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**national film
archive of india
राष्ट्रीय फिल्म संग्रहालय**

Where The Heritage of Indian Cinema Comes Alive ...

REQUEST FOR PROPOSAL

for

**Invitation to submit the bids for procurement of Extended Warranty of EMC
VNXe 3200 Storage and Dell Power Edge R630 Server for three years.**

RFP No. 302/14/2015-NFHM

Date: November 04, 2020

**National Film Archive of India (NFAI),
Ministry of Information & Broadcasting, Government of India**

Law College Road,

Pune – 411004

Invitation to submit the bids for procurement of Extended Warranty of EMC VNXe 3200 Storage and Dell Power Edge R630 Server for three years.

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1. Confidentiality

This document has been circulated to invite participation from the interested parties (Bidders) who have requested for the purchase of RFP for procurement of Extended Warranty of EMC VNXe 3200 Storage and Dell Power Edge R360 Server for three years. Information shared with Bidders through this document is confidential in nature. Any further circulation of this information without prior permission of NFAI is prohibited and shall attract punishment/ penalties.

2. Disclaimer

- 2.1. National Film Archive of India, Pune (hereinafter referred to as NFAI or 'NFAI') has issued this Request for Proposal (hereinafter referred to as "RFP") for procurement of Extended Warranty of EMC VNXe 3200 Storage and Dell Power Edge R360 server for three years on such terms and conditions as set out in this RFP document, including but not limited to the Specifications set out in different parts of this RFP document.
- 2.2. This RFP has been prepared with an intention to invite prospective Applicants/ Bidders and to assist them in making their decision of whether or not to submit a proposal. It is hereby clarified that this RFP is not an agreement and the purpose of this RFP is to provide the Bidder(s) with information to assist them in the formulation of their proposals. This RFP document does not purport to contain all the information bidders may require. This RFP document may not be appropriate for all persons, and it is not possible for NFAI to consider the investment objectives, financial situation and particular needs of each Bidder.
- 2.3. NFAI has taken due care in preparation of information contained herein. However, this information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so and they do not solely rely on the information contained in this RFP in submitting their Proposal. This RFP includes statements, which reflect various assumptions and assessments arrived at by NFAI in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require.
- 2.4. This RFP is not an agreement by and between NFAI and the prospective bidders or any other /person. The information contained in this RFP is provided on the basis that it is non-binding on NFAI, any of its authorities or agencies, or any of their respective officers, employees, agents, or advisors. NFAI makes no representation or warranty and shall incur no liability under any law as to the accuracy, reliability or completeness of the information contained in the RFP document. Each Bidder is advised to consider the RFP document as per his understanding and capacity. The bidders are also advised to do

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appropriate examination, enquiry and scrutiny of all aspects mentioned in the RFP document before bidding. Bidders are encouraged to take professional help of experts on financial, legal, technical, taxation, and any other matters / sectors appearing in the document or specified work. Bidders are also requested to go through the RFP document in detail and bring to notice of NFAI any kind of error, misprint, inaccuracies, or omission in the document. NFAI reserves the right not to proceed with the project, to alter the timetable reflected in this document, or to change the process or procedure to be applied. NFAI also reserves the right to decline to discuss the Project further with any party submitting a proposal.

- 2.5. No reimbursement of cost of any type will be paid to persons, entities, or consortiums submitting a Proposal. The Bidder shall bear all costs arising from, associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by NFAI or any other costs incurred in connection with or relating to its Bid.
- 2.6. This issue of this RFP does not imply that NFAI is bound to select and pre-qualify Bids for Bid Stage or to appoint the selected Bidder, as the case may be, for the project and NFAI reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.
- 2.7. NFAI may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.
- 2.8. NFAI, its employees and advisors make no representation or warranty and shall have no liability (for any cost, damage, loss or expense which may arise from or is incurred or suffered on account of anything contained in this RFP or otherwise, including but not limited to the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to be part of this RFP or arising in any way with eligibility of bidder for participation in the Bidding Process) towards any Applicant or bidder or a third person, under any law, statute, rule, regulation or tort law, principles of restitution or unjust enrichment or otherwise.
- 2.9. NFAI also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any bidder upon the statement contained in this RFP.
- 2.10. Interested parties, after careful review of all the clauses of this 'Request for Proposal', are encouraged to send their suggestions in writing to NFAI. Such suggestions, after review by NFAI, may be incorporated into this 'Request for Proposal' as a corrigendum which shall be uploaded onto the e-tendering website and NFAI website: www.nfai.gov.in

3. Invitation for Bids

- 4.1. NFAI hereby invites Proposals for purchase of RFP for procurement of Extended Warranty of EMC VNXe 3200 Storage and Dell Power Edge R360 server for three years. Bidders/ Agencies are advised to study this RFP document carefully before submitting their proposals in response to the RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.
- 4.2. The complete bidding document has been published on www.nfai.gov.in for the purpose of downloading.
- 4.3. A two stage two envelope selection procedure shall be adopted as provided in Section 5.7 of this RFP

