

भारतीय सूचना प्रौद्योगिकी संस्थान, लखनऊ

(संसदीय अधिनियम द्वारा अधिकृत राष्ट्रीय महत्व का संस्थान)

Indian Institute of Information Technology, Lucknow

(An Institute of National Importance by Act of Parliament, Under PPP Mode)

Tender No.: IIITL/TENDER /PCs/2019

Date: 18/08/2019

Notice Inviting Tender for Supply, Installation, Commissioning and Support of Desktop PCs at IIIT-Lucknow

(Two Bid System)

IIIT Lucknow invites Sealed tender under Two Bid Systems (Technical & Financial) for award of Supply, Installation, Commissioning and Support of Desktop PCs at IIIT-Lucknow. Tenders are invited from experienced and registered OEM (or their 'authorized' dealers by submitting letters/certificates, in original, from the manufacturers that they have been authorized to quote in response to this NIT).

Tenders should be submitted in the prescribed proforma with the Tender Processing Fee and Earnest Money Deposit in the form of Demand Draft.

Prospective Bidders are requested to submit the bids by speed post/courier with complete details of specifications, terms & conditions, warranty/ guarantee etc. Bids should be in two separate sealed envelopes super scribed as "Technical Bid and Commercial Bid" respectively and placed in a single envelope with name of the tender, ref. number and closing date superscripted on the top of the envelope addressed to the **Deputy Registrar, IIIT-Lucknow, Chak Ganjaria (C.G City), Lucknow** upto 09/09/2019 till 11:00 A.M. The detailed tender document is available on the Central Public Procurement Portal (CPPP) <https://eprocure.gov.in/epublish/app> and Institute Website <https://www.iiitl.ac.in/tenders>

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| 1. | Place of Work/ Service Provision | IIIT-Lucknow Campus, Chak Ganjaria (C.G City), Lucknow -226002. |
| 2. | Tender Processing Fee | Tender Processing Fee of Rs. 2360 (Two Thousand Three Hundred Sixty Only inclusive of GST @ 18%) is non refundable and shall be submitted in the form of Demand Draft issued by a Nationalized/Scheduled Bank, favoring "IIIT Lucknow, General Account" payable at "Lucknow". |
| 3. | Earnest Money | Earnest Money Deposit (EMD) of Rs. 1,15,000/- (Rupees One Lac Fifteen Thousand Only) is refundable and shall be submitted in the form of Demand Draft issued by a Nationalized/Scheduled Bank, favoring "IIIT Lucknow, General Account" payable at "Lucknow" or FDR/Bank Guarantee in the favour of IIIT Lucknow. (Those bidders who are registered under NSIC/MSME are exempted from submission of EMD). |
| Both the Demand Drafts i.e. Tender Processing Fee and E.M.D. shall be put in a separate sealed envelope super scribed as Tender Processing Fee and E.M.D. and put in the envelope containing Technical Bid. Bids submitted without Tender Processing Fee and E. M. D. are liable to be rejected. | | |

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| Address of Bid Submission | | Deputy Registrar, IIT-Lucknow Chak Ganjaria (C.G City), Lucknow -226002 U.P. India |
| 4. | Starting Date & Time of Bid Submission | 19/08/2019 after 09:00 A.M. |
| 5. | Pre-Bid Meeting Date | 28/08/2019 at 12:30 P.M. |
| 7. | Closing Date & Time of Bid submission | 09/09/2019 till 11:00 A.M. (Bids submitted after this time shall be declared as late and hence rejected) |
| 8. | Date & Time of Technical Bid opening | 09/ 09/2019 at 12:30 P.M |
| 9. | Venue of Technical Bid Opening | IIT Lucknow, Chak Ganjaria (C.G City), Lucknow-226002 |
| 10. | Estimated tender value | Rs.57.50 Lakhs approx. |
| 12. | Schedule of Opening of Price/Financial Bids | Schedule for opening of Price/Financial Bid will be notified only to the bidders qualifying the Technical Bid. Presence of the bidder or his/her authorized representative at the time of opening of the Price/Financial bid is highly preferable. |

The technical bid received in prescribed proforma will be opened in the presence of the bidders, or authorized representatives interested to be present, on 09/09/2019 at 12:30 P.M. The Financial bids of only eligible and technically qualified bidders will be opened after evaluation by the Technical Committee. Basic rate, taxes and other charges etc. must be quoted separately. Considering the urgency of the work, no requests for extending the deadline shall be considered.

sd/-
Deputy Registrar
IIT Lucknow

भारतीय सूचना प्रौद्योगिकी संस्थान, लखनऊ
(संसदीय अधिनियम द्वारा अधिकृत राष्ट्रीय महत्व का संस्थान)
Indian Institute of Information Technology, Lucknow
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Tender No.: IIITL/TENDER /PCs/2019

