

**Centre for Atmospheric Sciences
Indian Institute of Technology
Hauz Khas, New Delhi-110 016**

NOTICE INVITING QUOTATIONS

Subject: Sealed quotations are invited for “Intel® Cluster Studio 2013 or latest for Linux OS (Ten User Perpetual Academic License)” with the following Technical Specifications

Invitation for Tender Offers

Centre for Atmospheric Sciences, Indian Institute of Technology Delhi invites sealed tender offers in two bid format (Technical bid and Commercial bid) from eligible and experienced OEM (Original Equipment/Software Manufacturer) or OEM Authorized Dealer for **supply & installation of Intel® Cluster Studio 2013 or latest for Linux OS** with one year comprehensive warranty from the date of receipt of the software as per terms & conditions specified in the tender document.

The quotation should reach to Dr. Dilip Ganguly, Centre for Atmospheric Sciences, IIT Delhi, Hauz Khas, New Delhi – 110016 latest by 5:00 P.M. on 7th March 2014.

TECHNICAL SPECIFICATION:

Sl. No.	Technical Specifications
1.	<p>Intel® Cluster Studio for Linux* OS (Ten User Perpetual License)</p> <p>Included Features:</p> <ul style="list-style-type: none">▪ Intel® Composer XE Components:<ul style="list-style-type: none">• Intel® Fortran Compiler• Intel® C++ Compiler• Intel® Cilk™ Plus• Intel® MKL• Intel® IPP• Intel® TBB▪ Intel® Trace Analyzer and Collector▪ Intel® MPI Library 4.1▪ Intel® MPI Benchmarks Components:<ul style="list-style-type: none">• IMB-MPI1 – Benchmarks for MPI-1 functions• Two components covering MPI-2 functionality:<ul style="list-style-type: none">• IMB-EXT – one sided communications benchmarks

	<ul style="list-style-type: none"> • IMB-IO – input/output (I/O) benchmarks
2.	The software must be fully compatible with CentOS 6.2 GNU/Linux kernel version 2.6.32.

Terms & Conditions

Sl.No.	Specification
1.	Due date: The tender has to be submitted before the due date. The offers received after the due date and time will not be considered.
2.	Preparation of Bids: The offer/bid should be submitted in two bid systems (i.e.) Technical bid and financial bid. The technical bid should consist of all technical details along with commercial terms and conditions. Financial bid should indicate item wise price for the items mentioned in the technical bid. The Technical bid and the financial bid should be put in separate covers and sealed. Both the sealed covers should be put into a bigger cover along with letter of EMD and to be sealed. The tender number and details should be superscripted on the left side of the outer cover. The Quotations should be valid for 90 days from the due date. The Quotations duly sealed and super scribed on the envelope with the reference No. and due date, should be addressed to “ Dr. Dilip Ganguly, Centre for Atmospheric Sciences, Indian Institute of Technology, Hauz Khas, New Delhi - 110016 ” so as to reach on or before the due date.
3.	Delivery of the tender: The tender shall be sent to the above mentioned addressee either by post or by courier so as to reach our office before the due date specified in our Schedule. The offer/bid can also be dropped in the tender box in the Centre for Atmospheric Sciences, IIT Delhi on or before the due date specified in the schedule.
4.	Opening of the tender: The offer/bid will be opened by a committee duly constituted for this purpose. The technical bid will be opened first and it will be examined by a technical committee, which will decide the suitability as per our specification and requirement. The financial offer/bid will be opened only for the offer/bid which technically meets all our requirements as per the specification.
5.	Acceptance/ Rejection of bids: The Committee reserves the right to reject any or all offers without assigning any reason.
6.	Pre-qualification criteria: (i) Bidders should be the manufacturer/developer or authorized dealer. Letter of Authorization from original equipment/Software manufacturer (OEM) on the same and specific to the tender should be enclosed. (ii) An undertaking from the OEM is required stating that they would facilitate the bidder on a regular basis with technology/product updates and extend support for the warranty as well. (iii) Non-compliance of tender terms, non-submission of required documents, lack of clarity of the specifications, contradiction between bidder specification and supporting documents etc. may lead to rejection of the bid.

7.	<p>Risk Purchase Clause: In event of failure of supply of the item/equipment within the stipulated delivery schedule, the purchaser has all the right to purchase the item/equipment from the other source on the total risk of the supplier under risk purchase clause.</p>
8.	<p>Delivery and Documents: Delivery of the item/software should be made within a period of maximum of 3 weeks from the date of placement of purchase order and the opening of LC. Within 24 hours of shipment, the supplier shall notify the purchaser by cable/telex/fax/e mail the full details of the shipment including contract number, etc. and date, description of items, quantity, name of the consignee, invoice etc. The supplier shall mail the following documents to the purchaser:</p> <ol style="list-style-type: none"> 1. 4 Copies of the Supplier invoice showing contract number, items description, quantity 2. unit price, total amount; 3. Insurance Certificate if applicable; 4. Manufacturer's/Supplier's warranty certificate; 5. The above documents should be received by the Purchaser before arrival of the items (except where the items have been delivered directly to the Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses.
9.	<p>Delayed delivery: If the delivery of the item is not made within the due date for any reason, the Committee will have the right to impose penalty 1% per week and the maximum deduction is 10% of the contract value / price.</p>
10.	<p>Prices: The price should be quoted in net per unit (after breakup) and must include all packing and delivery charges. The offer/bid should be exclusive of taxes and duties, which will be paid by the purchaser as applicable. However the percentage of taxes & duties shall be clearly indicated. The price should be quoted without custom duty and excise duty, since IIT Delhi is exempted from payment of Excise Duty and is eligible for concessional rate of custom duty. Necessary certificate will be issued on demand.</p>
11.	<p>Notices: For the purpose of all notices, the following shall be the address of the Purchaser and Supplier.</p> <p>Purchaser: Dr. Dilip Ganguly, Centre for Atmospheric Sciences, Indian Institute of Technology Hauz Khas, New Delhi - 110016.</p> <p>Supplier: (To be filled in by the supplier)</p> <p>_____</p> <p>_____</p> <p>_____</p>
12.	<p>Resolution of Disputes: The dispute resolution mechanism to be applied pursuant shall be as follows:</p> <ul style="list-style-type: none"> • In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or