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4. Schedule details

S. No	Information	Details
4.1.	Cost of the RFP <i>(to be paid in form of a DD from any scheduled commercial bank in name of "Administrative Officer, NFAI" payable at Pune)</i>	5,000/-
4.2.	Publishing of RFP	November 04, 2020
4.3.	Submission of queries	November 09, 2020 upto 5 pm
4.4.	Pre-bid meeting with agencies	November 11, 2020 at 11 am
4.6.	Last date for submission of bids	November 25, 2020 upto 3 pm
4.7.	Opening of Technical Proposal	November 25, 2020 at 4 pm
4.8.	Opening of Commercial Proposal	To be intimated later
4.9.	Correspondence details	Administrative Officer National Film Archive of India Law College Road Pune – 411004 Email - adm@nfaipune.gov.in
4.10.	Submission details	National Film Archive of India, Law College Road, Pune – 411 004

5. Instructions to Bidders

5.1. Completeness of Response

- 5.1.1. Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- 5.1.2. The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the bidder's risk and may result in rejection of its Proposal.

5.2. Proposal Preparation Costs

- 5.2.1. The Bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in the conduct of informative and other due diligence activities, participation in meetings / discussions / presentations, preparation of Proposal, providing any additional information required by NFAI to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the Bid process. NFAI will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 5.2.2. This RFP does not commit NFAI to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award or for preparing this Bid. All materials submitted by the Bidder would become the property of NFAI and may be returned completely at their sole discretion.

5.3. Signing of communication with NFAI

All communications to NFAI including this RFP and the Bid documents shall be signed on each page by the authorized representative of the bidder and Power of Attorney as prescribed in Annexure I thereby authorizing the representative to sign the documents related to the bid should be submitted along with the Bid response. All the pages in the bid response / any communication with NFAI shall be numbered, signed by authorized representative and stamped.

5.4. Amendment of RFP Document

- 5.4.1. At any time prior to the last date for receipt of Bid response, NFAI may, for any reason, whether at their own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP document through an amendment. The amendment will be published on the NFAI website (www.nfai.gov.in) and it shall be the responsibility of the Bidders to be vigilant about the updates uploaded by NFAI on their website.

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5.4.2. In order to accord a reasonable time to the prospective Bidders to take the amendment into account for preparing their Bids, NFAI may, at their discretion, extend the last date for the receipt of Bids. The Bidders are allowed to resubmit their Bid, if required, after such amendments (but within the last date and time for submission of the Bids). If NFAI deems it appropriate to revise any part of this RFP or to issue additional data to clarify any provision of this RFP, they may issue a supplement / amendment / corrigendum to this RFP. Any such corrigendum shall be deemed to be incorporated into the RFP by this reference.

5.5. NFAI's right to modify submission deadline

NFAI may, in exceptional circumstances and at their discretion, extend the deadline for submission of Proposals by issuing a corrigendum on the NFAI website (www.nfai.gov.in). In such a scenario, all rights and obligations of the project and the Bidders previously subject to the original deadline will thereafter be subject to the extended deadline.

5.6. NFAI's right to terminate the process

NFAI may terminate the RFP process at any time without assigning any reason whatsoever. NFAI makes no commitments, express or implied, that this process will result in a business transaction with anyone. This RFP does not constitute an offer by NFAI.

5.7. Preparation and Submission of Responses

The bidder may choose to submit hardcopy of the proposal, as mentioned in the RFP.

5.7.1. Hardcopy Submission

The Bidders should submit their responses in the format given in this document as hard copies spirally / hard bound in a sealed envelope. This shall be 2 covers (sealed and signed) system where:

5.7.1.1. First cover shall contain the original pre-qualification documents including the EMD and the tender fee. The cover should be clearly marked as the "Pre-Qualification Proposal for procurement of Extended Warranty of EMC VNXe 3200 storage and Dell Power Edge R360 server for three years".

5.7.1.2. Second cover shall contain original commercial proposal document and cover should be clearly marked as the "Commercial Proposal for procurement of Extended Warranty of EMC VNXe 3200 Storage and Dell Power Edge R360 server for three years"

5.7.1.3. All two covers shall be in one large cover, sealed and signed clearly stating for "Proposal for procurement of Extended Warranty of EMC VNXe 3200 Storage and Dell Power Edge R360 server for three years" and "Name and Address of the Bidder"

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Note:

- i. Commercial proposal should be in second cover only and any deviation or a conditional proposal will lead to disqualification of the bidder.
- ii. All the documents should be spiral or hard bound with proper index numbering. No loose papers would be accepted and could lead to disqualification
- iii. The Bidder should ensure that all the required documents, as mentioned in this RFP are submitted along with the bid and in the prescribed format only. NFAI will not accept delivery of Proposal in any manner other than that specified in this RFP. Proposal delivered in any other manner shall be treated as defective, invalid and rejected. Non-submission of the required documents or submission of the documents in a different format / contents may lead to the rejections of the bid proposal submitted by the Bidder.