Date: 18/08/2019

A. GENERAL DIRECTIONS TO BIDDERS

1. Tender document should be submitted in sealed tamper proof cover super-scribed with the name of the work i.e. **“Tender for Supply, Installation, Commissioning and Support of Desktop PCs at IIIT-Lucknow”**. All pages of tender documents, conditions, corrigendum if any and drawings etc. shall bear the signature of the bidder at the lower right-hand corner. The tender document should bear the full signature of the bidder or if the bidder is partnership firm, then tender should bear the full signature of all the partners or the signature of the person holding power of attorney on behalf of the such bidder and in case the bidder is a Pvt. Ltd. or Public Ltd., Co. by any competent/ authorized person duly authorized by an official not below the rank of Director or Chief Executive or the Board. Any corrigendum or addendum will also form the part of the tender document and will have to be submitted by the bidder along with the tender document.
2. In case any clarification is required, the bidder may send the same by email to brijesh@iiitl.ac.in. No Query/ Clarification shall be entertained from the prospective bidders after the pre-bid meeting. In any case, the bidder will be responsible to bind himself to the terms & conditions, corrigendum (if any), and specifications of the tender document once submitted by him.
3. The Bidders are required to submit two separate Bids i.e. – Technical bid and Price bid, as per prescribed proforma. The two Bids should be submitted in two separately sealed envelopes super scribed **“Technical Bid for Supply, Installation, Commissioning and Support of Desktop PCs at IIIT-Lucknow”** and **“Financial Bid for Supply, Installation, Commissioning and Support of Desktop PCs at IIIT-Lucknow”**. Both the above said sealed envelopes should be put in a third envelope sealed and super scribed **“Tender for Supply, Installation, Commissioning and Support of Desktop PCs at IIIT-Lucknow”**.
4. The Technical bid envelop shall inter-alia include the all the documents as per tender document
5. The second envelope containing "Financial bid" shall contain only the price bid as per tender document.
6. The Financial Bid Envelop will be opened only for those bidders who have qualified upon evaluation of their technical bids. The Financial Bids of those bidders who have not qualified upon evaluation of technical bid will not be returned. Tenders submitted without EMD or which does not contain requisite documents, will be summarily rejected.
7. The bidder should write the rates of all the items mentioned in the bill of quantities in figures as well as in words. The amount for each items and the total bid amount should be worked out. In case of arithmetic mistakes in calculations of amounts and total, the rates of individual items will be considered as final. In case of discrepancies between the rates written in words and rates written in figures, the rates written in words will be considered as final.
8. IIIT LUCKNOW reserves the right to accept or reject the tender if the bidder fails to submit the documents as per Tender.
9. The interested bidders who are otherwise eligible and are declared technically qualified by the technical evaluation committee shall be required to place a demo system for display and testing before the committee.

9. Performance Bank Guarantee

- a. The Service Provider shall be required to furnish a Performance Bank Guarantee (P.B.G.) within 15 days for the date of issue of LOI/work order for an amount equal to 10% of order value which shall include all applicable taxes and duties in the office of Deputy Registrar, Chak Ganjaria (C.G City), Lucknow-226002 on or before 15 days from the date of issue of order acknowledgement. The performance guarantee bond to be furnished in the form of Bank Guarantee as per **Appendix-II** of the tender documents, for an amount as mentioned in the tender document.
 - b. If the bidder fails to submit the PBG to IIIT LUCKNOW within the stipulated time, IIIT LUCKNOW shall without prejudice to any other right or remedy be at a liberty to forfeit the Earnest Money deposited by such person absolutely or may, at its sole discretion, treat the bidder as having lost his eligibility for the award of the contract.
 - c. The Performance Guarantee should be established in favour of “IIIT Lucknow” payable at Lucknow.
 - d. Performance Guarantee Bond shall be for the due and faithful performance of the contract and shall remain binding, notwithstanding such variations, alterations for extensions of time as may be made, given, conceded or agreed to between the successful bidder and the purchaser under the terms and conditions of acceptance to tender.
 - e. The successful bidder is entirely responsible for due performance of the contract in all respects according to the speed, intent and meaning of the terms and conditions and specification and all other documents referred to in the acceptance of tender.
 - f. The Performance Security as furnished by the Service Provider shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the Service Provider under the agreement to be executed by and between the Institute and the Service Provider.
 - g. The proceeds of the PBG shall be payable to the IIIT LUCKNOW as compensation for any loss(es) incurred by IIIT LUCKNOW resulting from the failure of the Bidder to meet out its obligations under the Contract. This shall be in addition to any other action/penalty taken by IIIT LUCKNOW for delays/default/failure on the part of the Bidder
 - h. No interest will be allowed on the PBG/EMD.
- 10.** The Price bids shall be inclusive of all applicable taxes, charges, incidental expenses and all other taxes and charges as may be applicable and are to be paid by the contractor for satisfactory completion of work and any claim for any extra payment on any such occasion shall not be entertained. It is explicitly made clear that even if the prices of material/labour goes up or for any reason the cost of the project work increases, the Institute shall not be liable to pay any additional sum to the contractor. All statutory payments of Govt. duties have to be borne by the contractor.
- 11.** Under no circumstances contractor will be entitled to claim enhanced rates for any item in this contract.

