

Tender

for

**Supply & Installation of Workstation**

at

Indian Institute of Technology Jodhpur

NIT No. : IITJ/SPS/CHM/2016-17/45

NIT Issue Date : 21 February 2017

Last Date of Submission : 09 March 2017 by 3:00 PM



॥ त्वं ज्ञानमयो विज्ञानमयोऽसि ॥

Indian Institute of Technology Jodhpur  
Old Residency Road, Ratanada, Jodhpur – 342011, Rajasthan  
Telefax: 0291- 2449011, email: 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 tender(s) for “Supply and Installation of Workstation” at the Institute as per the specification given in the schedule attached with the tender as 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: <http://www.eprocure.gov.in>.

The tenderer shall be required to submit the Earnest Money Deposit (EMD) for an amount of Rs.5,000/- (Rupees Five Thousand only) which is refundable and a non-refundable tender fee for an amount of Rs.200/- (Rupees Two Hundred only) by way of demand drafts only. The demand drafts shall be drawn in favour of “Director, IIT Jodhpur” payable at Jodhpur. The demand drafts for earnest money deposit & tender fee must be enclosed in the envelope containing the bid.

Offer in the bid should be written in English and price should be written in both figures and words. The offer should be typed or written in ink pen or ball pen. Use of pencil will be ignored. All the pages of the Bid shall be page numbered and all the relevant supporting documents as required must be enclosed.

Envelope of bid to be sealed and superscribed with tender number, due date of submission and addressed to:

“Officer-in-charge  
Office of Stores & Purchase  
Indian Institute of Technology Jodhpur  
Old Residency Road, Ratanada  
Jodhpur – 342011, Rajasthan”

Sealed tender should reach the Institute, latest by March 09, 2017 by 03:00 PM. Tender(s) received beyond the last date of submission will be rejected. No tender will be entertained by E-mail or FAX.

At any time prior to the deadline of submission of bid, Institute for any reason, whether at its own initiative or in response of a clarification requested by a prospective tenderer, modify the tender by amendment and it will be published on the website.

Bid(s) will be opened on March 09, 2017 at 04:15 PM in the Conference Hall, Administrative Block of the Institute in the presence of the tenderer(s) or their authorized representative(s), who are present at the scheduled date and time.

In the event of the due date of receipt and opening of the tender being declared as a holiday for the Institute, then due date of receipt / opening of the tender will be the next working day at the same time.

The tenderer are requested to read the tender document carefully and ensure to compliance with all the instructions herein. Non-compliance of the instructions contained in this document may disqualify the tenderer from the tendering exercise.

The Institute reserves the right to select certain items in single or multiple units and reject the others or all as mentioned in the schedule and to revise or alter the specifications before acceptance of any tender and accept or reject any or all tenders, wholly or partly or close the tender without assigning any reason whatsoever.

## **INSTRUCTIONS TO TENDERER**

### **1. Earnest Money Deposit (EMD):**

The tenderer shall be required to submit the Earnest Money Deposit (EMD) for an amount of Rs.5,000/- (Rupees Five Thousand only) which is refundable and a non-refundable tender fee for an amount of Rs.200/- (Rupees Two Hundred only) by way of demand drafts only. The demand drafts shall be drawn in favour 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 60 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. **Validity:** Quoted rates must be valid for a period of 90 days from the date of the closing of the tender. The overall offer for the assignment and tenderer quoted price shall remain unchanged during the period of validity. If the tenderer 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 changes his offer during the validity period, the tender is liable to be rejected and the earnest money deposited 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.

3. **Delivery & Installation:** All the goods ordered shall be delivered within 05 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.

**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.

**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.

**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.

4. **Guarantee / Warranty:** Tender must be quoted with three (03) years warranty on site and it will commence from the date of the satisfactory installation / commissioning of equipment against the defect of any manufacturing, workmanship and poor quality of components.

In case, supplier fails to repair / or rectify the equipment 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.

5. **Training of Personnel:**

The supplier shall provide the technical training to the personnel involved in the use of the equipment at the Institute premises, immediately after completing the installation of the equipment at the company cost.

## **6. Tender Preparation Expenses:**

All costs incurred by the tenderer in the preparation of the tender, presentation and negotiating the contract including the site visits etc. will be borne by the tenderer themselves and in no case will be reimbursable by the Institute.

## **7. Rates:**

The rates should be quoted inclusive of the essential charges on FOR at destination site basis in the prescribed format (Annexure – III) with complete description. Name of the manufacturer, model number must be indicated clearly in the proforma invoice / quotation, failing which the same shall be liable for rejection.

Where the equipment is composed of several subunits / component, the rate should be quoted for each subunit / component separately otherwise quotation is liable to be rejected. The words “Not Quoting” should be clearly written against any item of equipment for which the tenderer is not quoting.

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.

NB: If any of the conditions mentioned in the tender enquiry document are alter / changed / modified / add any new condition, which are not compliance with tender enquiry document, by tenderer in their proposal, which may be treated as unresponsive and it may be rejected.

## **8. Tender Evaluation:**

The Institute will evaluate the entire tenders, strictly on the basis of the terms & conditions incorporated in the tender enquiry document and terms, conditions etc. as stipulated by the tenderer(s) in their tender to determine whether these comply in all respects, as specified in the tender enquiry document.

During the evaluation / scrutiny of the tenders, at any stage, if it is found that any of the tenderer(s) terms and conditions are not in compliance with tender enquiry document, Institute may seek the clarification within the specified time and if the tenderer fails to reply / or do not agree / accept the terms and conditions, their tender will be treated as unresponsive and it is liable for rejection.

