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**Indian Institute of Technology Jodhpur**

**OPEN TENDER FOR E-PROCUREMENT OF  
10G SFP+ dual-port FCoE PCI Card AND 10GBase-T- transceiver**

**Bids to be submitted online**

**For**

**(Technical and Financial bid as per schedule of requirement)**

**NIT No: IITJ/SPS/2018-2019/7 dated 10 July 2018**

**Office of Stores & Purchase  
IIT Jodhpur, Institute Building (East),  
NH-65, Nagaur Road, Karwar,  
Jodhpur-342037, Rajasthan  
Phone: 0291 2801 101, Email: [sps@iitj.ac.in](mailto:sps@iitj.ac.in)**

## **SCHEDULE**

Name of Organization	Indian Institute of Technology Jodhpur
Open Tender Notice No. (NIT)	<b>IITJ/SPS/2018-2019/7</b> dated 10 July 2018
Tender Type (Open/Limited/EOI/Auction/Single)	Open
Tender Category (Services/Goods)	Goods
Type/Form of Contract (Supply/ Auction/ Service/ Buy/ Empanelment/ Sell)	Supply
Is Multi Currency Allowed	No (INR)
Date of Issue/Publishing	10/07/18 (18:00 Hrs)
Document Download/Sale Start Date	10/07/18 (18:00 Hrs)
Document Download/Sale End Date	01/08/18 (15:00 Hrs)
Last Date and Time for Uploading of Bids	01/08/18 (15:00 Hrs)
Date and Time of Opening of Technical Bids	02/08/18 (15:00 Hrs)
Tender Fee	<b>Rs.500/- (For Tender Fee)</b>
EMD	<b>Rs.10,000/- (For EMD)</b>
No. of Covers (1/2/3/4)	02
Bid Validity days (180/120/90/60/30)	180 days (From last date of opening of tender)
Address for Communication	Office of Stores & Purchase, Institute Building (East), IIT Jodhpur, NH-65, Nagaur Road, Karwar, Jodhpur-342037, Rajasthan
Contact No.	0291-2801 101
Email Address for Correspondence	<a href="mailto:sps@iitj.ac.in">sps@iitj.ac.in</a>

Indian Institute of Technology Jodhpur invites online Bids for supply of “**10G SFP+ dual-port FCoE PCI Card AND 10GBase-T- transceiver**” as per specifications given in the **Annexure-I** to the Tender form. All offers should be made in English and should be written in both figures and words. Tender forms can be downloaded from the CPP Portal (<http://eprocure.gov.in/eprocure/app>) & Institute website <http://www.iitj.ac.in/tenders/index.php?id=equipment>. The bidders are requested to read the tender document carefully and ensure compliance with all specifications/instructions herein. Non-compliance with specifications/instructions in this document may disqualify the bidders from the tender exercise. The Director, IIT Jodhpur reserves the right to select the item (in single or multiple units) or to reject any quotation wholly or partly without assigning any reason. Incomplete tenders, amendments and additions to tender after opening or late tenders are liable to be ignored and rejected.

**1. Pre-qualification criteria for intending bidders:**

- 1.1. 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.
- 1.2. **The OEM should have adequate documented experience in setting up installations of 10G SFP+ dual-port FCoE PCI Card AND 10GBase-T- transceiver. Copy of Purchase order must be attached with technical bid.**
- 1.3. The tenderer shall be required to submit the Earnest Money Deposit (EMD) for an amount of Rs 10,000 (Rupees Ten Thousand Only) which is refundable and a non-refundable tender fee for an amount of Rs. 500/- (Rupees Five Hundred Only) by way of demand drafts only. The demand drafts shall be drawn in favor of “Director, IIT Jodhpur” payable at Jodhpur. The demand drafts for Earnest Money Deposit & tender fee must be enclosed in the envelope containing the technical bid.
- 1.4. Financial statements with net profit duly audited/certified by Chartered Accountant (CA) of the last three financial years along with the copies of Income Tax Return (ITR) must be enclosed with the technical bid.
- 1.5. Signed & stamped compliance sheet of the technical specification of the goods with technical printed literature along with Bill of Material (BoM) mentioning all the terms & conditions clearly, must be enclosed with the technical bid (**Annexure-VIII**).
- 1.6. 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 Rs.100/- duly notarized must be enclosed with the technical bid in the prescribed format. The proforma of the affidavit is attached with the tender as **Annexure – VI**.