12. Deductions on account of Income tax, GST as applicable from time to time will be made from all bills whether running or final and certificate of deductions will be given to the contractor.
13. The entire work shall be carried out under the supervision of the staff/person employed/deputed by IIIT LUCKNOW.
14. The bid for the work shall remain valid for a period of 120 days from the date of opening of tender. The Institute shall without prejudice to any other right or remedy, be at liberty to forfeit the EMD / Performance Bank Guarantee, if any bidder/contractor:
 - (i) Withdraws his offer before the aforesaid validity period, 'or'
 - (ii) Makes any modification in the terms and conditions of the tender, 'or'
 - (iii) Fails to commence the work within prescribed time, 'or'
 - (iv) Abandons the work before its completion.
15. The IIIT LUCKNOW reserves the right to reject any or all the tenders without assigning any reason thereof and it is not binding on IIIT LUCKNOW to accept the lowest bid or any other bid.

16. General Conditions

- a. The Bid submitted will be evaluated based on the details of technical qualifications submitted by them under **Cover I** in the prescribed formats to ascertain whether the bidder is technically qualified. The **Cover II** (Price Bid) of only those firms who technically qualified under **Cover I** will be opened.
- b. The Bids should be signed in all pages only by the duly authorized signatory (ies) of the entity. The person(s) authorized to sign the tender shall sign on all the pages of the tender and other documents which are required to be submitted.
- c. The Bidder should submit a written power of attorney authorizing the signatory of the bidder to commit the tender if required.
- d. The bidder should furnish all details in the prescribed Proforma and as per the requirements set out in the tender documents under **Cover I**. Bids and tender documents should be complete in all respects and any incomplete tenders will be rejected.

17. One Tender per Bidder

The Bidder who submits more than one tender will be disqualified.

18. Cost of Tendering

The bidder shall bear all costs associated with the preparation and submission of his tender and the IIIT LUCKNOW will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

19. Content of Tender Documents

The tender documents contain the schedules stated below, and should be read in conjunction with any Addenda / Amendments published on the Institute Website/CPPP.

- a.** Technical Bid
- b.** Price Bid

The bidder shall examine carefully the contents of the tender documents. Failure to comply with the requirements of tender submission will render the tender liable for rejection. Tenders, which are not responsive to the requirements of the tender conditions, will be rejected.

20. Clarification of Tender Documents

A bidder requiring any clarification regarding the tender documents may notify in writing to the address mentioned in the tender or E-Mail to brijesh@iiitl.ac.in. IIIT LUCKNOW will not respond to any request for clarification after the date of Pre-Bid Meeting i.e. 28.08.2019

21. Amendment to Tender Documents

- a. At any time prior to the deadline for submission of tenders, the IIIT LUCKNOW may, for any reason, whether on its own initiative or in response to a clarification by a prospective bidder, modify the tender documents by issuing addenda.
- b. Any amendments thus issued will be hosted on the website up to Five days prior to the dates specified for submission of the bids. All the bidders who have downloaded the Bid Document shall verify if any such amendment /modifications have been issued before submitting their bid and shall take cognizance of and include such amendment(s) in their submission. In any case, the amendment(s) / modification(s) if any shall be binding on the Bidder. No separate notice / intimation of amendments/modifications will be sent to those who have downloaded the document from the web.
- c. If any addendum is issued, reasonable time will be given to bidder to take addendum into account in preparing their tenders, and if required, the IIIT LUCKNOW may extend the deadline for submission of tenders.

22. Preparations and Submission of Tenders

a. Language of Tender

The tender, and all correspondence and documents, related to the tender, exchange between the bidder and the IIIT LUCKNOW shall be written in the English language only. If the bidder along with their offer furnish any printed literature written in any other language, such documents shall be supplemented with their English translation also. For the purpose of interpretation of the tender, the contents in the English translation version alone shall govern.

b. Documents comprising the Tender

The tender submitted by the Bidder shall comprise the following:

Cover I (Technical Bid)

- i. Tender Processing Fee
- ii. Earnest Money Deposit
- iii. Declaration (Appendix-I)
- iv. Format for performance bank guarantee (PBG) (Appendix-II)
- v. Financial Information (Appendix-III)
- vi. Undertaking by the Bidder (Appendix-III)
- vii. Details of all works of similar nature completed during the last three years ending 31st march 2019 (Appendix-IV)
- viii. Affidavit (Appendix-V)
- ix. Acceptance of Support Terms (Appendix-VI)
- x. Manufacturing facility /brand should be ISO 9001:2008, ISO 14001:2004 & ISO/IEC 27001:2013 Certified (Enclose a copy of valid certificate)
- xi. All other documents in support of meeting the eligibility criteria.

