



भारतीय विदेश व्यापार संस्थान
INDIAN INSTITUTE OF FOREIGN TRADE

दिल्ली परिसर
DELHI CAMPUS

Ref No: **GA-11011(14)/1/2024-GA-I**

02/07/2024

TENDER NOTICE

Sub: "Notice Inviting Tender for Procurement of Additional storages (Hard Disk Drives (HDDs)) for NetApp Storage System (E2800)"

The Indian Institute of Foreign Trade (IIFT) was established in 1963 as an autonomous body under the Ministry of Commerce & Industry to contribute in the skill building for the external trade sector of India. It has come a long way to successfully develop into a unique institution involved in imparting knowledge through research and training in international business and trade. The Institute was granted "Deemed to be University" status in 2002. The National Assessment and Accreditation Council (NAAC) has recognized IIFT as Grade 'A+' Institution in December, 2023. The Institute was granted the prestigious AACSB Accreditation on 17th November, 2021.

The Institute invites valid sealed "Notice Inviting Tender for Procurement of Additional storages (Hard Disk Drives (HDDs)) for NetApp Storage System (E2800)" for IIFT, New Delhi as listed in **Annexure-2** on & **before 15.07.2024, latest by 02:00 PM** may be dropped in a box kept with the Security Guard at the **Main Entrance Gate of the Institute at IIFT, B-21, Qutab Institutional Area, New Delhi- 110016.**

The technical and financial bids should be sealed by the bidder in separate envelopes duly superscribed and both these sealed envelopes are to be put in a bigger envelope which should also be sealed and duly superscribed.

The bid document shall be available for downloading from the Institute's websites: <https://www.iift.ac.in/iift/tender.php> and CPP portal: www.eprocure.gov.in/epublish/app .

IMPORTANT DATES:

S. No.	Event	Date and Time/ Remarks
1	Last date and time of submission of bids off-line	15/07/2024 by 02:00 pm
2	Opening of Bids off-line	15/07/2024 by 02:30 pm
3	All the communications with respect to the Bids shall be addressed to:	Section Officer (General Admin.), Room No. 522 B, IIFT, B-21, Qutab Institutional Area, New Delhi- 110016, Tel: 011-39147200 (124) E- Mail ID: soadmin2@iift.ac.in

All pages of the bid should be sealed and signed, super scribed with the Reference No. and details as appended here under:

“Notice Inviting Tender for Procurement of Additional storages (Hard Disk Drives (HDDs)) for NetApp Storage System (E2800)”

TENDER REF. NO: GA-11011(14)/1/2024-GA-I

DATE: 02/07/2024

Section Officer (Administration),
Room No. 522, IIFT, B-21,
Qutab Institutional Area, New Delhi- 110016 Tel: 011-39147322
E- Mail ID: soadmin2@iift.ac.in

From: M/s.....Contact No:.....E-mail ID:

General Instructions to Bidders:

You are requested to kindly go through the detailed terms and conditions mentioned below and overleaf and submit your most competitive bid applicable to educational and research institutes.

1. The bid document shall be available for downloading from the Institute's websites: <https://www.iift.ac.in/iift/tender.php> and CPP portal: www.eprocure.gov.in/epublish/app from **02.07.2024 to 15.07.2024 by 02:00 PM**. No editing, addition/deletion of matter is permitted.
2. Please mention the Ref No. and date on top of the bid sealed envelope.
3. Tender must reach us on or before the due date and time. Sealed tender received after the due date and time will not be considered for evaluation.
4. All communications related to this inviting sealed tender should be addressed to SO (General Admin.), Room No. 522 B, IIFT, B-21, Qutab Institutional Area, New Delhi - 110016.
5. Once the agency has quoted and accepted the offer, withdrawal or denial at any stage is not accepted under any circumstances.

