

भारतीय प्रौद्योगिकी संस्थान गुवाहाटी,
गुवाहाटी-781 039

Kuntal Bhuyan, MBA, LLB
Joint Registrar (S&P)

**Indian Institute of Technology
Guwahati,**
Guwahati-781 039, Assam, India.

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Stores & Purchase
Section

To

• **Date : 17th December 2020**

All interested Vendors

• **Refⁿ : IITG/SNP/E-Pub/CSE-120/2020-21**

SUBJECT: Notice inviting quotation for supply of “Up gradation of Laptop on buy back basis” at IIT Guwahati

Dear Sir/ Madam,

The Director, Indian Institute of Technology Guwahati, invites quotations for supply of “Up gradation of Laptop on buy back basis” as per details mentioned in the Annexures. The quotation is to be submitted as per the ‘Reference and Type of Bid (Single/Double)’ indicated in the **check list below**:

CHECK LIST

Sl. No.	Department/Section	Item Name	Reference	Bid Type
01	Computer Science and Engineering	Up gradation of Laptop on buy back basis	IITG/SNP/E-Pub/CSE-120/2020-21	Single

The quotation in sealed envelopes is to be submitted to the undersigned on or before 04-01-2021, 15 hrs. For detail instruction on correspondence, clause 3 of the ‘Instructions to Bidders’ attached herewith may be referred.

Tender document is divided into three parts i.e.

- (1) Instruction to Bidders,
- (2) Terms & Conditions, and
- (3) ANNEXURES:

- I) Technical specification of the required items as at Annexures-1
- II) Format for Technical Bid as at Annexure-II(A)
- III) Financial Bid as at Annexure-II(B)
- IV) Format for Compliance statement as at Annexure-III
- V) Format for Bidder’s detail as at Annexure-IV
- VI) Format for PBG as at Annexure-V

Kindly read the NIQ document carefully before participating. It shall be deemed that submission of bid by the bidder has been done after their careful study and examination of the NIQ terms with full understanding to its implications. Any lack of information shall not in any way relieve the bidder of its responsibility to fulfill its obligations under the Bid.

Kindly note that the rate quoted should be FOR IIT Guwahati, Door Delivery basis, for indigenous items and DDP IIT Guwahati, for imported items. Failure to comply with this term may lead to rejection of the quotation.

In case of doubt please contact us at 0361 258-2973/2379.

Thanking you.

Yours Sincerely,

(Mr. Kuntal Bhuyan)
Joint Registrar (S&P)

Cont....P/2

INSTRUCTION TO BIDDERS

1) Important Date and Time :

- (i) Last date & time of receipt of Tender : **04-01-2021 (15 HRS)**
- (ii) Date & Time of opening of Tender : **05-01-2021 (15 HRS)**
- (iii) Venue of Bid opening : **Computer Science and Engineering**

2) Mode of Bid: Single Bid

In the Single Bid, the vendor must provide the followings:

- (a) Details of the technical features of the offered equipment in the format at **Annexure II(A)**;
- (b) Standard Technical literature on each of the items offered;
- (c) Up-to-date Authorized Dealership Certificate on the offered products in case of dealer/s;
- (d) List of reputed organizations/Institutions, where similar orders have been executed, if any (copies of the purchase/work orders will have to be enclosed);
- (e) **GST Registration number and clearance certificate** of the firm will have to accompany the quotation;
- (f) Details of nature and maximum period of **warranty** offered by the vendor.
- (g) After Sales Service: The name & address of the nearest available authorized service centre to IIT Guwahati, must be stated in the quotation.
- (h) Duly filled and signed Compliance certificate as per format at **Annexure –III**
- (i) Price or rate must be quoted as per Financial bid format

3) Address for correspondence: The address of the firm submitting the quotation and the Officer to whom the quotation is addressed must appear distinctly on sealed covers. Further, on sealed cover, the following are to be written:

<p>QUOTATION FOR SUPPLY OF(item name) Individual NIQ Ref. No.(please refer Check List) LAST DATE OF SUBMISSION: 04-01-2021 (15 HRS)</p> <p>To,</p> <p>The Joint Registrar Stores & Purchase Section Indian Institute of Technology Guwahati Guwahati 781 039, Assam, India.</p>
<p>From: M/s _____ Address: _____ Phone No.: _____</p>

5) Bid not transferable: The bid documents are not transferable

6) The seal and signature of the authorized official of firms must appear on all the papers and envelopes

7) Late and delayed tender: Late and delayed tender will not be considered. In case any unscheduled holiday occurs on the prescribed closing/opening date the next working day shall be the prescribed date of closing/opening.

