

Dated: October 8, 2018

**Limited Tender Notice**

**Sub: Tender for Red hat Enterprise Linux Server Software licenses – reg.**

Sealed tenders are invited for supply, installation & commissioning of Red hat Enterprise Linux Server Software licenses as per details given in the **Annexure-I** of the Tender Document. The terms and conditions governing the Tender are as under:

1. The tender document can be downloaded from the website of the Bureau (<http://ncrb.gov.in>) or CPP portal of Government of India.
2. The sealed tenders are to be submitted in prescribed format on your business letter head duly stamped and signed and dated on each page as their unconditional acceptance to the terms prescribed by the NCRB. Details/supporting documents wherever applicable, if attached with the tender should be duly authenticated by the vendor/s. No over-writings shall be accepted unless authenticated with full signature of the vendor/s.
3. Each tenderer shall submit the tender in two separate sealed envelopes, along with EMD should be put in envelope No. 1 (Please mark the envelope as “**No. 1 – Technical Bid**”), Envelope No. 2 will contain only Financial Bid (Please mark the Envelope as “**No.2 – Financial Bid**”). Both the sealed envelopes bearing No. 1 and 2 are to be put in main envelop i.e. Envelope No. 3.
4. The sealed tender duly superscripted, “**Tender for Red hat Enterprise Linux Server software licenses**” **due on October 23, 2018**”, should be addressed to **Jt. Assistant Director (DCT)** and must be delivered at the National Crime Records Bureau, NH-8, Mahipalpur at 2<sup>nd</sup> floor on or before **3.00 PM of October 23, 2018**. Tenders received after the stipulated date and time shall not be entertained.
5. The **Technical Bid shall be opened on October 24, 2018 at 11:30 AM** in the NCRB, NH-8, Mahipalpur, New Delhi by the committee members nominated by the Director, NCRB in the presence of those tenderer(s), who wish to be present. No separate communication will be sent in this regard. In the event of due date being a close holiday or declared Holiday for Central Government offices, the due date for opening of the bids will be the next working day at the appointed date, time and venue.
6. NCRB shall have the right to assess the competencies and capabilities of the Tenderer by going through the credentials given in the Technical Bid and on the basis of such credentials, NCRB may reject the candidature of the Tenderer without assigning any reason. In such case(s) the Financial Bid shall not be opened for that particular Tenderer. The Financial Bid of only those parties who qualify in the technical scrutiny shall be opened.
7. Prices quoted should be ‘FOR’ NCRB, Mahipalpur premises and should be inclusive of all charges viz. installation, acceptance test and warranty services in line with the item scope in which the same are being installed.

8. The bidder should be an Authorized Channel Partner of the Principal Manufacturer. The bidder has to submit an Authorization letter from the Principal Manufacturer in this regard to bid.
9. Though NCRB prefers to deal with manufacturers/principal manufacturers directly, it may also consider the offers received through its authorized channel partners, provided the principal authorizes the said channel partner in this regard.
10. The bidder has to ensure delivery of the required items within 10 days of placing the order. In case, delay is beyond 10 days without any valid reason, NCRB reserves the right to forfeit the EMD amount submitted. Further, NCRB may at its discretion cancel the order and arrange to procure the same from the next bidder on the panel/open market at the sole risk, cost and responsibility of the vendor.
11. If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.
12. No advance payment will be made to successful bidder. Further, payment is subject to installation and acceptance of the software.
13. Vendor will be fully responsible for onsite comprehensive maintenance free of charge during the warranty period and in case of default, vendor has to ensure replacement / re-installation of the backup software with procured licenses.
14. The rates quoted should be valid for at least 90 days from the date of opening of quotations.
15. The tenderers are required to deposit an earnest money of **Rs. 20,000/- (Rupees Twenty Thousand only)** by way of demand draft drawn in favour of “**AO, PAO, DCPW**”, payable at “**New Delhi**” except in the case of Micro and Small Enterprise (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department.. The tender not accompanied with earnest money shall be rejected summarily. However, necessary proof of exemption to be submitted by bidder along with the technical bids.
16. The bid security to be valid for a period of minimum 90 days beyond the final bid validity period.
17. The earnest money of unsuccessful tenderers will be refunded without any interest/bank commission/collection charges after the order has been issued in favour of successful party.
18. EMD amount of the successful tenderer will be refunded without any interest/bank commission/collection charges after the order has been executed successfully and

payment to the vendor for the procurement has been settled as per the terms and conditions of the purchase order and acceptance test period is over.

19. The EMD of the bidder shall be forfeited in the following circumstances:-

- (i) The bidder withdraws his bid;
- (ii) The bidder does not accept the Purchase / Work Order;
- (iii) The bidder fails to supply goods / services as per the terms of the Tender and Purchase / Work Order.
- (iv) Any other justified reasons e.g. misleading or wrong information in the Bid, violation of the terms and conditions of the tender, involvement in forming ring / cartel, submission of multiple bids in different names etc.

20. Kindly submit duly filled in and signed Declaration & Acceptance of Terms and conditions, as per Performa enclosed in Annexure – 1

**GENERAL:**

- a) All disputes, differences, claims and demands arising under or pursuant to or touching the contract shall be referred to the arbitrator to be appointed by the MHA, New Delhi. The award of the sole arbitrator shall be final and binding on both the parties under provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications on re-enactment thereof as in force. Place of such arbitration proceedings shall be at Delhi.
- b) The Bureau reserves the right to accept or reject any or all tenders including the lowest tender/s without assigning any reason at its sole discretion and the decision of the Director, NCRB will be final and binding on all concerned.
- c) The quantities indicated in Annexure-1 are tentative and may be increased/decreased at the sole discretion of the NCRB and the vendor shall have no right to claim any minimum/definite volume of business.

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**Details of software's license required**

<b>Sl. No.</b>	<b>Details of software / licenses</b>	<b>Est. Qty.</b>	<b>Rate per unit inclusive of all taxes, if any</b>
1.	Red Hat Enterprise Linux Server, Premium 1-2 sockets up to 1 guest with 3 years support included	9 license	

We M/s \_\_\_\_\_ hereby provide consent that we are in a position to supply and install the above required hardware items as per specification and ensure their genuineness. We also declare that the parts quoted / supplied would have warranty of 3 years w.e.f. date of their installation.

Name, Signature & Stamp of the Company