- 1.7. The tenderer viz. the Indian Agents and / or the foreign firms should furnish a certificate that the rates quoted by the tenderer are not more than those quoted to any other Institution in India or abroad during the last one year, with supporting documents.
- 1.8. Service Level Agreement (SLA) to be signed by OEM and bidder, with official seal/letterhead **Annexure-IX**.
- 1.9. **The tenderer shall submit the copy of the tender document and addenda to it, if any, with each page, should be signed and stamped to confirm the acceptance of the entire term & conditions of the tender.**

## **2. Instructions for Online Bid Submission :**

- 2.1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine some search parameters such as organization name, a form of contract, location, date, other keywords, etc. to search for tender publishing on the CPP Portal.
- 2.2. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2.3. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that needs to be submitted. Any deviations from these may lead to rejection of the bid.
- 2.4. The tenders will be received online through portal <http://eprocure.gov.in/eprocure/app>. In the Technical Bids, the bidders are required to upload all the documents in .pdf format. All quotation both Technical and Financial should be submitted in the E-procurement portal.
- 2.5. Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/e-token in the company's name is a prerequisite for registration and participating in the bid submission activities through <http://eprocure.gov.in/eprocure/app>. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available on the website <https://eprocure.gov.in/eprocure/app> under the link “Information about DSC.”
- 2.6. The Institute will not be responsible for any type of technical issue regarding uploading of Tender on the website.

## **3. SEARCHING FOR TENDER DOCUMENTS**

- 3.1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine some search parameters such as

organization name, a form of contract, location, date, other keywords, etc. to search for a tender published on the CPP Portal.

- 3.2. Once the bidders have selected the tenders they are interested in; they may download the required documents/tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3.3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

#### **4. PREPARATION OF BIDS**

- 4.1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 4.2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that needs to be submitted. Any deviations from these may lead to rejection of the bid.
- 4.3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF / XLS formats. Bid documents may be scanned with 100 dpi with a black and white option.
- 4.4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g., PAN card copy, annual reports, auditor certificates, etc.) has been provided to the bidders. Bidders can use "My Space" are available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for the bid submission process.

#### **5. SUBMISSION OF BIDS**

- 5.1. Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time, i.e. on or before the bid submission time. The bidder will be responsible for any delay due to other issues.
- 5.2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 5.3. Financial Bids can be submitted in PDF format (As per BOQ).
- 5.4. The bidder may add rows to include the prices of all components & warranties, installation, etc. whichever applicable.

- 5.5. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids, etc. The bidders should follow this time during bid submission.
- 5.6. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 5.7. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 5.8. Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

**6. ASSISTANCE TO BIDDERS**

- 6.1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 6.2. Any queries relating to the process of online bid submission or questions about CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787.

**7. INVITATION FOR TENDER OFFERS (10G SFP+ dual port FCoE PCI Card AND 10GBase-T-transceiver as per price schedule)**

The BIDDERS are requested to give detailed tender in two Bids i.e.

- a. Part - I: Technical Bid.
- b. Part - II: Commercial Bid.

**Technical Bid:**

- 7.1. The online envelope marked as "**Technical Bid-Envelope No.1**" shall contain the all scanned copies of originals documents in PDF Format:

<b>Envelope – 1</b>			
(Following documents to be provided as a single PDF file)			
S. No.	Documents	Content	File Types
1.	Technical Bid	Technical Compliance Sheet as per <b>Annexure - I</b>	.PDF
2.		Manufacturer's Authorization Letter as per <b>Annexure-II</b>	.PDF
3.		Each page of the bid should be signed & stamped in original	.PDF
4.		Bank Guarantee Form for Performance Security as per <b>Annexure-III</b>	.PDF
5.		Declaration Sheet as per <b>Annexure – IV</b>	.PDF
6.		List of Govt. Organization/ Deptt. As per <b>Annexure-V</b> Reference Purchase Order copy.	.PDF
6.		Non Blacklisting of Supplier on Non-Judicial Stamp paper as per <b>Annexure-VI</b>	.PDF