5.7.1.4. The Bidder is expected to submit 1 (one) copy in original including all the supporting documents in original (as per the requirement of NFAI) and shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page. All alterations, omissions, additions or any other amendments made to the Bid shall be numbered and initialed by the person signing the Bid.

5.7.1.5. No Deviation Bid:

- i. It is required that all the Bids submitted in response to this RFP should be unconditional in all respects, failing which NFAI reserves the right to reject the Bid. The envelope should indicate the complete address and contact details of the Bidder to enable the return of the unopened bids in case it is declared “late”.
- ii. The correspondence for any technical queries pertaining to this RFP and submission of Bid response must be made at the following address:

Administrative Officer
National Film Archive of India,
Law College Road, Pune – 411 004.
Email - adm@nfaipune.gov.in

5.8. Authentication of Bid

5.8.1. Authorized person of the bidder who signs the bid shall obtain the authority letter from the bidder, which shall be submitted with the Bid. All pages of the bid and its annexures, etc. shall be signed and

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stamped by the person or persons signing the bid. In case of consortium, only the person from Prime Bidder is authorised to sign the bid documents and no other person is permitted.

- 5.8.2. Power of Attorney executed by the Bidder in favour of the duly authorised representative, certifying him as an authorised signatory for the purpose of this bid.

5.9. Language of Bids

This bid should be submitted in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the bidder and submitted with the bid, and English translation shall be validated at NFAI's discretion.

5.10. Arbitration

All disputes or differences arising out of or in connection with the contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to services or performance, which cannot be settled amicably, may be resolved through arbitration. The format of arbitration clause in respect of indigenous private bidders, foreign bidders is given in Point 18.

5.11. Late Proposal and Proposal Validity Period

Bids received after the scheduled time will not be accepted by the NFAI under any circumstances. NFAI will not be responsible for any delay due to postal service or any other means. The proposal validity period shall be for a period of 180 days from the proposal due date as mentioned in Section 4 of this RFP.

5.12. Modification and Withdrawal of Proposals

Bids once submitted will be treated, as final and no further correspondence will be entertained on this. No bid will be modified after the deadline for submission of bids.

5.13. Non-conforming Proposals

A Proposal may be construed as a non-conforming proposal and ineligible for consideration:

- 5.13.1. If it does not comply with the requirements of this RFP
- 5.13.2. If the Proposal does not follow the format requested in this RFP or does not appear to address the requirement(s) of the NFAI.

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5.14. Acknowledgement of Understanding of Terms

By submitting a Proposal, each Bidder shall be deemed to acknowledge that he has carefully read all sections of this RFP, including all forms, schedules, annexure, corrigendum and addendums (if any) hereto, and has fully informed itself as to all existing conditions and limitations.

5.15. Bid Opening

- 5.15.1. Envelope A containing the Pre-qualification documents shall be opened in the presence of the Bidder/ representatives of Bidder who choose to attend, at the address, date and time specified in the RFP.
- 5.15.2. Envelope B containing the Financial Proposal will remain unopened and will be held in custody of NFAI until the time of opening of the Financial Proposals.
- 5.15.3. At the end of the evaluation of the Pre-Qualification, NFAI shall invite Bidder who have qualified for the opening of the Financial Proposals. The date, time, and location of the opening of Financial Proposals will be informed by NFAI separately and individually to qualified Bidder.

5.18. Letter of Award (LOA)

Prior to the expiration of the period of bid validity, NFAI will notify the Successful Bidder in writing or by fax or email, to be confirmed in writing by letter, that its bid has been accepted. LoA will constitute the formation of the contract. Upon the Successful Bidder's furnishing of Performance Band Guarantee, NFAI will promptly notify each unsuccessful bidder.

5.19. Signing of Contract

After NFAI notifies the successful Bidder that its Proposal has been accepted, NFAI shall enter into a Contract, incorporating all clauses, Pre-Bid clarifications, Corrigendums, the Proposal of the Bidder and any Government rules and GFR provisions between NFAI and the successful Bidder. The Draft Legal Agreement shall be signed with the selected Bidder. The Legal Agreement shall be furnished after the final selection of the Bidder NFAI may finalize the same after legal consultations, and for the benefit of the project, and it shall be binding on the Bidder.

5.20. Failure to agree with the Terms & Conditions of the RFP / Contract

- 5.20.1. Failure of the successful Bidder to agree with the Draft/ after legal consultations the Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the Award, in which event NFAI may award the Contract to the next best value Bidder or call for new proposals from the interested bidders.

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5.20.2. In such a case, NFAI shall invoke the EMD and the Performance Bank Guarantee of the successful bidder.

5.21. NFAI's Right to Accept any Bid and to Reject any or All Bids

NFAI reserves the right to accept or reject any Bid, and to annul the bidding process and reject any or all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for NFAI's action.

