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ITER-India, Institute for Plasma Research

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Email : purchase@iter-india.org

ENQUIRY - LOCAL

OFFICE COPY

ENQUIRY NO

: I-IEN22024

Date

: 09/12/2022

Due Date

: 27/12/2022 by 5:00 PM (IST)

We invite your rate/s for the following item/s. The Instructions to bidders and Terms & Conditions are attached herewith.

Important note :

1. Enquiry No., Date & Due Date should appear on the envelope otherwise your offer will be rejected.
2. Address quotation only to the Purchase officer.

Sr no.	Material Description	Quantity	Unit
1	Premier Support- Zimbra CS Network PE for 3 years	500	NOS

Note :

- (1) Submit your quotation in hard copy (sealed envelope super scribing enquiry no and due date) AT THE ABOVE ADDRESS
- (2) Any clarification on this enquiry may be sought from the Purchase Officer, ITER-India. (Email id: purchase@iterindia.in)
- (3) quote with complete technical details.
- (4) quotation should invariably be submitted in the attached format (Quotation Format) ONLY else ITER-India may not consider your offer.
- (5) Detailed scope of work and evaluation criteria are as per attached Annexure-A. Complete Annexure-A shall be signed & stamped on each page by bidder & to be return back along with the offer. This will be considered as an acceptance of bidder on Annexure-A.
- (6) Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. Purchase preference to Micro and Small Enterprises will get precedence over Preference to Make In India.
- (7) Any bidder from a country that shares a land border with India(i), excluding countries as listed on the website of the Ministry of External Affairs(ii), to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects (hereinafter called 'Restricted Countries') shall be eligible to bid in this tender only if Bidder is registered(iii) with the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). Bidders shall enclose the certificate in this regard as per Annexure-I (i) <https://mea.gov.in/india-and-neighbours.htm> (ii) <http://meadashboard.gov.in/indicators/92> (iii) <https://dipp.gov.in/sites/default/files/Revised-Application-Format-for-Registration-of-Bidders-15Oct2020.pdf>
- (8) Bidder from such Restricted Countries" 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 a citizen of such a country; or g) A consortium/ joint venture where any member falls under any of the above.

- (9) In Bids for Turnkey contracts, including Works contracts, the successful bidder shall not be allowed to sub-contract works to any contractor from such Restricted Countries unless such contractor is similarly registered. In such cases, the bidders shall enclose the certificate as per Annexure-I.
- (10) If Bidder has proposed to sub-contract Services or incidental Goods directly/ indirectly from the vendors from such countries, such vendor shall be required to be registered with the Competent Authority. However, if Bidder procures raw material, components, and sub-assemblies from such countries"" vendors, such vendors shall not require registration.
- (11) Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.
- (12) Class-I Local Suppliers and Class-II Local Suppliers will submit duly signed self declaration on their letter head as per Annexure-II along with the offer failing which bid may not be considered for further evaluation.
- (13) GeM Availability report ID : GEM/GARPTS/14112022/D32TAE78VVDN dated 14.11.2022
- (14) Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.
- (15) Within three weeks from the date of signing of PO, the Bidder shall submit an irrevocable Bank Guarantee (BG) equal to 3% (Three percent) of total PO value on non-judicial stamp paper of an appropriate value or Fixed Deposit, as "Security Deposit" towards satisfactory execution and performance of the PO. For the BG towards the security deposit shall be issued by any Indian bank, State Bank of India (SBI) /from any other Nationalized Bank or one of the banks namely ICICI, HDFC, AXIS and IDBI. The format of the Security Deposit is given in Annexure-III.
- (16) Premium Support shall start after release of order.
- (17) Following documents to be submitted by the bidders along with bids.
- Annexure-A duly filled, signed & stamped.
 - Self Declaration by Bidder of a country sharing/not sharing land border with India as per Annexure-I.
 - Declaration of Class-I & Class-II as per Annexure-II.
 - Manufacturers Authorization Form (MAF)/Certificate (applicable for authorized dealer/distributors.