7.		Certificate of Guarantee/Warranty as per <b>Annexure-VII</b>	.PDF
8.		Compliance Sheet as per <b>Annexure-VIII</b>	.PDF
9.		Service Level Agreement (on letterhead) <b>Annexure-IX</b>	.PDF
10.		GST Certificate	.PDF
11.		Technical literature/ leaflets and complete specifications of the quoted model(s) along with commercial terms and conditions.	.PDF
12.		Scanned copy of Tender Fee & EMD and it is required to submit the same in original in a sealed envelope at the following address on or before closing date: Assistant Registrar (stores & Purchase), Office of Stores & Purchase, Institute Building (East), NH-65, Nagaur Road, Karwar, Jodhpur-342037, Rajasthan, Phone: 0291 2801 101, Email: <a href="mailto:sps@iitj.ac.in">sps@iitj.ac.in</a> / In case of exemption from submission of Bid security, proof of registration with NSIC.	.PDF
<b>Envelope – 2</b>			
<b>Sl. No.</b>	<b>TYPES</b>	<b>Content</b>	
1.	Financial Bid	Price bid should be submitted in BoQ format.	.XLS

**Bid documents should be submitted as per the above sequence with Index page and page numbers (including technical literature). Each page of the bid should be signed & stamped in original. Unsigned bids will not be considered for evaluation.**

## **7.2. TENDER FEE & EARNEST MONEY DEPOSIT DETAILS**

7.2.1. **Tender Fee of Rs. 500/- (Rs. Five Hundred only)** in the form of Demand Draft from Nationalized/scheduled bank in favor of The Director, IIT Jodhpur.

7.2.2. **EMD of Rs.10,000/- (Rupees Ten Thousand only)** in the form of Demand Draft of a scheduled bank in the name of Director, IIT Jodhpur valid for **180 days** from the date of opening of the tender. The firm registered with DGS&D/NSIC as a manufacturer for the supply of the same category of item for which the party is submitting quotation will be exempted from submission of EMD. Intended parties will have to give proof of registration along with their quotation. EMD of the unsuccessful bidders shall be refunded without any interest at the earliest after finalization of the purchase of the concerned item.

- i. The EMD will be returned to the BIDDERS(s) whose offer is not accepted by IIT Jodhpur within one month from the date of the placing of the final order(s) on the selected BIDDER(s). In case of the BIDDER(s) whose offer is accepted the EMD will be returned on submission of Bank Guarantee as Security Deposit (SD). However, if

the return of EMD is delayed for any reason, no interest/penalty shall be payable to the BIDDERS.

- ii. The successful BIDDER, on the award of contract/order, must send the contract/order acceptance in writing, within 15 days of award of contract/order failing which the EMD will be forfeited.
- iii. The EMD shall be forfeited: In case a successful BIDDER fails to furnish the Security Deposit.
- iv. ***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 scan copy of the valid registration certificate must be uploaded with the technical bid.***

7.3. The technical offer **should not contain any price information.**

7.4. **SPECIFICATIONS:**

Specifications are fundamental essence of the product. It must be ensured that the offers must be strict as per our specifications. The Bid which is not as per our tender inquiry will be treated as non-qualified. Institute has the sole discretion to accept or reject tenders based on technical specifications.

7.5. **Envelope 2 : “Commercial Bid” shall contain:**

- i. Cost of all the items should be mentioned explicitly and individually in the Commercial Offer (Part-II) only.
- ii. The prices should be shown against each item for Insurance claims/replacements if any.
- iii. List of deliverables / Bill of materials and services.

**Note:**

- (i) No request for an extension of the due date will be considered under any circumstances.
- (ii) No sub-contracting is allowed about installation, commissioning, warranty maintenance and after-sales service. This is the sole responsibility of the Principals'/their authorized agents
- (iii) Please do not insert ‘Commercial Bid’ (prices quoted) in the technical bid envelope. If the price quoted is submitted with the technical bid the tender will be rejected.