The **Cover-I** shall be addressed to “The Deputy Registrar, Indian Institute of Information Technology Lucknow, Chak Ganjaria(C.G City), Lucknow- 226002 duly indicating the name of Service as “**Tender for Supply, Installation, Commissioning and Support of Desktop PCs at IIIT-Lucknow**” – **COVER- I** and sealed properly. Names and Addresses of the bidder shall also be written on the cover.

Cover II (Price Bid)

- a) The **Cover II** shall only contain the Price Bid duly filled in, signed and sealed.
- b) The **Cover II** shall also be addressed to “The Deputy Registrar, Indian Institute of Information Technology Lucknow, Chak Ganjaria(C.G City), Lucknow- 226002 duly indicating the name of Service as “**Tender for Supply, Installation, Commissioning and Support of Desktop PCs at IIIT-Lucknow**” – **COVER-II** and sealed properly. Names and Addresses of the bidder shall also be written on the cover.

Main Cover

Both the **“Cover I” and “Cover II”** shall be placed inside the main cover, which shall be addressed to “The Deputy Registrar, Indian Institute of Information Technology Lucknow, Chak Ganjaria(C.G City), Lucknow- 226002 duly indicating the name as **“Tender for Supply, Installation, Commissioning and Support of Desktop PCs at IIIT-Lucknow”** and sealed properly.

23. Conditions stipulated by the bidder

The bidder shall note that no alternative or counter or qualifying tender conditions by the bidder will be acceptable. Tenders containing any qualifying conditions or even bidder's clarifications in any form will be treated as non-responsive and will run the risk of rejection.

24. Filling up of forms, completeness and mode of submission of tender

- a. Tenders must be sent in a sealed cover superscripted **“Tender for Supply, Installation, Commissioning and Support of Desktop PCs at IIIT-Lucknow”** and addressed to “The Deputy Registrar, Indian Institute of Information Technology Lucknow, Chak Ganjaria(C.G City), Lucknow- 226002 so as to reach the office of the Deputy Registrar at IIIT LUCKNOW **not later than 11:00 A.M on 09.09.2019 by speed post/Courier.**
- b. The bidder shall submit all such documents required to be returned as per tender duly filled in along with their covering letters, data and other information so that the tender is complete in all respects.
- c. The tender shall be filled and signed only by the authorized individual/ firm/corporation.
- d. The Bill of Quantities and Rates shall be filled in either typed or written in indelible ink and shall be signed by the person or persons duly authorized to sign on behalf of the bidder.
- e. Bids sent by telex, fax and email shall not be accepted.

25. Deadline for submission of tender

- a. Tenders must reach the Deputy Registrar’s Office, Indian Institute of Information Technology Lucknow, Chak Ganjaria (C.G City), Lucknow- 226002 **not later than 11:00 A.M on 09.09.2019.**
- b. The IIIT LUCKNOW may, at its sole discretion extend the deadline for submission of tenders by issuing an addendum, in which case all the rights and obligations of the Employer and the bidder previously subject to the original deadline will thereafter be subject to the new deadline as extended.

26. Late Tenders

Any tender received by the Deputy Registrar’s Office, IIIT LUCKNOW after the deadline for submission of tenders will be rejected.

27. Tender Prices

- a. The contract shall be for the whole Services or for individual component or components as may be decided by IIIT LUCKNOW based on the unit rates and prices quoted by the bidder in Bill of quantities.

- b. Items against which no rate or price is entered by the bidder will not be paid for and when executed, such items, shall be deemed to have been covered by the other rates and prices in the Bill of quantities. Tender price covers contractor's all obligations mentioned in or to be reasonably inferred from the tender document in respect of the supply of Desktop PCs at IIIT LUCKNOW. This includes all the liabilities of the contractor and all kinds of taxes etc. which should be clearly stated by the contractor.

28. Tender Validity

- a. Tenders shall remain valid for the period of **120 days** from the last date for submission of tender.
- b. In exceptional circumstances, prior to the expiry of the original tender validity period, the IIIT LUCKNOW may request the bidder to extend the period of validity for a specified additional period. The request and the response thereof shall be made in writing by email or post. A bidder agreeing to the request will not be required or permitted to modify his tender but will be required to extend the validity of his tender for the period of extension. In case a bidder is not agreeing to the request of the IIIT LUCKNOW for extension of validity of the tender, then his tender will not be processed further and the portions of his tender which have not been opened will be returned to them unopened as the case may be. The EMD paid by them will also be refunded to them as in the case of other unsuccessful bidder.