5.22. Confidential Information

5.22.1. NFAI and the Successful Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.

5.22.2. The Successful Bidder shall not use the documents, data, and other information received from NFAI for any purpose other than the services required for the performance of the Contract.

5.23. Change in Laws and Regulations

Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Successful Bidder has thereby been affected in the performance of any of its obligations under the Contract.

5.24. Force Majeure

An event which is beyond the reasonable control of the bidder, is not foreseeable, is unavoidable and not brought about by or at the instance of the bidder claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a bidder's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the bidder invoking Force Majeure to prevent), confiscation or any other action by Government agencies shall be termed as Force Majeure. Force Majeure shall not include:

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- 5.24.1. Any event which is caused by the negligence or intentional action of the Bidder / Consortium member or by such their sub agencies (if any) or agents or employees,
- 5.24.2. Any event which a Bidder / Consortium member could have taken into account at the time of the execution of the project and avoid or overcome in the carrying out of its obligations.
- 5.24.3. Shall not include insufficiency of funds or inability to make any payment to fulfill any of its obligations for execution of the work shall not be considered to be a breach of, or default insofar as such inability arises from an event of Force Majeure, provided that the Bidder / Consortium member affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the scope of work as mentioned in this RFP.

5.25. Performance Bank Guarantee

- 5.25.1. Within fifteen (15) working days from the date of issuance of LOA, the Successful Bidder shall at his own expense submit unconditional and irrevocable Performance Bank Guarantee (PBG) an amount equivalent to 10% of contract value to NFAI.
- 5.25.2. The PBG shall be from a Nationalized Bank or a Scheduled Commercial Bank in the format prescribed in Annexure IV payable on demand, for the due performance and fulfilment of the contract by the bidder.
- 5.25.3. All charges whatsoever such as premium; commission etc. with respect to the PBG shall be borne by the Successful Bidder.
- 5.25.4. The PBG shall be valid till satisfactory completion of Post Implementation Support. The PBG may be discharged/returned by NFAI upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the PBG. The PBG shall hold good till 180 days after completion of the Contract Period.
- 5.25.5. In case the project is delayed beyond the project schedule as mentioned in the RFP, the PBG shall be accordingly extended by the Successful Bidder till completion of scope of work as mentioned in RFP.
- 5.25.6. In the event of the Bidder being unable to service the contract for whatever reason NFAI would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of NFAI under the contract in the matter, the proceeds of the PBG shall be payable to NFAI as compensation for any loss resulting from the bidder's failure to complete its obligations under the Contract. NFAI shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.
- 5.25.7. NFAI shall also be entitled to make recoveries from the bidder's bills, PBG, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

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5.25.8. On satisfactory performance and completion of the order in all respects and duly certified to this effect by NFAI, Contract Completion Certificate shall be issued and the PBG would be returned to the Successful Bidder.

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6. Scope of Work

6.1. EMC VNXe 3200 Storage

6.1.1. Premium Support (Extended Warranty of EMV VNXe 3200 Storage for three years) from date of award or date of applicability of AMC Agreement whichever is later required.

6.1.2. The details of the EMC VNXe 3200 Storage are as follows:

S. No	Information	Details
i.	FL100161200585	21.1 TB
ii.	FL100161200485	21.1 TB
iii.	FL100161200483	21.1 TB
iv.	FL100161200486	21.1 TB
v.	FL100161200492	8.5 TB
vi.	FL100161200493	8.5 TB

6.1.3. 'Manufacturer Authorization Form' is mandatory from OEM'

6.2. Dell Power Edge R360 Server

6.2.1. Premium Support (Extended Warranty of Dell Power Edge R360 server for three years) from date of award or date of applicability of AMC Agreement whichever is later required.

6.2.2. The details of the and Dell Power Edge R360 Server are as follows:

S. No	Information	Details
i.	CPU with	Intel Xeon E3-1220 v2 Quad Core processor 3.1GHz or better 8 MB L3 cache Memory or equivalent rolled over Next Generation Processor.
ii.	Chipset	Intel C200 Series or better compatible with CPU.
iii.	Motherboard	OEM / Intel original Motherboard.
iv.	Slots	4 PCI/ PCI Express
v.	Memory	8 GB ECC 1333 MHz DDR3 RAM and min. 4 DIMM slots.
vi.	Hard Disk Drive	2 x 500 GB or higher Enterprise Class NLSAS/SATA HDD 7200 RPM or higher

6.2.3. 'Manufacturer Authorization Form' is mandatory from OEM'

7. Evaluation Process

- 7.1. A committee comprising of NFAI officials and external members will evaluate the responses of the bidders
- 7.2. Commercial bids of only the qualified short-listed bidders will be opened. The proposals shall be evaluated based on Least Cost System (LCS), wherein the qualified shortlisted bidder with the least commercial quote shall be considered the L1 (Successful) bidder.
- 7.3. In case of discrepancy in Commercial bid of the qualified short-listed bidder with regard to the total price (In words) and total price (In figures), the amount mentioned in the total price (in figures) shall be considered.

