



॥ त्वं ज्ञानमयो विज्ञानमयोऽसि ॥

TENDER DOCUMENT

TENDER FOR AMC

OF

Fujitsu Servers and Workstations



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

Dated: February 20, 2018

Open Tender Notice No. : IITJ/SPS/CSE/2017-2018/41

Sealed tender invited on behalf of the Indian Institute of Technology (IIT), Jodhpur from the Original Equipment Manufacturer or their authorized dealers for the purchase of **AMC of Fujitsu Servers and Workstations** in the format for the institute as per the specifications in **Annexure-I**. 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>.

1. 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) |
| In favour of | Director, IIT Jodhpur |
| No. of Covers | 01 |
| Cover heading | The cover containing the quotation should be subscribed as Bid for Purchase of AMC of Fujitsu Servers and Workstations |
| Bid Validity days | 180 days (From last date of opening of tender) |
| Address for Communication | The Assistant Registrar (Stores & Purchase), IIT Jodhpur |
| Place of Tender opening: | IIT Jodhpur, Karwad, NH 65, Nagaur Road, Pin-342037 in the presence of the bidder(s) or their authorized representative(s), who will present at the scheduled date and time. |

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 be opened under any circumstances.
- ii. No interest on EMD and security will be paid by the institute to the tenderer.

- iii. 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.
- iv. The firms who are registered with National Small Industries Corporation (NSIC) / or Small Scale Industrial (SSI) are exempted to furnishing the EMD and tender fee.

3. 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 Karwar 342037' on or before the last date and time. Tenders received late shall not be considered.

4. 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 – I**'.

5. Opening of Bids:

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.

- 6. 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-VII** will disqualify your Bid.

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

- 8. Rates:** Rates should be quoted in Indian Rupees (INR) on FOR destination at IIT Jodhpur, Karwad, NH 65, Nagaur Road, Pin-342037, inclusive of all the charges, with breakups as per attached **Annexure VII**.

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

9. **Validity:** The quoted rates must be valid for period of 180 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.
10. **Delivery:** AMC should be renewed within 4 weeks from the date of issue of the purchase order. If the supplier fails to renew of the licenses 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 supplier must furnish the subscription certificate for the renewal license.
11. **Taxes & duties:**
- i. **General** – As per applicable Government rules for GST
 - ii. **Customs Duty:**
 - The successful bidder would be issued a Customs Duty Exemption Certificate (CDEC) under the notification 51/96 (direct import) at the time of import clearance for the goods being imported against the Contract. Bidder would be required to submit a copy of their order to principal along with principal's acceptance, proforma invoice and Air Waybill copy of the Consignment as soon as it generated from the suppliers end and sent to the office of Stores & Purchase through email at sps@iitj.ac.in for issuance of CDEC.
 - Subsequent to Ministry of Finance notification no. 14/2016 dated 1st Mar 2016, the custom duty will be leviable in case of 3rd party import. Hence, **no Custom duty exemption certificate will be provided for 3rd party import.** Therefore, the vendor is requested to indicate separately the approximate amount of customs duty for stores being imported. Custom duty will be paid at actuals against proof of payment and bill of entry.
 - 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. After GST Notification 2017 benefit of 51/96-Cus has been covered under 43/2017- Custom (Tariff) and the treatment of such imports is the same as earlier (BCD - 5%, IGST - exempted).
12. **Banker's details:**
Name and address of the banker of your company should be mentioned.
13. **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).
14. **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.

15. 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. Performance Security:

After the award of work, the supplier shall be required to submit the performance security in the form of irrevocable bank guarantee in the prescribed format (**Annexure-IV**) issued by any Nationalised/ Scheduled Bank / or Fixed Deposit Receipt, for an amount equal to the 10% of order value, within 60 days of issue of Purchase Order and **it will be kept valid for a period of 60 days beyond the date of completion of warranty period. Warranty Period will be commenced from the date of the installation of the supplied item. Hence, be careful at the time of calculation of the validity date of Performance Bank Guarantee.**

17. Payment Terms:

- Half yearly advance payment after the submission of service agreement, AMC **contract number, and 10% of bank guarantee.**
- The supplier shall be required to submit the performance security in the form of irrevocable bank guarantee in the prescribed format (Annexure-IV) issued by any Nationalised Bank / or Fixed Deposit Receipt, for an amount equal to the 10% of AMC order value.

18. The bidder must enclose a certificate from the parent company as being an authorized dealer / distributor of the quoted products. The bid received without such valid authorization certificates shall be rejected.

19. The AMC will be valid initially for a period of 1 (one) year which is extendable for next 3 years subject to the successful fulfilment of the AMC and also at the sole discretion of the institute.

20. The call should be attended within 24 hours of lodging the complaint. Other terms condition as per attached (**Annexure -III**)

21. 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.

22. Applicable Law:

- The contract shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time

to time concerning such Commercial dealings / processing.