Conditions for techno-Commercial bids:

1. Discount rate if possible may please be offered
2. **Estimate cost:** Rs. 20 lakhs /- (incl. tax).
3. **Bid Validity:** 90 days.
4. **Technical Bid:** As per **Annexure-1**, technical bid should be submitted in separate envelope super scribed in bigger envelop.
5. **Financial Bid:** As per **Annexure-2**, financial bid should be submitted in separate envelope super scribed in bigger envelop.
6. Competent authority shall decide on the final quantity required.
7. The competent authority reserves the right to accept/ reject/ cancel any or all enquiries or tenders at any stage without assigning any reason thereof.
8. **Bid Security / EMD:** Rs. 40,000 /-

The bidder shall furnish the bid security / EMD through NEFT/RTGS/DD in favour of "Indian Institute of Foreign Trade as per details given below.
Details for NEFT/RTGS are as under;

Beneficiary Name: Indian Institute of Foreign Trade
Bank Name & Address: Indian Bank, 7, S.J.S. Marg, Mehrauli Institutional Area,
New Delhi 110016
IFSC code – IDIB000M089, MICR code – 110019018
A/c No. – 767635122

9. **Payment Clause:** 100% will be released through RTGS/NEFT transfer after completion of the activity, submission of invoice and satisfactory certification of the service from the concerned officer of the institute with regard to specifications ordered. The payment will be released after statutory deductions.

10. **Scope of Work (SOW):**

- Providing the required additional storage as per mentioned in the **Annexure-2**, and installing & configuring on the existing system.
- The warranty for the additional HDDs should for minimum two years and the vendor should ensure that the current OEM support for the existing storage should not be compromised.
- The vendor should ensure data security compliance and provision for future scalability in the agreement with OEM.

11. **Delivery Time: 21 days** on release of purchase order.

12. IIFT reserve the rights to increase & decrease the no. of quantity required during the tenure.

13. **Performance Bank Security:** As per Performa at **Annexure-5**.

- (a) The bidder (including NSIC / MSMEs who are registered with the designated bodies) shall furnish performance bank guarantee in the form of BG from any Scheduled Commercial Bank to the IIFT for an amount equal to 3% of the value of purchase order within 14 days from the date of issue of Purchase Order by the purchaser.
- (b) The proceeds of the performance guarantee shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
- (c) The performance guarantee Bond shall be in the form of Bank Guarantee issued by a scheduled commercial Bank, valid for 14 months, in the Performa provided in inviting sealed quotation.
- (d) The performance guarantee Bond will be discharged by the purchaser after completion of the bidder's performance obligations including any warranty obligations under the contract.

The successful bidder would have to deposit through Demand Draft/pay order/FDR/Bank Guarantee from a commercial bank in favour of IIFT which would remain with IIFT during the contract period and no interest shall be payable on the Security Deposit amount.

14. **Liquidated Damages:** 0.5% per week of delay subjected to a maximum of 5% the order value will be levied for delay in execution of the contract. If the delay is go indefinitely IIFT will decide the liquidated damage caused to the Institute.

15. **Penalty Clause:** In the event of non-compliance of any of the terms & conditions of this contract and non- satisfactory performance of the agency, the penalty of maximum 10% of the bill value will be imposed on the agency subject to the extent

of actual damages/ quality lapse as decided/ calculated by IIFT.

16. **Arbitration:** Any dispute or difference, whatsoever arising between the firms out of or relating to the Tender shall be referred to the Director IIFT for referral of such disputes to a sole arbitrator, to be appointed by mutual consent of the parties to the contract. The arbitrator shall give reason (s) for the award. Subject to the above, the provisions of Arbitration Act, 1996 and the Rules made there under shall be deemed to apply to the arbitration proceedings under this clause. The venue of arbitration shall be in IIFT New Delhi.
17. **Effect and Jurisdiction:** The law applicable to his tender shall be the laws in force in India. The courts in New Delhi, shall have exclusive jurisdiction in all matters arising under and on account of this tender.
18. **NEAR-RELATIONSHIP CERTIFICATE:** The bidder should give a declaration that none of his/ her near relative, as defined below, is working in the units where he is going to apply for the tender. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/ Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state and full time Directors of PSUs both state and central. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and IIFT will not pay any damage to the company or firm or the concerned person.

