

<b>भारतीय प्रौद्योगिकी संस्थान ततरुपतत</b> <b>Indian Institute of Technology Tirupati</b> Settipalli, Renigunta Road Tirupati 517506	दूरभाषसंख्या Phone no: 0877 – 2500335 ईमेल Email : govindak@iittp.ac.in
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**Prof. T.S. Natarajan**  
 Registrar i/c

**Date: 20.12.2017**

**Public Tender No: IITT/Comp. Sci./09/2017/03      Due Date: 17 -01-2018 at 3.30PM**

Dear Sir/Madam,

On behalf of the **Indian Institute of Technology TIRUPATI**, sealed quotations are invited in two part bid system for supply and installation of **the following items for our Computer Science Lab.** at IIT Campus, Renigunta Road, Tirupati.

S.No.	Product	Item specifications	Quantity
1	Microsoft	Windows Server 2016 USER CAL-Academic	100 Nos.
2	Microsoft	Windows Server 2016 RDS CAL-Academic	100 Nos.
3	Academic VMware Horizon7 Advanced: 10 pack (CCU)	Includes Horizon View Manager, Mirage, vSAN, Identity Manager Standard Edition, Application Remoting, ThinApp, vSphere Desktop, and vCentre Server Desktop for 10 concurrent connections SnS Required & Sold separately.	10 Nos.
4	Academic Production Support/Subscription for VMware Horizon 7 Advance:10 pack (CCU) for 3 years.	Technical support, 24 hour Sev 1 Support-7 days a weeks	10 Nos.

Please ensure that the specifications are basic essence of the product. It must be ensured that the offers must be strictly as per our specifications. At the same time it must be kept in mind that merely copying of our specifications in the quotation shall not make the parties eligible for consideration of the quotation. A quotation has to be supported with original catalogue (not of photo copy) of the quoted model duly signed by the principals and the same must be sent along with the technical bid. The quoted model should not become obsolete for a minimum period of 10 years (This is for the availability of spares). Therefore the model quoted should invariably be highlighted in the leaflet/literature enclosed with the quotation. Non-compliance of the above shall be treated as incomplete/ambiguous and the offer can be ignored without giving an opportunity for clarification/negotiation etc. to the bidder.

**The eligibility criteria for participation in bid are mentioned below:**

- a) The Bidder should be an ISO certified company and evidence shall be provided alongwith offer.

- b) The bidder must be an Original Equipment Manufacturer (OEM) or his Authorized Dealer/ Channel Partner having a Direct Purchase and Support agreement with the OEM. In case, the Bidder is a Dealer, a valid LETTER OF AUTHORIZATION from Original Equipment Manufacturer both for hard and software should be produced separately along with the technical bid.
- c) The manufacturer or their authorised dealer should quote for their systems/equipment/accessories being manufactured. The manufacturer/dealer attempting to quote for the equipment for which they are not the OEM/authorised dealer, their offers will be rejected.
- d) Bidder should be a Microsoft Gold Certified partner.
- e) Bidder should be a VMware Premium Solution provider.
- f) The solution provider must have VMWare® Certified Professionals (VCP) as part of its technical team.
- g) The solution provider must have implemented at least 3 similar virtualization projects in Government/Universities/IITS/Autonomous bodies and proof of supply and its working condition must be produced along with the bid document.
- I) Apart from the above, a list of present clientele with contact address and telephone numbers must be provided along with technical bid.
- II) The bidder should be willing to arrange for a demonstration of the equipment offered at free of charge on mutually agreeable place and date prior to opening of price bids to ascertain their conformity with tendered specifications.
- III) The selected bidder should demonstrate the test on various samples as per the requirement of the IIT Tirupati.
  1. The technical bid shall be evaluated for acceptability by the technical committee and may call the tenderers for discussion. If necessary, the committee may modify the technical specification to suit the requirement of IIT Tirupati. In such case the opportunity shall be given to the participating bidders for submitting the revised bid as per modified specifications, if any.
  2. Bidder should be registered under GST Act with concerned State Sales Tax Authorities. The bidder should furnish along with the bid document, the relevant GST Registration Document and PAN / TAN copies.

The supplier should quote commercially proven hard ware and software products..

