



सीएसआइआर- केन्द्रीय इलेक्ट्रॉनिकी अभियांत्रिकी अनुसंधान संस्थान

CSIR-CENTRAL ELECTRONICS ENGINEERING RESEARCH INSTITUTE

(विज्ञान तथा प्रौद्योगिकी मंत्रालय, भारत सरकार/MINISTRY OF SCIENCE & TECHNOLOGY, GOVT. OF INDIA)

पिलानी - 333 031 (राज.) भारत PILANI - 333 031 (RAJASTHAN) INDIA

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PH No. 01596-244710

REGISTERED POST

No. 644/ICT/NMC/6-Pur/15/T-133

Dated: 11-02-2016

TENDER DOCUMENT

M/s. _____

Sub: ASA5545-FPWR-K9 etc.

Dear Sirs,

1. The Director, CSIR-Central Electronics Engineering Research Institute (CEERI), Pilani – 333 031, invites you to quote for the stores as per the **SCHEDULE OF REQUIREMENT ANNEXURE-I ON FIXED PRICE BASIS**. Sealed quotation must be submitted on the specified date & time.
2. Quotation duly completed in all respects must reach **THE STORES & PURCHASE OFFICER, CSIR-CEERI, PILANI-333031 (Rajasthan) NOT LATER THAN 2.30 P.M. ON 09-03-2016 AND THE SAME WILL BE OPENED ON 09-03-2016 AT 3.30 PM**. The Due Date & Time and Opening Date & Time will not be extended at all.

YOU ARE ADVISED TO GO THROUGH THIS DOCUMENT CAREFULLY AND TO COMPLY WITH ALL THE REQUIREMENTS OF THIS DOCUMENT.

3. **SUBMITTING OF TENDERS:**

Your offer must be split in TWO parts and must be put in separate envelopes and be embossed clearly as follows:

(a) **TECHNO COMMERCIAL BID**

(b) **PRICE BID**

4. A pictorial representation of the embossment is as follows:

ENVELOPE – I

TECHNO COMMERCIAL BID

Sub.: ASA5545-FPWR-K9 etc.
CSIR-CEERI Tender No. 644/ICT/
NMC/6-Pur/15/T-133
Last date & Time for receipt of
Tenders 09-03-2016 at 2.30 PM
Date of opening 09-03-2016 at 3.30PM
To,
The Director,
CSIR-CEERI, Pilani

ENVELOPE – II

PRICE BID

Sub.: ASA5545-FPWR-K9 etc.
CEERI Tender No. 644/ICT/ NMC/
6-Pur/15/T-133
Last date & Time for receipt of tenders
09-03-2016 at 2.30 PM
To,
The Director,
CSIR-CEERI, Pilani.

5. **Envelope – I and Envelope – II are then to be put together in another envelope as outer cover.** The outer cover should be addressed to THE STORES & PURCHASE OFFICER, CSIR-CEERI, PILANI – 3333031 (RAJASTHAN) mentioning the details given below.

TECHNO ECONOMIC BID
ENVELOPE - I

PRICE BID
ENVELOPE - II

Tender No. 644/ICT/NMC/6-Pur/
15/T- 133
Last date & Time for receipt of
Tenders 09-03-2016 at 2.30 PM
Date of Opening 09-03-2016 at
3.30PM
THE STORES & PURCHASE
OFFICER,
CSIR- C.E.E.R.I.,
PILANI – 333 031

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NOTE: BOTH TEHNO COMMERCIAL AND PRICE BID SHALL BE CLOSED WITH SEALED WAX.

6. Director, CSIR-CEERI reserves the right to accept any or all tenders either in part or in full without assigning any reasons thereof.
7. One cover should contain only one Tender.
8. The time, date and place of opening of Price bid will be intimated to the bidders in advance and all bidders or their authorized representative are at liberty to be present during opening of the tenders.