Encl:- as above



Rakhi Dharamdasani
Sr. Officer (Purchase & Stores)
ITER-India (IPR)

TERMS AND CONDITIONS

1. The quotation and any order resulting from this enquiry shall be governed by our Conditions of Order and supplier quoting against this enquiry shall be deemed to have read and understood the same in to
2. Where counter terms and conditions have been offered by the Tenderer, the same shall not be deemed to have been accepted by ITER-India unless our specific written acceptance thereof is obtained.
3. Quotation: Your quotation superscripting our enquiry No., date, due date and brief description of item should be submitted to the Purchase Officer, ITER-India in sealed envelope on or before the due date. Late/ delayed/incomplete quotations will not be considered. Envelopes received without Enquiry number, date, due date and brief description of item may be rejected. The quoted prices should be firm for a period of 90 days from due date for placing order. ITER-India is not bound to accept lowest rate/s. Bidder shall submit the price bid/offer on bidder's letter head with official seal and sign on each page.
4. The bid documents shall be prepared in English language only
5. All pages of the bid documents shall be numbered. Each page of the bid document shall be stamped and initialized.
6. In the event of any date indicated above is a declared Holiday, the next working day with the same time limit shall become operative for the respective purpose mentioned herein
7. In case of deviation in payment terms including demand of advance other than specified in payment schedule and accepted by ITER-India, prevailing Prime lending Rate (PLR) of SBI will be loaded for price comparison purpose
8. ITER-India and their authorized representatives may visit the Contractor/Sub-contractors if required as part of technical evaluation process
9. ITER-India reserves the right to place order on one or more parties.
10. Specifications: Material should be offered strictly conforming to our specifications/drawings, if any. Deviation, if any, should be clearly indicated by the supplier in their quotation. The Tenderer should also indicate the make/Type number of the materials offered and catalogues, technical literature and samples, wherever necessary should accompany the quotation. Clarification/s on specifications/drawings should be obtained from Purchase Officer before submitting quotation.
11. Terms of Prices : Quotation should be submitted on door delivery basis, duly packed & insured without extra charge wherever possible.. In the case of Indian suppliers, the material is to be delivered at our stores free of charge duly packed & insured.
12. Unit rate/s should be valid throughout the validity of Purchase Order for addition/deletion purposes. Break-up of price should be furnished. The quoted price should not be subject to price escalation for whatsoever reasons. The quoted price shall be firm, fixed and non-revisable during the validity/ extended validity of Purchase Order.
13. Prices are required to be quoted according to the units indicated in the tender form/Enquiry. When Quotations are given in terms of units other than those specified in the tender form, relationship between the two sets of units must be furnished.
14. Tender should be free from Correction and Erasures. Corrections, if any, must be attested. All amounts shall be indicated both in words as well as in figures. Where there is difference between amounts quoted in words and figures, amount quoted in words shall prevail. Unsigned quotations will summarily be rejected.
15. ITER-India shall be under no obligation to accept the lowest or any tender and reserves the right of acceptance of the whole or any part of the tender or portion of the quantity offered and the tenderers shall supply the same at the rates quoted. ITER-India also reserves the right to split the order at its sole discretion.
16. Octroi is not applicable at present.
17. Security deposit - : If demanded by ITER-India, the successful bidder will have to furnish Security deposit bank Guarantee for 3% of the order value from SBI/Nationalized banks or one of the banks mentioned in bracket (AXIS/ICICI/IOBI/HDFC) with a validity of two months beyond the order completion date.
18. Delivery date/Period: Delivery period is essence of the Order. Supplier must indicate the firm delivery date by which the materials will be dispatched / delivered by them from the date of our order.
19. Delivery period shall be clearly indicated against each item separately.
20. Payment: Payment will be arranged for accepted materials only within 30 days from the date of installation and acceptance of License at ITER-India by the Purchaser and receipt of error free invoice duly signed & stamped complete in all respects.
21. Inspection: Materials on its arrival at ITER-India will be inspected by our Engineer/Stores In-Charge, and his decision in the matter will be final. However, where the items are required to be inspected at the Suppliers Premises, Supplier has to give advance notice to the Purchaser regarding readiness of the material to enable Purchase/Stores section to depute his representative for inspection.
22. No correspondence will be entertained within 30 days from the date of receipt of material and bills, whichever is later.
23. Guarantee: The Stores/Items offered should be guaranteed for a minimum period of twelve months from the date of acceptance, against defective materials, design, workmanship, operation or manufacture. For defects noticed and communicated during the Guarantee period, replacement/rectification should be arranged free of cost within a reasonable period of such notification. In case where our specifications call for a guarantee period more than 12 months specifically, then such a period shall apply.
24. The Contractor/Supplier shall at all times indemnify the purchaser against all claims which may be made in respect of the stores for infringement of any right protected by Patent, Registration of design or Trade mark and shall take all risk of accidents or damage, which may cause failure of supply from whatever cause arising and the entire responsibility for sufficiency of all means used by him for the fulfillment of the Order.
25. Successful tenderer will have to furnish in the form a bank Guarantee or in Indemnity bond form as called for by the Purchaser towards adequate security for the materials/property provided/issued by the Purchaser as Free Issue material for the due execution of the Order. Insurance for the Free Issue material shall be arranged by the Supplier/Contractor at his risk and cost.
26. Non-compliance to tender specifications and/or tender scope and/or tender terms and conditions are liable for rejection. Decision of ITER-India in respect of non-compliance shall be final and binding on the bidders.
27. Canvassing in any form with regard to this tender will lead to rejection of the bid.
28. The Project director, ITER-India reserves the right to accept or reject any quotations fully or partly or to cancel the enquiry without assigning any reasons.
29. This enquiry is not a commitment and the Purchaser reserves the right to reject or cancel any or all offers.
30. Jurisdiction: The Order shall be governed by the laws of India for the time being in force. The Courts of Ahmedabad/Gandhinagar only shall have jurisdiction to deal with and decide any legal or dispute arising out of this Order.
31. Unsuccessful bidders will not be intimated about the results of the enquiry/tender.
32. Purchase will not be responsible for payment of any interest to the Supplier, in case of delay in releasing payment.
33. The price evaluation shall be carried out on landed price.