The Company or firm or the person will also be debarred for further participation in the tenders in the concerned unit.

The near relatives for this purpose are defined as:-

- (a) Members of a Hindu undivided family.
- (b) They are husband and wife.
- (c) The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).

The format of the certificate is given at **Annexure- 3**.

19. Certificate regarding restrictions on procurement from a bidder of a country which shares a land border with India **Annexure- 4**.
20. **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:
- a) Any law, statute or ordinance, or action or regulations of the Government of

India.

b). Any kind of natural disaster.

c). Strikes acts of the public enemy, war, insurrections, riots, lockouts sabotage.

21. Clarification of Bids:

- a. A prospective bidder, requiring any clarification on the Bid Documents shall notify the Purchaser in writing by E-mail of the Purchaser as indicated in the invitation of Bid. The Purchaser shall respond in writing to any request for the clarification of the Bid Documents, which it receives 5 days prior to the date of opening of the Tenders. Copies of the query (without identifying the source) and clarifications by the Purchaser shall be sent to all the prospective bidders who have received the bid documents.
- b. Any clarification issued by IIFT in response to query of prospective bidders shall form an integral part of bid documents and shall amount to an amendment of the relevant clauses of the bid documents.

22. Service Warranties:

Supplier shall perform all Services: (i) exercising that degree of professionalism, skill, diligence, care, prudence, judgment, and integrity which would reasonably be expected from a skilled and experienced service provided providing services under the same or similar circumstances as the Services under this Agreement; (ii) in accordance with all Specifications and all Buyer policies, guidelines, by-laws and codes of conduct applicable to Supplier; and (iii) using only personnel with the skills, training, expertise, and qualifications necessary to carry out the Services. Buyer may object to any of the Supplier's personnel engaged in the performance of Services who, in the reasonable opinion of Buyer, are lacking in appropriate skills or qualifications, engage in misconduct, constitute a safety risk or hazard or are incompetent or negligent, and the Supplier shall promptly remove such personnel from the performance of any Services upon receipt of such notice, and shall not re-employ the removed person in connection with the Services without the prior written consent of Buyer.

23. ACTION BY PURCHASER AGAINST BIDDER(S) / VENDOR(S) IN CASE OF DEFAULT:

In case of default by Bidder(s)/ Vendor(s) such as:-

1. Failure to deliver and / or commission any or all of the services within the time period(s) specified in the contract, or any extension thereof granted by the purchaser.
2. Failure to perform any other obligation(s) under the Contract; and
3. If the contractor persistently neglect to carry out his obligation under the contract and / or commits default in complying with any of the term and the condition of contract and does not remedy it or take effective steps to remedy it within the time specified after a notice in writing is given to him in that behalf by purchaser.

When the contractor has made himself liable for any of the cases aforesaid, IIFT shall have the powers to terminate the contract as aforesaid and forfeit performance guarantee.

Place:

Name:

Signature with stamp of the bidder:

Date:

Cell/ Tel No.:

Technical Criteria

Compliance Matrix must be submitted as follows:

S. No.	Must have Criteria/Compliance Points	Comply (Yes/No)	Page number in support of compliance. Deviations (if any) should be mention clearly and details thereof should be indicated.
1.	Valid Letter of Authorization (LoA) from OEM (NetApp)		
2.	Certificate of Incorporation/ Registration Certificate		
3.	Three (03) years' Experience in supplying of IT Hardware items with proof of document e.g. P.O.		
4.	PAN & GST Registration		
5.	Proof of EMD or MSME certificate (if any for EMD exemption)		
6.	Near-Relation declaration duly filled & signed. (Annexure-3)		
7.	Certificate regarding restrictions on procurement from a bidder of a country which shares a land border with India.(Annexure-4)		
8.	Financial Details (for last 3 years) Turnover (Rs. in Lakhs) Audited Financial statements (certified by CA) must be attached		

Place:

Name:

Signature with stamp of the bidder:

Date:

Cell/ Tel No.:

Financial Criteria/ Financial BidRef No.: **IIFT/ Gen.Admin/ IT/ 2024**

Name of the Agency

M/s.....