TO SUMMARISE THE CONTENTS OF ENVELOPE-I AND ENVELOPE-II WOULD BE AS FOLLOWS:

Envelope – I (Techno Commercial Bid) must contain

Techno Commercial bid. It must contain the following:-

INSTRUCTIONS:-

1. Commercial Terms and Conditions without any indication of price.
2. The bidder shall bear all costs associated with the preparation and submission of its bid irrespective of the conduct or outcome of the bidding process.
3. The bidder should not indulge in any corrupt, fraudulent, collusive, coercive practices during the entire process of procurement and execution of contract/order.
4. Before the deadline for submission of the bid, CSIR-CEERI reserves the right to modify the bidding document and to extend or not to extend the date of submission. Such amendment/modification will be notified to bidders receiving the bidding document in writing or by cable/fax/email and will also be hosted on CSIR-CEERI website.

5. Conditional tender will be summarily rejected.

6. A bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice signed by the authorized signatory before the date of submission of the bid. Any re-submission or modification in the bid should be submitted before the date and time of submission of bid as originally conveyed in the invitation of bid.

7. No bid may be withdrawn, substituted or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form or any extension thereof.
8. First envelope marked "WITHDRAWAL" shall not be opened, but returned to the Bidder subject to submission of valid authorization to request the withdrawal. In case of substituted and modified bid, only the substituted bids and modified bids will be opened subject to production of authorization from the bidders.
9. The Bid shall be prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and CSIR-CEERI shall be written in English language only.
10. The price quoted by the bidder shall remain un-changed during the contract period and shall not vary on any account.
11. **The vendor must be quoted all lots and items listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Lots or items not listed in the Price Schedule shall be assumed to be not included in the bid.**
12. **Excise Duty** – We are exempted from the payment of Excise Duty under notification number 10/97. Hence Excise Duty if any, should be shown separately for which excise exemption certificate will be issued.
13. **Sales Tax** – The percentage of Sales Tax as applicable should also be specified clearly in the quotation. However concessional Sales Tax is allowed by states to R&D units against concessional / Sales Tax Certificate which will be issued along with order. We are not eligible to issue Form "C" or "D".
14. The prices should be FOR CSIR-CEERI inclusive of packing, forwarding, installation and commissioning, freight and insurance charges. In case of Ex-Works Prices, The Packing, Forwarding Freight, Insurance, Installation/ Commissioning charges must be clearly quoted in your quotation. No other charges than those mentioned in the quotation will be paid.
15. The technical details and specifications of the items must be indicated clearly point by point conforming to the description of the item/specifications enclosed to this tender **Annexure – I** along with Commercial terms & conditions such as payment terms, delivery date applicable packing, freight, insurance, taxes, installation and commissioning. **As per Annexure – I. WHERE THERE IS NO MENTION OF THE ABOVE TERMS AND CONDITIONS SUCH QUOTATIONS SHALL BE REJECTED AS INCOMPLETE.**
16. Our tender specifications/drawings and technical documents duly stamped and signed by your authorized signatory on all pages in toke of acceptance of our tender specifications/technical requirement and terms and conditions.
17. Comparative statement of technical offers drawing a comparison between your offered specifications and our tender specifications bringing out clearly the deviations, if any.
18. **THE VENDOR MUST BE OFFERED THE VALIDITY OF QUOTATION AS MENTIONED IN TENDER DOCUMENT. IF THE BID VALIDITY IS SHORTER THAN THE REQUIRED PERIOD, SUCH QUOTATIONS SHALL BE REJECTED AS INCOMPLETE.**
19. Deadline for Submission of Bids: - Bids must be received by the CSIR-CEERI at the address specified in invitation for bids no later than the time and date specified therein. In the event of the specified date for the submission of Bids being declared a holiday for the CSIR-CEERI, the Bids will be received up-to the appointed time on the next working day.
20. LATE BIDS: - Any bid received by the CSIR-CEERI after the deadline for submission of bids prescribed by the CSIR-CEERI will be rejected. Such tenders shall be marked as late and not considered for further, evaluation. They shall not be opened at all and be returned to the bidders in their original envelope without opening.
21. The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.

