



भारतीय प्रौद्योगिकी संस्थान इंदौर
Indian Institute of Technology Indore
सिमरोल, खंडवा रोड़ इंदौर – 453552
Simrol, Khandwa Road, Indore- 453552

Annual Maintenance Contract (AMC) for Server

**Document to be submitted online
for
(Single Technical & Financial Bid as per Schedule of
requirement)**


In-Charge
Material Management Section (MMS)
IIT INDORE



भारतीय प्रौद्योगिकी संस्थान इंदौर
सिमरोल, खंडवा रोड़ इंदौर – 453552

Indian Institute of Technology Indore
Simrol, Khandwa Road, Indore- 453552

Tel.: 0731 2438700 Ext. 203/958/949

Email: mms@iiti.ac.in

TENDER DOCUMENT
FOR
E-PROCUREMENT

Online Tenders are invited by IIT Indore (in Single bid System) from Original Software Manufacturers (OEM) their Authorized distributors/ Accredited Indian Agents /sole selling agents for the of following items:

Sl. No.	Description of Stores	NIT No.	EMD (in INR) - Online
1.	AMC for Server (Please refer chapter 6)	409	₹15,000.00/- (Rupees Fifteen Thousand Only) Online EMD Submission: Bidder can submit their EMD online by visiting to the below link: https://www.onlinesbi.com/sbicollect/icollecthome.htm
SUBMISSION OF BIDS ONLINE IN TWO BID https://eprocure.gov.in/eprocure/app			

***NIT No. 409 should be mentioned for the purpose of EMD Submission and the Tender No. should be refereed for bid submission/communication etc.**

Note:

- I. Tender Documents with detail terms & conditions can be downloaded from our website: http://www.iiti.ac.in/tender_mms.php & <https://eprocure.gov.in/eprocure/app>
- II. The pre-bid report will be uploaded on the website & CPPP and the same will be a part of the tender document.
- III. All the details/document pertaining to the tender such as tender document, pre-bid report, corrigendum and any further updates will be available only on our website and also at Central Public Procurement Portal.
- IV. Bids/Quotations may be submitted directly by the OEM or their Authorized Service provider/ distributors/Dealers/Resell Agents/Channel Partners with proof of authorization.

IIT Indore shall not be responsible for non-receipt bid due to internet issues or any other reasons.
For any issues related to tender please contact Material Management Section,
Tel: +91-0731 2438700 Ext. 203/949/958 Email: mms@iiti.ac.in

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ONLINE BIDDING DOCUMENTS
FOR
PURCHASE OF GOODS
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CHAPTER- 1
Schedule of Tendering:

Sl. No.	Event	Date and Time/ Remarks
01	Down loading of Tender document online from CPPP	From March 13, 2020 https://eprocure.gov.in/eprocure/app and http://www.iiti.ac.in/tender_mms.php
02	Last date & Time of Submission of Bids Online (Technical and Price Bid)	March 23, 2020 at 03.00 PM, (IST) Please refer tender Terms at IITI
03	Opening of Technical Bids Online	March 24, 2020 at 03.00 PM, (IST) Please refer tender Terms at IITI
04	All the communications with respect to the tender shall be addressed to:	In-charge (MMS) IIT Indore, First Floor, Sodium Building, Khandwa Road, Simrol, Indore- 453552 Tel.: 0731 2438700 Ext. 203/949/958 Email: mms@iiti.ac.in
05	Submission of Bid Online	https://eprocure.gov.in/eprocure/app
06	For taking assistance, if any	CPP Portal website: www.eprocure.gov.in CPP Portal Help Desk Toll Free No.:18002337315, 180030702232



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CHAPTER- 2**INSTRUCTIONS TO THE TENDERERS**

The tender shall be submitted in accordance with these instructions and any tender not confirming to the instructions as under is liable to be rejected. These instructions shall form the part of the tender and the contract.