27. Earnest Money Deposit (EMD)

- a. Each tender should be accompanied by an Earnest Money Deposit (EMD) amounting to **Rs. 115000/- (Rupees One Lac Fifteen Thousand Only)** which shall be in the form of Demand draft payable at Lucknow from any Nationalized Bank drawn in favour of **"IIIT Lucknow, General Account"**, Payable at Lucknow **or FDR/Bank Guarantee in the favour of IIIT Lucknow. (Those bidders who are registered under NSIC/MSME are exempted from submission of EMD).**
- b. The Demand Draft/FDR/Bank Guarantee should be enclosed with the tender and should not be sent separately.
- c. No other form of deposit towards Earnest Money shall be accepted.
- d. Tenders not accompanied by the Earnest Money Deposit in the manner prescribed by the IIIT Lucknow will be summarily rejected.

28. TENDER OPENING AND EVALUATION

- a. Tenders will be opened at the Deputy Registrar's Office, IIIT LUCKNOW **at 12:30 P.M on 09.09.2019** in the presence of the authorized representatives of all the bidders who have paid the EMD & Tender Processing Fee and are present at that time. Eligible bidder as above should send a letter of authorization containing the specimen signature (s) of their representative(s) who are deputed to be present at the time of opening of tenders. Representatives without the letter of authorization will not be permitted to witness the opening of the tender.
- b. The maximum number of representatives that a bidder can depute to witness the opening of the tender will be limited to one. The representative shall submit authorization letter authorizing him/her to attend the meeting, failing which he/she shall not be allowed.
- c. The bidder or authorized representatives who are present shall sign a register evidencing

their attendance. In the event of the specified date of tender opening being declared as a holiday for the IIIT LUCKNOW, the tender shall be opened at the appointed time and location on the next working day.

- d. On the day of opening, only the main covers and Cover I alone will be opened and read. Cover II will not be opened. The sealed cover II of all the bidder will be put in one cover and sealed in the presence of the bidder or their authorized representative who are present during the time of opening of Main cover. Cover –I offer of each bidder will be evaluated as per the eligibility criteria prescribed in the Tender Document. If the bidder fails to fulfill any one of the criteria as per tender, their Cover II shall not be opened.
- e. The information furnished by the bidder in Cover - I in the prescribed format supplied by IIIT Lucknow will form the basis for the evaluation. In exceptional cases IIIT Lucknow or its representative reserves the right to obtain the clarifications from any of the bidder without vitiating the tendering process. If, in the opinion of the IIIT LUCKNOW, the servicing method and schedule supplied in support of the tender do not meet the requirements of the specifications or date of completion of the services, the tender may be determined as non responsive and may be rejected by the IIIT LUCKNOW. The marks will be awarded during the evaluation of Cover-1 documents as per the criteria laid down in this tender document for evaluation of Technical Bids. After satisfying that all / or some of the bidder have attained the minimum qualifying criteria as per tender document, a suitable date and time for opening of the Cover II will be fixed and those bidders who are qualified will be intimated about the opening of Cover - II. At the time of opening, Cover - II will be opened in the presence of the representatives of the qualified bidder who choose to attend. The bidder's name, the tender prices, any discounts offered on the tender prices and such other details as the IIIT LUCKNOW may consider appropriate will be read out at the time of opening.
- f. After evaluating the price bids received under Cover II, the bidder who quoted the lowest (L-1) price, will be awarded the work.

29. Influencing Prohibited

Any effort by a bidder to influence the employer during the processing of tenders or award decision will result in the rejection of his / their bid offered.

30. Correction of Errors (in Price Bid)

The Bidder shall quote the rates both in figures as well as in words. The cost of the individual items shall also be worked out and mentioned in the financial bid (both in figures and words). On check if there are differences between the rates quoted by the contractor in words and figures or in amount serviced out by him, the following procedures shall be followed:

- a. When there is a difference between the rate in figures and in words, the rates, which correspond to, the amounts worked out by the bidder, for the individual items shall be taken as correct.
- b. In case the amount of an individual item is not mentioned by the bidder or it does not correspond with the rate written either in figures or in words, the rate quoted by the bidder in words shall be reckoned.
- c. In case the rate quoted by the bidder, both in figures and in words tallies but the amount is not worked out correctly, the total rate quoted by the bidder shall be taken as correct.

31. IIIT LUCKNOW right to accept any tender and to reject any or all tenders.

The IIIT LUCKNOW reserves the right to accept or reject any tender / all tenders, and to annul the tendering process, at any time prior to the award of contract, without thereby incurring any liability to the affected bidder or bidder or any obligation to inform the affected bidder or bidder of the grounds for IIIT LUCKNOW's action.