8. Prequalification Criteria

Table 1 Prequalification Criteria

#	Eligibility Criteria	Document Proof
8.1.	The agency/ Organization/ Company must be a registered under Indian Companies Act, 2013 or the Partnership Act, 1932 or relevant Shop Establishment Act or Municipal Act Note: 1. Consortium Strictly not Allowed	8.1.1. Copy of Certificate of Incorporation/ Partnership Deed or equivalent, 8.1.2. Power of Attorney as per Annexure VIII
8.2.	The Bidder should have experience in undertaking the work related to establishing and maintenance of the specified and related Storages as on date of submission of the RFP response.	8.2.1. Work orders/ completion certificate (as applicable) in the name of the bidder showing work experience 8.2.2. Work order should clearly state complete start date of the project and should be signed by the issuing authority.
8.3	Bidder should have 'Manufacturer Authorization Form' from ÓEM'	8.3.1. Copy of 'Manufacturer Authorization Form' from ÓEM' in the name of the bidder
8.4	The Bidder should have positive net worth for last 3 years.	8.4.1. A certificate (on the letter head) from the practicing Chartered Accountant/ Statutory Auditor duly signed & stamped and clearly mentioning the net worth details for the past three financial years (FY 2018-19, 2017-18 and 2016-17) 8.4.2. Net worth is defined as “Total assets (excluding the intangible assets such as good will) minus total liabilities of the entity”.
8.5	The Bidder must have an average turnover of 25 lakhs on the past 3 financial years i.e. 2016-17, 2017-18 and 2018-19	8.5.1 A certificate (on the letter head) from the practicing Chartered Accountant/ Statutory Auditor duly signed & stamped and clearly mentioning the turnover details

Invitation to submit the bids for procurement of Extended Warranty of EMC VNXe 3200 Storage and Dell Power Edge R630 Server for three years.

#	Eligibility Criteria	Document Proof
		for the past three financial years (FY 2018-19, 2017-18 and 2016-17)
8.6	The Bidder should not have been blacklisted by any State Govt. or Central Govt. department and organization in India or abroad as on date of submission of this bid.	8.6.1 Self-Certification by the single entity, prime bidder and all members of the consortium on their respective letter head duly signed by the authorized signatory mentioning that the Bidder has not been blacklisted by any State Govt. or Central Govt. department and organization in India or abroad as on date of submission of this bid.
8.7	Tender Fees	8.7.1. DD of Rs. 5,000/- from any Nationalized Bank
8.8	EMD	8.8.1 Bank Guaranty of Rs. 2,00,000/- from any Nationalized Bank

8.9 Evaluation of Prequalification Proposals

- 8.9.1 Bidders, whose EMD and Tender Document Fees are found in order, shall be considered for Pre-Qualification criteria evaluation.
- 8.9.2 Bidder shall be evaluated as per prequalification criteria mentioned at Section 8. The bidders who fulfil all the prequalification criteria shall qualify for further Financial evaluation.

9. Financial Bid Evaluation

- 9.1. All the qualified bidders will be notified to participate in Financial Proposal opening process.
- 9.2. Financial Proposals for the qualified bidders will then be opened on the notified date and time and reviewed to determine whether the financial proposals are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at NFAI discretion.
- 9.3. Financial Proposals that are not meeting the condition mentioned in Annexure VII shall be liable for rejection.
- 9.4. Total Cost of Bid (TCB) shall be calculated based on the financial format given in Section 11 of the RFP. The bidder is required to provide commercial quote as per format in Section 11 along-with cover letter as provided in Annexure VII.
- 9.5. If there is a discrepancy between words and figures, the amount in words shall prevail. For any other calculation/ summation error etc. the bid may be rejected and EMD forfeited.
- 9.6. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services and should be stated in INR only. Omissions, if any, in costing of any item shall not entitle the Bidder to be compensated and the liability to fulfil its obligations as per the Terms of Reference within the total quoted price shall be that of the Bidder. The Bidder shall bear all taxes, duties, fees, levies and other charges imposed under the Applicable Law as applicable.

10. Evaluation of the organizations / agencies

The evaluation of the Bidders shall be done in 2 stages where the Bidders shall be first evaluated against the Pre-Qualification criteria. Only those bidders fully satisfying the Pre- Qualification criteria (Section 8) shall be considered for further Commercial evaluation (Section 9). The bids shall be evaluated using the Lower Cost Based system (LCBS) selection method. The evaluation committee can visit the major facility of similar work being carried out by the selected Bidder (India / Abroad) before award of contract.

11. Commercial Bid Format

The prospective bidders have to share the commercials as per the format mentioned below along with a cover letter as mentioned in Annexure VII.