8) Conditional tenders not acceptable: All the terms and conditions mentioned herein must be strictly adhered to by all the vendors. Conditional tenders shall not be accepted on any ground and shall be rejected straightway. Printed conditions mentioned in the tender bids submitted by vendors will not be binding on IITG.

9) Any query related to technical specifications and terms and conditions must be made before 7 working days of last date of submission of bids.

TERMS & CONDITIONS

01. **Rates** : Rates quoted should be on **DOOR DELIVERY basis, FOR IIT Guwahati**, for the indigenous items and on Door Delivery Paid DDP IIT Guwahati basis for imported items with break-ups as per details given in the format, **annexure II (B)**.
Failing to provide as per annexure, quotation may not be accepted.
02. **Validity of Quotation:** Quoted rates must be valid for **120 days** from the last date of submission of quotation.
03. **Warranty:** As mentioned in the respective 'Technical Specification' i.e. at Annexure-I.
04. **Literature a must:** All the quotations must be supported by the printed technical leaflet/literature and the specifications mentioned in the quotation must be reflected/ supported by such printed technical leaflet/ literature. The model and specifications quoted should **invariably be highlighted** in the leaflet/literature for easy reference.
05. **After Sales Service:** In case of imported goods/furniture, vendors should clearly state the available nearest after sales service centre and detail address in India, preferably in Guwahati, without which their offers shall be liable for rejection.
06. **Dealership Certificate :** Dealers or Agents quoting on behalf of Manufacturer must enclosed valid dealership certificate.
07. **Quality Certificates :** Valid certificate to prove that the products are genuine and of International standard, as mentioned below, must be enclosed: (a) Manufacturer's certificate. ; (b) ISO/ISI certificate.
08. **Performance Bank Guarantee**
In case of PO value Rupees five lakhs (INR) and above, the successful bidder, to whom the PO is placed, shall furnish an unconditional Performance Guarantee in the form of Bank Guarantee **OR** Fixed Deposit Receipt from a Commercial bank, in favor of the Registrar, IIT Guwahati, for 10% of the Purchase Order value, within 21 days of placement of order. The format for PBG, unless otherwise approved by the competent authority, shall be as per the format enclosed at **ANNEXURE-V**. In case of foreign purchase the local Agent shall submit the PBG. Where the PBG is to be necessarily given by a foreign bank it shall be endorsed by its counterpart in India. Validity of the PBG, which shall be effective from the date mentioned therein, shall be *warranty period + 2 months*.
In exceptional case or on the request of the Indenting Officer competent authority may allow starting of PBG Period from the date of installation, in which case submission of PBG valid for *warranty period + 2 months* may be made within 21 days from the date of installation.
(i) By submitting the PBG, the vendor is understood to have guaranteed that,
(a) The Purchase Order (PO) shall be executed as per terms and conditions mentioned therein.
(b) The equipment shall function satisfactorily during the validity period of PBG.
I The equipment and components are free from poor workmanship, bad quality, and faulty designs.
(d) The vendor shall at his/their own cost rectify/replace the defects, if any, during the guarantee period.
(ii) Condition for invoking PBG: In case of failure to comply with the guarantees above, IITG may terminate the contract purchase order in whole or in part and forfeit the PBG. In addition, IITG may, at its discretion, procure upon such terms and in such manner as it deems appropriate, goods similar to the undelivered items/products and the defaulting supplier/vendor shall be liable to compensate IITG for any extra expenditure involved.
09. **Delivery:**
 - a) **Time Limit:** Maximum within 45 (forty-five) days from the date of issue of purchase order.
 - b) **Safe Delivery:** All aspects of safe delivery shall be the exclusive responsibility of the vendor. At the destination site, the package will be opened only in the presence of IIT user/representative and vendor's representative. The intact condition of the package and the seal/indicators for not being tampered with shall form the basis for certifying the receipt in good condition.
 - c) **Insurance:** The supplier is to establish 'All Risk Transit Insurance' coverage till door delivery at IIT Guwahati.
 - d) **Part Delivery:** Part delivery is not allowed.
 - e) **Penalty Delay delivery:** The date of delivery should be strictly adhered to otherwise the Director, IITG reserves the right not to accept delivery in part or full.
10. **Genuine Pricing:** Vendor is to ensure that quoted price is not more than the price offered to any other customer in India to whom this particular item has been sold, particularly to IIT/Institutes and other Government Organization. Copy of the latest price list for the quoted item, applicable in India, must be enclosed with the offer.
11. **Road Permit:** Road Permits (Waybills) shall be issued as applicable for delivery of materials against receipt of Order Acknowledgement and Proforma Invoice.
12. **GST Inward Permit & Entry Tax:**
 - (a) **GST Inward Permit:** GST Inward Permits (Way bills) shall be issued as applicable for delivery of materials against receipt of Final Invoice/ Bill.
 - (b) **Entry Tax:** Assam Govt. Entry Tax [to be paid by IIT Guwahati, not by the vendor], wherever applicable, will be added while evaluating cost status of the concerned equipment to be supplied by vendors from outside the State of Assam.
13. **GST:**
 - (a) Up-to-date Sales Tax clearance certificate, GST Registration Certificate indicating also the GSTIN number of the firm must be clearly mentioned in the quotation, Certificates must be uploaded.
 - (b) GST Deduction at source as per Order/notification of the Govt. of India will be applicable.
 - (c) GST No of IIT Guwahati is 18AAAJI0130P1Z8