32. Refund of EMD

- a. The EMD will be refunded to all bidder other than the three lowest technically suitable bidder within one month from the date of opening of price bid (Cover - II). The EMD of the two bidders other than the bidder whose offer is accepted will be refunded within a period of one month after finalization of the award of contract.
- b. The EMD of the bidder who are not qualified under Cover-I will be returned within one month from the date of return of their unopened Cover-II.
- c. The EMD of the successful bidder will be refunded only after the submission of Performance Bank Guarantee.
- d. Where a person whose tender has been received on behalf of IIIT LUCKNOW intimates that they are withdrawing their tender before the validity period or makes any modification in the terms and conditions of the tender which are not acceptable to IIIT LUCKNOW (or) fail to furnish the PBG within the prescribed time, IIIT LUCKNOW shall without prejudice to any other right or remedy, be at liberty to forfeit the Earnest Money deposited by such person absolutely.
- e. No interest will be allowed on the Earnest Money from the date of its receipt until it is refunded.
- f. The cost of stamping the agreement must be borne by the successful bidder.
- g. The IIIT LUCKNOW does not bind himself to recommend the acceptance of the lowest or any tender or to assign any reason for non acceptance.

33. Commencement of the work

The work shall be deemed to have been commenced from the date on which the contractor takes over the site or the 7th day of instruction to start the work whichever is earlier and the period of contract is 12 Months from that date of commencement.

34. Contract Agreement

The bidder shall, if his tender is accepted, enter into and execute an agreement in the form prescribed when called upon to do so with such modifications as agreed upon prior to the date of acceptance of the tender and until the formal agreement is prepared and executed, this tender together with the written acceptance shall form a binding contract between the employer and the contractor and shall be the contract. All costs, charges and expenses including stamp duty in connection with the contract as well as preparation and completion of agreement

shall be borne by the contractor.

35. Jurisdiction

The jurisdiction of all suits/proceedings arising out of this contract, arbitration matters shall be subjected to the jurisdiction of Lucknow.

36. Bidder Eligibility

- a. The OEM should be among the listed companies in “IDC Asia/Pacific Quarterly Personal Computing Device Tracker, February 2019” in the “Top 3 Company Highlights” section.
- b. OEM should have a local presence by having sales/service centre in Lucknow.
- c. OEM can bid directly or through their authorised channel partner, authorising specifically for this tender. OEM’s tender specific authorisation to be enclosed with the technical bid. The authorised channel partner should have a local presence in Lucknow either by having a registered office or by posting a service engineer at IIIT Lucknow.
- d. OEM or channel partner should assign a single point of contact for attending to all hardware problems during warranty period by visiting the customer’s premise and arranging all spare parts within a maximum of 2 business days. In case of problems, IIIT Lucknow will contact this single point of contact. In no case shall IIIT Lucknow be required to log any complaints on IVR or open any ticket etc for support.
- e. Bidder should not be banned/ blacklisted by any government institution in previous years. Self-declaration by the bidder in this regard to be enclosed with technical bid. If it is found later that the information given is incorrect/false, then the bid is liable to be rejected.
- f. The OEM and /or authorised partner should be of positive net worth for the last three years.
- g. Bidder should submit the ink signed MAF (Tender specific) from the OEM.
- h. OEM Compliance.

IIIT, Lucknow reserves the right to accept or reject any or all the tenders without assigning any reasons thereof. Bidders should submit responsive bids, with proper details in compliance sheet. Any shortcoming/deviation should be pointed out in the compliance sheet. The technical committee reserves the right to consider bids with minor deviation, if it feels that the deviation does not affect in substantial way, the scope, quality or performance of the product.

- a. **Name of services/product:** Supply, Installation, Commissioning and Support of Desktop PCs at IIIT Lucknow.
- b. **Specifications: [Please enclose a compliance to all points in the technical bid].**
- c. Manufacturing facility /brand should be ISO 9001:2008, ISO 14001:2004 & ISO/IEC 27001:2013 Certified.

Note: We require total 115 Nos. Desktop PCs

Please specify make and model of the product proposed for desktop:

Proposed Specification for Desktop

| Specification | Specification Name | Values |
|------------------|---------------------------------------|---|
| Processor | Processor Make | Intel |
| | Processor Generation | 8th |
| | Processor | Intel® Core i7-8700 |
| Motherboard | Chipset | Intel Q370 |
| | Expansion Slots (PCIe x1) | 0 |
| | Expansion Slots (PCIe x4) | 1 |
| | Expansion Slots (PCIe x16) | 1 |
| Graphics | Graphics Type | Integrated |
| | Graphic Memory | N/A |
| Operating System | Operating System (Pre-Loaded) | Linux (Ubuntu latest) |
| RAM | Type of RAM | DDR4 |
| | RAM Size (GB) | 16GB |
| | RAM Expandability upto (GB) | 64 |
| | RAM Speed (MHz) | 2400 |
| Storage | Hard Disk (TB) | 1, 7200 RPM, SATA III 6 Gbps |
| Cabinet | Cabinet | Small Form Factor |
| | Cabinet Volume (Litres) | 9.0 |
| | Internal Bays | 1 |
| | External Bays (Number) | 1 |
| | DIMM Slots (Number) | 4 |
| Connectivity | Wireless | N/A |
| | Network Connectivity | 10/100/1000 on board integrated Gigabit Port |
| Ports | USB Port 2.0 (Number) | 4 |
| | USB Port 3.0 (Number) | 4 |
| | Serial Port | NA |
| | Parallel Port | NA |
| | VGA | |
| | HDMI | YES |
| Monitor | Display Port | TRUE |
| | Monitor Size (INCHES) | 21.5 |
| | Monitor Resolution (PIXELS) | 1920x1080 |
| | Monitor Certification | NA |
| Power | Power Supply (Watt) | 200 |
| | Minimum Power Efficiency (%) | 85 |
| Certification | ROHS Compliance | Yes |
| | BEE / Energy Star for the given Model | Energy Star 6.1 PCO and EPEAT Qualified |
| Input Devices | Mouse | Optical * (Same Make as PC) |
| | Keyboard | Standard * With Rupee Symbol (Same Make as PC) |
| Generic | Optical Drive | NA |
| | Internal Speaker | TRUE |