1. For Online Bid Submission as per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL:<http://eprocure.gov.in/eprocure/app>). The bidders are required to submit copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates.
2. More information useful for submitting the online bids on the CPP Portal is available/obtained at URL:<http://eprocure.gov.in/eprocure/app>
3. For Registration: Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL:<http://eprocure.gov.in/eprocure/app>) by clicking on the link "Click here to Enroll". Enrolment on the CPP Portal is free of charge.
4. Foreign Bidders have to refer "DSC details for foreign Bidders" for Digital signature Certificates requirements which comes under Download Tab at <http://eprocure.gov.in/eprocure/app?page=Standard Bidding Documents &service=page> and the remaining part is same as above and below.
5. While submitting the tender, if any of the prescribed conditions are not fulfilled or are incomplete in any form, the tender is liable to be rejected. If any tenderer stipulate any condition of his own, such conditional tender is liable to be rejected.
6. IITI reserves the right to reject any tender/bid wholly or partly without assigning any reason.
7. The Technical Committee constituted by the IITI shall have the right to verify the particulars furnished by the bidder independently.
8. Tenderer shall take into account all costs including installation, commissioning, cartage etc. for giving delivery of material at site i.e. IIT Indore before quoting the rates. In this regard no claim for any extra payment for any reason shall be entertained.
9. The item should be delivered at IIT Indore, Khandwa Road, Simrol, Indore and the supplier shall be responsible for any damage during the transit of goods.
10. All the tender documents & price bid to be uploaded as per this tender are to be digitally signed by the bidder.
11. Interested bonafide and reputed manufacturers/Indian agents (on behalf of their foreign principals) may submit online bids for each of the above software along with all requisite documents and scanned copy of online EMD submission reference.
12. The Bidder(s) may note that ONLINE BIDS will ONLY be accepted. All the requisite supporting documents mentioned in the bid document should and must be uploaded On-line <http://eprocure.gov.in/eprocure/app>. The Bids sent through FAX, E-mail, by hand and/or by post shall not be accepted/ processed, in any case.
13. The bidders may submit duly filled and completed bidding document ONLINE as per instruction contained in the bidding documents. Incomplete bid shall be rejected. The conditions of tender shall be governed by the details contained in complete bid document.
14. In case, holiday is declared by the Government on the day of opening the bids, the bids will be opened on the next working day at the same time. The IITI reserves the right to accept or reject any or all the tenders.
15. The detailed instruction for online submissions of bid(s) through e-procurement module of Central Public Procurement of NIC, the bidder(s) may visit following link:- <http://eprocure.gov.in/eprocure/app?page=HelpForContractors&service=page>

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CHAPTER - 4**Instructions for Online Bid Submission**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at:

<https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 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 a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 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 / email in case there is any corrigendum issued to the tender document.
- 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.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 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 need to be submitted. Any deviations from these may lead to rejection of the bid.

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- 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 / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 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" or "Other Important Documents" area 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 bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected. **The vendor/firm should fill the complete details as mentioned in BOQ and exclusion of any cell of BOQ (Financial bid), the cost will be treated as inclusive of GST and other charges as mentioned in the BOQ column.**
- 4) 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) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 6) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), 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) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

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.
2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

GENERAL INSTRUCTIONS TO THE BIDDERS

- 1) 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.
- 2) 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 <https://eprocure.gov.in/eprocure/app>. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <https://eprocure.gov.in/eprocure/app> under the link "Information about DSC".
- 3) Tenderer are advised to follow the instructions provided in the "Instructions to the Tenderer" for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <http://eprocure.gov.in/eprocure/app>

Online Bid Form

The bidder shall complete the online bid form and the appropriate price schedule furnished in the online bidding documents, indicating, inter alia for the goods to be supplied, a brief description of the goods, their country of origin, quantity and prices.

Online Bid prices

The Bidder shall indicate on the Price Schedule the unit price and total bid prices of the goods it proposes to supply under the Contract. To this end, the Bidders are allowed the option to submit the online bids for any one or more schedule specified in the "Schedule of Requirement" and to offer discounts for combined schedules. However, Bidders shall quote for the complete requirement of goods and services specified under each schedule on a single responsibility basis, failing which such bids (for the schedule in question) will not be taken into account for evaluation and will not be considered for award.

Prices indicated in the online price schedule shall be entered separately in the following manner.

I. For goods offered from within India:

- a. The price of the goods should be quoted for destination basis, charges towards freight, installation etc. may be mentioned inclusive of GST as applicable after referring the attached GST Notification.
- b. Any sales or other taxes/duties should be clearly mentioned, which will be payable on the goods in India if the contract is awarded.
- c. Charges for inland transportation, insurance and other local costs incidental to delivery of goods to their final destination should be mentioned.
- d. Any element of cost, taxes, duties levies etc. not specifically indicated in the online bid, shall not be paid by the purchaser. **If GST amount is not quoted in the BOQ (Financial Bid) the total**

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cost will be treated as inclusive of GST. No further communication will be entertained later or else the EMD will be forfeited.

