



॥ त्वं ज्ञानमयो विज्ञानमयोऽसि ॥

TENDER DOCUMENT
TENDER FOR WatchGuard (XTM-1050)
Security License Renewal
Under
Two bid system



Indian Institute of Technology Jodhpur
NH-65, Nagaur Road, Jodhpur – 342037, Rajasthan
email: sps@iitj.ac.in

Dated: February 20, 2018

Notice Inviting Tender No. : IITJ/SPS/CC/2017-2018/40

Sealed tender invited on behalf of the Indian Institute of Technology (IIT), Jodhpur from the Original Equipment Manufacturer or their authorized dealers for the **Supply & Installation of WatchGuard (XTM-1050) Security License Renewal** in two-bid format for the laboratory of the institute as per the specifications in **Annexure-I** in two bid system. 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: <https://eprocure.gov.in/epublish/app>.

Schedule	
Date of Issue/Publishing	February 20, 2018
Last Date and Time for submission of Bids	March 06, 2018 03:00 PM
Date and Time of Opening of Bids	March 06, 2018 04:00 PM
Tender Fee	Rs. 500/- (For Tender Fee)
EMD	Rs. 15,000/- (For EMD)
No. of Covers	01
Cover heading	The cover containing the quotation should be subscribed as Bid for Supply & Installation of WatchGuard (XTM-1050) Security License Renewal.
Bid Validity days	180 days (From last date of opening of tender)
Address for Communication	The Assistant Registrar (Stores & Purchase), IIT Jodhpur

2. Tender Fees and EMD:

- i. Tender Fees & EMD to be submitted in shape of DD from any commercial bank drawn in favour of the Director, IIT Jodhpur as mentioned against the equipment together with the technical bid, in the absence of which the price bid, if any, will not opened under any circumstances.
- ii. 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.

- iii. The demand drafts for earnest money deposit & tender fee must be enclosed in the envelope containing the technical bid. Any technical 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.
- iv. 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 70 days of issue of Purchase Order.
- v. The EMD shall be refunded to the unsuccessful bidders after finalisation of the quotation. In case of successful bidder it will be paid against performance bank guarantee.

3. Two Bid System :

- i. Technical bid consisting of all technical details along with commercial terms and conditions and EMD; and
- ii. Financial bid indicating item-wise price for the items mentioned in the technical bid.
 - iii. Technical bid and financial bid should be sealed in separate covers duly superscribed and both these sealed covers are to be put in a bigger cover which should also be sealed and duly superscribed as **"Technical Bid for the supply of installation of WatchGuard (XTM-1050) Security License Renewal" due on March 06, 2018, 03:00 PM.** Technical bids shall be opened at the first instance and evaluated by technical committee. At the second stage financial bids of the only technically qualified bidders shall be opened for financial evaluation and ranking before awarding the contract. Mixing price bid with technical bid will disqualify your bid for further evaluation.

4. Submission of tender:

Offers addressed to the 'Assistant Registrar (S&P), IIT Jodhpur' and valid for 180 days (From last date of opening of tender) should reach the **Office of Assistant Registrar (S&P), IIT Jodhpur, NH-65, Nagaur Road'** on or before the last date and time. Tenders received late shall not be considered.

5. Bidding:

- i. Either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid.
- ii. If an agent submits bid on behalf of a Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.
- iii. All offers other than those from the Principal/OEM should be supported by an authority letter from the manufacturer authorizing the supplier to tender on their behalf. In case of manufacturer a certificate or a copy thereof to the effect that

the bidder is a manufacturer of the equipment must be accompanied with the technical bid prepared as per '**Annexure-II**'.

6. Opening of Bids:

Technical bids will be opened as per the schedule in the presence of bidders or their authorized representatives whosoever may wish to attend. In case the due date of receipt/opening of the quotation/s (technical/price) is declared a holiday in the Institute, then, the due date of receipt/opening of the quotations shall be the next working day at the same time.

7. Rejection of Bids: Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected. Non-compliance of applicable General Information as well as compliance of Technical Specification in **Annexure-I** and Compliance Sheet in **Annexure-V** will disqualify your Bid.

8. Bids of debarred/blacklisted firms will not be considered for evaluation. The firms must submit the declaration in format in **Annexure-III**.

9. Price Bid:

Price bid should be prepared as per '**Annexure-IV**'.

10. Rates Comparison:

Bidders are requested to send their rates (inclusive of transportation, loading, unloading, GST etc, nothing extra will be paid and free delivery and installation) on FOR, IIT Jodhpur, Karwad, NH 65, Nagaur Road basis in case of indigenous items and on FOB/FCA basis in case of imported items with separately mentioning CIF/CIP charges. Rates comparison will be made on Net Price (Including Freight/Insurance/Installation/Taxes/Duties etc.) if offers are received both for indigenous and import items. If offers are received only for import items then comparison will be made on FOB/FCA basis. Rates of available foreign currency will be taken from RBI website as on the opening of the technical bids for the purpose of conversion in Indian rupees.