| | | |
|----------------------------|----------|---|
| | Warranty | 5 Years comprehensive onsite warranty from OEM |
| Compliance & Certification | | Latest TCO certification for the quoted Desktop & Monitor |

37. Terms and Conditions [Please enclose compliance to all points in the technical bid]:

- a. Validity of Quotation should be 120 Days
- b. Price Quoted should be for Delivery at Indian Institute of Information Technology Lucknow
- c. Delivery within four weeks from the date of purchase order.
- d. Payment Terms: 90% within 30 days from the date of Delivery, and 10% after satisfactory installation - Bank Details to be provided for NEFT Transfers on the letter head of the firm duly signed and scanned. Any request for change in banking details will be accepted only if the vendor provides an Indemnity Bond certified by the bank for the same.
- e. Price should be quoted exclusive of applicable taxes. However, details of all applicable taxes as on date of submission of the bid should be clearly mentioned separately. Financial bid should include the detailed price including cost of the product and taxes.

38. Final Decision Making Authority:

The decision of the Director, Indian Institute of Information Technology Lucknow will be binding on all bidders.

39. Disclaimer

- a. Information disclosed under and in accordance with the tender document will not constitute as an offer, also the acceptance of responses to this tender cannot be considered as a binding contract.
- b. Applicants are solely responsible for all expenses associated with responding to this tender.
- c. IIIT Lucknow reserves the right to annul the tender process at any time, without thereby incurring any liability to the affected bidders or specifying the grounds for the action.

40. Legal

1. If any dispute, difference, question of disagreement or matter, whatsoever, before or after completion or abandonment of work, hereafter arises between the parties, as to the meaning, operation or effect of the contract or out of or relating to the contract or breach thereof, the same shall be referred to a Sole Arbitrator to be appointed by the Director of the Institute at the time of dispute.
 - a. The venue of the arbitration shall be at Lucknow.
 - b. Subject to as aforesaid, the provisions of the Arbitration and Conciliation Act. 1996 and any statutory modifications or re-enactment thereof and rules made there-under and for the time being in force, shall apply to the arbitration proceedings under this clause.
2. The contract shall be governed by and construed according to the laws in force in India. The Parties shall hereby submit to the jurisdiction of the courts situated at Lucknow.

Appendix-1

DECLARATION

(1) I / We certify that all the particulars furnished above are true and correct and based on documentary evidence, and that I /we understand that if any of the above particulars is found to be false or misleading, our bid is liable to be summarily rejected at any stage and my /our company is liable to be blacklisted/debarred by IIIT LUCKNOW for at least 3 years.

Date:

Signature with Seal of Authorised Signatory

Place

(Appendix-II)

FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of One Hundred)

(TO BE ESTABLISHED THROUGH ANY OF THE NATIONALISED COMMERCIAL BANKS (WHETHER SITUATED AT LUCKNOW OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT LUCKNOW)

To,
The Deputy Registrar,
Indian Institute of Information Technology , Lucknow 226002

LETTER OF GUARANTEE

WHEREAS Indian Institute of Information Technology, Lucknow (Buyer) has invited tender vide Tender No. **IIITL/TENDER /PCs/2019 dated 18/08/2019 for Supply, Installation, Commissioning and Support of Desktop PCs at IIIT-Lucknow "** AND WHEREAS the said tender document requires that eligible successful bidder (seller)..... wishing to supply the Item(s) etc. in response thereto shall establish an irrevocable Performance Bank Guarantee in favour of "The Deputy Registrar, Indian Institute of Information Technology, Lucknow" in the form of Bank Guarantee for Rs

..... **(10% of the contract value)** and the Performance Bank Guarantee shall remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the seller, including warranty and AMC obligations from the date of issue of Performance Bank Guarantee and the eligible successful bidder (the seller) shall submit the same within 15 (Fifteen) days from the date of Award of Contract.