	<p>difference shall be settled in accordance with 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 Director, Indian Institute of Technology (IIT) Delhi and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him 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.</p> <ul style="list-style-type: none"> • In the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be settled by arbitration in accordance with provision of sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules. • The venue of the arbitration shall be the place from where the order is issued.
13.	Applicable Law: The place of jurisdiction would be New Delhi (Delhi) INDIA.
14.	Supplier Integrity The Supplier is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state of the art methods and economic principles and exercising all means available to achieve the performance specified in the contract.
15.	Installation & Demonstration The supplier is required to provide all necessary help in the installation and demonstration of the software within 15 days of the arrival of software at the IITD site of installation; otherwise the penalty clause will be the same as per the supply of materials/software.
16.	Warranty: Warranty period shall be 12 months from date of installation of software at the IITD site of installation. Warranty must include all software updates, access to new version releases, upgrades, updates, bug-fixes of Intel® Cluster Studio 2013, and engineer-to-engineer support for a period of one year from date of installation of software at the IITD site of installation.
17.	Delivery Schedule: The tenderer should indicate clearly the time required for delivery of the item. In case there is any deviation in the delivery schedule, liquidated damages clause will be enforced or penalty for the delayed supply period will be levied.
18.	Governing Language The contract shall be written in English language. English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the same language.
19.	Applicable Law The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction.
20.	Taxes and Duties Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser. However, VAT in respect of the transaction between the Purchaser and the Supplier shall be payable extra, if so stipulated in the order.
21.	Payment:

	For Indigenous supplies, 100% payment shall be made by the Purchaser against delivery, inspection, successful installation, commissioning and acceptance of the equipment/software at IITD in good condition and to the entire satisfaction of the Purchaser.
22.	User list: Brochure detailing technical specifications and performance, list of industrial and educational establishments where the items enquired have been supplied must be provided.
23.	<p>Termination for Default</p> <p>The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:</p> <ol style="list-style-type: none"> i. If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the order or within any extension thereof granted by the Purchaser; or ii. If the Supplier fails to perform any other obligation(s) under the Contract. iii. If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. <ul style="list-style-type: none"> • For the purpose of this Clause: <ol style="list-style-type: none"> i. “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. ii. “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;” • In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner, as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.
24.	Disputes and Jurisdiction: Any legal disputes arising out of any breach of contract pertaining to this tender shall be settled in the court of competent jurisdiction located within New Delhi.
25.	Compliance certificate: This certificate must be provided indicating conformity to the technical specifications.
26.	Acknowledgement: It is hereby acknowledged that we have gone through all the conditions mentioned above and we agree to abide by them.

ANNEXURE-I

Sub. : Compliance Report against supply of Intel® Cluster Studio for Linux* OS (Ten User Perpetual License)

Sl. No.	Details	Yes / No
1.	We have gone through the terms & conditions of the tender document	
2.	Our organization or any of its subsidiaries have not been blacklisted by any Govt. / Autonomous bodies / Universities / Govt. Institutes.	
3.	The quoted price is valid for 3 months from the last date of submission	
4.	Income Tax Certificate attached*	
5.	VAT & TIN number copy attached*	
6.	Service Tax & Sales Tax Registration Certificate attached*	
7.	A detailed list showing number of items supplied by our company in last six months to various Government Organizations/ Institutions/ IITs / NITs with their full address, name of the contact person, fax number, mobile number, telephone Nos. and E-mail identity is attached.	

(Signature of authorized person)
Name : _____
Seal of the company
Date _____

ANNEXURE-II

DECLARATION

1. I,

_____ hereby certify, that all the information and data furnished by me with regard to this tender specification are true and complete to the best of my knowledge. I have gone through the specification, conditions and stipulations in details and agree to comply with the requirements and intent of specification.

2. I, further certify, that I am the duly authorized representative of the under mentioned tenderer.
3. I, further certify that my company meets all the conditions of eligibility criteria laid down to take part in the tender.
4. I, further specifically certify, that my company has not been Black Listed/De Listed or put to any Holiday by any Institutional Agency/ Govt. Department/ Public Sector Undertaking in the last three years.

Name of Tendering Company/ Firm/ Agency (Attach certificates of registration)	
Name of proprietor/Director of Company/Firm/Agency	
Full Address of Office with Telephone No. and FAX	
E-Mail	
PAN No. (Attach attested copy)	
Service Tax & Sales Tax Registration No. (Attach attested copy)	
Contact Person Name	
Mobile Number	

(Signature of authorized person)

Name : _____

Seal of the company

Date _____