(d) HSN/SAC No of the items must be clearly mentioned in the quotation along with GST No.

14. **Payment:** (a)100% Payment within 30 days from the date of successful delivery, installation and commissioning/ acceptance of goods at IIT Guwahati, generally through A/c payee cheque. OR (b)90% Payment against delivery and 10% payment after successful installation and/ or commissioning of the ordered goods at site.

Please note as per Institute's norm advance payment is not allowed for indigenous purchase.

15. **PENALTY FOR DELAYED DELIVERY:**

The date of delivery should be strictly adhered to. In the event of delayed delivery, installation & commissioning, the vendor shall be liable for a penalty deduction at a percentage of the value of the undelivered equipment subject to a maximum of 10% (ten percent) as detailed below:

- @1% up to one week;
- @2.5% up to two weeks;
- @5% up to three weeks;
- @10% for four weeks and above

For the purpose of this clause, part of the week is considered as a full week. In case of delayed delivery, the Director, IIT Guwahati reserves the right not to accept the subject consignment.

16. **Custom Duty Certificate:** Custom duty exemption certificate as applicable will be issued against receipt P.O. Acknowledgement.

17. **Enquiry during the course of evaluation not allowed:** No enquiry shall be made by the bidder(s) during the course of evaluation of the tender till final decision is conveyed to the successful bidder(s). However, the Purchase Committee or its authorized representative (IIT Guwahati) can make any enquiry/seek clarification from the bidders. In such a situation, the agency shall extend full co-operation. The bidders may also be asked to arrange demonstration of the offered items, in a short period notice, as such the bidders have to be ready for the same.

18. **Acceptance of quotations:** The acceptance of the quotation will rest solely with the Director, IITG, who in the interest of the Institute is not bound to accept the lowest quotation and reserves the right to himself to reject or partially accept any or all the quotations received without assigning any reasons.

19. **Force Majeure:** If the performance of the obligation of either party is rendered commercially impossible by any of the events hereafter mentioned that party shall be under no obligation to perform the agreement under order after giving notice of 15 days from the date of such an event in writing to the other party, and the events referred to are as follows:

- I) any law, statute or ordinance, order action or regulations of the Government of India,
- II) Any kind of natural disaster, and
- III) Strikes acts of the Public enemy, war, insurrections, riots, lockouts, sabotage.