The above mentioned basic eligibility conditions are broad guidelines for pre-qualification and the Director/Registrar, in-charge, IIT Tirupati hereby reserves the right to relax / alter / modify / add any or all the conditions.

**Delivery schedule:** The total system should be supplied within 15 days from the date of receipt of Purchase Order and installation and commissioning should be completed within weeks time from the date of supply of items..

**The interested bidders are advised to go through the conditions envisaged for eligible criteria for participation in the bidding.**

**Instructions to the Bidder**

- (i) **Preparation of Bids:** The bidders must ensure that bids are submitted in **two part bid system (i.e.) Technical bid and Financial bid in separate envelopes.**
- (ii) **Techno-commercial bid:** The technical bid should consist of all technical details/brochures along with commercial terms and conditions super-scribed as TECHNICAL BID with Tender No. and date and time of closing and the bidder's name and address. No prices should be included in technical bid.
- (iii) **Financial (Price) Bid** should indicate item-wise prices for the items with firm and fixed figures and words super-scribed with the Tender No. and date of closing of the Tender with name of supply/work and the bidder's Name and address. The price bid should not contain any conditional clauses. No price escalation for any reasons whatsoever is allowed. All prices should be given in Indian Rupees or USD or Euros only. The Indian bidders shall quote firm price fully in Indian currency only.
- (iv) The techno-commercial and the financial bids duly signed by the bidders or their authorised signatories with name and seal should be put in separate cover and sealed. Both sealed covers should be put into a bigger cover duly super-scribed with PT No. and due date/time with name of supply /work. **Technical bids must either be spiral bound / stapled together. No loose sheets will be accepted. All pages must be numbered.**
- (v) **Submission of the tender:** The complete sealed bids in all respects shall be sent to the following address well in advance either by post or by courier so as to reach this office on or before the due date and time specified in the Schedule. The bids received after closing date and time shall not be considered.
- The Registrar I/C,  
Indian Institute of Technology Tirupati,  
Renigunta Road,  
Settipalli Post,  
Tirupati-517 506, Andhra Pradesh

While submitting the bids, the bidders must sign all the tender documents as a token of accepting of tender documents as well as terms and conditions stipulated therein. Tender documents without signature of bidders or their authorised signatories will be treated as invalid bids.

No conditional offer or terms and conditions will be entertained by the institute and such bids will be treated as invalid.

(vi) The tender documents can be down loaded from IIT Tirupati web site:<http://iittp.ac.in/tenders> on or after 22.12.2017

(vii) **Bid Security (EMD):** *EMD either in the form of Bank Guarantee or Demand draft at 2% of the quoted value initially valid up-to 90 days drawn in favour of Indian Institute of Technology Tirupati payable at Tirupati must be sent along-with the technical bid*

only. The technical bid without EMD would be considered as UNSOLICITED and will be REJECTED. Photo/FAX copies of the Demand Draft/Banker's pay orders will not be accepted. No interest will be paid for the EMD and the EMD (Bid Security) will be refunded to the successful bidder on receipt of Performance Security (Security Deposit) and in case of unsuccessful bidders, the EMD will be refunded on finalisation of tender.

(viii) Bid security be forfeited without any intimation in such cases as below:-

- a) If a bidder withdraws its bid during the period of bid validity
- b) If a successful bidder fails to execute the awarded contract
- c) If a successful bidder fails to provide performance guarantee

**(ix) Details of our Banker**

Name of bank	State Bank of India
Address of bank branch	Settipalli Branch Renigunta Road, Tirupati
Bank Branch code	006677
IFS Code	SBIN0006677
Bank Account Number	35523338208

**(xii) Opening of the tender:** The Technical Bids will be opened by the tender committee duly constituted in the presence of bidders or their authorised representatives on **17.01.2018 at 16.00 hours. The technical bid without EMD will not be entertained and treated as invalid bid.** Then the bids will be evaluated by the Technical Evaluation Committee which will decide the suitability of the technical bids as per our requirement and terms and conditions. Once the technical evaluation is completed, the price Bids of only those bidders who are found technically acceptable will be opened in the presence of Authorized Representatives of such bidder(s), if any on a date and at a venue to be intimated by IIT Tirupati to the short listed bidders.

**(xiii)** The bidder shall note that any unsolicited post-tender reduction by them would disqualify them from participating from the bidding and forfeit the security bid.

