

Tender

for

WatchGuard (XTM-1050) Security License Renewal

at

Indian Institute of Technology Jodhpur

NIT No. : IITJ/SPS/IT/2016-17/37
NIT Issue Date : 25 January 2017
Last Date of Submission : 13 February 2017 by 03:00 PM



॥ त्वं ज्ञानमयो विद्वानमयोऽसि ॥

Indian Institute of Technology, Jodhpur
Old Residency Road, Ratanada, Jodhpur – 342011, Rajasthan
Tel-fax: 0291- 2449011, e-mail: sps@iitj.ac.in

Notice Inviting Tender

Indian Institute of Technology (IIT), Jodhpur, Rajasthan (hereinafter referred to as the “Institute”) an Educational Institute of National Importance, invites sealed tenders for supply & installation of the following item at the Institute from the manufacturer or its authorized dealers. You are requested to quote your best offer along with the complete details of specifications, terms & conditions. The tender document can be downloaded from the Institute website at URL Link: <http://www.iitj.ac.in> or from Central Public Procurement Portal link: <http://www.eprocure.gov.in>.

S. No.	Item Description	Quantity
1.	As per Annexure – I	As per Annexure – I

Quotation should be sealed and superscripted with tender number and due date of submission and address to:

**“Officer-in-charge
Office of Stores and Purchase
IIT Jodhpur
Old Residency Road, Ratanada
Jodhpur – 342 011, Rajasthan”**

The sealed quotations should reach the Institute, latest by 13 February 2017 by 03:00 PM and it will be opened on same day at 04:00 PM in the Visitors Room, Administrative Block of the Institute in the presence of the bidder(s) or their authorized representative(s), who will present at the scheduled date and time.

Terms & Conditions:

1. **Earnest Money Deposit:** The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount of Rs.12000 which is refundable and a non-refundable tender fee of Rs.500 by way of demand draft only. The demand drafts shall be drawn in favor of “**Director, IIT Jodhpur**” payable at Jodhpur.

The firm(s) who are registered with the National Small Industries Corporation (NSIC) / or Small Scale Industries (SSI) for the subjected goods are exempted to furnishing the EMD and tender fee. Self-attested photocopy of the valid registration certificate must be enclosed with the technical bid.

The demand drafts for earnest money deposit & tender fee must be enclosed in the envelope containing the bid. Any bid is found without the demand drafts of earnest money deposit and tender fee will be rejected. The Institute will not be liable to pay any interest on such an amount. The earnest money deposit shall be forfeited, if the tenderer withdraws its bid during the period of tender validity.

The earnest money deposit of the tenderer, whose tender has been accepted, will be returned on the submission of the performance security. Earnest money deposit of the successful tenderer shall be forfeited, if it refuses or neglects to execute the order or fails to furnish the required performance security within 90 days of issue of Purchase Order.

After the award of the contract to the successful tenderer, the earnest money deposit of the unsuccessful tenderer(s) will be refunded within 30 days.

2. **Rates:** Rates should be quoted on FOR destination at IIT Jodhpur, Old Residency Road, Ratanada, Jodhpur-342011, Rajasthan on **DOOR Delivery Basis**, inclusive of all the charges, with breaks-ups as Annexure – IV:

- (i) Basic Cost.
- (ii) VAT / CST as applicable.
- (iii) Total Cost (F.O.R at IIT Jodhpur).

Note: Institute is registered with DSIR, Govt. of India (Custom Duty Notification No. 51/96-Custom dt: 23 July, 1996 and Central Excise Duty Notification No. 10/97- Central Excise dt: 1 March, 1997) and is therefore, exempted from Excise Duty and partial exempted from Custom Duty (CD applicable to IIT Jodhpur is 5.15%). Exemption certificate of the same shall be issued.

3. **Validity:** The quoted rates must be valid for period of 90 days from the date of closing of the tender. The overall offer for the assignment and bidder(s) quoted price shall remain unchanged during the period of validity. If the bidder quotes the validity shorter than the required period, the same will be treated as unresponsive and it may be rejected.

In case the tenderer withdraws, modifies or change his offer during the validity period, bid is liable to be rejected and the earnest money deposit shall be forfeited without assigning any reason thereof. The tenderer should also be ready to extend the validity, if required, without changing any terms, conditions etc. of their original tender.

4. **Delivery & Installation:** All the goods ordered should be delivered within 3 weeks from the date of issue of the purchase order. All the aspects of safe delivery, installation, and commissioning shall be the exclusive responsibility of the supplier. If the supplier fails to deliver, installation and commissioning of the goods on or before the stipulated date, then a penalty at the rate of 1% per week of the total order value shall be levied subject to maximum of 10% of the total order value.

5. **Liquidated Damages (LD):** If the supplier would fail to perform the delivery of the equipment and/ or which is not ready to use within stipulated time then penalty at the rate of 1% per week subject to maximum of 10% of the order value will be deducted.
6. **Extension of Delivery & Installation Period:** If the supplier is unable to complete the project / order within the stipulated time, for which the supplier is responsible, then the supplier shall request for the extension of the delivery/installation period before the expiry of delivery/installation period with valid reason for the delay which will be recommended by the Institute, and then it may be extended.

In case the supplier fails to complete the order / project within the stipulated time, Institute reserves the right to cancel the contract / order and to confiscate/forfeit the performance security / EMD.