20. **Termination for default:** Default is said to have occurred

- (a) If the equipment or any of its component is found having poor workmanship, faulty designs, poor performance and bad quality of materials used.
- (b) If the supplier fails to deliver any or all of the services within the time period(s) specified in the purchase order or any extension thereof granted by IIT.
- (c) If the supplier fails to perform any other obligation(s) under the contract.
- (d) Under the above circumstances the penalty term under PBG clause 9(ii) shall be invoked. Besides, the Director, IITG, reserves the right to impose any other form of penalty as deemed fit including blacklisting of the vendor.

21. **Applicable Law:**

(a) The contract shall be governed by the laws and procedures established by Govt. of India and subject to exclusive jurisdiction of Competent Court and Forum in Guwahati or India only.

(b) Any dispute arising out of this purchase shall be referred to the Director IIT Guwahati, and if either of the parties hereto is dissatisfied with the decision, the dispute shall be referred to the decision of an Arbitrator, who should be acceptable to both the parties, to be appointed by the Director of the Institute. The decision of such Arbitrator shall be final and binding on both the parties.

22. **ADDITIONAL TERMS FOR IMPORTED GOODS**

Following terms besides the aforementioned terms (1 to 22 except 15) will be applicable in case of foreign supply:

f) Rates : Rates quoted should be on **DDP IIT Guwahati basis**, with break-ups as per details given in the format, **Annexure-II-B** as applicable. **Failing to provide as per annexure, quotation may not be accepted.**

b) Exchange rate: Rate of foreign exchange shall be the rate prevailing on the date of quotation opening.

c) Delivery: (i) **Period:** Delivery of goods at IIT Guwahati, will have to be maximum within 95(ninety-five) days from the date of issue of the Purchase Order.

(ii) Door Delivery at IIT Guwahati.

(iii) While transshipment will be allowed, part shipment will not be allowed.

e)Payment: (i) **Above INR 5 Lacs by Letter of Credit (LOC):** By an irrevocable letter of Credit at CIF/CIP Kolkata value negotiable through any overseas branch of AXIS Bank/ State Bank of India with unrestricted provision. 90% of payment will be released on receipt of the shipping document and balance 10% after receipt of consignment. LOC will be established on receipt of Order acknowledgment and Performance Bank Guarantee (PBG)

(ii) **Below INR 5 Lacs by FDD/Wire Transfer as given below:** 100% payment will be released against receipt of Order Acknowledgment and Proforma Invoice

d) Agency Commission: The percentage of ex-works value to be paid to Indian agent in equivalent Indian currency as agency commission as applicable will have to be clearly stated in the quotation.

e) Country of Origin: While Country of Origin will have to be stated in the Original Invoice for payment through LoC.

f) LoC Amendment: LoC/FDD amendment charges due to mistake on the part of the supplier, if any, will have to be borne by the supplier.

Sd/-
(Mr. Kuntal Bhuyan)
Joint Registrar (S&P)

Encl.: ANNEXURE –I, II(A), II(B), III, IV & V

Annexure I

Sl. No.	ITEM	Description	QTY
01	Up gradation of Laptop on buy back basis	<p><u>Laptop(Upgraded to)</u> { Processor: Intel Core i5 1035G1 processor or higher Memory : 8 GB DDR4-2400 SDRAM or higher Hard drive : 1 TB 5400 SATA HDD Display : about 14" diagonal HD SVA eDP anti-glare WLED-backlit, 220 cd/m², 67% s RGB (1366 x 768) or enhanced Keyboard : Full-size island-style keyboard Expansion slot : 1 SD (Supports SD, SDHC, SDXC.) Wireless connectivity : 802.11b/g/n (1x1) and Bluetooth® 4.2 Ports and connectors: Min 2 USB 3.1 Gen 1; 1 USB 2.0; 1 HDMI 1.4b; 1 RJ-45; 1 headphone/microphone combo; 1 AC power Operating System: Dos / Linux Weight : around 1.52kg Battery type: Long Life 3-cell, 41 Wh Li-ion or better Energy efficiency compliance: ENERGY STAR® certified; EPEAT certified Warranty: 1 Year comprehensive warranty OR <i>Equivalent / Higher</i></p>	06
	Old Desktop	<p><u>OLD Laptop (to be upgraded from) :</u> Net Book Laptop, Make/Model: ASUS /X200MA, 2GB DDR3, 500 GB HDD</p>	06