The Institute is exempted on GST under notification 47/2017. The Institute will supply GST exemption declaration on the request of the supplier.

11. Spares:

The spare parts/wear & tear consumables, if any, required for trouble free operation of equipment to be quoted separately giving the full nomenclature, rate, quantity and shelf life of each item.

12. Indigenous items:

The items which can/are to be provided indigenously may be listed separately.

13. Parts of Equipments:

Where the equipment is composed of several subunits/components, the rate should be quoted for each subunit/component. The Institute reserves the right to increase or decrease the number of subunits/ components and number of equipment according to

its requirements. The rates in ambiguous terms will render the quotation liable to rejection. The words “Not quoting” should be clearly written against any item of equipment for which the tenderer is not quoting.

14. Award of Contract:

After due evaluation of the financial bid(s), the Institute will award the order to the lowest evaluated responsive tenderer (hereinafter referred to as the “Supplier”). *If required order may be placed for the less quantity.*

16. Payment Terms:

NEFT/Cheque/Demand Draft: 100% payment of the total order value shall be released after the successful activated of the licenses. The supplier must submit the subscription certificate (e-paper).

17. Delivery & Installation:

- i. All the license shall be delivered and installed at Permanent Campus of the Institute, Karwad (NH-65), Nagaur Road, Jodhpur, within **4 weeks** from the date of issue of the purchase order/ date of opening of Letter of Credit. All the aspects of safe delivery and commissioning shall be the exclusive responsibility of the supplier. If the supplier fails to deliver 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. The delivery must be completed within this specified period. The Purchase Order/Supply Order/ Import Order is liable to be cancelled, if no extension for delivery period is sought before the expiry of delivery period or suitable penalty will be impounded. Delivery should be done after intimation by the Institute. The supplier must be furnish subscription certificate issued from the OEM.
- ii. **Satisfactory Installation:** Satisfactory installation / commissioning and handing over of the equipment mean the faultless functioning of the equipment for a minimum period of 30 days after satisfactory installation.
- iii. **Extension of Delivery & Installation Period:** If the supplier would unable to complete the project / order within the stipulated time, for which the supplier is responsible, it is required to request for the extension of the delivery period, it may be extended with the imposing of the liquidated damages.

In case the supplier would fail to complete the order within the stipulated time, Institute reserves the right to cancel the contract / order and performance security / EMD may be forfeited.

20. Merger / Acquisition of Foreign Principal:

In case of merger of Foreign Principal with another Firm or acquisition of Foreign Principal by another firm, it shall be obligatory for the New Entity so formed after the merger of the Acquiring Firm, as the case may be, to take over all the duties and obligations / liabilities of the Foreign Principal and the New Entity / Acquiring Firm would *ipso facto* become liable for all acts of commission or omission on the part of

original Foreign Principal as well as Indian Agent.

21. Change of Indian Agent:

In case the Foreign Principal changes in Indian Agent then it shall be obligatory for Foreign Principal to automatically transfers all the duties and obligations to the New Indian Agent, failing which the Foreign Principal would *ipso facto* become liable for all acts of commission or omission on the part of New Indian Agent.

22. Guarantee / Warranty:

- i. one year warranty has to be provided by the firm from the date of the satisfactory installation / commissioning of equipment against the defect of any manufacturing, workmanship and poor quality of components. In case, there is any variation in the warranty as per the specification of the item equipment, the warranty as specified in the specifications shall be final.
- ii. In case, supplier fails to repair / or rectify the license during the warranty / guarantee period, Institute may employ or pay other person/company for repairing the equipment, and all such damages, loss and expenses shall be recovered from the supplier.

23. Country of origin:

Country of origin of the quoted item should be mentioned in the offer in case of imported item.

25. Service Facility:

Bidder should mention about the service set up in India and how capable they are to provide after sales services.

26. Banker's details:

Name and address of the banker of your company should be mentioned.

27. Reference of supply:

Name and contact details of the premier educational Institutes where the quoted equipment has been installed in India should be enclosed. Copies of at least two purchase orders may be attached (If possible). IIT Jodhpur reserves the right to inspect the equipment for its actual performance in any of the listed Institute.

28. Undertaking from the Bidders:

An undertaking will be submitted by the Bidder/firm/company/vendor that in the past they have never been banned/debarred for doing business dealings with Ministry of Defence/Govt. of India/ any other Govt. organisation and that there is no enquiry going on by CBI/ED/any other Govt. agency against them.