S. No.	Part Number	Item Description	Qty	Rate per unit (in Rs.)	Amount (in Rs.)
1.	E-X4122B-12-QS	DSK DRV, 12x1.8TB,10k,12Gb,Non-FDE,DE224C,QS	1		
2.	E-X4122B	DSK DRV, 1.8TB,10k,12Gb,Non-FDE,DE224C	3		
		GST (%) (in Rs.):			
		Total (Including GST) (in Rs.):			

Place:

Date:

Name:

Signature with stamp of the bidder:

Cell/ Tel No.:

NEAR RELATIONSHIP CERTIFICATE**ANNEXURE-3***(Format of the Certificate)*

"Whereas, I/we(name of agency) has submitted bid for I/we hereby submit following declaration that none of my relative(s) as defined in the tender document is / are employed in IIFT unit as per details given in tender document. In case at any stage, it is found that the information given by me is false / incorrect, IIFT shall have the absolute right to take any action as deemed fit / without any prior intimation to me."

Date:**Signature of bidder****Place:****Name of bidder****Along with date & Seal:****Annexure- 4**

Certificate regarding restrictions on procurement from a bidder of a country which shares a land border with India.

Certificate for Tenders

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India I certify that this bidder is not from such a country, or if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]"

Certificate for Tenders for Works involving possibility of sub-contracting

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to vendors/contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a vendor/contractor from such countries unless such vendor/contractor is registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]"

Date:

Signature of bidder

Place:

Name of bidder

Along with date & Seal:

(To be typed on non-judicial stamp paper of appropriate value)

Subject: PERFORMANCE BANK GUARANTEE

Whereas INDIAN INSTITUTE OF FOREIGN TRADE (hereafter referred to as "IIFT") has issued a PO no. Dated/...../2024 awarding the work of **"Procurement of Additional storages (Hard Disk Drives (HDDs)) for NetApp Storage System (E2800)"** to M/s.....,R/o (hereafter referred to as "Bidder") and IIFT has asked him to submit a Performance Guarantee in favour of Vice Chancellor, IIFT of Rs./- (hereafter referred to as "P.G. Amount") valid up to .../.../2024 (hereafter referred to as "Validity Date").

Now at the request of the Bidder, We Bank
.....
Branchhaving.....
..... (Address) and Regd. office address
as..... (hereinafter
called "the Bank") agreed to give this guarantee as hereinafter contained:

1. We, "the Bank" do hereby undertake and assure to the IIFT that if in the opinion of the IIFT, the Bidder has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the IIFT the said sum limited to Performance Guarantee amount or such lesser amount as IIFT may demand without requiring IIFT to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.
2. Any such demand from the IIFT shall be conclusive as regards the liability of Bidder to pay to IIFT or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Bidder and IIFT regarding the claim.
3. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.
4. The Bank further agrees that the IIFT shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by IIFT against the Bidder and to forebear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Bidder or through any forbearance, act or omission on the part of IIFT or any indulgence by

IIFT to Bidder or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.

5. Notwithstanding anything herein contained;
- (a) The liability of the Bank under this guarantee is restricted to the Performance guarantee amount and it will remain in force up to its Validity date.
- (b) The guarantee shall stand completely discharged and all rights of the IIFT under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
6. In case IIFT demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of **"Indian Institute of Foreign Trade"** and payable at **"New Delhi"**.
7. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place:

Date:

(Signature of the Bank Officer)

(Rubber stamp of the bank)

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....

.....

Telephone Numbers

Fax numbers

E-mail ID: