



**STORES & PURCHASE SECTION**  
**INDIAN INSTITUTE OF TECHNOLOGY MADRAS**  
**CHENNAI 600 036**

Phone: 044 – 2257 8285/ 8288/ 8290; Fax: 044 – 2257 0509, 8102, 2257 8292, E-mail:  
adstores@iitm.ac.in

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**SPS/COMP.RC (OT)/011/2013-2014**

28-02-2013

**Sri A.V.SUDARSANAM**  
**DEPUTY REGISTRAR (S & P) I/C**

To  
M/s

**DUE DATE: 20.03.2013**  
**before 2.00 P.M**

Dear Sirs,

On behalf of the Indian Institute of Technology Madras, I invite you to tender for the supply of:

**COMMERCIAL RANGE OF COMPUTER SYSTEMS, ADD-ON PARTS, SPARES, PRINTERS & NOTE BOOK COMPUTERS FOR THE PERIOD OF 4 MONTHS (i.e.) FROM 01-04-2013 TO 31-07-2013 UNDER RATE CONTRACT**

Conforming to the specifications given in Annexure – A to E of the Schedule.

1. If you are in a position to quote in accordance with the requirements stated in the attached schedule, please download our tender documents from the Website <http://tenders.iitm.ac.in> and submit your quotation to this Office by specifying your rates in the space provided in the prescribed tender form itself along with a demand draft (obtained on or after the date of advertisement) for **Rs.525/= (Inclusive of VAT @ 5%) drawn in favour of The Registrar, Indian Institute of Technology Madras, Chennai-36 towards cost of the tender documents. No separate tender documents will be issued by us.**

**2. Preparation of Tender:**

- 2a. The Schedule to the Tender form should be returned intact whether you are quoting for any item or not. Pages should not be detached and when items are not being tendered for, the corresponding space should be defaced by some such words as 'not quoting'.

- 2b.** In the event of space on the schedule form being insufficient for the required purpose, you have to submit the rates in the letter head of your company clearly mentioning S.No. and other relevant particulars. Each such additional page must be numbered consecutively, bearing the Tender Number and be fully signed by you. In such cases reference to the additional pages must be made in the tender form.
- 2c.** If any modification of the schedule is considered necessary you should communicate the same by means of a separate letter sent with the Tender.
- 2d.** You should quote your product as per our specification requirements by mentioning our requirements and your offer side by side and the rate should be in total as per our requirements. We will not make any calculation if you have mentioned the rates of items separately.
- It is also to be informed that one particular model with one pricing is to be quoted only in one place. Mentioning of similar model with similar pricing in more than one place citing the reason that the particular model is higher specification than the required specification is not acceptable. We will not consider both the places.
- 2e.** In case your product specification does not exactly match our requirements, you may quote for your product, but you must highlight the deviation in specification point by point in the comments column.
- 2f.** If you need to add any item to your system in order to meet our specification requirements, you are required to quote for your basic system separately and also to quote the total value of the system including the option required to suit our requirements. Otherwise, your tender will not be considered at all.
- 2g.** Wherever applicable you are required to clearly indicate the Part No./Model No./Brand Name etc. If such details are not included, it will be presumed that your offer is not for branded item, but for generic only, and compared accordingly.
- 2h.** You should quote your rate only for our specification requirements in the format downloaded from our web site.

**3. Signing of Tender:** The Tender is liable to be rejected if complete information is not given therein or if the particulars and date (if any) asked for in the schedule to the Tender are not fully filled in or not duly signed/authenticated. Specific attention is drawn to the delivery dates and important conditions referred to in Annexure enclosed herewith. Each page of the tender documents required to be signed and bears the official seal of the tenderers.

**4. Delivery of Tender:**

- 4a.** The Original copy of the Tender is to be enclosed in a double Cover.
- 4b.** The outer cover should be sealed and addressed to the Registrar by Name

<b>The tender cover should be sent to:</b>	<b>MS.V.G.BHOOMA,IRPS REGISTRAR INDIAN INSTITUTE OF TECHNOLOGY MADRAS CHENNAI-600 036</b>
<b>LAST DATE for receipt of Tender</b>	<b>20-03-2013 before 2.00 PM.</b> The Institute shall not be responsible for the late receipt of tender on account of postal or any other delay. The Tender box will be closed exactly at 2 p.m. sharp.

