Contact details like contact person, mobile number, address, and email shall be provided.**
3. **Delivery and Installation:-** The vendor shall, as may be required by the purchaser, to deliver at the place detailed in the supply order within the time schedule. The delivery will not be complete until and unless the Server Racks are inspected and accepted by this office as provided in the order.
4. **Inspection :-** The Server Racks must be supplied in full as per ordered configuration and specification exactly the Part Numbers mentioned for acceptance. No item with short supply or defective will be accepted under any circumstances. The delivered Server Racks should also conform and contain the same **brand/manufacturer/specification** as are given in the bid offer. Failure to fulfil any of the above mentioned conditions will entail cancellation of the purchase order.
5. **Consequence of rejections:-** If the items being rejected by the purchaser at the destination, and the vendor fails to make satisfactory supplies within the stipulated period of delivery, the Purchaser shall be at liberty to:-
 - (a) require the vendor to replace the rejected items at their own cost forthwith but in any event not later than a period of 10 days from the date of rejection and the vendor shall bear all cost of such replacement including freight, if any, on such replacement and replaced items and shall not be entitled to any extra payment on that or any other account; or
 - (b) purchase or authorise the purchase of quantity of the items rejected or others of a similar description (when items exactly complying with particulars are not readily available, in the opinion of the purchaser, which shall be final) without notice to the vendor at his risk and cost and without affecting the vendor's liability as regards the supply of any further instalment due under the contract; or
 - (c) cancel the order and purchase or authorise the purchase of the items or others of a similar description (when items exactly complying with particulars are not readily available, in the opinion of the Purchaser, which shall be final) at the risk and cost of the vendor.
6. **Freight and Government levies:-** The final agreed Nett Unit prices is inclusive of all Taxes, Packing and Forwarding, Freight, Transit Insurance and Installation charges. Octroi and Entry Tax, wherever applicable, shall be paid extra on actuals, on submission of Original Octroi / Entry Tax receipts. All other charges, duties and other outgoings, whatsoever of every description shall be paid by the vendor.
7. **Collection of Form, etc.:-** Responsibility for collections of forms for road permit / octroi / tax clearance etc. shall be with the vendor.
8. **Safety Measures:-** The vendor shall take all precautionary measures in order to ensure the safety of their personnel (his representative, agents, sub-vendors or workmen) working in the office while executing the work. The vendor shall ensure that unauthorised, careless or inadvertent operation of installed equipment, which may result in accident to their staff and or damage to the equipment does not occur. The vendor shall assume all liability for and give to the Purchaser the complete indemnity against all actions, suits, claims, demands cost charges or expenses arising out of and in connection with any accident, death or injury, sustained by any of their person or persons within the

office premises and any loss or damage to the Purchaser's property sustained due to the act or omissions of the vendor irrespective of whether such liability arises under the workman compensation act or any other statute in force from time to time. The vendor shall assume all liability for and give to the purchaser a complete indemnity against all suits or actions arising out of or in connection with the carrying the works, whether such actions are brought by the members of public or neighbours or persons employed on the works. The vendor in carrying out the works shall conform to the statutory and other legal requirements.

9. Penalty for delay in Delivery & Installation:- The schedule given for delivery and installation at site is to be strictly adhered to. Any unjustified and unacceptable delay in delivery and installation beyond the schedule as indicated above shall render the vendor liable for liquidated damages at the rate of **0.5% (half percent) per week** subject to a maximum of **FIVE weeks** and thereafter this Office holds the option for cancellation of the order for pending supply and procure the same from any other vendor. In addition, the vendor shall also be liable to pay to this Office a cancellation charge of **8 ½ % (eight and a half percent)** of the value of unsupplied items. This Office may deduct such sum from any money in their hands due or to become due to vendor. The payment or deduction of such sums shall not relieve the vendor from his obligations to complete the process of commissioning or from his other obligations and liabilities under the contract. The decision of the authority placing the order, whether the delay in commissioning has taken place on account of reasons attributed to the vendor shall be final.