#	Particular	Description	Total Amount (INR)
EMC VNXe 3200 Storage			
11.1.	First Year	11.1.1. AMC & Warranty 11.1.2. AMC & Warranty – Non- IT Components 11.1.3. Software, Licenses and Certificates (If Any) 11.1.4. Miscellaneous/ Other (Specify)	
11.2.	Second Year	11.2.1. AMC & Warranty 11.2.2. AMC & Warranty – Non- IT Components 11.2.3. Software, Licenses and Certificates (If Any) 11.2.4. Miscellaneous/ Other (Specify)	
11.3.	Third Year	11.3.1. AMC & Warranty 11.3.2. AMC & Warranty – Non- IT Components 11.3.3. Software, Licenses and Certificates (If Any) 11.3.4. Miscellaneous/ Other (Specify)	
Dell Power Edge R630 Server			
11.4.	First Year	11.4.1. AMC & Warranty 11.4.2. AMC & Warranty – Non- IT Components 11.4.3. Software, Licenses and Certificates (If Any) 11.4.4. Miscellaneous/ Other (Specify)	
11.5.	Second Year	11.5.1. AMC & Warranty 11.5.2. AMC & Warranty – Non- IT Components 11.5.3. Software, Licenses and Certificates (If Any) 11.5.4. Miscellaneous/ Other (Specify)	
11.6.	Third Year	11.6.1. AMC & Warranty 11.6.2. AMC & Warranty – Non- IT Components	

#	Particular	Description	Total Amount (INR)
		11.6.3. Software, Licenses and Certificates (If Any) 11.6.4. Miscellaneous/ Other (Specify)	
11.7.	Grand Total (Excluding GST)		
11.8.	Grand Total (Including GST)		
11.9.	Grand Total (Excluding GST) (In Words)		
11.10.	Grand Total (Including GST) (In Words)		

Note:

- 11.11. This rate shall be considered for commercial calculation to be paid to the selected Bidder.
- 11.12. The payment to the Bidder shall be made on the actual work performed by the Selected Bidder as per the quoted rates
- 11.13. These rates shall be effective and valid throughout the contract period
- 11.14. NFAI, at its sole discretion, may decide to delete/ remove any of the above-mentioned items from the scope of the work any time during the course of bidding and/or execution of works.
- 11.15. In case of discrepancy between the Grand Total (excluding GST) (in words) and Grand Total (excluding GST) (in figures), the value mentioned in the Grand Total (excluding GST) (in words) shall be considered for evaluation and award of the contract.

12. Payment Milestones

Table 2 Payment Milestones

Sr. No	Milestone	Payment in percentage terms (excluding the AMC cost)
12.1.	First Year	Amount finalized for first year as per Financial Bid shall be disbursed after submission of payment Invoice by the Selected bidder
12.2.	Second Year	Amount finalized for second year as per Financial Bid shall be disbursed after submission of payment Invoice by the Selected bidder.
12.3.	Third Year	Amount finalized for third year as per Financial Bid shall be disbursed after submission of payment Invoice by the Selected bidder

13. Annexures

I. Check-list for the documents to be included in the Pre-Qualification Envelope

Table 3 Checklist for documents to be included in pre-qualification envelope

#	Criteria	Supporting document	Submitted (Yes / No)	Proposal page number
1	Covering letter	As per the format mentioned in Annexure X		
2	Bid processing fee	Demand Draft for Rs. 5,000		
3	EMD	As per the format mentioned in Annexure III		
4	Power of Attorney authorizing the signing of the bid	As per the format mentioned in Annexure VIII		
5	The agency/ Organization/ Company must be a registered under Indian Companies Act, 2013 or the Partnership Act, 1932 or relevant Shop Establishment Act or Municipal Act Note: 1. Consortium Strictly not Allowed	Copy of Certificate of Incorporation/ Partnership Deed or equivalent, Power of Attorney as per Annexure VIII		

#	Criteria	Supporting document	Submitted (Yes / No)	Proposal page number
6	The Bidder should have experience in undertaking the work related to establishing and maintenance of the specified and related Storages as on date of submission of the RFP response.	Work orders/ completion certificate (as applicable) in the name of the bidder showing work experience Work order should clearly state complete start date of the project and should be signed by the issuing authority.		
7	Bidder should have 'Manufacturer Authorization Form' from ÓEM'	Copy of 'Manufacturer Authorization Form' from ÓEM' in the name of the bidder		

