



**INDIAN INSTITUTE OF FOREIGN TRADE
NEW DELHI 110016**

Ref No: ADMIN.(1)/RHEL/LICENSES/2021.

15th November, 2021

TENDER NOTICE

Sub: Notice Inviting Tender for Purchase of “Red Hat Enterprises Linux Server”.

IIFT is an Autonomous Body under the Department of Commerce, Government of India and as well as a Deemed to be University under UGC. IIFT invites the sealed tender for Purchase of “Red Hat Enterprises Linux Server” for IIFT, New Delhi. The technical and financial bids, should be sealed by the bidder in separate envelopes duly super-scribed AS “TECHNICAL BID /FINANCIAL BID (as the case may be) FOR PURCHASE OF “RED HAT ENTERPRISES LINUX SERVER” AT IIFT, NEW DELHI” and both these sealed envelopes are to be put in a bigger envelope which should also be sealed and duly super-scribed as TENDER FOR PURCHASE OF “RED HAT ENTERPRISES LINUX SERVER” FOR IIFT, NEW DELHI. The tender document can be downloaded from IIFT website (www.iift.edu) and it can also be downloaded from CPP Portal <https://eprocure.gov.in/epublish/app> free of cost.

Indian Institute of Foreign Trade, New Delhi, invites valid and firm quotes for Purchase of “Red Hat Enterprises Linux Server, Standard (Physical or Virtual Nodes) (RH00004) 3 years subscription”. Sealed Technical Bids (comprising of all documents & certificates listed under “Eligibility Criteria”, as per the Annexure-I) and Financial Bids (as per the Annexure-II), both in separate envelopes, as mentioned above, should be sent on or before November 29, 2021, latest by 04:00 PM and deposited / dropped in the tender box kept at the Main Gate, B-21, Indian Institute of Foreign Trade (IIFT), Qutab Institutional Area, New Delhi - 110016.

IMPORTANT DATES

S. No.	Event	Date and Time/ Remarks
1	Last date for submission of bids.	November 29, 2021 by 4:00 pm
2	Date of opening of Technical bids.	November 30, 2021 at 12:00 noon
3.	Date of opening of Financial Bids.	December 02, 2021 at 12:00 noon
4.	All the communications with respect to the Bid shall be addressed to:	Section Officer (Administration), Room No. 522 A, IIFT, B-21, Qutab Institutional Area, New Delhi- 110016 Tel: 011-39147322 E- Mail ID: soadmin@iift.ac.in

Bids should be sealed and signed, super scribed with the Reference No. and details as appended here under.

BID FOR PURCHASE OF "RED HAT ENTERPRISES LINUX SERVER".

TENDER REF. NO: ADMIN.(1)/RHEL/LICENSES/2021, DATE: 15/11/2021

The Section Officer {Room No.:522(A)} Indian
Institute of Foreign Trade
B-21, Qutab Institutional Area
New Delhi-16

From: M/s

Contact No:

E-mail ID:

**Technical Criteria
Compliance Matrix must be submitted as
follows: (Part- I)**

Sr. 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.	Authorized Partners of Red Hat Enterprises Linux; should have letter of authorization from OEM		
2.	Must be Operational for the last 3 years, Certificate of Incorporation		
3.	GST Registration		
4.	Bid Security Declaration, attached at Annexure –III		
4.	At least experience of completing 3 such projects earlier and with letter of completion certificate / Purchase Orders of organizations not older than 1 year.		

(Part-II)

Price Bid Format: Please submit the price bid as per Annexure-II

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 document can be directly downloaded from Institute's website www.iift.edu. No editing, addition/deletion of matter is permitted.
2. Please mention the Ref No. and due date on top of the bid sealed envelope.
3. The offer must be submitted in two bid basis within the indicated Date and Time.
4. Quotations must reach us on or before the due date and time. Sealed quotations received after the due date and time will not be considered for evaluation.
5. All communications related to this tender should be addressed to SO (Admin), Room No. 522 A, IIFT, B-21, Qutab Institutional Area, New Delhi - 110016.
6. All columns of this bid should be filled. Any additional information should be enclosed separately and referred to in the relevant column of the bid form.
7. 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 if possible may please be offered.
2. Price bid form at Annexure-II should be used for bid submission.
3. Competent authority shall decide on the final quantity required
4. The competent authority reserves the right to accept/ reject/ cancel any or all enquiries or quotations at any stage without assigning any reason thereof.
5. Payment 100% will be released through RTGS transfer after completion of the activity and submission of invoice with regard to specifications ordered. The payment will be released after statutory deductions.
6. Please note clearly that faxed, mailed and tempered quotations are liable to be rejected.
7. **Scope of Work:** providing Licenses and its installation.
8. **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.
9. **Estimated Tender Cost:** The Tender value is estimated to be Rs. 09 Lakhs.
10. **Performance Security:** The successful bidder must submit a Performance Bank Guarantee for an amount equivalent to 3% of the order value. It can be deposited in the form of Demand Draft or Bank Guarantee with validity period beyond 60 days of the completion of the contract period.
11. **Liquidated Damages:** Half percent per week of delay subjected to a maximum of 5% the order value will be levied for delay in execution of the contract.
12. **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.
13. **Arbitration:** Any dispute or difference, whatsoever arising between the firms out of or relating to the Tender shall be referred to the Vice Chancellor 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.

