TENDER DOCUMENT

FOR

Procurement of Computers

TENDER No: IASc 03/Pur / BNN/2018-19
Dated 12-06-2018
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1. Preface

The Academy is a professional institution under the aegis of Ministry of Science & Technology (DST), Govt of India and strives to meet its objectives through promotion of original research and dissemination of scientific knowledge to the community via a variety of activities that include meetings, discussions, seminars, symposia and science educational Lecture Workshops and Refresher courses. The Academy publishes reputed international scientific journals that contain high quality papers and articles by scientists from India and abroad.

Sealed bids are invited for the procurement of computers from interested bidders adhering to the terms and conditions mentioned below. Items to be supplied at the office address as follows,

INDIAN ACADEMY OF SCIENCES
P.B No. 8005, C.V. Raman Avenue, Bengaluru -560 080

Only Dell brand included, intended model and configuration details are given below. Interested bidders are hereby requested to furnish their bids through two bid system i.e Technical Bid and Financial Bid.

Indian Academy of Sciences (IASc) may be referred as Academy / 1st party and bidder may be referred as bidder/ 2nd party/supplier throughout rest of the document.

Prospective bidders may submit their offers to

INDIAN ACADEMY OF SCIENCES
P.B No. 8005, C.V. Raman Avenue, Bengaluru -560 080

The bid can be submitted in person or through post/courier (The Academy will not responsible for delayed / late quotations submitted / sent by Post / Courier etc. resulting in disqualification/ rejection of any bid) so as to reach the Academy on or before the due date and time. Fax / E-mail tenders will not be considered unless it is asked for. Incase any of the dates given under the 'Calendar of Events' becomes a holiday the intended activity will be done on the very next working.
2. CALENDAR OF EVENTS

Date of issue of bid document: 2018 Jun 12
Pre-bid meet: 2018 June 20, 3.00 PM
Due date and Time for Receipt of Tender: Up to 2018 July 02, Time 05:00 PM
Date and Time of opening of bid: 2018 July 03, Time 03:00 PM
Cost of Bid Document: Rs. 1000/- only (Non-refundable)
Earnest Money Deposit (EMD): Rs.50,000/-

3. Eligibility criteria

1. Bidder should have been performing in the domain at least for past 3 years and should have sufficient skilled manpower required to do the installation and repair work of the items intended.

2. Bidder should not be black listed/debarred by any Government entities (State / Central) or Central Public Sector Units (CPSUs)/PSUs or Autonomous bodies during the last 3 years for any reason.

3. In case bidder is not the manufacture, then bidder should be an authorized agent (channel partner/reseller/distributor) of Dell brand. Bidders having offices in Bengaluru is preferred.

4. Specification of desktop computer

Dell OptiPlex 5050 MT (MiniTower) with 240W up to 85% efficient Power Supply (80Plus Bronze) is the intended model. Specs as follows

<table>
<thead>
<tr>
<th>Motherboard</th>
<th>Intel® OEM motherboard (Integrated HD Graphics + Audio + Gigabit Ethernet card)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Processor</td>
<td>Intel Core i5-7500 (QC/6MB/4T/3.4GHz/65W)</td>
</tr>
<tr>
<td>Memory</td>
<td>8GB (1x8GB)2400MHz DDR4 Memory</td>
</tr>
<tr>
<td>Storage</td>
<td>1TB 7.2k RPM SATA 6Gbps Entry 3.5in</td>
</tr>
<tr>
<td>Optical Drive</td>
<td>16X or better DVD +/-RW SATA interface optical drive</td>
</tr>
<tr>
<td>Mouse</td>
<td>Dell Wired Mouse MS116 Black</td>
</tr>
<tr>
<td>Keyboard</td>
<td>Dell Wired Keyboard KB216 Black</td>
</tr>
<tr>
<td>Operating System</td>
<td>Microsoft Windows 10 Professional (64 bit, English, preloaded)</td>
</tr>
<tr>
<td>Monitor</td>
<td>Dell 24 Monitor</td>
</tr>
<tr>
<td>Warranty</td>
<td>3 year ProSupport - Next Business Day Onsite Service</td>
</tr>
</tbody>
</table>
5. Specification of Laptop (Model: Dell Latitude 5590)

Dell Latitude 5590 is the intended model. Specs as follows

Size: 15.6" HD (1366 x 768) Anti-glare (16:9) WLED, Non-Touch bezel with camera

Motherboard: Intel® OEM motherboard (Integrated HD Graphics + Audio + Gigabit Ethernet + Intel Dual Band Wireless AC 8265 (802.11ac) 2x2 + Bluetooth 4.2)