#	Criteria	Supporting document	Submitted (Yes / No)	Proposal page number
8	The Bidder should have positive net worth for last 3 years.	A certificate (on the letter head) from the practicing Chartered Accountant/ Statutory Auditor duly signed & stamped and clearly mentioning the net worth details for the past three financial years (FY 2016-17, 2017-18 and 2018-19) Net worth is defined as “Total assets (excluding the intangible assets such as good will) minus total liabilities of the entity”.		
9	The Bidder must have an average turnover of 25 lakhs on the past 3 financial years i.e. FY 2016-17, 2017-18 and 2018-19	A certificate (on the letter head) from the practicing Chartered Accountant/ Statutory Auditor duly signed & stamped and clearly mentioning the turnover details for the past three financial years (FY 2016-17, 2017-18 and 2018-19)		
10	The Bidder should not have been blacklisted by any State Govt. or Central Govt. department and organization in India or abroad as on date of submission of this bid.	Self-Certification by the single entity, prime bidder and all members of the consortium on their respective letter head duly signed by the authorized signatory mentioning that the Bidder has not been blacklisted by any State Govt. or Central Govt. department and organization in India or abroad as on date of submission of this bid.		
11	Annexure IX	Unconditional acceptance to the RFP		

II. Query submission format

Sr. No	Section	Sub Section	Query

III. Bank Guarantee format for EMD

<<On Rs. 500 Stamp paper>>

To,

Shri. D. K. Sharma
Administrative Officer,
National Film Archive of India (NFAI),
Law College road,
Pune - 411004

Whereas <<Name of the bidder>> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP # <<RFP Number>> dated <<Date>> for <<Name of the assignment>> (hereinafter called "the Bid") to NFAI. Know all Men by these presents that we <<Name of the Bank>> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the NFAI (hereinafter called "the Employer") in the sum of Rs.<<Amount in figures>> (Rupees<<Amount in words>> only) for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<Date>>

The conditions of this obligation are:

- a. If the Bidder having its bid withdrawn during the period of bid validity specified by the Employer in the RFP #; or
- b. If the Bidder, having been notified of the acceptance of its bid by the Employer during the period of validity of bid
 - i. Withdraws his participation from the bid during the period of validity of bid document; or
 - ii. Fails or refuses to participate in the subsequent Tender process after having been short listed;

We undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the RFP #>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

- a. Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees <<Amount in words>> only)
- b. This Bank Guarantee shall be valid upto <<insert date>>)
- c. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

IV. Performance Bank Guarantee

<<On Rs. 500 Stamp paper>>

To,
Administrative Officer,
National Film Archive of India (NFAI),
Law College road,
Pune - 411004

Whereas, <<name of the bidder / prime bidder and address>> (hereinafter called “the bidder”) has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for <<name of the assignment>> to NFAI (hereinafter called “the employer”)

And whereas it has been stipulated by in the said contract that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <Name of Bank> a banking company incorporated and having its head /registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the bidder, up to a total of Rs.<Insert Value> (Rupees <Insert Value in Words> only) and we undertake to pay you, upon your first written demand declaring the bidder to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs.

<Insert Value> (Rupees <Insert Value in Words> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <<Insert Date>>)

Notwithstanding anything contained herein:

- a. Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees <<Amount in words>> only)
- b. This Bank Guarantee shall be valid upto <<insert date>>)

- c. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<*insert date*>>) failing which our liability under the guarantee will automatically cease.

Authorized Signatory of the Bank)

Seal:

Date:

V. Details of the bidder

Sr. No	Particulars	Details
1	Name and address	
2	Incorporation status of the firm (public limited / private limited partnership, LLP, etc.)	
3	Year of establishment	
4	ROC reference number (if applicable)	
5	Name, Address, email, Phone nos. and Mobile Number of Contact Person	
6	List of the Clients	

VI. Project citation format

Relevant projects	
General information	
Name of the project	
Client for which the project was executed	
Name and contact details of the client	
Project details	
Description of the project	
Scope of services	
Service levels being offered	
Technologies used	
Outcomes of the project	
Other details	
Total cost of the project	
Total cost of the services provided by the bidder	
Duration of the project (no. of months, start date, completion date, current status)	

- a. Copy of Work Order
- b. Letter from the client to indicate the successful completion of the projects, if any

VII. Financial Proposal Cover Letter

Date:

Shri. D. K. Sharma
Administrative Officer,
National Film Archive of India (NFAI),
Law College road,
Pune – 411004

Subject: Submission of the Commercial bid for procurement of Extended Warranty of EMC VNXe 3200 and Dell Power Edge R360 Storage for three years.

Dear Sir,

We, the undersigned, offer to provide the services for <<Title of Implementation Services>> in accordance with your Request for Proposal dated <<Date>> and our Proposal (Pre Qualification and Commercial Proposals). Our attached Commercial Proposal is for the per unit sum of <<Rs. , Amount in words and figures>>. This amount is inclusive of the all applicable taxes.

a. PRICE AND VALIDITY

All the prices mentioned in our bid response are in accordance with the terms as specified in the RFP documents. We hereby confirm that our prices include all taxes. We understand that the actual payment would be made as per the existing indirect tax rates during the time of payment.

b. UNIT RATES

We have indicated in the relevant forms enclosed, the unit rates and total amount for the purpose of account of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the contract.

c. COMPLIANCE

We declare that all the services shall be performed strictly in accordance with the bid documents, all of which have been detailed out exhaustively in the following statement, irrespective of whatever has been stated to the contrary anywhere else in our bid.