FORMAT FOR SUBMISSION OF QUOTATION

Enquiry No. : I-IEN22024
Name of Party : OFFICE COPY
Quotation No. & Date :
Due on : 27/12/2022 by 5:00 PM (IST)

Sr No.	Material Description	Qty	Unit	Rate	Total
1	Premier Support- Zimbra CS Network PE for 3years	500	NOS		
				Grand Total	

COMMERCIAL TERMS & CONDITIONS *

Sr.No	Description	Bidder's Compliance
1	Delivery Period (To Specify)	
2	Payment: ITER-India payment terms will apply (Please Refer Sr. No. 20 of Terms & Conditions)	Comply Yes/No (In case of No Please provide details)
3	Bid Validity Period (Refer Sr. No. 3 of Terms and Conditions)	Comply Yes/No (In case of No Please provide details)
4	GST (To Specify as applicable % Inclusive / Exclusive)	
5	GST No. (To Specify)	
6	Udhyog Aadhar No. & Category (Micro/Small Enterprise, Also specify firm is owned by SC/ST/Woman/General)	
7	SAC Code	
8	Discount(if any)	
9	Remarks	

* Fill in the applicable details

Place:

Authorised Signatory:

Date:

Company Seal

Enquiry No.: I-IEN22024

Annexure-A

SCOPE OF WORK

1. The vendor shall provide all version upgrades for Zimbra server during the period of premier support this includes update, extensions or enhancements to the software.
2. Vendor shall provide ticketing support in the usual business hours via email and telephonic support and for technical support issues of severity-1 level 24X7 shall be provided. The access web portal (Forums/Wiki/ Support Documents) is also part of the

Bidder Signature		
Name of the signatory & Title	Name	Title
Bidder's Official seal		
Place & Date	Place	DD-MM-YYYY

Enquiry No.: I-IEN22024

Annexure-I: Self-declaration by Bidder of a country sharing/not sharing land border with India

[ON THE LETTER HEAD OF THE COMPANY]

Ref: 1) Our bid/offer No. dated

2) Enquiry for Premier Support- Zimbra CS Network PE for 3 years

Restrictions on procurement from Bidders from a country or countries, or class of countries under Rule 144(xi) of the General Financial Rules 2017.