Processor: 7th Generation Intel Core i5-7200U (Dual Core, 2.50Ghz, 3MB cache)

Memory: 8GB, 1x8GB, 2400MHz DDR4 Memory

Storage: 2.5" inch internal 1TB 5400rpm HDD

Battery: Primary 3-cell 42W/HR Battery

Carry bag: Dell Professional Backpack 15

Mouse: Dell Wired Mouse MS116 Black

Operating System: Microsoft Windows 10 Professional (64 bit, English, preloaded)

Warranty: 3 year ProSupport - Next Business Day Onsite Service

6. Quantity required

<table>
<thead>
<tr>
<th>S.NO</th>
<th>ITEMS</th>
<th>Number of Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Desktop computer with Monitor</td>
<td>22</td>
</tr>
<tr>
<td>2</td>
<td>Laptop</td>
<td>1</td>
</tr>
</tbody>
</table>

7. Terms and conditions

7A) Pre bid meet

Pre-bid meet is scheduled on 20/06/2018, 3.00 PM. Interested parties are invited to attend the pre-bid meet. Any clarification on about the tender notice uploaded needs to be send to Academy email ids (execsec@ias.ac.in, sumesh@ias.ac.in) on or before 19/06/2018 and the same will be addressed during the pre-bid meet. No other mode of communication will be entertained.

In case of changes in the tender notice of any kind the same will be notified in the official website of the Academy (www.ias.ac.in), but within at-least 3 days before due date of submission. Bids will be accepted up to 5.00 PM on 02/07/2018.
and will be opened at 3.00 PM on 03/07/2018. Those desirous can be present at the time of tender opening.

7B). Competency of the bidder

1. Supply means: “Supply, Installation, Commissioning and satisfactory demonstration of the whole system and training” at the Academy Office. Supplier is required to install the licensed software given by the Academy in the new computers. Charges for transpiration, installation and commissioning should be borne by the supplier only.
2. If bidder is an agent (reseller/channel partner/distributor) of the manufacture then authorization letter from the manufacture (Dell) clearly indicating that the vendor is the competent authority to sell and provide services towards the items mentioned in the scope of supply given in this tender document needs to be submitted along with the technical bid.
3. If bidder has supplied the Dell computers as under the scope of Supply (as defined above) during the last 3 years bidder needs to submit the complete name, address of the organization & contact numbers of the authorities to whom supply and installation of the Dell computers has done. Academy reserve the right to contact them for a feedback if required to take decision on the final selection of bidder.

7C). Bid submission and processing

1. The bids shall be divided into two parts. The first part should be “Technical” bid and 2nd part should be commercial bid. Cost of Bid Document: Rs. 1000/- only (Non-refundable) should be enclosed in the form of DD / Banker’s cheque only drawn in favor of “Indian Academy of Sciences”, payable at Bangalore.

The first bid shall not contain any financial aspects of the offer. It shall contain only a cross reference to the financial bid and the second bid shall contain detailed financial outlay with cross reference to the technical bid (i.e., First Bid).

2. Technical bid and financial bid should be sealed in a separate envelope and bear the reference number of tender and indicate their contents: as Technical bid or Financial bid. These sealed bids should be enclosed in an outer cover, addressed to Purchase in-charge, Indian Academy of Sciences and should reach at the office of Indian Academy of Sciences on or before 5.00pm 02/07/2018.

3. The bids should be complete in all respects and the details specified in this request should be adhered before submission. Else, tenders are liable to be rejected.
4. Bidder must quote for all the items (a. Desktop computer with monitor, b. Laptop), estimated number of days required to supply the items after received purchase order should be mentioned, bids should be valid for 90 days from the date of opening. Number of days required to supply the items after acceptance of the work order should be mentioned in the financial bid.
5. EMD Rs. 50,000/- should be enclosed with the technical bid. Payment should be by way of Demand Draft only, drawn in favor of “Indian Academy of Sciences”, payable at Bangalore. No other form of payment will be accepted. The firm registered with DGSS&D/NSIC for which the party is submitting quotation will be exempted from submission of EMD, such bidder should submit a copy of registration to claim exception document duly signed from Authorized signatory.