**4c. The Tender Cover should be superscribed on the left hand side "OPEN TENDER no. SPS/COMP.RC (OT)/011/2013-2014 ".**

**4d.** Right is reserved to ignore any tender which fails to comply with the above instructions. Tender should be sent either by REGISTERED POST ACKNOWLEDGEMENT DUE OR THROUGH MESSENGER. If the Tender is sent through Messenger, the same has to be dropped in the TENDER BOX marked Stores & Purchase kept for this purpose in the REGISTRAR'S OFFICE, (1<sup>st</sup> floor of Admin.Building) before 2.00 PM on due date. ***In addition to submission of tender documents you are also required to enter the pricing, deviation if any and other information by yourself through on-line at your place only for quick processing of this rate contract. For entering through on-line, necessary password will be allotted to you. You are also requested to submit soft copy in excel format to us without fail on or before 22.03.2013 at 5.00 p.m.***

**4e. You are requested to contact our section to collect IIT Computer Rate Contract tender Website address & password on 20-03-2012 at 2.00 P.M. after submission of original authorization letter as indicated in Page No. 9 Sl. No. 10.**

**5. Period for which the offer will remain open:** (i) Firms tendering should note the period for which it is desired that their offers should remain open for acceptance. If the firms are unable to keep their offers open for the specified period they should specifically state the period for which their offers from being considered provided, however, the day up to which the offer is to remain open being declared closed holiday for the Indian Institute of Technology, Madras, the offer shall remain open for acceptance till the next working day. (ii) Quotations qualified by such vague and indefinite expressions such as 'subject to immediate acceptance', 'subject to prior sale' will not be considered.

**6.Opening of Tenders:** You are at liberty to be present or authorize a representative to be present at the opening of the tender at the time and date specified in the Schedule.

**7. Prices:**

**7a.** The prices quoted must be net per unit shown in the schedule and must include all packing and delivery charges and other statutory levies.

**7b. The prices quoted by the Tenderer should be inclusive of Sales Tax/VAT and other statutory levies** (and should be clearly stated to be so) which will be paid by the Purchaser/if legally leviable at the rate ruling on the date of supply as specified in the Acceptance of Tender.

**7c. The percentage of tax etc included in the price should be indicated in clear terms. If the inclusive price is not given, we will treat your offered rate as inclusive rate and comparison be made with others.**

**7d.** If at the time of comparison of your offer without taxes etc. happens to be lowest, you are bound to supply as per the offered rate only. Hence you are requested to be careful while quoting for the tender.

**7e. The price should be without customs duty and excise duty since IIT Madras is fully exempted from the payment of excise duties and also eligible for payment of concessional customs duty against submission of Essentiality Certificate. The customs duty will be payable /reimbursable by us at the time of clearance on production of necessary proof. Hence**

**these duties need not be included in the price while quoting.** Necessary document will be provided at the appropriate time. IIT will make necessary arrangements for the clearance of imported goods at Airport.

- 7f. No price revision, changes in the specification already given or changes in the terms and conditions etc during the rate contract period is acceptable. In view of the frequent downward price movements in the recent past, you must give an undertaking to the effect that "in case of downward price movements during the Rate contract period, the firm promises to pass on the advantage to IIT Madras". Your quotation will be summarily rejected if such an undertaking does not accompany the quotation.**

**We are eligible for concessional VAT/CST on submission of concessional certificate. The Institute is not authorized to issue C and D forms of Sales tax certificate. Hence VAT/CST should be charged at concessional rates as applicable to educational and research institutions run without profit motives, for which necessary certificate will be issued on demand at the time of retirement of documents/payment, wherever applicable.**

**8. Terms of Delivery:** Supply, Installation and Commissioning are required by date(s) specified in the Schedule of Tender. If, however, it is not possible for you to effect supply, installation and commissioning by the date(s), you should specify the date(s) by which you can guarantee supply, installation and commissioning in the prescribed schedule to the Tender.