II For goods offered from abroad

- a) The price of goods shall be quoted in Ex-Works/FCA/CIP and the same should be mentioned in terms & conditions of the firm.
- b) Charges for inland transportation, insurance and other local costs incidental to delivery of the goods from the port of entry in India to their final destination should be specified.
- c) The terms FOB, CIF, CIP etc. shall be governed by the rules and regulations prescribed in the current edition of INCOTERMS, published by the Chamber of Commerce, Paris.
- d) Prices quoted by the bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account, unless otherwise specified in the Schedule of Requirements.

III. Bid currencies

- a. For domestic goods prices shall be quoted in Indian rupees only. Commission for Indian Agent, if payable, shall also be quoted in Indian Rupees only.
- b. For imported goods prices shall be quoted either in Indian rupees or may be quoted in foreign currency and the portion of the allied work and services, which are to be undertaken in India (like installation & commissioning of software) are to be quoted in Indian currency.

IV. Indian Agent

- a) If a foreign bidder has engaged an agent in India in connection with its online bid it will be required to give the following information in the online bid:
 - i) *Name and address of the Indian agent with their permanent income tax number.*
 - ii) *Details of the services the agent will render*
 - iii) *Agency commission shall be indicated in the space provided for in the price schedule and will be paid to the bidder's agent in Indian rupees*

V. Period of validity of online bids: Online Bids shall remain valid for acceptance for **180 days** after the date of bid submission.

Proof of EMD submission must be attached to the Techno-Commercial Bid Only and NOT to the Price Bid. Bids received without EMD will be rejected.

Note – Non-compliance of the above may disqualify your offer for consideration.


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CHAPTER- 5
GENERAL TERMS AND CONDITIONS

1. **Delivery of Tender: Single- Bid through Online Mode.** IIT Indore reserves the right to ignore any tender who fails to comply with the above instructions without giving any notice.

Bidder: Tenders are invited only from **Original Software Manufacturers** OR their **authorized distributors/dealers**, Vendors are requested to **attach proof** to show that they are the authorized dealers of the brand that they are quoting for the manufacturers of the product.

Bids of internationally recognized brand from authorized dealers only will be accepted. Tender Documents will also be available on institute website: http://www.iiti.ac.in/tender_mms.php.

2. **Bid Security (EMD):** Earnest Money Deposit (EMD / Bid Security (BS) has to be submitted by bidders except those who are registered with:-

- (i) **Micro and Small Enterprises (MSEs)**
- (ii) **Central Purchase Organization (CPO)**
- (iii) **Concerned Ministry / Department.**
- (iv) **Startups as recognized by Department of Industrial Policy & Promotion (DIPP).**

- In such case, copy of the certificate showing registration with the abovementioned institutions to be uploaded in Cover-I of the e-tender in PDF format.
- In case the unit is not covered as above, the EMD should be submitted online via <https://www.onlinesbi.com/sbicollect/icollecthome.htm> and the payment reference should be attached in PDF with Cover I.
- The EMD will be returned to the unsuccessful bidders after the orders are placed with the successful bidder.
- The EMD will be forfeited if the bidder fails to accept the order based on his/her offer/bid or fails to supply the items.
- No interest will be payable by the Purchaser on the Earnest Money Deposit. **The earnest money of all the unsuccessful tenderers will be returned to them after finalization of order or immediately after completion of validity of the bid.** The Earnest Money of successful bidder shall be returned on receipt of Performance Security. If the successful bidder fails to furnish the performance security or fails to supply the item as per Purchase Order (PO) terms and conditions within stipulated period, the earnest money shall be liable to be forfeited by IIT Indore

2. **Period for which the offer will remain opened:**

- a. Firms tendering should note the period for which it is desired that their offers should remain open for acceptance.
- b. Quotations qualified by such vague and indefinite expressions such as "subject to immediate acceptance", "subject to prior sale", etc. will not be considered.

3. **Concession/Exemptions:** IIT-I being an academic institute is entitled for availing Customs Duty exemptions in terms of Notfn. No. 51/96 dated 23.07.1996, Notfn. No. 28/2003- Customs dt. 01/03/2003, Notfn. No.43/2017- Customs dt. 30/06/2017 & notfn. No. 47/2017- Integrated Tax (Rate) dt. 14/11/2017, Notfn. No. 10/2018- Integrated Tax (Rate) dt.25/0/2018 and Notfn. No. 45/2017-Central Tax (rate) dt. 14/11/2017, Notfn. No. 45/2017-Union Territory Tax (Rate) dt. 25/01/2018 as amended from time to time. **Presently this is valid till 31.08.2021** vide Order No. TU/V/RG-CDE(1145)/2016 Dt.28/02/2018 issued from DSIR-Min. of Sc.& Tech; Govt. of India. **Please state clearly that this Certificate is required.**


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4. **Opening of Tenders:** Online tender opening as specified in schedule of requirement. The received bid will be opened online, and it will be evaluated by a technical committee which will decide the suitability as per our specification and requirement. The financial offer/bid will be opened only for the offer/bid which submits all the required necessary documents and verified by the technical committee as technically qualified bidder as per Tender.
- a) **Award Criteria:** *The Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive, technically qualified and has been determined to be the lowest responsive evaluated bid.*
- b) **Purchaser's Right to vary Quantities at Time of Award:** *The Purchaser reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the tender without any change in unit price or other terms and conditions. The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract.*
- c) **Notification of Award:** *Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or e-mail that the bid has been accepted by way of a Purchase Order.*
5. **Place of Delivery & Schedule:** IIT Indore, SIMROL, Khandwa Road, Indore – 453552 and should be delivered within schedule.
6. **Proprietary Article Certificate :** A Proprietary Article Certificate, if required may please be submitted along with the bid.
7. **Insurance:** The date of delivery should be strictly adhered to failing which the purchase order is liable to be cancelled. Penalty may be imposed as per P.O. terms & conditions. Goods should be securely, safely and adequately packed & dispatched and delivered at the risk of supplier. In case of damage consignment the same should be replaced without any cost to the Buyer and the supplier can collect the damaged consignment after satisfactory replacement.
8. **Inspection:** Before dispatch the materials, the Vendor will give sufficient advance notice of the date in writing on which the goods will be ready for inspection. The Vendor also shall provide the purchaser all necessary facilities for pre-dispatch inspection. If due to any reasons, it is not possible on the part of the purchaser to visit the plant/site of the Vendor for inspection of the items, the Vendor shall share the detailed schematic diagram, pictures of item and the details as required by the IITI.
9. **Right of Acceptance:** This office does not pledge itself and reserves to itself the right of accepting the whole or any part of the tender or portion of the quantity offered and the firm shall supply the same at the rate quoted. The firm shall be at liberty to tender for the whole or any portion or to state in the tender that the rate quoted shall apply only if the entire quantity is taken from the firm.
10. Items supplied are subject to inspection and acceptance and the supplier should collect/ replace the rejected items at his cost and risk.
11. **Specification and Make:** Quotation should be given for the exact specification and make as shown in the enquiry against Sl. No. of the item. If in the view of the supplier there is any other alternative item which can serve out purpose, quotation may also be given for the same separately. Client list along with the order copy of similar software supplied to any IITs / any Govt. Organization including detail of price & all charges must be attached. In the case of items quoted having specifications different than those mentioned in the enclosed Tender format, kindly submit the information and the prices in the same format but on additional Sheet.
12. **Proof of Registration OR OEM Certificate/ Sole Distributorship Certificate MUST be attached.**
13. **No correspondence/discussion/visits whatsoever will be entertained on the subject unless specifically called by this office after opening the tenders for technical discussions/ price negotiations. Any violation of this will render the quotations invalid and the firm is liable to be blacklisted.**