If the schedule of requirements contains more than one schedule, then offers for each schedule are to be evaluated and ranked separately, if it is in the benefit of the Institute, order may be awarded accordingly.

Evaluation of the proposals shall be done in two stages as:

**(a) Stage – I (Technical Evaluation):** Technical evaluation of the proposals shall be done as:

- Institute will examine all the bid(s) to determine whether tenderer has submitted the EMD & Tender fee with bid, whether all the documents as mentioned / or required in the tender to be submitted with bid, has submitted, whether all the documents are in prescribed format and has been properly signed & stamped and whether the bid are completed and generally in order.
- The Institute will examine the detailed technical specification of the quoted model, whether these are complying with the specification as mentioned in tender document.
- The tender which are not compliance with the tender specifications will be summarily rejected.

After the evaluation of technical specifications, a list of the tenderer(s) who qualify the technical specifications shall be made.

**(b) Stage – II (Financial Evaluation):** Financial evaluation of the only technically qualified tenderer(s) will be done.

The rates will be evaluated on the basis of the cost of the item with its all taxes, freight, and other charges, as quoted. If there is discrepancy between the unit price and total price (which is obtained by the multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly and same is to be conveyed to the tenderer with specified target time, if the tenderer does not agree with the observation of the Institute, the tender is liable to be ignored.

#### 9. **Award of Contract:**

After due evaluation of the bid(s), the Institute will award the order to the lowest evaluated responsive tenderer (hereinafter referred to as the “Supplier”).

#### 10. **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-II) issued by any Nationalised/Scheduled Bank / or Fixed Deposit Receipt, for an amount equal to the 10% of order value 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.**

#### 11. **(I) Payment Terms for Indigenous Order :**

- (i) 90% payment of the total order value will be released against receipt of the goods and successful installation and inspection at the Institute premises.
- (ii) Balance 10% of the order value shall be released after the submission of the performance security.

**(II) Payment Terms for Import Order:**

**Option 1:** Payment will be made through irrevocable Letter of Credit (LC). Letter of Credit will be established in favour of firm to which order to be placed, after the submission of Performance Security. The firm shall furnish the Performance security Deposit for 10% of the order value in the form of Bank Guarantee in the prescribed format issued from any of Nationalized / Scheduled Bank of India for Satisfactory Performance of the contract. The bank Guarantee shall be valid for a period of 60 days beyond the date of completion of warranty period.

- a) Letter of Credit will be established on 100% of the ordered value. 80% (Eighty Percent) of the ordered value shall be paid of shipment of the equipment, on the submission of the following original documents through bank:

Following documents are required for 80% payments:

- i) Airway Bill in Original. HAWB is acceptable.
  - ii) Signed commercial invoice in duplicate for claiming 80% payment.
  - iii) Certificate of Country of Origin.
  - iv) Packing list in duplicate.
  - v) Provide the manufacture's guarantee certificate and in-house inspection certificate.
- b) Balance 20% (Twenty Percent) of the ordered value shall be released after satisfactory installation / or commissioning and handing over of the equipment, on the submission of installation report duly certified by the Institute, through Bank.

Following documents are required for 20% payments:

- i) Signed commercial invoice for claiming 20% payment.
- ii) Acceptance certificate by purchaser.

- c) All the bank charges within India will be borne by the Institute and outside India will be borne by the supplier.

**Option 2:** 100% payment will be made after receiving the material and submission of Bill of Entry, Airway Bill, Invoice, and submission of Performance Security. The firm shall furnish the Performance security Deposit for 10% of the order value in the form of Bank Guarantee in the prescribed format issued from any of Nationalized / Scheduled Bank of India for Satisfactory Performance of the contract. The bank Guarantee shall be valid till expiry of the Warranty period with provision for claim period of two (02) months means warranty period + 60 days.

## **12. Site Preparation:**

The supplier shall inform to the Institute about the site preparation, if any, needed for the installation of equipment, immediately after the receipt of the purchase order. The supplier must provide complete details regarding space and all the other infrastructural requirements needed for the equipment, which the Institute should arrange before the arrival of the equipment to ensure its timely installation and smooth operation thereafter.

The supplier shall visit the Institute and see the site whether the equipment is to be installed and may offer his advice and render assistance to the Institute in the preparation of the site and other pre-installation requirements.

## **13. 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.

## **14. 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.



#### **15. 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.

#### **16. 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.

#### **17. 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.

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# Annexure – I

## Workstation; Qty.01 No.

### Technical Specifications:

1.	Intel Xeon E5-2650 processor
2	16 GB DDR 4 (max.: 1 TB)
3	500 GB SATA
4	Raid Controller
5	18.5" LED Monitor
6	DVD Writer
7	Gigabit Port
8	Keyboard, Mouse
9	Ubuntu Operating System

# Annexure-II

## BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

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

WHEREAS..... (Name and address of the Supplier) (hereinafter called “the Supplier”) has undertaken, in pursuance of contract no..... dated ..... (hereinafter 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 recognised 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

## **Annexure - III**

### **Format for Rates**

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

Ref. No.

Dated:

S. No.	Description	Qty.	Unit Rate	Total Amount
1.	Basic Price of Workstation			
2.	Other charges (if any, specify in brief)			
3.	VAT / CST (As applicable)			
Total				

**Signature & Seal of the Tenderer**

**Note:**

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**