- 8a. The Supplier has to supply the items as per the Rate Contract offered specification only. If they supply the lower configuration, it will not be accepted at all.**
- 8b.** The offer of higher configuration in lieu of withdrawal model will be accepted only if you have informed us in writing prior to the supply that the ordered model does not exist in the market (to be accompanied by a proof from the manufacturer about withdrawal of model) and also agreed to supply the higher model at the same price of withdrawal model. The request for the change in supply requires prior recommendations of HOD & CPC.
- 8c.** The supply of higher model should be made only after issue of amendment to the purchase order by us.
- 8d.** In case you do not supply the ordered items for any reason we have reserves the right to purchase the same from other vendor at the prevailing market rate and you will be liable to pay the difference amount over and above the agreed Rate contract price to us which will be adjusted against any of your pending bills.

**9. Right of Acceptance:** The Indian Institute of Technology Madras, Chennai-600 036 does not pledge itself to accepting the whole or any part of the Tender or portion of the quantity offered.

**10. Communication of Acceptance:** Acceptance by the Purchaser will be communicated by Post, if required, and the Company's acceptance to be communicated to us formally in writing. The Institute shall not be responsible for the late receipt of tender documents due to postal and or any other delay. **The selection once made is final & no more request has been entertained from any of the supplier regarding this Rate Contract. IIT**

**Madras reserves the right to conduct Reverse Auctioning for all the items as and when required.** It is also proposed to extend the Rate Contract for further period if required subject to confirmation from your company at that time. It is also requested to accept and honour the purchase orders received within 15 days from the date of closure of this Rate Contract at the Rate Contract agreed price, since the indent process has been generated by the department within the Rate Contract period under the knowledge of the supplier.

**11. Bulk discount has to be indicated in terms of percentage only as given in "Important Conditions" Page No.8, S.No.9**

Yours faithfully,

**DEPUTY REGISTRAR(S & P) I/C**

**INDIAN INSTITUTE OF TECHNOLOGY MADRAS 600 036**  
**Stores and Purchase Section**

**SCHEDULE TO INVITATION OF TENDER NO. SPS/COMP.RC(OT)/011/2013-2014**

**LAST DATE & TIME FOR RECEIPT OF TENDER: 20-03-2013 AT 2.00 PM**

**TIME FROM WHICH OUR COMPUTER RATE CONTRACT WEB SITE OPEN FOR ONLINE ENTRY**

**OPENING: 10.00 A.M. ON 21-03-2013**

**CLOSING: 5.00 P.M. ON 22-03-2013**

**TIME & DATE OF OPENING OF TENDER: 25-03-2013 AT 4.00 PM**

In the event of the date of opening of tender being declared a closed holiday for the Indian Institute of Technology Madras the due date for opening will be following working day.

The Tender shall remain open for acceptance/validity till: **31-07-2013**

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Item No.	Description of Stores	Accounting Unit	Quantity	Rate per Unit
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**IMPORTANT TO NOTE:**

1. All tender documents should be filled in and returned duly signed
2. Tenderer must state categorically whether or not his offer is exact to tender specifications and indicate deviations, if any failing which his offer will be ignored.
3. Your offer should be accompanied by catalogue of the computers.
4. Delivery should be effected within the time frame as given in S.No.8 Page No.4
5. **Fax & E-mail quotations will not be accepted.**

**NOTE: ONE AGENT CAN NOT REPRESENT FOR TWO MANUFACTURERS OR SUPPLIERS OR QUOTE ON THEIR BEHALF AT ONE TIME FOR THE SAME ITEM IN THE SAME TENDER. EITHER THE INDIAN AGENT ON BEHALF OF THE PRINCIPAL/OEM OR THE PRINCIPAL THEMSELVES CAN BID BUT BOTH CANNOT BID SIMULTANEOUSLY FOR THE SAME ITEM/PRODUCT IN THE SAME TENDER.**

In case of import all the particulars required for opening Letter of Credit should be furnished in clear terms. After opening of L/C, based on our tender, no more requests for amendment of L/C will be entertained.