14. IITI reserves the right to call for techno-commercial/price negotiations. The company should depute competent representative for such discussion/negotiations whenever called for and he shall be competent to take on the spot decisions.
15. IITI does not bind itself to accept the lowest or any tender and may cancel / withdraw the tender without assigning any reason and no claim whatsoever, for any reason arising out of such action, will be entertained by IITI.
16. **Liquidated Damages:** - As Time is the essence of an order, the date of delivery should be strictly adhered to, otherwise the delivery in full or in part may not be accepted and penalty for late delivery will be imposed @ 0.5% (Half Percent) per week subject to a maximum of 10% of the total value of supply order & beyond 10% subject to approval of IITI. In case of delay in installation and Commissioning, Inspection, Certification etc. also the same rate of penalty shall be leviable.
17. **Force Majeure:** Neither the contractor nor the institute shall be liable to the other, for any delay in or failure of their respective obligations under this control caused by occurrences beyond the control of either party because of fire, floods, acts of God, acts of public enemy, wars, riots, strikes, lockouts, sabotage any law statute or ordinance order actions or regulations of the Government or any compliance there is similar to the above. Either party shall promptly notify the other of his commencement and cessation of such contingency and prove that such is beyond the controls and effects the implementation of this contract adversely.
18. The firm may give any of their commercial term, if required, in their techno-commercial offer only, and price quotation should contain only price.
19. Please inform the IITI in writing whether the owner of the firm or any of their partners/employees has close relations working with IIT Indore. This is for record only.
20. IITI reserves the right to modify/alter/insertion or deletion on any part of the tender document to ensure fulfillment of its material & service requirement at any stage.
21. The instructions about bidding given in this advertisement and the Tender Documents should be read thoroughly before bidding. IIT Indore reserves the right to accept or reject any or all quotations at any stage without assigning any reason whatsoever it may be.
22. **Cancellation:** IIT- Indore reserves the right to accept or reject or cancel any or all enquiries or quotations at any stage without assigning any reason thereof. In case of cancellation of order due to Non-compliance of the Terms and Conditions and Breach of the Contract, No compensation will be paid towards progress of order/procurement.
23. **Governing Law:** The order placed will be contract between the supplier and the buyer and shall be governed by the LAWS of India and under the contract shall be taken by the parties only in Indore, India to competent jurisdiction.
24. For any dispute, the place of jurisdiction shall be Indore, India only.

CHAPTER- 6 **TECHNICAL BID**

(Bidder should submit compliance matrix along with Technical Bid)

Item details and technical specification as mentioned below:

ITEM: STADD Software Subscription:

Sl. No.	Specifications	Details	Qty	Compliance Yes/No	Deviations, if any
1	Annual Maintenance Contract (AMC)	1. Onsite visit: Onsite visit of Service Engineer within two weeks of release of Purchase Order for i. Installation of latest Solaris Operation System in the Server (Server Serial number: AK-001-26292); ii. Installation of open source FORTRAN, C and C++ compiler iii. Resolving any hardware issues in the server. 2. Oracle premium support i. 2.1. Coverage for system hardware, integrated software (such as firmware), and software ii. 2.2. Support and updates for the following system software: Oracle Solaris, Oracle Linux, and Oracle VM—all included iii. Unlimited, 24/7 access to Oracle system specialists 3. Essential product updates: The service includes updates for integrated software (such as firmware) and covered software. That means access to critical security patches, bug fixes, feature enhancements, and even any new releases that become available while you maintain active support coverage 4. Rapid-response hardware	01		

		service. Service engineers are to respond 24 hours a day, 365 days a year in case hardware service is required. Quickly troubleshoot and resolve system issues.			
8	AMC period required for two years.				
9	PAC : Proprietary Article Certificate is to be attached from OEM, if required.				
10	<u>Supply/Delivery</u> <u>Educational institutes</u> :The clientage report shall include at least 03 Educational institutes such as IITs or any other CFTIs funded by GOI in last 03 years. <u>Research Institutes</u> : At least 03 research labs such as CSIR/ICAR/ICMS/DRDO/DAE/DOS institutes in last 03 years.				
11	TDS : Tax Deduction at source is applicable as per GOI rules.				

The bidder should submit his acceptance against each column as YES/NO and if No, bidder should specify the deviation.

(Signature of the Bidder, with Official Seal)

CONDITIONS FOR TECHNO-COMMERCIAL BIDS

TECHNICAL

1. AMC contract service order will be issued initially for two years and as per mutual consent can be extended subject to satisfactory services. In case scope of work /specifications offered are different, separate comparative technical specifications sheet shall be attached with details such as Sl.NO, specifications offered deviations if any, and remarks. Any product brief, test certificates available may be enclosed.
2. List of spares, if applicable should be attached.
3. Any optional, if offered, be provided with their full technical details including their use and advantage.