Essentials :

- The OEM / Vendor must be ISO-14001 & ISO 9001 Certified
- In case of vendor quoting items from an OEM, authorized letter must be given in original seal and signed, sealed in an envelope with the quote (In case of shortfall of time – OEM Must mail to hodcse@iitg.ernet.in & hosnnp@iitg.ernet.in with deceleration of attainment of hardcopy within the opening date of technical bid) along with full assurance of back to back service & support at least for the complete warranty period (3/5 years).
- The Vendor/OEM must have local contact / service center (Office/Dealers etc.) and Locals office at least for last three years situated in Guwahati .
- The Vendor must have local contact / service center (Office/Dealers etc.) situated at nearest City for at least three years and OEM must have local support center in eastern part of India. The same must have a well-trained team of Service personals.
- The Vendor / OEM should have experiences of successful execution of the same level (Quoted / Similar items).
- The Vendor/ Company should submit the self-attached copy of valid registration number of the firm/agency.
- Industry standard support: User-selectable power cap (subsystems throttle to maintain the specified power cap), ACPI 3.0 Compliant, PCI 2.3 compliant, PXE and WOL Support, IPv4 and IPv6 support
- All the drivers/support for the quoted items should be readily available it the OEM-WEB site for download.
- The Server /Desktop OEM preferably fall under Top manufacturers in the Leaders Quadrant of Gartner's magic quadrant (latest edition) for Global Enterprise X86 platform servers & Desktop / Top three vendors in latest IDC preferred, certified by BIS etc. , **preferred brand : HP / Lenovo / Dell / Fujitsu.**
- The bidder must submit the technical compliance sheet/report/ OEM datasheet (highlighting the offered specification with clear indication of Make & Model) as per the technical requirements/features; stating deviations if any.
- The bidder must furnish proper OEM - BOM
-
- OEM should have be profit making in past 10 years. Balance Sheet of OEM to be provided in the bid.
- *Documentary evidence in support of all above points must be provided.
- The delivery of items should be straight way to the site of installation (Dept. of CSE, IIT-G) from the source of OEM production.
- **OEM or Vendor with previous poor service records and fraudulent history won't be accepted.**
- The bidder must sign a service agreement prior to the release of payment with the terms given Bellow(Guideline for Desktops / Laptop/Server /Storage /Switch etc.) & a clear statement must be made by the bidder in conformity of the points as given bellow in their quotation.

Guideline for Desktops / Laptop/Server /Storage /Switch etc.

The vendor quoting against the NIQ must have a Local Correspondent and Registered Service Center within the City (Guwahati). The vendor must furnish details information about their service center along with service engineer information.

1.IIT Guwahati will register Service Calls only at the local (Guwahati city) vendor/ company office or their authorized dealer / agent / service center by telephone or e-mail. At least three local active service Numbers, one Fax number & one e-mail ID to be provided.

2. In any circumstance, Calls will NOT be logged or registered to the Call Centre by IITG.

b) Calls to be attended within FOUR hour of the Call registered.

c) Maximum downtime of *Guideline for Desktops / Laptop/Server /Storage /Switch etc.* has to be attended on immediate basis based on the criticality of the equipment's.

d) The replacement of the spare parts in stock should be available within TEN working days.

h) During the entire warranty period, defective parts of *Guideline for Desktops / Laptop/Server /Storage /Switch etc* to be replaced only by new equivalent (same make & model as the original) parts.

i) After completing one service call at the user location, proper Service Report to be filled & signed.

j) Penalty will be imposed if the After Sales Service of the vendor is not satisfactory during the warranty /

AMC period. The concerned Department/ Centre/ Section will submit service reports at the end of each year of the Warranty/ AMC period to the S&P section. The S&P section will take necessary action

based on the report. ***The bank guarantee is to be given in (for a Five years warranty) and will be returned at the completion of years of warranty.***

k) Following points will be marked as Unsatisfactory After Sales Service, if

(a) A Call is not attended within 4 hour of the Call given for two times in a month.