Total inclusive price should be quoted in nearest Rupee (Supply, installation and commissioning at IIT, Madras)

## **IMPORTANT CONDITIONS**

The following instructions are to be followed meticulously FAILING WHICH YOUR OFFER WILL NOT BE CONSIDERED:

1. Please mention the Part No., Model No. & Make wherever required and also TNGST/CST/VAT No and Area Code failing which your quotation will be rejected. All of your future correspondences including Invoices should bear the TNGST/CST/VAT No. and Area Code.
2. Withdrawal of a Model quoted in the Rate Contract is acceptable ONLY IF accompanied by a certificate from the manufacturer to that effect. Correspondence in this connection must be addressed to Deputy Registrar (Stores & Purchase). The offer of higher configuration in lieu of withdrawal model will be accepted only if there is no change in the price offered.
3. Quotations should be submitted in Arrack Sealed Cover (Sealing Wax). The quotation should be in typed in the space provided in the downloaded format only. No manual entries are accepted and this will be rejected at the opening stage itself. Quotes given by the tenderers in their own format/letter heads will not be considered at all.
4. Warranty should be 3 years Comprehensive (Parts + Services) on site for systems of all brands. The rate should be quoted accordingly. Warranty for Spares, Printers and Note Book Computers is one year.

During the warranty period, the complaint is to be attended to within 2 days otherwise your name will be removed from our mailing list after forfeiting EMD remitted by you. In addition penalty as decided by the committee will be deducted from your company's other bills.

If any computer system gives continuous trouble, say three times in one month during the warranty period, you have to replace the system with new system without any additional cost of the purchaser.

5. In case of Import, the Insurance & Freight Charges should not exceed 6% of FOB Value. You are requested to quote FOB price as well as CIF, CHENNAI mentioning Freight & Insurance charges separately. No Ex-Works pricing is considered.
6. Delivery Period for Import & Indigenous Items:

The delivery of item should be made only on receipt of purchase order from the Institute.

For Indigenous Items: Items should be delivered within 4 week's time. No further extension of time will be allowed. In case of emergency, item should be supplied within a week.

For Import Items: The order acknowledgement should be issued by Fax/E-mail within 3 days, and the item should be airlifted within 15 days from the date of receipt of the Letter of Credit copy / copy of Demand Draft as the case may be.

Any delay beyond the time indicated above will be viewed seriously. If there is any delay without any valid reason and not accompanied by proof from the manufacturer a penalty at the following rates will be imposed on them and necessary recovery will be effected while making payment without any reference to you.

- Delay of 16 to 30 days – 1% of the cost
- Exceeding 30 days to 2 Months – 2% of the cost
- Beyond 2 Months – 5% accompanied by forfeiture of EMD in full.

Non delivery of items will lead to cancellation of Purchase Order without any notice. In addition, action will be taken for removing them from our mailing list in respect of future enquiry.

7. No Advance Payment will be made for Indigenous purchase. 100% Payment against Delivery and installation in respect of Computer Systems for local purchase can be agreed to. In respect of Import, Demand Draft can be drawn upto US\$2000 (Dollar Two Thousand only) against Proforma Invoice on an undertaking from the principal that the items will be exported within 10 days. Demand Draft will be drawn, and copy of the same will be given to you as proof, and the original Demand Draft will be handed over to you on satisfactory installation of the systems. For more than US\$ 2001.00 normally payment will be made by Letter of Credit only. Initial opening of Letter of Credit charges will be borne by us. If any amendment is requested for, the charges for the amendment will be borne by the supplier only. Hence, care should be taken in all respects before opening of Letter of Credit. Advance Wire transfer will be made only after receipt of documents evidencing dispatch of items.
8. After the announcement of Rate Contract, changes in Specification can be entertained, only if Manufacturer's certification for the change has been obtained and produced.
9. For each item, quote % of discount offered in case of BULK PURCHASE in the following slabs.
  1. 2 to 5 Nos.
  2. 6 to 10Nos.
  3. 11 to 25 Nos.
  4. 26 to 50 Nos.
  5. 51 Nos. and above

Within these categories, you may quote for sub-slabs also. If you do not quote % of discount, it will be presumed that you are not open for BULK PURCHASE and your company's offer will be treated as for single item only and your offer will not be considered at all for Bulk Purchase. The Institute will be at a liberty to call for additional discount from the suppliers in the case of bulk orders.

10. The Tenderer has to produce original authorization letter separately to this Institute before the closing time and date quoting the Tender No., Date, Period of Authorization, items for which authorized etc. ( i.e. for Desktop, Workstation, Notebook, Printer etc or for all the items should be clearly specified in that letter.) and the copy of the same are also required to be enclosed in the original Tender documents. The Online password for entering the online quote will be given only to those who have produced original authorization letter for commercial range of products and not for consumer Desktop/Laptop/Products. In the case of MNC brands if the manufacturers withdraws your authorization at any time during the Rate Contract period, our Rate Contract with you will stands terminated without any further notice to you. In this regard refer important note given in page 6.



11. **Condition relating to quoting in Excel sheet, Online entry etc.**

- a. The vendors are requested to download the excel files and quote for each item listed. There are columns provided against each item to enter the price.
- b. The Tenderer has to give their quote exactly for our specification requirements. In the case of offer of higher configurations, then the full specification should be indicated in comments column but price is to be indicated in the price column only. The offer of lower configuration will not be considered at all.**
- c. It is also to be informed that one particular model with one pricing is to be quoted only in one place. Mentioning of similar model with similar pricing in more than one place citing the reason that the particular model is higher specification than the required specification at that place is not acceptable. We will not consider the quoted models in both the places.**
- d. No Rupee Price is to be indicated in the comments columns. The Online software will not take prices given in comments column into account for comparison & selection. However Dollar price may be entered.**
- e. More than one specification in the Comments columns will not be accepted.**
- f. The quote must be given in the downloaded format itself by specifying the rates only on the columns provided for that purpose.
- g. Go through the Specifications carefully and quote the price separately for Onboard (Integrated / Internal) and External separately for each item.
- h. If the quote is not specific, the same may not be entertained.
- i. If the vendors have multiple brands/ higher options against IIT Specification for Notebook Specification, the same may be indicated separately in the comments column and price in price column for which separate rows are provided in the Notebook specification itself.
- j. The vendors are requested to include a printed version of the completed excel sheets duly signed and put in a sealed cover along with a CD containing the soft version of excel files put in the same sealed cover. This should be submitted as instructed in the above tender.
- k. The value quoted in the hard copy shall be the final. If there is any variation of price quoted between Hard copy and Online entry, the lowest of the two will be taken into account for comparison & selection. The vendor cannot change any of the specification in the excel file available at the web site. If any change is found then that item shall not be considered at all.

12. Suppliers are informed not to contact the end users directly with an intention of bagging heavy orders.

**SRI A.V.SUDARSANAM  
DEPUTY REGISTRAR (S&P) I/C**

## **ANNEXURE**

### **INSTRUCTIONS & SPECIAL CONDITIONS**

(To be returned by Tenderer along with the Tender duly signed)

#### **1. GENERAL:**

Tenderer should furnish clear declaration as follows:

We declare that I am/we are

- i) Accredited Agents of the suppliers aboard;
- ii) Authorized Agents of the Projects & Equipment Corporation of India Ltd.,
- iii) Eligible for import of Scientific Equipment from East European Countries;
- iv) Holders in stock of the stores tendered for  
(Strike out what is not applicable)

#### **2. CONDITIONS OF CONTRACT:**

Printed or cyclostyled or such terms and conditions of the tenderer, not appearing in the body of the tender will not be considered as forming part of the tender. Tenderer should quote on the basis of the conditions referred to in Para of the invitation to tender and tender papers. In case these terms and conditions are not acceptable to the tenderer, he should specifically state the deviation(s) there from in the body of the tender.

#### **3. DEVIATION FROM SPECIFICATIONS:**

It is in the interest of the tenderer to study the specifications in the tender schedule thoroughly before quoting so that, if any deviations are made by the tenderer, the same are prominently brought out in the body of the tender. If you need to add any optional items to your system in order to meet our specifications, you are requested to quote for the total including the option required to suit our requirements; otherwise, your tender will not be considered at all.