Envelope – II (Price Bid) must contain:

1. Complete quotation both TECHNO COMMERCIAL AND PRICE with commercial terms and conditions along with charges of Packing, freight, insurance, Taxes and installation and commissioning and payment terms, delivery date and validity of quotation etc. As per enclosed format. **WHERE THERE IS NO MENTION OF THESE TERMS AND CONDITIONS SUCH QUOTATIONS SHALL BE REJECTED AS INCOMPLETE.**
2. The quotes must signify the capacity in which the quotation has been signed i.e. whether as a sole proprietor, authorized Partner or as authorized signatory of a company.

TERMS AND CONDITIONS

1. **PRICE:** The prices should be **FOR CSIR-CEERI** inclusive of packing, forwarding, installation and commissioning, freight and insurance charges. In case of Ex-Works Prices, The Packing, Forwarding, Freight, Insurance, Installation/Commissioning charges must be clearly quoted in your quotation. No other charges than those mentioned in the quotation will be paid.
2. **PACKING:** - The goods must be packed by standard packing material and standard export / import packing material in case of import failing which supplier will only be responsible for any damages / discrepancies to the consignment due to poor packing of goods.
3. **PERIOD OF DELIVERY:** - The goods must be delivered within 6 weeks from the date of firm order positively. However if this delivery period is not acceptable to you, please quote your fixed date of delivery.
4. **VALIDITY OF OFFER:** - **The prices must be valid for a period of One month from the date of opening of the quotation. No upward changes in prices will be acceptable in any condition after opening of tender.**
5. **PRE INSTALLATION REQUIREMENTS:-** Pre installation requirements like Space, Power Supply, Water Line or any other essential requirements which are to be kept ready / completed by CSIR-CEERI before supply of equipment, must be quoted by the bidder clearly in their quotation to avoid the delay in Installation & Commissioning of equipment.
6. **GUARANTEE:- ASA5545-FPWR-K9 etc. must be guaranteed / warranted for a period of 90 days (Un-conditional warranty) from the date of its acceptance by CSIR-CEERI against all manufacturing defects.** If the machine is found defective during this period the whole machine or part thereof will have to be repaired/ replaced by the supplier free of cost at CSIR-CEERI. However, if the machine are guaranteed/ warranted for a period of more than one year, it may be specifically mentioned in the quotation. In case the firm fails to rectify the defects and machine is not put to proper function to our satisfaction, the whole machine will be returned to the supplier at their cost. Either the supplier will replace the whole machine to our satisfaction or whole money paid FOR CSIR-CEERI on the account of purchase of the machine will be refunded by supplier to CSIR-CEERI.
7. **EMD in the form of Demand Draft (D.D.) or Bank Guarantee for ₹ 50,000=00 (₹ Fifty Thousand Only) in favour of Director, CEERI, Pilani valid up to 6 months from the date of opening of tenders. The pro-forma for Bank Guarantee is enclosed.**
8. **SPARE PARTS:-** The availability of spare parts must be guaranteed for a period of 10 years. In case of discontinuation of the equipment, you have to intimate us in advance.
9. **AFTER SALE SERVICE:** - It must be clearly indicated in the quotation whether the after sales service would be provided by supplier himself or by their authorized agent after satisfactory installation/commissioning of equipment.