14. 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.

15. 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.

16. 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.

17. NEAR-RELATIONSHIP CERTIFICATE:

The bidder should give a certificate 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 CTIL 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 in Annexure - IV.

18. Restrictions on procurement from a bidder of a country which shares a land border with India [Order (Public Procurement No.1) of DOE, Public Procurement Division, No. F.No.6/ 18/2019-PPD, dt. 23.7.2020] and amendments/ clarifications issued subsequently by DOE shall be applicable to this tender.

I. Any bidder from a country which shares a land border with India will be eligible to bid against this tender only if the bidder is registered with the Competent Authority [Department for Promotion of Industry and Internal Trade (DPIIT)] as specified in Annex-I of Order (Public Procurement No.1) Dated 23.07.2020.

II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in procurement process.

III. "Bidder from a country which shares a land border with India" for the purpose of this order means:-

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

IV. The beneficial owner for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means;

a) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;

b) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements.

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

VII. Explanation-Certificate regarding restrictions on procurement from a bidder of a country which shares a land border with India (Annexure - V).

19. Preference to Make in India:

(i) The Provisions contained in Public Procurement (Preference to Make in India) Order, 2017 as amended by OM No. P-45021/2/2017-PP(BE-II) dt.16.9.2020, further as amended from time to time if any, shall be applicable for this tender.

(ii) The margin of purchase preference applicable is 20% or as decided by the relevant Nodal Ministry for the item from time to time.

(iii) The minimum local content for Class-I and Class-II local suppliers shall be 50% and 20% respectively or as decided by the relevant Nodal Ministry for the item.

(iv) Procurements where the estimated value is less than Rs.5.00 lakhs shall be exempt from this order.

(v) Verification of local content:

a) For procurement value upto Rs.10 crores: The Class-I local supplier/ Class-II local supplier at the time of tender, bidding or solicitation shall be obliged to indicate percentage of local content and provide self-certification (as per Annexure-IX) that the item offered meets the local content requirement for Class-I local supplier/ Class-II local supplier as the case may be. They shall also give details of the location(s) at which the local value addition is made.

(b) For procurement value above Rs. 10 Crores: The Class-I local supplier/ Class-II local supplier at the time of tender, bidding or solicitation shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content. Tenderers shall submit Declaration as per Annexure-VI in their technical bid.

Place:

Signature with stamp of the bidder:

Date:

Name, Address of the bidder: Cell/ Tel No.:

FINANCIAL BID

Ref No.: ADMIN.(1)/RHEL/LICENSES/2021.

Name of the Agency

M/s.....

S.No.	Item Description	Quantity	Amount
1	Red Hat Enterprises Linux Server, Standard (Physical or Virtual Nodes) (RH00004) 3 years subscription	07	
		GST (%)	
		Total (Including GST)	

Place:

Date:

Signature with stamp of the bidder:

Name, Address of the bidder:

Tel/ Cell No:

Declaration for Bid Security

I _____ Son/ Daughter/ Wife of _____ on behalf of the _____ (Name of Company) do hereby declare that if we withdraw or modify our bids for the Tender during the period of validity, or if we are awarded the contract and we fail to sign the contract, or to submit a performance security before the deadline defined in Tender, we will be suspended for a period of 1 year from being eligible to submit Tender /Proposal for contracts with IIFT.

Name:

Company:

Signature with Seal:

NEAR RELATIONSHIP CERTIFICATE

(Format of the Certificate)

"I..... S/o..... R/o..... hereby certifies 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:

Place:

**Signature of bidder Name of bidder
Along with date & Seal**

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 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 contractor from such countries unless such 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:

Place:

**Signature of bidder Name of bidder
Along with date & Seal**

Local content Declaration & Self Certification as per the Government of India Order towards Public Procurement (preference to Make in India) vide Letter No. P-45021/2/2017-PP(BE-II), (revised) Dated.16.9.2020).

(TO BE PROVIDED ON Rs.100/- NON- JUDICIAL STAMP PAPER)

I _____(Name of the Person(s), S/o _____ at _____ (Address), working as _____ (Designation and name of the firm/Company/ partnership/ Joint venture), and I have been authorized to sign the Declaration / Self- Certification on behalf of firm / Company/partnership/ Joint venture do hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the policy of Government towards Public Procurement (preference to Make in India) vide Letter No. P-45021/2/2017-PP(BE-II), (revised) Dated 16.9.2020.

That the information furnished hereinafter is correct to be of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any authority so nominated for the purpose of assessing the Local Content. That the local content for all inputs which constitute the said equipment has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value addition norms based on the assessment of an authority so nominated for the purpose of assessing the Local Content, action will be taken against me as per the notification P- 45021/2/2017-PP(BE-II), (revised) Dated.16.9.2020.

I agree to maintain the following information in the company's record for a period of 8 years and shall make this available for verification to my statutory authority.

The Details of the location(s) at which the local value addition is made

- i. Name and details of the Domestic manufacture
- ii. Date on which this certificate is issued
- iii. Product for which the certificate is produced
- iv. Percentage of local content.

Signed by me at _____ on _____ 09/2021

Authorized signatory
(Name of the Firm entity)