#### **4. PRICE:**

- i) Prices must be in Rupees. For import from General Currency Area, the price may be indicated in foreign Currency (both F.O.B. & C.I.F. CHENNAI by Air/Sea). The price should be without Customs Duty and Excise Duty since IIT Madras is exempted from the payment of excise duties and eligible for payment of concessional rate of Customs duty.
- ii) ***Agency Commission, if any will be paid to the Indian agents in Rupees on receipt of the equipment and after satisfactory installation. Agency Commission will not be paid in foreign currency under any circumstances. If no mention is made in the quote, a minimum of 2% shall be taken as agency commission and which will be deducted from the quoted value and will be paid only in Indian rupees.***
- iii) The unit prices should be for the same unit as indicated in the Schedule to tender enquiry and not for any other unit.

- iv) Prices quoted should be for supply, installation and commissioning in IIT Madras.
- v) Discount has to be indicated prominently in terms of percentage only.
- vi) Offers should normally be on firm price basis. If the tenderer cannot quote firm prices, variable prices with a ceiling have to be indicated. If the variation price being lower than the price stated in the quotation, the purchaser should have the benefit of lower price. . **No price revision, changes in the specification already given or changes in the terms and conditions etc during the rate contract period is acceptable. In view of the frequent downward price movements in the recent past, you must give an undertaking to the effect that "in case of downward price movements during the Rate contract period, the firm promises to pass on the advantage to IIT Madras".** If the selected configuration is purchased from or supplied by other vendors/Manufactures at a price lower than Rate Contract agreed price, then the payment will be restricted to that price without any reference to your company.
- vii) **Necessary certificate for availing full excise duty exemption/ availing concessional custom duty will be issued on demand. We will make necessary arrangements for the clearance of imported items from airport/seaport. Hence price should not include the above charges and duties.**
- viii) The prices quoted must be net per unit shown in the schedule and must include all packing and delivery charges and other statutory levies. **The prices quoted by the Tenderer should be inclusive of Sales Tax/VAT and other statutory levies** (and should be clearly stated to be so) which will be paid by the Purchaser/if legally leviable at the rate ruling on the date of supply as specified in the Acceptance of Tender. **The percentage of tax etc included in the price should be indicated in clear terms. If the inclusive price is not given, we will treat your offered rate as inclusive rate and comparison be made with others.** If at the time of comparison of your offer without taxes etc. is happened to be lowest, you must bound to supply as per the offered rate i.e. without taxes etc. Hence you are requested to be careful while quoting for tender.
- ix) **We are eligible for concessional VAT/CST on submission of concessional certificate. The Institute is not authorized to issue C and D forms of Sales tax certificate. Hence VAT/CST should be charged at concessional rates as applicable to educational and research institutions run without profit motives, for which necessary certificate will be issued on demand at the time of retirement of documents/payment wherever applicable.**

#### **5. TRANSIT INSURANCE:**

The Purchaser will not pay separately for Transit Insurance.

**6. PAYMENT:**

- i) Payment will be made only after completion of supply, installation and commissioning of the Systems to the entire satisfaction of the Purchaser.
- ii) If the payment is desired to be made to their Principals directly, the same will be made against Irrevocable Letter of Credit only. For more details, see the accompanying note on "Important Conditions".
- iii) No Advance Payment will be made either for Indigenous Purchase or Import.
- iv) Advance dispatch details like Invoice Copy, Airway Bill No., Packing List and flight No. should be sent immediately after shipment for early clearance and also make suitable arrangements for sending Cargo Arrival Notice (CAN) in time. Demurrage charges, if any, on account of delay in receipt of above will be debited to supplier's account.
- v) Delayed delivery will attract Penalty clause Page No.7 Sl.No.6 under "Important Conditions"

**7. TENDERER SHALL SUBMIT ALONG WITH HIS TENDER:**

- i) PAN No. of the company along with proof of PAN card.
- ii) Name and full address of the Banker and their swift code and other bank details
- iii) Proof of having ISO or other equivalent certification given by appropriate authorities.
- iv) Proof of registration with sales tax /VAT authorities like registration/ TIN number, range etc. in clear terms.