7.6. IIT Jodhpur may issue a corrigendum to tender documents before the due date of Submission of the bid. The bidder is required to read the tender documents in conjunction with the corrigendum, if any, issued by IIT Jodhpur. The bidder is not supposed to incorporate the amendment in the body of the tender document

7.7. **Terms of the Technical Committee**

7.7.1. On the due date, the Technical bids will be opened and referred to the Technical Committee which is duly constituted by the Director, IIT Jodhpur. The committee will go through the technical aspects of the tender and recommend shortlisted firms. The



recommendation of the technical committee is the final and binding on all the parties. The Technical committee may visit the manufacturing site to assess the capabilities to manufacture the tendered items as per the specifications.

- 7.7.2. The technical evaluation will be an assessment of the Technical Bid. IIT Jodhpur representatives will proceed through a detailed evaluation of the Technical Bids as defined in Schedule of requirements, specifications and allied technical details, to determine whether they are substantially responsive to the requirements outlined in the tender. To reach such a determination, IIT Jodhpur will examine the information supplied by the BIDDERS and shall evaluate the same as per the specifications mentioned in this tender.
- 7.7.3. The technical committee may formulate evaluation criteria in addition to the specifications and requirements indicated in the tender, in the interest of IIT Jodhpur and this criteria/recommendation will also form as a part of short-listing of the firms.
- 7.7.4. The Technical Committee will examine all the Technical aspects of the bids received. Further, the Technical Committee may seek additional information from the existing users at IIT Jodhpur or from other Institutes and also call for Technical presentations from the BIDDERS if it is required so.
- 7.7.5. The information received and the bids already submitted together will be examined concerning the tendered specifications and evaluation is made by the Technical Committee.
- 7.7.6. After the technical evaluation is completed and approved, IIT Jodhpur shall inform to the BIDDERS whose bids have been rejected technically with the reasons for rejection on e-Procurement Portal (<https://eprocure.gov.in/eprocure/app>).
- 7.7.7. The successful BIDDERS will be informed regarding the date and time of Commercial bid opening.
- 7.7.8. The purpose of obtaining two bids (technical and commercial) is to evaluate all the firms on a technical basis concerning the tendered specifications, the performance of similar Solutions/Applications elsewhere, obtaining users views concerning the earlier supplies. This will enable the technical committee to arrive at a fair recommendation in the interest of the organization.
- 7.7.9. In the event of seeking any clarification from various BIDDERS by IIT Jodhpur, the BIDDERS are required to furnish only technical clarifications that are asked for. No amendment to commercial bid will be entertained at that stage. In case if a BIDDER fails to quote for a particular item, it amounts to non-compliance and hence such bid will not be considered for further evaluation. Further during this process, if any BIDDER indicates the price during the clarification such bids also will not be considered for further evaluation.

## **7.8. EVALUATION CRITERIA**

The evaluation criteria will consist of two-stage scrutiny as given below:

1. Evaluation of Technical bid as per eligibility criteria.
2. Approval of sample based on the quality of materials used, comfort level, ergonomic design, aesthetics and finish of the final product.

**7.9. TECHNICAL BID EVALUATION:**

7.9.1. Even though any bidder may satisfy the above requirements, he/she would be liable to disqualification if he/she has:

(i) Made misleading or false representation or deliberately suppressed the information in the forms, statements, and enclosures required in the eligibility criteria document.

(ii) Record of poor performance such as abandoning work, not accurately completing the contract, or financial failures/weaknesses, etc.

**7.10. BID EVALUATION:**

Based on results of the Technical evaluation IIT Jodhpur evaluates the Commercial Bid of those Bidders who qualify in the Technical evaluation.

a) IIT Jodhpur shall correct arithmetical errors on the following basis:

(i) If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected.

(ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(iii) If there is a discrepancy between words & figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

b) The Vague terms like “packing, forwarding, transportation.....etc. extra” without mentioning the specific amount/percentage of these charges will not be accepted. **Such offers shall be treated as incomplete and rejected.**

c) After arriving at the final pricing of individual offers of all the shortlisted firms, the lowest firm will be awarded with the Contract/Purchase Order.