(b) A Equipment is down for more than 12 hours. Desktops as per criticality mentioned by respective Administrator

(c) ***Sufficient brand new spares parts maintained as stock in the site of installation (at least two complete set) in case of Desktop order is more than 50)***

(d) Technical incompetence of the Service Personal.

(e) Improper / illegitimate activities by the Service Personal.

l) Penalty will be imposed as per the following list, if the After Sales Service of the vendor is not

Sl. No.	Criteria	Criteria Penalty
1	If a call is not attended by the service personal of the vendor within 4 hrs of call logged (Over Telephone)	Rs. 500/- + Rs. 300/- per hour after expiry of initial 4 hrs till he Call is attended
2	A Desktop is down for more than 4 hours after attending the call due to technical incompetence of the service personal or non-availability of spares etc	Rs. 1,000/- + Rs. 300/- per hour after expiry of initial 4 hours
3	A Desktop is down for more than 36 hours from the Call Logged Time	Rs. 3,700/- + Rs. 5,000/- per day till it is fully repaired
4	The replacement of the spear parts in stock beyond 10 days	Rs 5,000/- per day till the replacement arrives.

* IIT Guwhati may alter any of the above rules /criteria mentioned above as and when necessary during the Warranty / AMC running period.

In case of request for corrigendum in the NIQ, please mail to hodcse@iitg.ac.in / rpathak@iitg.ac.in within 7 days of publication of the same.

NIQ ref: _____
 Dated : _____

ANNEXURE -III

COMPLIANCE CERTIFICATE

(A certificate of compliance to NIQ term to be enclosed)

Certify that we have carefully examined the NIQ terms and fully understood its implications and do hereby agree to comply with all the terms, and hereby submit this compliance certificate.

Sl. No.	General Terms and Conditions	Yes / No
01	Details of the technical features of the offered equipment vis-à-vis NIQ specification	
02	Rates quoted as per instruction	
03	Standard Technical literature on each of the items offered	
04	Warranty period agreed	
05	AMC rates provided as instructed	
06	Validity period of quoted rate agreed	
07	PBG term agreed	
08	Delivery terms agreed	
09	Certificate of Up-to-date Sales Tax clearance, GST Registration Certificate	
10	Payment term agreed	
11	Penalty clause for delay agreed	
12	Literature- Printed Literature with highlight and tag on the quoted item provided	
13	Manufacturer/Authorization certificate submitted	
14	Quality certificate as claimed submitted	
15	After Sales Service term agreed and detail address & contact provided	

Sign. :.....
Vendor : M/s.....

Official seal of the vendor

NIQ ref: _____
Dated : _____

**ANNEXURE-IV
BIDDERS DETAIL**

S/No	Name of the company/Firm	To be filled by vendor (Documentary Proof must be attached as applicable)
01	Registered office Name & Address Details of contact person Name designation Telephone number e-mail	
02	Name & Address of service centre in Guwahati city Contact person/s Name designation Telephone number e-mail Details with contact no. of staff who will be involved in this project.	
03	Up-to-date Sales Tax clearance certificate /GST Registration Certificate	
04	List the major clients with whom your organization has been associated and submit documentary proof/PO	

Sign. :.....
Vendor : M/s.....

Official seal of the vendor

ANNEXURE - V

PERFORMANCE BANK GUARANTEE

To:

The Registrar,
Indian Institute of Technology,
Guwahati- 781 039

WHEREAS (Name of Supplier) hereinafter called "the Supplier" has undertaken , in pursuance of Contract No:, dated: 20... to supply
..... (Description of Goods and Services) hereinafter called "the order".

AND WHEREAS it has been stipulated by you in the said order that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the order.

AND WHEREAS we have agreed to give the Supplier a Guarantee:
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 order and without cavil or argument, any sum or sums within the limit 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.

This guarantee is valid until the day of 20.....

Signature and Seal of Guarantors

.....
.....
.....

Date.....20....

Address:.....

.....
.....

All correspondence with reference to this guarantee shall be made at the following address:

The Deputy Registrar
Stores and Purchase Section,
Indian Institute of Technology,
Guwahati- 781 039, Assam.