**8. SECURITY DEPOSIT:**

<b>Earnest Money Deposit (EMD)</b>	Computer Systems & Notebooks - Rs.20,000/- Computer Spares - Rs.10,000/- Printer - Rs.10,000/- Computer Systems, Add-on Parts, Spares, Printers & Note Book Computers - Rs.40,000/-
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EMD has to be paid along with the tender in the form of Demand Draft drawn in favour of Registrar, IIT, Madras 600 036 payable at, Chennai.. This Earnest Money will be returned to the unsuccessful tenderer after the final disposal of the tenders. EMD will not carry any interest. The EMD will be retained in the case of successful tenderer until the warranty period is over for all the supply made by them. Even if they are selected for one System only, the EMD paid for all together will be refunded only after the expiry of contract period. EMD will not be waived under any circumstances. EMD will be forfeited in the case of non-execution of the order within the due date. Adjustment of EMD submitted earlier for this rate contract is allowed only if the copy of receipt issued by IIT has been produced. Otherwise, no adjustment will be permitted and non submission of EMD will lead to rejection of tender at the opening stage itself.

## **9. DISTRIBUTORSHIP CERTIFICATE:**

Quotations will be accepted only from manufacturers for branded items of Computer Systems, Add-on Parts, Spares, Printers & Note Book Computers. If they are not in a position to quote, they may authorize **not more than two** exclusive Accredited Resellers/Channel Partners/Deluxe Premium Service Partners, who may quote along with proof of authorization mentioning the Tender No., Date, Period of Authorization etc. in clear terms as well as clearly mentioning the products authorized (i.e) only for Computer System or Printer or Notebook computer or for all the items as a whole. **However it is to be ensured that no agent can represent for more than one manufacturer/Brand at a time.**

**NOTE: 1. ONE AGENT CAN NOT REPRESENT FOR TWO MANUFACTURERS OR SUPPLIERS OR QUOTE ON THEIR BEHALF AT ONE TIME FOR THE SAME ITEM IN THE SAME TENDER.**

**2. EITHER THE INDIAN AGENT ON BEHALF OF THE PRINCIPAL/OEM OR THE PRINCIPAL THEMSELVES CAN BID BUT BOTH CANNOT BID SIMULTANEOUSLY FOR THE SAME ITEM/PRODUCT IN THE SAME TENDER.**

Sole selling Agents/Distributors of a particular make should submit a Certificate from their Principals to the effect that they are the authorized Agents of the Manufacturers and that they are authorized to import and supply the equipment to IIT Madras mentioning the Tender No. & Date in clear terms.

The authorization letter is to be given by the original manufacturer only & not to be obtained from any dealer/ distributor/ Supplier etc. The authorization letter has to be signed by the SINGLE sole authority who has been vested with the power of issuing authorization letter for commercial range of products. The proof for authority has to be indicated in the letter itself. The letter signed by others will not be accepted. If no specific Tender authorization certificate has been produced, their quotes will not be considered for Branded items and will be considered as an assembled item only.

If there is a branch for MNC manufacturer in Chennai then rupee quote order if selected will be issued favoring that branch office only. Hence not to authorize any other local supplier as Agent for effecting supplies, after sales, services etc.

## **10. GUARANTEE:**

The tenderer has to declare that the goods sold to the buyer under this contract shall be of the best quality and workmanship and shall be strictly in accordance with the specifications. Tenderer should indicate the period for which the said goods/articles would continue to conform to the specifications.

## **11. JURISDICTION:**

All questions, disputes, or differences arising under, out of or in connection with the contract, if concluded, shall be subject to the exclusive jurisdiction at the place from which the acceptance of Tender is issued.

**12. ACKNOWLEDGMENT:**

It is hereby acknowledged that we have gone through all the points listed in the main Page No. 1 to 6, those in the accompanying note on "Important Conditions" Page No. 7 to 10, and under "Instructions & Special Conditions" Page No. 11 to 15 outlined above, and we agree to abide by them under the penalty of permanent disqualification for Tender participation and for related penal actions for non-abidance of the conditions.

**SIGNATURE OF TENDERER  
ALONG WITH SEAL OF THE  
COMPANY WITH DATE**