10. **PAYMENTS:-** The payment will be made against bill only after supply of material in good working conditions and material accepted by CSIR-CEERI and after acceptance certification by our technical expert/scientist. However, supplier will be required to submit performance bank guarantee for 10% amount of the total value of order along with acceptance of our order valid up to expiry of warranty period plus two months. In case of non fulfilling the commitments the Bank Guarantee will be forfeited.
11. **No advance payment will be made to any supplier.**
12. **INSPECTION:-** The material shall be opened in the presence of firm's representative and inspection of the machine will be done by our technical expert /scientist in the presence of firms representative at CSIR-CEERI. In case firms representative is not available, the inspection will be done by CSIR-CEERI. The discrepancies (if any) will be intimated to supplier accordingly. All short supplies (if any) will be arranged by supplier on FOR CSIR-CEERI basis. In case of receipt of the material in damaged or defective condition the supplier will have to arrange the replacement of machine free of cost pending the settlement of the insurance case wherever applicable.
13. **PENALTY: -** In case the delivery of material is not made on or before the prescribed date of delivery is not completed within stipulated period by the supplier a penalty @ 0.5% per week of order value will be charged to a maximum of 5% from the successful tenderer.
14. **PERFORMANCE SECURITY:-** An unconditional performance bank guarantee from scheduled bank for 10% amount of order value has to be furnished by successful tenderer along with acceptance of our order towards the performance security within 21 days of the placement of order failing which the order shall be deemed as terminated. The bank guarantee must be valid up to delivery period warranty period plus 2 months. In case of any breach of contract the bank guarantee will be forfeited.
15. **DELETION OF NAMES OF DEFAULTING PARTIES:-** Names of parties backing out/defaulting after opening of tenders will be recommended for deletion from the list of suppliers in addition to forfeiture of EMD submitted by the party. Those firms have already been Black listed by CSIR / Govt. of India, need not apply /quote.
16. **UNSOLICITED QUOTATION/LATE QUOTATION:-** Unsolicited quotation/incomplete quotations / late or delayed tenders shall not be considered at all. Post tender revision/corrections shall also render their tender liable for rejection. It is the responsibility of the bidder to ensure that the bid complete in all respect is received in CSIR-CEERI before the last date of receipt of tenders. CSIR-CEERI will not be responsible for the loss/delay in transit of any bid.
17. **COMPLIANCE STATEMENT:-** Tenderers are required to furnish a compliance statement of each and every specification of our tender supported by the technical literature/leaflet in the following format, preferably giving the price of each of the specification or part/accessories of the equipment required to be quoted. The deviations, if any from the tendered specifications should be clearly brought out in the statement. Similarly, the compliance of each of the required terms and conditions of the tender may also be stated in the form of a separate compliance statement along with quotation (with techno commercial bid in case of two bid system). Deviations may be given in separate column.

The firms are advised to submit both the compliance statements essentially along with their quotation failing which their offer will be treated incomplete and can be ignored. It must be certified that the quoted equipment is of latest technology.

FORMAT OF COMPLIANCE STATEMENT OF SPECIFICATIONS

S. No.	Name of Specifications/ part/ Accessories of tender enquiry	Specifications of quoted Model / Item	Compliance Whether "YES" OR "NOT"	Deviation, if any to be indicated in un-ambiguous terms
1	2	3	4	5

FORMAT OF COMPLIANCE STATEMENT OF TERMS & CONDITIONS

Tender Terms and Conditions	Whether acceptable or not	Deviation from Tender Terms, if any
1	2	3

18. **FORCE MAJEURE:-** Neither of the Parties hereto shall be liable for damage or have the right cancel for any delay or default in performing it's control including but not limited to Fire, Storm, Floods, Earthquakes, acts of God, Government restriction, continuing domestic or international problems (such as wars, rebellion, insurrections, strikes, riots, work stoppages, labour dispute) or delay as to ancillary materials, which affect the dates of fulfillment of any obligations as per the Purchase Order. Such dates will be respectively postponed for the period of continuance of such force majeure circumstances and the other party can suspend the performance of it's obligations correlated to the postponed obligation of the effected party.
The obligation thus postponed shall be resumed after the force majeure circumstances have ceased. At the beginning, during and at the pre-visible end of the force majeure circumstances the parties shall promptly consult with each other about appropriate counter measures to be taken.
If the performance of obligations of any party should be delayed more than six (06) months by reasons of force majeure circumstances mentioned above, the parties shall mutually consult about subsequent performance of obligations.
19. **CANCELLATION OF ORDER:-** In the event of vendor's failure to execute the order as per terms and conditions mentioned therein. CSIR-CEERI reserves the right to cancel the Purchase Order without any obligation. The Bidder may also specify obligations if CSIR-CEERI decides to cancel the Purchase Order for reasons attributable to CSIR-CEERI.
20. **VALUATION OF TENDER:-** Before submission of bid, the bidder is expected to examine all the instructions, forms, terms and specifications in the bidding document and should ensure that the following conditions are fulfilled:
- The bid validity should not be shorter than required.
 - The bidders should agree to provide the Performance Security
 - The quoted goods should be as per required specifications.