- Any disputes are subject to exclusive jurisdiction of Competent Court and Forum in Jodhpur, Rajasthan, India only.
 - 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. The decision of the Arbitrator shall be final and binding on both the parties.
 - Force Majeure: Any delay due to Force Majeure will not be attributable to the supplier.
23. After due evaluation of the bid(s), the Institute will award the contract to the lowest evaluated responsive tenderer.
24. Conditional bid will be treated as unresponsive and it may be rejected.
25. 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

For Technical Hardware Descriptions

| SL. No | Model | Qty. | Unit Serial No. | Technical Compliance (Y/N) |
|---------------|---|-------------|------------------------|-----------------------------------|
| 1 | Server: FUJITSU PRIMERGY RX 600 S6 with E-7-8837 Processor | 4 | YLCE005346 | |
| | | | YLCE005354 | |
| | | | YLCE005355 | |
| | | | YLCE005356 | |
| 2 | Workstation: FUJITSU CELSIUS R920 Power | 2 | YLFN001660 | |
| | | | YLFN001661 | |

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

CERTIFICATE OF AMC (on letter head)

I / We certify that the AMC shall be given for a period of one (01) year starting from the date of the satisfactory commissioning and handing over of the all service agreement and AMC extension letter. During the AMC period, I / we shall provide the “service” and the replacement of defective / or any part(s) of the equipment or rectification of defects of work of the equipment will be free of cost. The replacement of the parts shall be arranged by us, at our own cost and responsibility. We undertake that the above AMC shall begin only from the date of handing over of the documents.

During the AMC period, we shall provide at least **1 preventive maintenance visit per month.**

Uptime Guarantee: During the AMC period, we will be responsible to maintain the equipment including all the accessories in the satisfactory faultless working conditions for a period 347 days (i.e. 95% uptime) in a block of 365 days.

- All complaints will be attended by us within next working day of receipt of the complaint in our office.
- In case there is delay of more than 24 hours in attending the complaint from our side, then the Institute will count the number of days in excess of the permissible response time in the downtime. The above said response time of next day for attending to a complaint by us will not be counted in the downtime.
- Penalty: We shall pay a penalty equivalent to 5% of the order value of the AMC for every week or part there of delay in rectifying the defect.

No deduction or advantage of any kind on account of Sundays, half days or Public / Govt. holidays observed by the Institute shall be allowed from the total down time permissible as defined above. The right to accept the reason(s) for delay and consider reduction or waive off the penalty for the same shall be at the sole discretion of the Institute.

I / We shall try to repair the equipment at Institute premises. However, in case it is not possible to repair the equipment at Institute premises, we will take out the equipment to our site on our own expenses. We shall take the entire responsibility for the safe custody and transportation of the equipment taken out for repairs till the equipment is rehabilitated to the Institute after repair. If any loss of equipment occurred during our custody, we will restore it / compensate to Institute for such losses.

I / We guarantee that in case we fail to carry out the maintenance work within the stipulated period, the Institute reserves the right to get the maintenance work carried out at our risk, cost and responsibility after informing us. All the expenses including excess payment for repairs / maintenance shall be adjusted against the Performance Bank Guarantee. In case the expenses exceed the amount of the Performance Bank Guarantee, the same shall be recoverable from us with / without interest in accordance with the circumstances.

I / We undertake to perform calibration after every major repair / breakdown / taking the equipment out for repair from the Institute premises.

I / We guarantee that we will supply spare parts, if and when required on agreed basis for an agreed price. The agreed basis could be an agreed discount on the published catalogue price.

I / We guarantee to the effect that before going out of production of the spare parts, we will give the adequate advance notice to Institute so that Institute may undertake to procure the balance of the life time requirements of the spare parts.

Authorized signatory of the company with seal

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

The Director
Indian Institute of Technology Jodhpur,
Jodhpur (India) 342011.

WHEREAS..... (Name and address of the Supplier) (herein after called “the Supplier”) has undertaken, in pursuance of contract no..... dated (herein after called “the contract”) to supply

AND WHEREAS it has been stipulated by you in the said contract that the Supplier shall furnish you with a bank guarantee by a scheduled/nationalized bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with and due performance of the contract;

AND WHEREAS we 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 Supplier, up to a total of(amount of the guarantee in words and figures), and we hereby irrevocably and absolutely undertake to pay you immediately, upon your first written demand declaring the Supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of(amount of guarantee) 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 Supplier 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 Supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

The Bank guarantee shall be interpreted in accordance with the laws of India. The Guarantor Bank represents that this Bank Guarantee has been established in such form and with such

content that is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

The Bank Guarantee shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank or the Supplier. The Bank further undertakes not to revoke this Guarantee during its currency except with the previous express consent of the Buyer in writing.

The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for an on behalf of the Bank.

This guarantee shall be valid up to and including the day of, 20.....

.....
(Signature with date of the authorised officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch

FORMAT FOR THE SUBMISSION OF RATES – PRICE BID

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

Date: 08/02/2018

Ref. No.

Dated:

| S. No. | Description | Amount in INR | GST % | GST Amount | Total Price |
|-------------------|----------------------------|---------------|-------|------------|-------------|
| 1. | Basic Price of Frist 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.

Signature & Seal of the Tenderer

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.)

| 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 | Half yearly advance payment, after the submission of service agreement, AMC contract number, and 10% of bank guarantee | |
| 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 | 04 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 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) | <p>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)</p> <p>All pages of the tender document must be signed in original and submit along with technical bid failing which bid may be cancelled.</p> | |
| 19. | Signature &Name of the authorised signatory with stamp of the firm: | | |