(xiv) Incomplete bids are liable for rejection.

**(xv) Prices:** The price should be quoted on FOR: IIT, Tirupati. The bid should consist of basic price, P&F charges, freight, Installation and commissioning charges and applicable taxes.

The Contract will be awarded to single suitable party who quote for all items and meet all our specifications and stands as Lowest bidder.

The total landed cost will be calculated from the information provided by the bidder in their price bids. The bid conforming to the lowest cost would then be considered for award of contract.

(xvi) **Annual Maintenance contract:** AMC charges for a period of one year after expiry of warranty period should be quoted separately for the equipment where-ever applicable which come into force after expiry of warranty/guarantee periods. The quote should contain details about free replacement of spares/accessories/software during the currency of AMC and number of break down calls shall be attended and duration of time required for attending to emergent calls and details of essential spares which are to be supplied on chargeable basis also need to be mentioned in the quote. IIT Tirupati reserves the right to conclude Comprehensive AMC at appropriate time after expiry of warranty period depending upon the requirement.

IIT Tirupati reserves the right to split and award item-wise contract to the lowest bidder.

The custom duty if any applicable must be shown separately. It may be noted that IIT Tirupati is exempted from payment of custom duty and duty at concessional rate against duty exemption will be paid.

In case of import supply, the price should be quoted on EX-WORKS/FOB/CIP basis indicating the mode of shipment.

**Offer validity:** The offer must be valid for 90 days from the closing date in the case of indigenous supply and 120 days in the case of imported supply.. If the validity of offers for acceptance is less than 90 days 120 days as the case may be, the same will not be considered.

**IIT Tirupati** reserves the full right to accept / reject any tender or all tenderers at any stage without assigning any reason.

Yours sincerely,

**Registrar, IIT Tirupati**

**Important Commercial terms and conditions:**

- a) The due date for the submission of the tender is **17.01.2018 at 15.30 hours.**
  - b) **Late offer:** The offers received after the due date and time of closing will not be considered. The Institute shall not be responsible for the late receipt of Tender on account of Postal, Courier or any other delay.
  - c) **Performance Bank Guarantee:** Performance Bank guarantee for 5% of Purchase order value should be produced in the form of B.G from the nationalised /scheduled Bank valid till the completion of warranty / guarantee period plus sixty days as claim period. Where-ever installation/commissioning is involved, the guarantee/warranty period shall be reckoned from the date of completion of installation/commission. Failure to render contracted service during the warranty/guarantee period by the contractor, the performance bank guarantee will be forfeited. No interest is payable on the performance Bank guarantee amount.
  - d) **Delivery Schedule:** Please note that delivery is the essence of the contract. In case there is any deviation in the delivery schedule, liquidated damages clause will be invoked and levied for the delayed period of supply. Therefore, it should be ensured that all the ordered items should be supplied within 2 weeks from the date of receipt of Purchase Order on door delivery basis at our Institute as per Purchase order terms with securely and sufficiently packed by following standard packing procedure to withstand transit damages. In case of import supply, the item should be delivered at the cost of supplier to our institution. The installation and commissioning should be completed as specified in our important terms and conditions.
  - e) **Liquidated damages:** If the Contractor fails to deliver the material within the time specified in the Contract or any extension thereof, the Institute shall recover from the Contractor as Liquidated Damages a sum of one-half of one per cent (0.5 per cent) of the Contract Price of the undelivered material for each calendar week of delay. The total liquidated damages shall not exceed ten per cent (10%) of the Contract price of the unit or units so delayed. Stores will be deemed to have been delivered only when all their component parts are also delivered.
  - f) **Guarantee/Warranty:** The Contractor should clearly specify the warranty/guarantee period for the items. If any defects are discovered therein or any defects therein found to have developed under proper use arising from faulty stores design or workmanship, the Contractor shall replace the item/remedy/relace such defective items at his own cost.
- b) Insurance:** IIT Tirupati being a Central autonomous body under Ministry of HRD, Government of India, we will not insure our goods. However, to safe guard the ordered material from probable transit damage while in transportation the contractor may insure the goods at his risk and cost.