29. Acceptance of Terms & Conditions:

Bidders must confirm the acceptance of all the terms and conditions of this NIQ. Any non-acceptance or deviations from the terms and conditions must be clearly

mentioned. However, tenderers must note carefully that any conditional offer or any deviation from the terms and conditions of this NIQ may render the quotation liable for rejection. IITJ does not bind itself to accept the lowest of any tender and reserves the right to reject any or all tenders without assigning any reason.

Note: The Director, IIT Jodhpur reserves the right to accept/reject any or all tenders without assigning any reasons thereof and also to reject.

32. 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.

33. 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.

TECHNICAL SPECIFICATION COMPLIANCE

Note: Supplier MUST provide the model number of their product in the cover letter which complies with the tender specifications and an original printed manual of the same shall be submitted with the bid. Bidders should highlight the features in the printed manual using color text liner/manually mark which complies with the tendered specifications. Vendors are strongly advised not to submit any other manual in their bid. The following compliance sheet to be filled-up correctly and completely. Otherwise, it may lead to cancellation of their bid without any communication from IIT Jodhpur.

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

S. No.	Model Number & Serial Number	Item Description	Duration of license	Qty.	Technical Compliance (Yes/ No)
1.	XTM-1050, AoBB02745-C47B	WatchGuard XTM-1050 1-year Security License Renewal/Upgrade	1 Year	1	

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

Ref. No.

Date:

To,
The Director
Indian Institute of Technology Jodhpur
NH-65, Nagour Road, Karwad, Jodhpur-342037

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.

FORMAT FOR NON BLACKLISTING OF SUPPLIER

I/ We _____Manufacturer/partner/Authorized Distributor/Agent (strike out which is not applicable) of (Supplier) _____do hereby declare and solemnly affirm that the individual/firm/company is not black-listed by the Union/State Government/Autonomous body.

Deponent

Address _____

I/ We hereby solemnly declare and affirm that the above declaration is true and correct to the best of my knowledge and belief. No part of it is false and nothing has been concealed.

Deponent

Dated: _____

(Note: To be furnished on non-judicial stamp paper duly attested by the Oath Commissioner.)

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	GST %	GST Amount	Total Price
1.	Basic Price of First Year				
2.	Basic Price of Second Year				
3.	Basic Price of Third Year				
Total					
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

INDIAN INSTITUTE OF TECHNOLOGY JODHPUR, KARWAD (RAJASTHAN)
COMPLIANCE SHEET

IMPORTANTNOTE

THIS STATEMENT SHOULD BE DULY FILLED AND ENCLOSED WITH QUOTATION. NONRECEIPT OF THIS STATEMENT OR INCOMPLETE DETAILS PROVIDED WILL LEAD TO REJECTION OF TENDER

Tender Enquiry No:

S. No.	Commercial Aspects	IITJ Terms	Response of the Vendor
1.	Terms of Delivery	FOR IIT Jodhpur, Karwad	
2.	Terms of Payment	NEFT/Cheque/Demand Draft: 100% payment of the total order value shall be released after the successful activated of the licenses.	
3.	Mode of Payment	RTGS/NEFT	
4.	Bank Details for making Payment	To be closed	
5.	Validity of Quote	180 days from the date of opening of Tender	
6.	Name of Manufacturer	Name & complete address of the Manufacturer	
7.	Currency in which quoted	INR	
8.	Delivery Period	4 weeks from effective date of Contract	
9.	No. of Lots	01 lot	
10.	Installation/Supply	IIT Jodhpur, Karwad	
11.	Earnest Money Deposit	Rs. 15,000/- (Please see para 1 for complete details)	
12.	Liquidated damages (mandatory requirement, if not accepted quotation will not be considered)	(1% of per week maximum upto 10% of the contract value excluding taxes for the delayed period)	
13.	Order to be placed on	complete address with contact 14.details of the supplier	
14.	Customs Duty Percentage Applicable and requirement of Customs Duty Exemption Certificate (CDEC).	Percentage of Customs Duty Applicable to be specified even if CDEC is to be issued by DRL (under Customs notification No.51/96 wherever applicable). No third party CDEC will be Provided	
15.	Applicable GST as per Govt. rules	GST % should be mentioned separately	
16.	Performance cum Warranty Bond	(10 % of the order value) As per tender	
17.	Name & Address of the Firm:		
18.	Compliance(choose any one)	We hereby accept all the terms & conditions of the tender. Or We hereby accept all the terms & conditions of the tender except the one mentioned in separate sheet.(mention the non- compliance conditions in separate sheet) <u>All pages of the tender document must be signed in original and submit along with technical bid failing which bid may be cancelled.</u>	
19.	Signature & Name of the authorised signatory with stamp of the firm:		