NOW THIS BANK HEREBY GUARANTEES that in the event of the said bidder (seller) fails to abide by any of the conditions referred to in tender document / Award of Contract / performance of the equipment / machinery, etc. this Bank shall pay to Indian Institute of Information Technology, Lucknow on demand and without protest or demur Rs(Rupees.).

This Bank further agrees that the decision of Indian Institute of Information Technology, Lucknow (Buyer) as to whether the said bidder (Seller) has committed a breach of any of the conditions referred in tender document / Award of Contract shall be final and binding.

We, (name of the Bank & branch) hereby further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the bidder (Seller) and/ or Indian Institute of Information Technology, Lucknow (Buyer). **Notwithstanding anything contained herein:**

1. Our liability under this Bank Guarantee shall not exceed Rs.(Indian Rupees only).
2. This Bank Guarantee shall be valid up to.....(date) and
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if IIIT Lucknow serve upon us a written claim or demand on or before.....(date). This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office at situated at.....
..... (Address of local branch).

Yours truly,

Signature and seal of the guarantor: Name of Bank:

Address

(Appendix-III)

FINANCIAL INFORMATION

1. Financial Analysis

Details to be furnished duly supported by figures in Balance Sheet / Profit & Loss Account for the last three preceding years duly certified by the Chartered Accountant, as by the applicant to the income Tax Department (copies to be attached).

| SI. No. | Details | Year ending | | |
|---------|---------|-------------------|--|--|
| | | | | |
| | | | | |

II. Financial arrangement for carrying out of proposed work.

III. Income Tax Returns certified by the Auditors.

IV. Audited Accounts of the Company from the year ending 31st March 2017 to 31st March 2019.

VI. PAN Details.

VII. GST Registration. No.

This is to certify that to the best of my knowledge, and belief, the aforesaid facts and figures are correct and in conformity with the books of accounts of the establishment.

Dated:

signature of Chartered Accountant

With seal and membership number

(Appendix-IV)

**DETAILS OF ALL WORKS OF SIMILAR NATURE COMPLETED DURING THE LAST
THREE YEARS ENDING 31ST March 2019**

| Sl. No. | Name of Institution/ Organization Where similar work Carried out. | Cost of works in lack (Rs.) | Date of Commencem ent as per contract | Actual date of completi on | Name and Address/Tel No. of Officer to whom reference may be made | Remarks |
|----------------|--|--|--|---|--|----------------|
| | | | | | | |
| | | | | | | |
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| | | | | | | |
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| | | | | | | |
| | | | | | | |

**SIGNATURE OF THE BIDDER
WITH DATE AND SEAL**

APPENDIX-V

AFFIDAVIT

I/We.....(Name)
Contractor/Partner/sole Proprietor (Strike out word which is not application) of the
(Firm).....
..... Do hereby solemnly affirm and declare that the individual firm/ companies are
neither black-listed by the Union /State Government or Institutions/Bodies created by Centre/State
Government, public sector undertaking, autonomous bodies etc, nor any partner/ shareholder
thereof is directly or indirectly connected with or has any subsisting interest in business of my/our
firm.

DEPONENT

Address:
.....
.....

Verification

Verified, that the contents of above affidavit are true and correct to the best of my knowledge and
beliefs.

No part of it is false and nothing been kept concealed three from.

DEPONENT

Place:

Dated:

(Note: To be furnished on non-judicial stamp paper (Rs. 100/-) duly attested by the Oath
Commissioner)

**SIGNATURE OF THE BIDDER
WITH DATE AND SEAL**

APPENDIX-VI

ACCEPTANCE OF SUPPORT TERMS
(To be given on Company Letter Head)

Date:

To,
The Deputy Registrar
IIT Lucknow
226002

Sub: Acceptance of support terms.

Tender Reference No: IIITL/TENDER /PCs/2019

Name of Tender / Work: Supply, Installation, Commissioning and Support of Desktop PCs at IIIT Lucknow.

Dear Sir,

This is to certify that we are the bidder authorised by the OEM of the Desktop PCs as required by you. We declare that:

A. We have a local presence by way of having a registered office in Lucknow.

OR

B. We shall appoint a resident engineer at IIIT Lucknow

(Please strike out whichever is not applicable. In case of A, please mention the registered office address)

In any of the above cases, there would be an engineer who would be the single point of contact for attending to all support and warranty related problems (hardware). This single point of contact would be responsible for attending to all hardware problems during warranty period by visiting the customer's premise and arranging all spare parts within a maximum of 2 business days. In case of problems, IIIT Lucknow will contact this single point of contact. In no case shall IIIT Lucknow be required to log any complaints on IVR or open any ticket etc for support. Further, we declare that the warranty of Desktop PCs and would be onsite comprehensive and the warranty would be provided by the OEM and the same has been certified by the OEM in their tender specific authorisation.

Yours

Faithfully, (Signature of the Bidder, with
Official Seal)