- c) **Payment terms:** No Advance payment will be made for Indigenous purchase. Our normal payment terms are 100% within 30 days after receipt of complete supply at our site and acceptance. However in case of high value Purchase Orders, as a special case, payment of 90% of Order value will be made against delivery at IIT Tirupati and clearance by inspection team. Balance 10% of PO value after completion of installation, inspection and acceptance formalities. For making payment original tax invoice in triplicate, Delivery Challan's, material test certificate, pre-inspection of material at factory, guarantee/warranty certificates must be sent along with material.

In case of import supplies, our normal terms of payment are by Sight Draft. However, other terms of payment such as Letter of Credit also considered as agreed upon by opening LC for 100% in which case 90% payment will be released against proof of shipping documents and balance 10% after successful installation wherever the installation is involved/on receipt and acceptance of material at our site.

If an Indian agent is involved, the following documents must be enclosed:

Foreign principal's proforma invoice indicating the commission payable to the Indian Agent and nature of after-sales service to be rendered by the Indian Agent.

Copy of the agency agreement concluded with the foreign principal and the precise relationship between them and their mutual interest in the business.

Enlistment with DGS&D as Indian Agent of Foreign principals under the Compulsory Enlistment Scheme of Ministry of Finance.

- d) **On-site erection and commissioning:** It is the responsibility of the Contractor to install and commission the items (software and hardware) supplied within 10 –15 days from the date of receipt of the item at the site of IIT Tirupati and demonstrate the performance of the system to the satisfaction of the users/concerned faculty members/committee in-charge at IIT Tirupati. In case the Contractor fails to carry out the erection as and when called upon to do so within the specified period by the Institute, the Institute shall have the right to get the erection work done through any source of his choice. In such an event, the Contractor shall be liable to bear any additional expenditure that the Institute is liable to incur towards erection.
- e) **Training of End user:** The successful bidder shall provide comprehensive training at IIT Tirupati or at their principal or laboratory to IIT personnel on operation, programming, and maintenance at free of cost on all the items installed to the satisfaction of the IIT personnel. The expenses related to travel (to and fro) including local travel, stay, food and per diem and training have to be completely borne by the vendor.
- f) **Do not quote the optional items or additional items unless otherwise mentioned in the tender documents / specifications.**

ARBITRATION CLAUSE: Arbitration in the event of any dispute or difference arising under these terms & conditions or any Condition contained in the Purchase Order or in connection with this contract (except as to any matter the decision of which is specially provided for by these conditions), the same shall be referred to the sole arbitration other person appointed by him and the dispute further processed in terms of the Arbitration & Conciliation Act ,1996. There will be no objection that the arbitrator is a Government Servant that he deal with matter which the Contract relates to or that in the course of his duties as Government Servant has expressed views on all or any of the matters in dispute or difference .The award of the arbitrator shall be final and binding on the parties of this Contract.

If the arbitrator is the Registrar, IIT, Tirupati

- i. In the event of his being transferred or vacating his office by resignation or otherwise , it shall be lawful for his successor in office either to proceed with the reference himself for to appoint another person as arbitrator, or
- ii. In the event of his being unwilling or unable to act for any reason, it shall be lawful for the Registrar, IIT, Tirupati to appoint another person as arbitrator.

If the arbitrator is a person appointed by the Registrar, IIT, Tirupati – In the event of his denying or neglecting or refusing to act, or resigning or being unable to act, for any reason, shall be lawful for the Registrar, IIT, Tirupati to proceed with the reference himself or to appoint another person as arbitrator in place of the outgoing arbitrator subject, as aforesaid , to the Arbitration & Conciliation Act ,1996, and the rules there-under and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceeding under the clause. The Arbitrator shall have the power to extend with the consent of the purchaser and the contractor the time for making and publishing the award. The venue of Arbitration shall be the place as the purchaser in his absolute discretion may determine work under the Contract shall, if reasonably possible, continue during Arbitration Proceedings.

All amendments, time extension, clarifications etc., if any will be uploaded in the website only and will not be published in newspapers. Bidders should regularly visit the above website to keep themselves updated. No extension in the bid due date/ time shall be considered on account of delay in receipt of any document by mail.

- g) Acknowledgement:** It is hereby acknowledged that the tenderer has gone through all the conditions mentioned above and agrees to abide by them.

**SIGNATURE OF TENDERER  
ALONG WITH SEAL OF THE  
COMPANY WITH DATE**