7.11. The Director, IIT Jodhpur reserves the right to accept the offer in full or in parts or reject summarily or partly.

**8. INSTRUCTION FOR PREPARATION & SUBMISSION OF BIDS:**

- 8.1. Technical Bid should be submitted in PDF format, and Financial Bid should be submitted in BOQ Format.
- 8.2. **In case of Financial bids**, a standard BoQ format has been provided. Bidders are required to download the BoQ file and fill their financial offer on the same BoQ format. After filling the same, submit it online in BoQ format. If the BoQ format file is found to incomplete/confusing, the bid will be rejected.
- 8.3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF formats. Bid documents may be scanned with 100 dpi with black and white option.
- 8.4. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 8.5. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8.6. **Kindly add scanned PDF of all relevant documents in a single PDF file like compliance sheet, OEM/Principle Certificate, etc.**
- 8.7. Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time, i.e. on or before the bid submission time. The bidder will be responsible for any delay due to other issues.
- 8.8. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 8.9. The technical and financial bids should be submitted online through portal <http://eprocure.gov.in/eprocure/app> in the original. The financial bid should include the cost of main equipment/item and its accessories. If there is any separate cost for installation etc. that should be quoted separately.
- 8.10. Each bidder should be marked with the following reference on the top bids submitted online: "IITJ/SPS/2018-2019/7 dated 9 July 2018".
- 8.11. The printed literature and catalog/brochure giving full technical details should be included with the technical bid to verify the specifications quoted in the tender. The bidders should submit copies of proper documents in support of their reputation, credentials and past performance in .pdf format.
- 8.12. The rates should be quoted in figures.
- 8.13. **Tender Cost:** The bidder should submit a Tender Fee of **Rs. 500/- (Rupees Five Hundred only)** through Demand Draft only. The Technical Bid without Tender Fee would be considered as unresponsive and will not be accepted. In the absence of tender cost, the tender will not be accepted.
- 8.14. **Earnest Money Deposit (EMD):** The tenderer should submit an EMD amount through Demand Draft only. The Technical Bid without EMD would be considered as

unresponsive and will not be accepted. The EMD will be refunded without any interest to the unsuccessful interest to the unsuccessful bidders after the award of the contract.

- 8.15.** The EMD shall be forfeited: If the BIDDER withdraws the bid during the period of bid validity specified in the tender. In case a successful BIDDER fails to furnish the Security Deposit.
- 8.16. Amendment of Bidding Documents:** At any time before the deadline for submission of bids, IIT JODHPUR may, for any reason, whether on its own initiative or in response to the clarification request by a prospective BIDDER may modify the bid document. All prospective BIDDERS who have downloaded the bidding document may visit IIT JODHPUR website [/https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app) for amendments /modifications which will be binding on them.

## **9. AWARD OF CONTRACT**

### **Award Criteria**

- 9.1.** IIT JODHPUR shall award the contract to the technically qualified eligible BIDDER whose bid has been determined as the lowest evaluated commercial bid and approval of the sample by IIT Jodhpur.
- 9.2.** If more than one BIDDER happens to quote the same lowest price and sample of both bidders are technically approved, IIT JODHPUR reserves the right to award the contract to more than one BIDDER or any BIDDER.

## **10. PURCHASER'S RIGHT TO VARY QUANTITIES AT THE TIME OF AWARD**

- 10.1.** IIT JODHPUR reserves the right at the time of award of Contract to increase or decrease the quantity of items specified in the Schedule of Requirements without any change in price or other terms and conditions.
- 10.2.** Firms which have already supplied similar items to IIT JODHPUR and have not completed required installation/after sales service/ warranty replacements etc. such firms offer will not be considered for further evaluation, and no inquiries after that will be entertained.

## **11. CORRUPT OR FRAUDULENT PRACTICES**

IIT JODHPUR requires that the BIDDERS who wish to bid for this project have the highest standards of ethics.