7. **Payment Term:** 100% payment of the total order value shall be released after the successful activation of the licenses.
8. The License will be valid initially for a period of 1 (one) year which is extendable for next year subject to the successful fulfilment of the License and also at the sole discretion of the Institute.
9. Only manufacturer(s) or their sole authorized distributor / agent are eligible to bid. Authorization letter in the prescribed format (Annexure – II) from Original Equipment Manufacturer (OEM) in favor of authorized Agent to bid / negotiate / conclude the order against this tender, must be enclosed with technical bid.
10. The tenderer should not have been debarred or blacklisted by any Central / State Government Departments of India. An affidavit to that effect on Non-Judicial stamp paper of 10/- duly notarized must be enclosed with the technical bid in prescribed format. The proforma of the affidavit is attached with the tender as Annexure – III.
11. Bidder shall submit a copy of the tender document and addenda thereto, if any, with each page of this document should be signed and stamped to confirm the acceptance of the entire terms & conditions as mentioned in the tender enquiry document.

12. **Force Majeure:**

Any delay due to Force Majeure will not be attributable to the bidder. Force Majeure events shall mean one or more of the following acts or events: Acts of God or events beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, exceptionally adverse weather conditions, lightning, earthquake, cyclone, flood, volcanic eruption or fire or landslide; Radioactive contamination or ionizing radiation; Strikes or boycotts (other than those involving the Supplier or its employees/representatives or attributable to any act or omission of any of them) interrupting supplies and services of the Project for a period exceeding a continuous period of 7 (seven) days; An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo,

riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage which prevents rendering of supplies or specified services by the Supplier for a period exceeding a continuous period of 7 (seven) days.

13. Arbitration and Laws:

In case of any dispute or difference arising out of or in connection with the tender conditions / order and Contract, the Institute and the Supplier will address the dispute / difference for a mutual resolution and failing which, the matter shall be referred for arbitration to a sole Arbitrator to be appointed by the Institute. The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at Jodhpur only. The resolution of the Arbitrator shall be final and binding on both the parties.

14. Jurisdiction:

The courts at Jodhpur alone will have the jurisdiction to try any matter, dispute or reference between parties arising out of this tender / contract. It is specifically agreed that no court outside and other than Jodhpur court shall have jurisdiction in the matter.

15. After due evaluation of the bid(s), the Institute will award the contract to the lowest evaluated responsive tenderer.
16. Conditional bid will be treated as unresponsive and it may be rejected.
17. The Institute reserves the right to accept in part or in full or reject any or more quotation(s) without assigning any reasons or cancel the tendering process and reject all quotations at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder or bidder(s).

Annexure – I

WatchGuard (XTM) License subscription/renewal for the following products:

S. No.	Model Number & Serial Number	Item Description	Duration of license	Quantity
1.	XTM-1050, A0BB02745-C47B	WatchGuard XTM-1050 1-yr Security Suite Renewal/Upgrade	1 Year	1

Annexure – II

FORMAT FOR MANUFACTURER'S AUTHORISATION LETTER TO AGENT (on letter head)

Ref. No.

Date:

To,

The Director

Indian Institute of Technology Jodhpur

Old Residency Road, Ratanada, Jodhpur - 342011.

Sub.: Authorization Letter.

Dear Sir,

We, _____, who are established and reputed manufacturers of _____, having factory at _____, hereby authorize M/s. _____ (name & address of Indian distributor / agent) to bid, negotiate and conclude the order with you for the above goods manufactured by us.

We shall remain responsible for the tender / contract / agreement negotiated by the said M/s. _____, jointly and severally.

We ensure that we would also support / facilitate the M/s _____ on regular basis with technology / product updates for up-gradation / maintains / repairing / servicing of the supplied goods manufactured by us, during the warranty period.

In case duties of the Indian agent / distributor are changed or agent / distributor is changed it shall be obligatory on us to automatically transfer all the duties and obligations to the new Indian Agent failing which we will ipso-facto become liable for all acts of commission or omission on the part of new Indian Agent / distributor.

Yours faithfully,

[Name & Signature]

for and on behalf of M/s. _____ [Name of manufacturer]

Note: This letter of authorisation should be on the letterhead of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer. A copy of notarised power of attorney should also be furnished.

Annexure – III

DECLARATION REGARDING BLACKLISTING/DEBARRING FOR TAKING PART IN TENDER.

(To be executed & attested by Public Notary / Executive Magistrate on Rs.10/- non-judicial Stamp paper by the bidder)

I / We _____ Manufacture / Partner(s) / Authorized Distributor / agent of M/S.
_____ hereby declare that the firm / company namely
M/s. _____ has not been blacklisted or debarred in
the past by Union / State Government or organization from taking part in Government tenders in India.

Or

I / We _____ Manufacture / Partner(s) / Authorized Distributor / agent of M/s.
_____ hereby declare that the Firm/
company namely M/s. _____ was
blacklisted or debarred by Union / State Government or any Organization from taking part in Government
tenders for a period of _____ years w.e.f. _____ to _____. The period is
over on _____ and now the firm / company is entitled to take part in Government tenders.

In case the above information found false I / we are fully aware that the tender/ contract will be
rejected/cancelled by Director, IIT Jodhpur, and EMD / Performance Security shall be forfeited.

In addition to the above Director, IIT Jodhpur will not be responsible to pay the bills for any completed /
partially completed work.

DEPONENT

Name _____

Address _____

Attested:

(Public Notary / Executive Magistrate)

Annexure - IV

Format for Financial Bid

(To be submitted on the letterhead of the company / firm)

Ref. No.

Dated:

S. No.	Description	Amount in INR
1.	Basic Price	
2.	Taxes (as applicable)	
Total Cost		

1. I/We have gone through the entire terms & conditions as stipulated in the tender enquiry document and confirm to accept and abide the same.
2. No other charges would be payable by the Institute.

Authorized signatory of the company with seal

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