6. EMD of all except the successful bidder will be returned within 45 days from the date of opening the bids, amount as it is. Successful bidder needs to submit a security deposit of amount 10%(Ten percent) of the order value as in the form of demand draft in any nationalized bank in the name of ‘Indian Academy of Sciences, Bengaluru towards satisfactory performance and this should be submitted within 15 days from the date of acceptance of work order. However, in case 2nd party withdraw the bids before the validity period of 90 days from the date of submission of the bids, failure to render the contracted service at the time of execution or non-compliance of due performance of contract, the EMD/security deposit or both will be forfeited.

7. Vendor’s checklist : List of documents to be submitted in the Technical bid as follows (table 2)

<table>
<thead>
<tr>
<th>Sl no</th>
<th>Details of documents to be submitted</th>
<th>If submitted Yes or No</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Bidder identification form (Annexure -A)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Authorization letter from manufacturer with due validity( if the bidder is not manufacturer)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Declaration by the authorized signatory of bidder about having turnover of 5 crore or more during the last 2 financial years</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Financial transaction sheets audited by Chartered Accountant as proof for the above.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Cost of Bid Document Rs. 1000/- in specified format as mentioned</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Ernest Deposit Money (EMD) of Rs. 50,000/- in the specified form as mentioned</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Declaration by Authorized signatory of bidder about understanding the requirement and compliance to terms and condition of the tender (It should be submitted in the company letter head with duly attested with company seal) Form given as Annexure -B</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
8. Technical bid evaluation will be done first and financial bids will be opened for only those bidders found to be qualified the technical bid evaluation. Academy has full privilege to accept / reject bids for any reason seems valid for Academy. However, the lowest eligible bidder will be selected only after scrutiny of technical specs of the product quoted.

9. Itemized rate statement should be indicated in the financial bid for each product separately and should have following details mentioned

<table>
<thead>
<tr>
<th>Sl no</th>
<th>Item</th>
<th>Base price (without taxes and services charges of any kind)</th>
<th>Details of taxes and service charges of various kinds</th>
<th>Total charge including Taxes</th>
</tr>
</thead>
</table>
| 1     | Desktop computer with Monitor  
1a. Unit price  
1b. For 22 units | Amount in INR  
Amount in INR | Amount in INR  
Amount in INR | Amount in INR |
| 2     | Laptop with carry bag and mouse.  
2a. Unit price | Amount in INR | Amount in INR | Amount in INR |
| 3     | Grand Total | Amount in INR | | |

INR means Indian Rupee, price quoted will remain same throughout the validity period of 90 days irrespective of the variation in the exchange rates. Number of days required to supply the items after acceptance of the work order should be mentioned in the financial bid.

10. Bidder must have to quote for all the products asked, otherwise bids will be considered as incomplete and can be rejected. Academy intends to award the work order to the agency that gets identified as the lowest eligible bidder (matching all the technical specs scrutinized), however Academy has the full right to split the work order to a number of agencies (based on products) if no bidder found eligible to get selected as the lowest eligible bidder.

11. **No sub-contracting is allowed** with regard to installation, commissioning, training, warranty maintenance and after sales service. This is the sole responsibility of the supplier.

12. 1st party reserves the right to cancel the tender at any time before the due date of submission, but will be notified only in official website of Academy, under the url [http://www.ias.ac.in/tenders](http://www.ias.ac.in/tenders). Cost of bid document will be refunded only in such case.
8) Penalties because of non-compliance.

As time is the essence of the contract, Delivery period mentioned in the Purchase Order should be strictly adhered to. Otherwise the Academy will forfeit EMD/security deposit and also liquidated damages clause will be applicable/enforced.

If the supplier fails to Supply, Install and Commission the system as per specifications mentioned in the order within the due date, the Supplier is liable to pay liquidated damages of 1% of order value per every week of delay subject to a maximum of 10% beyond the due date. Such money will be deducted from any amount due or which may become due to the supplier. Exceptions: Force Majeure.

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

9. Force Majeure

The Supplier shall not be liable for forfeiture of its performance bank guarantee, liquidated damages or termination for default, if and to the extent that, it’s delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this Clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Academy either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the Supplier shall promptly notify the Academy in writing of such conditions and the cause thereof within 3 days of such occurrence and reasons stated should be mutually agreed. Unless otherwise directed by the Academy in writing, the Supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

10. Fraud and Corruption

The Academy requires that bidders, suppliers, contractors and consultants, if any, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy,

The terms set forth below are defined as follows

“Corrupt practice” means the offering, giving, receiving, or soliciting, directly or in directly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
“Fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

“Collusive practice” means a scheme or arrangement between two or more bidders, designed to establish bid prices at artificial, noncompetitive levels; and

“Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

The Academy will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

11) Payment terms and conditions

a. The successful bidder, on award of contract/ work order, must acknowledge the acceptance in writing, within 10 days of award of contract, otherwise bid will be considered as withdrawn and EMD will be forfeited, fresh work order will be issued for another agency.

b. On acceptance of the work order the bidder shall provide 5%(five percent) of the order value as security deposit in the form of demand draft in any nationalized bank in the name of Indian Academy of Sciences, Bengaluru towards satisfactory performance. This should be submitted before 15 days from the date of receipt of purchase order. The said security deposit shall be refunded (amount as it is) to the bidder after validity of 90 days from the date of submission of bank guarantee. However, in case 2nd party withdraw the bids before the validity period of 90 days from the date of opening the bids, failure to render the contracted service either at the time of execution or non-compliance of due performance of contract, the security deposit will be forfeited. In case of breach of agreement before the completion of work, any kind of expenses incurred should be borne by 2nd party alone.

c. No advance payment will be made by the 1st party. 100% of the payment will be made only after the successful installation of products at the Academy office and verification of specifications.

d. Transportation of the devices to the Academy office premise, supply etc will be the responsibility of 2nd party alone till verification of specifications gets completed. Any expenses incur for completing these task will be borne by the bidder only.

e. Bidder should arrange sufficient skilled manpower to gets the work done, like installation of hardware devices, installation of various application software etc as per the expectation of Academy.
12. Indemnity

a. Risk and cost of supply of the items and installation at the site will be the responsibility of 2nd party only. In-case of any mishap Academy will not be liable to compensate for any kind of lose to the 2nd party.

b. Bidder has to ensure that work gets completed without causing damages to the property of 1st party. Any damage to the infrastructure & services shall be made good by the bidder at their own cost, otherwise EMD / security amount will be forfeited.

The vendor shall indemnify, protect and save the Academy against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of all the equipment supplied by him.

13. Amalgamation/Acquisition

In the event the Manufacturer/Supplier proposes for amalgamation, acquisition or sale of its business to any firm during the contract period, the BUYER/Successor of the Principal Company are liable for execution of the contract and also fulfillment of contractual obligations i.e. Supply, installation, commissioning warranty, maintenance/replacement of spares accessories etc. while submitting your bid, you may confirm this condition.

14. Other terms and conditions

1. Submission of the bids by 2nd party imply they have gone through all the details and fully agree with them. Final decision on the selection of bidder will be shared only after detailed examination and selected bidder’s name will be announced in the official website of the Academy.

15. Dispute Settlement

The Academy and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Academy or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

The dispute settlement mechanism/arbitration proceedings shall be concluded under the Indian Arbitration & Conciliation Act, 1996, the rules there under and
any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Executive Secretary of the Academy, if he is unable/unwilling to act, to the sole arbitration of some other person appointed by his willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.

The venue of the arbitration shall be the place from where the purchase order or contract is issued.

16. Jurisdiction

The disputes, legal matters, court matters, if any, shall be subject to courts in Bengaluru Jurisdiction only.

The Executive Secretary  
Indian Academy of Sciences  
P.B. 8005, C V Raman  
Avenue Sadashivanagar  
Bangalore 560 080
# BIDDER INFORMATION FORM

**Company Name**: 

**Registration Number**: 

**Registered Address**: 

**Name of Partners /Director**: 

**City**: 

**Postal Code**: 

**Company's Establishment Year**: 

**Company's Nature of Business**: 

**Company’s Legal Status** (tick on appropriate option)

1. Limited Company
2. Undertaking
3. Joint Venture
4. Partnership
5. Others

**Company Category**

1. Micro Unit as per MSME
2. Small Unit as per MSME
3. Medium Unit as per MSME
4. Ancillary Unit
5. SSI
6. Others

## CONTACT DETAILS

**Contact Name**: 

**Email Id**: 

**Designation**: 

**Phone No**: 

**Mobile No**: 

## BANK DETAILS

**Name of Beneficiary**: 

**A/c. No. CC/CD/SB/OD**: 

**Name of Bank**: 

**IFSC NO. (Bank)**: 

**Branch Address and Branch Code**: 

## Other Details

**Vendor’s PAN No.**: 

**Vendor’s CST No/LST No/WCT No/TIN No**: 

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**Annexure-‘A’**
ANNEXURE - B

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

To,


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

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 all pages (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/ Organization too has 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 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/Organization 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.

Date:                                                                                   Yours Faithfully,

Place:                                                                                   (Signature of Bidder with Name)