- 11.1.** IIT JODHPUR will reject a bid if it determines that the BIDDER recommended for award has engaged in corrupt or fraudulent practices while competing for this contract.
- 11.2.** IIT JODHPUR may declare a vendor ineligible, either indefinitely or for a stated duration, to be awarded a contract if it at any time determines that the vendor has engaged in corrupt and fraudulent practices during the execution of the contract
- 12.** In case of poor workmanship or if the work / supply is not done in time and in view of exigency of the work/supply, if it is considered necessary to carry out the work / supply by

some other means or to assign the work/supply to some other parties due to the failure on the part of the seller, 10 days time will be given to the seller to correct or complete the work / supply failing which the work / supply can be got done by other means at the cost & risks of the seller by allotting a tender at the risk and cost of the defaulting tenderer. The difference in the cost shall be recovered from the original tenderer cost.

**13. INSPECTION OF ITEMS:** During the time of manufacturing, IIT Jodhpur inspection team may visit the manufacturer's site to inspect the quality of material viz a viz final product. If any inspected or tested goods fail to conform to the prescribed specifications, the IIT Jodhpur may reject them and the supplier shall either replace the goods or make all alterations necessary to meet specifications free of cost.

**14. INTERPRETATION OF THE CLAUSES IN THE TENDER DOCUMENT / CONTRACT DOCUMENT:** In case of any ambiguity / dispute in the interpretation of any of the clauses in this Tender Document, **Director, IIT JODHPUR's interpretation of the clauses shall be final and binding on all parties.**

**15. CONDITIONS OF CONTRACT**

**15.1. Prices:** The price quoted shall be considered firm and no price escalation will be permitted. The price criteria should be on F.O.R., IIT JODHPUR. Govt. Levies, if any, shall be paid at actual rates applicable on the date of delivery. Rates should be quoted accordingly giving the basic price, GST, if any. The actual GST if any, should be specified. Please provide GST No. allotted by the concerned authorities in your quotation.

**15.2. Delivery Schedule**

Items to be supplied **within 60 Days** after placement of purchase order.

**15.3. Security Deposit**

The BUYER will forfeit the 10% security deposit if BIDDER fails to execute the order as per the Purchase Order.

**15.4. Performance Bank Guarantee:**

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-III***) 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, the supplier is to be careful at the time of calculation of the validity date of Performance Bank Guarantee.**

**15.5. Performance Benchmarks**

The technical evaluation committee needs to be provided with an evaluation system to carry out performance benchmarks.

**15.6. Payment Terms:**

Payment will be made to the supplier through the following modes.

- 15.6.1. Indigenous goods: NEFT/Cheque/Demand Draft: 100% payment will be made within 30 days from the date of successful installation and testing as per SLA (Annexure-IX) at IIT Jodhpur and after submission of performance bank guarantee valid for warranty period + 2 months.
- 15.6.2. Imported Goods: Letter of credit/Telegraphic Transfer of 100% payment will be made through only LC after successful installation and testing as per SLA (Annexure-IX) at IIT Jodhpur and submission of performance bank guarantee for 10% of order value, either by the principal company or by their Indian agent valid for warranty period + 2 months. Bank charges occurred outside India will be borne by the beneficiary.

#### **15.7. Delivery & Installation:**

- 15.7.1. All the goods ordered shall be delivered and installed at Permanent Campus of the Institute, Karwar (NH-65), Nagaur Road, Jodhpur-342037, within **60 Days** 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 to commission 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 a 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 canceled, if no extension for the 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.
- 15.7.2. **Extension of Delivery & Installation Period:** If the supplier would be 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 justified reasons. In case the supplier would fail to complete the order within the stipulated time, the Institute reserves the right to cancel the contract/order and performance security / EMD may be forfeited.

#### **15.8. Penalty for delayed Services / LD:**

As time is the essence of the contract, the Delivery period mentioned in the Purchase Order should be strictly adhered to. Otherwise, the IIT JODHPUR will forfeit EMD/SD and also LD clause will be applicable /enforced.