- (d) In case the bid is substantially responsive, the purchase may request that bidder may submit the necessary information, documentations, within a reasonable period of time, to rectify, non-material, non-conformities or omission in the bid related to documentation requirements. Failure of the bidders to comply with request may result in the rejection of its bids. But in case of the material deviation/reservation or omission which limits or is inconsistent with the bidding documents and the purchaser's rights or bidders obligations under the contract or which is rectified, would unfairly affect the other bidders, the bid will be rejected.
- (e) The purchaser shall correct arithmetical errors on the following basis
 - (i) If there is a discrepancy between the unit price and the line item total i.e. obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected.

TECHNICAL EVALUATION OF TENDERS

- (a) On the due date the Technical bids will be opened and referred to the Technical Committee which is duly constituted by the Director, CSIR-CEERI.
 - (b) The information received and the bids already submitted together will be examined with reference to the tendered specifications and evaluation is made by the CSIR-CEERI.
 - (c) After the technical evaluation is completed and approved, CSIR-CEERI shall inform to the bidders whose tenders have been rejected technically with the reasons for rejection.
21. The successful bidders will be informed regarding the date and time of commercial bid opening.
22. The purpose of obtaining two bids (technical and commercial) is to evaluate all the firms on technical basis with reference to the tendered specifications, performance of similar Solutions/Applications elsewhere, obtaining user's views with reference to the earlier supplies. This will enable the technical committee to arrive at a fair recommendation in the interest of the organization.
23. **ARBITRATION:-** All disputes or differences arising under and out of, or in connection with the contract, if concluded, shall be referred to the sole arbitration by an arbitrator appointed under the provisions of Indian Arbitration Act. 1940 by CSIR/CSIR-CEERI. The same shall be binding on both the parties.
24. **ACCEPTANCE OF OFFER:-** The Director, CSIR-CEERI reserves the right to accept or reject any quotation / tender in part or full without assigning any reason thereof. No interim inquiries will be attended to.
25. **FALL CLAUSE:-** The supplier shall certify that if the prices go downwards before execution of our order than the quoted prices, the benefit in this situation shall be allowed to CSIR-CEERI/CSIR by the supplier. The supplier shall certify that the equipment material shall not be supplied to anyone less than the contract price during the period of execution of CSIR-CEERI/CSIR order.

STORES & PURCHAE OFFICER

SCHEDULE OF REQUIREMENT

Tender No. 644/ICT/NMC/6-Pur/15/T-133

Date: 11-02-2016

Last Date & Time for receipt of Tenders 09-03-2016 at 2.30 PM

Date & Time of Opening 09-03-2016 at 3.30 PM

List of Material

Sr. No.	Description	Qty.
1.	ASA5545-FPWR-K9 SA 5545-X with FirePOWER Services, 8GE, AC, 3DES/AES, 2SSD.	2
2.	ASA5525-FPWR-K9 ASA 5525-X with FirePOWER Services, 8GE, AC, 3DES/AES, SSD	1
3.	ESA-C170-K9 ESA C170 Email Security Appliance with Software	1
4.	UCSC-C220-M3S UCS C220 M3 SFF w/o CPU, mem, HDD, PCIe, PSU, w/ rail kit	1
5.	UCS-CPU-E5-2650 2.00 GHz E5-2650/95W 8C/20MB Cache/DDR3 1600MHz	1
6.	UCS-MR-1X162RY-A 16GB DDR3-1600-MHz RDIMM/PC3-12800/dual rank/1.35v	1
7.	UCS-HD1T7KS2-E 1TB SAS 7.2K RPM 2.5 inch HDD/hot plug/drive sled mounted	1
8.	UCSC-PSU-650W 650W power supply for C-series rack servers	1
9.	VMW-VS5-STD-1A VMware vSphere 5 Standard (1 CPU), 1yr, Support Required	1
10.	CON-ISV1-VS5STD1A ISV 24X7 VMware vSphere Standard, List Price is ANNUAL	1
11.	UCS-RAID9271CV-8I MegaRAID 9271CV with 8 internal SAS/SATA ports with Supercap	1