10. Warranty:- Minimum One year on-site warranty

11. Trade Practice:-

- (i) In the event, the vendor's company or concerned division of the company is taken over/bought over by another company or operated through a partner, all the obligations under the agreement with the Purchaser shall be passed on to the new company/division/partner for compliance by the new company on the negotiations.
- (ii) The vendor will automatically agree honouring all aspects of fair trade practices in executing the purchase order placed by the Purchaser.
- (iii) If the name of the product is changed for describing substantially the same product in a renamed form, then all techno-financial benefits agreed with respect to the original product shall be passed on to this Office and the obligations of the vendor towards this Office in respect to the product with old name shall be passed on to the product so renamed. Before supply to this office, if the vendor sells any system or sub-system of the same or equivalent configuration to any other Department/Organisation in India at a price lower than the price fixed for the Purchaser, the vendor shall automatically pass on the benefits to this Office.
- (iv) In case this Office sees that the market rates have come down from the time when rates were finalised in the order or there is a need for selection of new system configuration based on market trends, this Office, may ask the technically short-listed vendors to re-quote the prices and the vendor shall be selected on the basis of procedure given earlier.

12. Payment Terms:- The standard payment terms subject to recoveries, if any by way of the liquidated damages as applicable, or other recoveries shall apply. Invoice should be submitted in triplicate. Charges in the bills shall always be entered at the agreed price/cost/rates. No part of the price shall become payable until the vendor has received the certificate of delivery/completion from this office. Warranty would, however, begin from the date of acceptance.

13. The vendor/supplier has represented that they are dealing in such machines/equipment and are willing for selling such machines/equipment to this Office. The vendor have further represented to this Office that the said machines/equipment are free from all encumbrances, charges, gifts, liens, attachments, mortgages, liabilities, claims and litigation whatsoever and the vendor/supplier will keep

the machines /equipment free from all encumbrances till the delivery and transfer of title/ownership of such machines /equipment from the vendor/supplier to the purchaser.

14. The vendor/supplier is interested to sell the said machines/equipment and this Office has agreed for purchasing all the rights, title and interests of the vendor/supplier in respect of the said machines/equipment for the agreed price/consideration subject to terms and conditions appearing hereinafter.

15. Sub-Contracts: The vendor /supplier shall not assign or sub-let any portion of the supply of any ordered items without the written approval of this office.

16. Jurisdiction of courts in case of dispute: - These terms and conditions are governed by laws of India for the time being in force. Irrespective of the place of delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been at the place from which the acceptance of tenders have been received i.e. Chennai. Courts of Chennai shall alone have jurisdiction to decide any dispute arising out of or in respect of these terms and conditions.

17. Action and compensation payable in case of defect in the machines/equipment: - If it appears to this Office that the machines supplied are defective or of inferior description or of a quality inferior to that ordered for or otherwise not in accordance with the supply order, the supplier/vendor on demand of this Office shall forthwith rectify the defect on its own cost or provide new machine as per specifications provided in the supply order at its own charge and cost and in the event of its failure to do so within a period to be specified by this Office in his demand aforesaid, the vendor /supplier shall be liable to pay compensation at the rate of **1 % (one percent) of the price of the machine(s) for every day not exceeding 10 days**, while its failure to do so shall continue and in the case of such failure, the purchaser shall be entitled to recover the price of the machine(s) from the vendor /supplier.

18. Action where no specification: - In the case of any class of specifications or class of work of which there is no mention in the specifications or in these terms and conditions, such work/specifications shall be carried out in accordance with the instructions and requirement of this office.

19. Arbitration:- In the event of any dispute or differences between the parties whether during the execution of orders or thereafter whether by breach or in any manner in regard to:

- i) the construction of the terms and conditions
- ii) the respective rights and liabilities of the parties hereto thereunder
- iii) any matter or thing arising out of or in relation to or in connection with these terms and

conditions:

then either party shall give written notice to the other of the same, and such dispute or differences shall be referred for the arbitration of any persons appointed with mutual consent of the Accountant General and the vendor. The decision of such Arbitrator shall be conclusive and binding on the parties hereto. There shall be no objection to any such appointment that the person appointed is a Govt. servant. The provisions of the Arbitration and Conciliation Act and rules thereunder shall apply to the arbitration proceedings.

Sd/-

Sr.Accounts Officer / ITSC