If the supplier fails to Supply and install the 10G SFP+ dual-port FCoE PCI Card AND 10GBase-T- transceiver as per specifications mentioned in the order within the due date, the Supplier is liable to pay liquidated damages of 1% of order value per every week of delay subject to a maximum of 10% beyond the due date. Such money will be deducted from any amount due or which may become due to the supplier.

IIT JODHPUR reserves the right to cancel the order in case the delay is more than 10 weeks. Penalties, if any, will be deducted from the Security Deposit.

**15.9. Satisfactory Installation:** Satisfactory installation/commissioning as per SLA.

**15.10. 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.

**15.11. Merger / Acquisition of Foreign Principal:**

In case of a 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.

**15.12. 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.

**15.13. Warranty/ Support:**

**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.

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.

**15.14. Country of origin:**

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

**15.15. Indemnity:** The vendor shall indemnify, protect and save IIT JODHPUR against all claims, losses, costs, damages, expenses, action suits and another proceeding, resulting from infringement of any law about patent, trademarks, copyrights, etc. or such other statutory infringements in respect of all the materials supplied by him.

**15.16. Insurance:** The 10G SFP+ dual-port FCoE PCI Card AND 10GBase-T- transceiver to be supplied will be insured by the vendor against all risks of loss or damage from the date of shipment till such time it is delivered at IIT JODHPUR site.

**15.17. Service Facility:** Bidder should mention about the service set up in India and how capable they are to provide after-sales services.

**15.18. Banker's details:** Name and address of the banker of your company should be mentioned (**Annexure-VIII**).

**15.19. Reference of supply:**

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

**15.20. 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.

**15.21. Repeat Order Clause:**

The Contract will have a Repeat Order Clause, wherein the Buyer can order up to 50% quantity of the original contracted quantity (rounded up to the next whole number) under the Contract within six months from the date of completion of supply under the original Contract/ PO. The Repeat Order will have rates on not exceeding basis while the terms and conditions will remain unchanged. It will be entirely the discretion of the Buyer to exercise the Repeat order or not.

**15.22. 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.

**15.23. 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.

**15.24. 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.

**Annexure – I**

<b>S.No.</b>	<b>Item Description</b>	<b>Remark</b>	<b>Quantity</b>
1	10G SFP+ dual-port FCoE PCI Card	Card fully compatible with existing servers Fujitsu PRIMERGY RX-600 S6 model	4
2.	10GBase-T Transceiver	Transceiver should be fully compatible with existing 10G Cisco switch and above 10G SFP+ dual-port FCoE PCI Card	8

**Technical Specification**

<b>S. No</b>	<b>Item Name and Description</b>	<b>Technical Compliance (Yes/No)</b>
1	10 G SFP+ dual-port FCoE PCI Card	
	Card fully compatible with existing servers Fujitsu PRIMERGY RX-600 S6 model	
2	10GBase-T Transceiver	
	Transceiver should be fully compatible with existing 10G Cisco switch and above 10G SFP+ dual-port FCoE PCI Card	

I have also enclosed all relevant documents in support of my claims, (as above) in the following pages.

**Signature of Bidder**

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Organization Name:** \_\_\_\_\_

**Contact No. :** \_\_\_\_\_

**Email ID :** \_\_\_\_\_

**FORMAT FOR MANUFACTURER'S AUTHORISATION LETTER TO AGENT (on letterhead)**

Ref. No.

Date:

To  
The Director  
Indian Institute of Technology Jodhpur  
NH-65, Nagaur Road, Karwar, Jodhpur: 342037, Rajasthan

**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 severely.

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 for us to automatically transfer all the responsibilities 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.

**BANK GUARANTEE FORM FOR PERFORMANCE SECURITY**

To  
The Director  
Indian Institute of Technology Jodhpur  
NH 65 Nagaur Road Karwar,  
Jodhpur: 342037, Rajasthan

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 thereunder 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 the 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

## DECLARATION SHEET

We, \_\_\_\_\_ hereby certify that all the information and data furnished by our organization with regard to this tender specification are true and complete to the best of our knowledge. I have gone through the specification, conditions and stipulations in details and agree to comply with the requirements and intent of specification.