COMMERCIAL

1. **Payment** will be released through wire transfer/bank RTGS transfer on quarterly basis and on submission of invoice duly certified by the user. The payment will be released after statutory deductions. For the payment, the firm has to submit bill(s), challans(s), work completion report, bank details/cancelled cheque, performance bank guarantee (if required) etc. to the In charge MM, IIT Indore. The payment will be released within 30 days after receiving of the bills as mentioned above and from the date of received, as per service order.
2. Delivery desired is within 01 **Week** from the date of releasing the supply order. Specify your delivery period. Items should be delivered only on Working Days (Monday to Friday) during office Hours only i.e. between 10.00am to 04.00pm.
3. In case of delayed supplies, liquidated damages at the rate of **0.5 percent per week** of delay with a maximum of **10 percent** of contract/order value will be levied.
4. The firm has to submit a **performance security** of 10% of the total order value to be submitted from an Indian Scheduled Bank before release of final payment and after successful installation and commissioning of the software in the form bank guarantee valid for 2 months beyond the warranty period. No interest will be payable by the Purchaser on the Performance Security deposited. In case supplier fails to provide satisfactory after sale service within the warranty period, the Performance Security submitted by the firm is liable to be forfeited. RBG format.

(Signature)
In-Charge
Material Management Section (MMS)
IIT INDORE

5. **Delivery: Free delivery at IIT Indore in case of indigenous orders.** In case of imported offers standard Incoterms shall be applicable. The bidders must quote both in EXWORK/FOB/FCA and CIP/CIF value for deciding the mode of shipment in case of Import.
6. Indicate mode of dispatch. Rail/Road/ Air/ Sea/Multimode.
7. In case software offered requires maintenance after the expiry of the warranty, please indicate approximate cost of comprehensive and on call basis maintenance and also availability of local support or otherwise.
8. Please note clearly that faxed, mailed and opened quotations are liable to be rejected.

(Signature of the Bidder, with Official Seal)

CHAPTER- 7**PRICE BID****PRICE BID - Schedule of price bid in the form of BOQ format:**

1. The below mentioned Financial Proposal/Commercial bid format is provided as BoQ along with this tender document at <https://eprocure.gov.in/eprocure/app>
2. **Bidders are advised to download this BoQ.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid.**
3. **Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD shall be forfeited.**
4. **Any element of cost, taxes, duties levies etc. not specifically indicated in the BOQ, shall not be paid by the purchaser. If GST amount is not quoted in the BOQ (Financial Bid), the total cost will be treated as inclusive of GST. No further communication will be entertained later or else the EMD will be forfeited.**
5. The tender shall remain valid for acceptance for 180 days, from the date of tender opening.

OTHER CONDITIONS FOR PRICE BIDS

1. No unilateral revision in price will be admissible.
2. INCOTERMS (in case of imported item) should be clearly mentioned on the bid
3. Rates should be quoted in the accounting units (A/U) mentioned in this tender. Rates must be quoted clearly on free delivery basis at IIT Indore and total value is also indicated in words.
4. Any optional indicated in techno-commercial bids must be priced separately.
5. In case spares/accessories are applicable, their list and price should be clearly indicated separately.
6. The price must be stated for each item separately. The percentage of reduction, in the unit price should also be quoted, should an order to that extent be placed with you.

Signature of the Tenderer

Name of the Firm:

Contact No.:

Email:

Seal:


In-Charge
Material Management Section (MMS)
IIT INDORE

CHAPTER- 8

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

To, _____

Sub: Acceptance of Terms & Conditions of Tender. Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: _____ as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organizations too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I / We do hereby declare that we have quoted our firm rates inclusive of taxes if not mentioned extra.
7. I/We agree to hold this offer open until **180 days** and shall be bound to supply/commission/install the software and dispatch the same within the specified period.
8. I/We agree to supply and commission/install the software and complete the whole of the work and hand over to the purchaser within the stipulated period, after receipt of intimation regarding acceptance of this tender/receipt of supply/service order.
9. **I/We agree that in case if we fail to deliver the goods/complete the work within the specified period, then institute shall be liable to claim liquidated damages from me/us by invoking EMD.**
10. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

CHAPTER- 9**PERFORMANCE SECURITY FORMAT**

To,

.....
WHEREAS (name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no. dated to supply (description of goods and services) (herein after called "the contract").

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 commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with 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 undertake to pay you, 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 further undertake to pay the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the supplier(s)/vendor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the supplier(s)/vendor(s) shall have no claim against us for making such payment.

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.

This guarantee shall be valid until the day of, 20.....

(Signature of the authorized officer of the Bank)

Name and designation of the officer

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

Phone No., Fax No. & e-mail id.

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