Further we agree that additional conditions, if any, found in the bid documents, other than those stated in deviation schedule, shall not be given effect to.

d. TENDER PRICING

We further confirm that the prices stated in our bid are in accordance with your Scope of Work included in RFP documents

e. QUALIFYING DATA

We confirm having submitted the information as required by you in your bid document. In case you require any other further information/documentary proof in this regard before evaluation of our bid response, we agree to furnish the same in time to your satisfaction

f. BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in the <Refer Section No. 6>. These prices are indicated Commercial Bid attached with our Tender as part of the Tender.

g. PERFORMANCE BANK GUARANTEE

We hereby declare that in case the contract is awarded .to us, we shall submit the Performance Bank Guarantee (as per Annexure IV) of the RFP document

Our Commercial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal (Date)

We hereby declare that our bid response is made in good faith, without collusion or fraud and the information contained in the bid response is true and correct to the best of our knowledge and belief.

We understand that our bid response is binding on us and that you are not bound to accept bids you receive.

Thanking you,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory: Name of

Firm:_____

Address:_____

VIII. Power of Attorney Letter

On the letter head of authorized representatives

Date: dd/mm/yyyy

To

**Administrative Officer,
National Film Archive of India,
Law College road,
Pune.**

Know by all men by these presents, We _____ (Name of the Agency and address of their registered office) do hereby constitute, appoint and authorize Mr. / Ms.-----
----- (name and residential address of authorized representative who is presently employed with us and holding the position of _____ as our authorized representative, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for the “**Invitation to submit the bids for procurement of Extended Warranty of EMC VNXe 3200 Storage and Dell Power Edge R360 for three years.**”, including signing and submission of all documents and providing information / responses to the NFAI, representing us in all matters before NFAI, and generally dealing with the NFAI in all matters in connection with our Proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said authorized representative pursuant to this Power and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us.

For _ Name:

Designation:

Date:

Time:

Seal:

Business Address:

Accepted,

(Signature) (Name, Title and Address of the authorized representative)

IX. Format of Unconditional Acceptance to the RFP

(To be submitted on the Letterhead of the responding company)

Date: dd/mm/yyyy

To

**Administrative Officer,
National Film Archive of India,
Law College road,
Pune.**

Sub: Unconditional Acceptance to the mentioned RFP

RFP Reference No:

“I/we, the undersigned on behalf of M/s do hereby declare that, I/we accept all the terms and conditions laid down in this RFP document, any such corrigendum shall be deemed to be incorporated by this reference into this RFP. We also undertake that we are willing to bid for this RFP without any conditions apart from those mentioned in the RFP document.

Thanking you,

Yours faithfully,

Signature of Authorized Signatory (with official seal)

Date:

Name:

Designation:

Address:

X. Cover Letter

<< On the letter head of the Prime Bidder >>

Dear

- a. The National Film Archive of India, Ministry of Information and Broadcasting, Government of India (hereinafter called “Employer”) is executing the National Film Heritage Mission, NFHM.
- b. The employer seeks to engage an Organization / Agency to provide services for “Invitation to submit the bids for procurement of Extended Warranty of EMC VNXe 3200 Storage and Dell Power Edge R360 for three years.”
- c. More details of the services are provided in the Scope of Work in this RFP
- d. An Organization / Agency will be selected under the Low cost based and procedures described in this RFP.
- e. We understand that we have to inform in writing to “Administrative Officer, National Film Archive of India, Law College Road, Pune”, upon receipt:
 - i. That we have received the RFP document; and
 - ii. That we will submit the Proposal by the date & time indicated in the RFP

Yours sincerely,

[insert: Signature, name, and title of Client’s representative]

XI. Format of Arbitration Clause –Indigenous Private bidders

- i. All disputes of differences arising out of or in connection with the present contract including the one connected with the validity of the present contract or any part thereof, should be settled by bilateral discussions.
- ii. Any dispute, disagreement of question arising out of or relating to this contract or relating to construction or performance (except as to any matter the decision or determination whereof is provided for by these conditions), which cannot be settled amicably, shall within sixty (60) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to a sole Arbitrator.
- iii. Within (60) days of the receipt of the said notice, an arbitrator shall be nominated in writing by the authority agreed upon by the parties.
- iv. The sole Arbitrator shall have its seal in New Delhi or such other place in India as may be mutually agreed to between the parties.
- v. The arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation Act, 1996 and the award of such Arbitration Tribunal shall be enforceable in Indian Courts only.
- vi. Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator.
- vii. The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

(Note: In the event of the parties deciding to refer the dispute/s for adjudication to an Arbitral Tribunal then one arbitrator each will be appointed by each party and the case will be referred to the Indian Council of Arbitration (ICADR) for nomination of the third arbitrator. The fees of the arbitrator appointed by the parties shall be borne by each party and the fees of the third arbitrator, if appointed, shall be equally shared by the Customer and Contractor.)