STORES & PURCHASE OFFICER

FORMAT/QUESTIONNAIR FOR COMPLIANCE OF TERMS AND CONDITIONS

Tender No.: 644/ICT/NMC/6-Pur/15/T-133

Date: 11-02-2016

NOTE:

1. **Quotation will not be considered without submission of the format.**
2. If a particular question is not at all applicable please write NA in compliance part in Col. No. 3 below.
3. Kindly see the relevant terms & conditions of the tender document.

S. No.	Terms & conditions of Tender documents	Whether acceptable say YES or NO (preferably use different colour ink for NO)	Deviation from tender terms, if any, with reasons for noncompliance or alternative conditions quoted for
1	2	3	4
1.	a) Whether the Techno-commercial and price bids have been kept in separate envelopes duly marked with Techno-commercial Bid and Price Bids respectively.		
	b) Whether the tender Number, Due date and Opening dates have been written outside all the envelopes.		
2.	Whether techno-commercial Bid contains, technical literature/ leaflets, detailed specifications and commercial terms and conditions etc. as applicable.		
3.	Whether prevailing rates of Sales Tax, Excise Duty and other Govt. levies have been given in quotation.		
4.	Have you mentioned the validity period of the quotation as per our requirement.		
5.	Have you gone through the specification Clause and complied with the same.		
6.	Whether the Make/Brand, Model number and name of manufacturer has been mentioned in the quotation and Printed technical literature/leaflets of quoted items have been submitted.		
7.	Whether compliance statement of specifications has been attached with the quotation.		
8.	a) Whether the delivery period for supply of the items has been mentioned		
	b) Whether mode of delivery and tentative size and weight of the consignment has also been indicated.		
9.	Do you agree to the submission of Performance Bank Guarantee along with order acceptance and have you mentioned in your quotation about this.		
10.	Do you agree with the payment terms?		
11.	Do you agree about the date of commencement of warranty period and its extension is necessary.		

12.	Have you mentioned the guarantee/ warrantee period in your quotation and do you agree with guarantee clause?		
13.	Spare Parts		
14.	After Sales services		
15.	Do you agree that on receipt of material in damaged condition or short supply you will replace the same on FOR, CSIR-CEERI basis?		
16.	Whether you agree to the penalty clause for late delivery.		
17.	a) Whether all the pages have been page numbered?		
	b) Whether quotation has been signed and designation & name of signatory mentioned.		
18.	Do you agree to settle the issue through the sole arbitration of the DG, CSIR or his nominee?		

Signatures of the authorized signatory

Name and designation of the signatory

(TECHNO-COMMERCIAL BID)

1. Schedule to Tender No. : 644/ICT/NMC/6-Pur/15/T-133
2. Name of the Tenderer :
3. Time & Date of Receipt of Tender :
4. Opening of the Techno :
Commercial Bid.
5. The tender shall remain valid for acceptance for **30 days** from the date of opening of the tender.

S. No.	Description of stores	Qty.	Place & Date by which delivery is to be made
1	ASA5545-FPWR-K9 etc.		FOR, CEERI, Pilani

TERMS & CONDITIONS:

1.	Packing Charges	
2.	Sales Tax/VAT/CST	
3.	Excise Duty (Against Excise Duty Exemption Duty)	NIL
5.	Freight	
6.	Insurance	
7.	Validity of quotation	
8.	Delivery Period	
9.	Mode of Delivery/Shipment	
10.	Guarantee/Warranty	
11.	Spare Parts	
12.	After Sale Service	
13.	Payment Terms	
14.	Pre dispatch inspection at vendor's site	
16.	Penalty	
17.	Performance Security	
18.	Compliance Statement	
19.	User's List.	

STATION:

DATE:

(Signature of the Supplier with Office Stamp)

Address:

Tel. Address