This is certified that our organization has been authorized (Copy attached) by the OEM to participate in Tender. We further certified that our organization meets all the conditions of eligibility criteria laid down in this tender document. Moreover, OEM has agreed to support on a regular basis with technology/product updates and extend support for the warranty.

The prices quoted in the financial bids are subsidized due to academic discount is given to IIT Jodhpur.

1 Phone	
2 Fax	
3 E-mail	
4 Contact Person Name	
5 Mobile Number	
6 GST Number	
7 Kindly provide bank details of the bidder in the following format: a) Name of the Bank	
b) Account Number	
c) Kindly attach scanned copy of one Cheque book page to enable us to return the EMD to unsuccessful bidder	

(Signature of the Tenderer)

Name:

Seal of the Company



**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.)



**Certificate of Guarantee/Warranty (on letterhead)**

I / We certify that the guarantee/warranty shall be given for a period of one year starting from the date of the satisfactory installation, commissioning and handing over of the equipment and the work completed under the contract. During the guarantee/warranty period, I / we shall provide the “after sale 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 guarantee / warranty shall begin only from the date of successful installation. The benefit of the change in dates of the guarantee / warranty period shall be in the interest of the user / your organization.

**Uptime Guarantee: As per SLA.**

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 until the equipment is rehabilitated to the Institute after repair. If any loss of equipment occurred during our custody, we would 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 significant 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 an agreed basis for an agreed price. The agreed basis could be an agreed discount on the published catalog price.

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

**Annexure-VIII**

<b>INDIAN INSTITUTE OF TECHNOLOGY JODHPUR COMPLIANCE SHEET (to be submitted in .PDF)</b>			
<b>IMPORTANT NOTE</b>			
THIS STATEMENT SHOULD BE DULY FILLED AND ENCLOSED WITH QUOTATION. NONRECEIPT OF THIS STATEMENT OR INCOMPLETE DETAILS PROVIDED WILL LEAD TO REJECTION OF TENDER			
<b>Tender Enquiry No:</b>			
<b>S. No.</b>	<b>Commercial Aspects</b>	<b>IITJ Terms</b>	<b>Response of the Vendor</b>
1.	Terms of Delivery	FOR IIT Jodhpur, Karwar	
2.	Terms of Payment	The details of Payment term is mentioned in point no. 15.6	
3.	Mode of Payment	Demand Draft	
4.	Bank Details for making Payment	To be enclosed	
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	60 Days from effective date of Contract	
9.	No. of Lots	01 lot	
10.	Installation/Supply	IIT Jodhpur, Karwar	
11.	Earnest Money Deposit (EMD)	Rs. 10,000/-	
12.	Warranty	1 Year	
13.	Liquidated damages <b>(mandatory requirement, if not accepted quotation will not be considered)</b>	(1% of per week maximum up to 10% of the contract value excluding taxes for the delayed period)	
14.	Order to be placed on	complete address with contact details of the supplier	
15.	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	
16.	Applicable GST as per Govt. rules	GST % should be mentioned separately	

17.	Performance cum Warranty Bond	(10 % of the order value) As per tender	
18.	Name & Address of the Firm:		
19.	All the pages of the tender documents to be numbered in numeric (e.g. 1,2,3...)		
19.	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 a separate sheet. (specify the non- compliance conditions in separate sheet)	
20.	Signature &Name of the authorised signatory with stamp of the firm:		

**Service Level Agreement (on letterhead)**

(To be signed by OEM and bidder, with official seal/letterhead)

1. Upto 15 days non-stop acceptance test has to be run on the delivered card. There should be no network lag when working on the server, even when running full load of VMs. The Packet loss on the FCoE PCI card must not exceed by more than 2%.
2. In the event of failure/degraded performance of the FCoE card, the OEM has to ensure that the defects are rectified within three full working days. Any delay beyond the limits given, will incur a penalty of 0.2% of the total cost of this tender per day of delay.
3. The maximum penalty for non-performance will be 5% of the total cost. On reaching this limit in any year, the OEM will be considered in breach of the contract. The penalty will not apply if the delay is caused by IIT Jodhpur.
4. The OEM must provide onsite warranty of 1 year on FCoE PCI card.