We have read the clause regarding restrictions on procurement from Bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries, and solemnly certify that we fulfil all requirements in this regard and are eligible to be considered. We certify that:

- (a) *we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). and;*
- (b) *we shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority and solemnly certify that we are not from such a country or, if from such country, we are registered with the Competent Authority (copy enclosed). We hereby certify that we fulfil all requirements in this regard and are eligible to be considered."*

Penalties for false or misleading declarations:

We hereby confirm that the particulars given above are factually correct and nothing is concealed and also undertake to advise any further changes to the above details. We understood that any wrong or misleading self-declaration by us would be violation of Code of integrity and would attract penalties as mentioned in this tender document, including debarment.

Signature

Name:

Position:

Address:

Tel:

Fax:

Bidder's stamp

Enquiry No.: I-IEN22024

Annexure – II

(to be printed in letter head)

Self-Certification under preference to Make in India order
Certificate

In line with Government Public Procurement Order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020 as amended from time to time and as applicable on the date of submission of tender/enquiry, we hereby certify that we M/s _____ are Class I local supplier/ Class II local supplier/Non-Local supplier and quoted item/service against ITER-India Enquiry/Tender No. Dated has/have local content i.e., ____%. Details of location at which local value addition will be made as follows:

We also understand, false declarations will be in breach of the code of integrity under rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.

Thanking You

Signature with date:

Name:

Designation:

Official Seal



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इटर-इण्डिया, प्लाज्मा अनुसंधान संस्थान

ITER-India, Institute for Plasma Research

ब्लॉक ए, संग्गाथ स्काइज़, भाट - मोटेरा रोड, कोटेश्वर, अहमदाबाद - 380 005, गुजरात, भारत

Block-A, Sangath SKYZ, Bhat-Motera Road, Koteswar, Ahmedabad-380005 Gujarat, India

Enquiry No.: I-IEN22024

Annexure-III: Bank Guarantee (Security Deposit)

(On non-judicial stamp paper of appropriate value)

BANK GUARANTEE NO. _____ DATE: _____

THIS DEED OF GURANTEE MADE AT _____ this _____ day of _____ 2021 between _____ having its registered office at _____ and one of its branches at _____ (hereinafter called "the Bank" which expression shall mean and include the said _____ and its successors and assigns) of the one part AND ITER-India (INSTITUTE FOR PLASMA RESEARCH) Block A, Sangath Skyz, Bhat-Motera Road, Koteswar, Ahmedabad 380005, Gujarat, INDIA (hereinafter called "the Purchaser" which expression shall mean and include the said ITER - India, AHMEDABAD and its successors and assigns) of the other part.

WHEREAS _____ (hereinafter called "the Contractor/Supplier") having its registered office at _____ have entered into a Contract having Contract value of INR. _____ (In words _____) with the Purchaser being Contract No. _____ dated _____ for _____ in accordance with the terms, specifications and conditions contained therein.

AND WHEREAS under the terms of the aforesaid Contract, the Contractor/Supplier is to furnish to the Purchaser a Bank guarantee for an amount of INR. _____ (Rupees _____) being 3% of the total value of the Contract by way of security for fulfilment of the Contractual obligations on the part of the Contractor/Supplier there under.

AND WHEREAS the Contractor/Supplier has requested the Bank to guarantee the due payment of the aforesaid amount by the Contractor/Supplier to the Purchaser in case the Contractor/Supplier fails to fulfil any of the aforesaid Contractual obligations.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. The Bank hereby agrees unequivocally and unconditionally to pay within 48 hours, on demand, in writing from the Purchaser or any officer authorised by it in this behalf and without recourse to the Contractor and without any demur, or protest or objection, any amount up to and not exceeding INR. _____ (Rupees _____) to the Purchaser on behalf of the Contractor/Supplier.
2. This guarantee is valid and binding upon the Bank till final acceptance of the Items under this Contract and shall not be terminable or affected by notice of any change in this constitution of the Bank or of the firm of Contractor/Supplier or on account of any reason whatsoever.
3. The liability of the Bank hereunder shall not be impaired or discharged by any extension of time or variations or alterations made or conceded or agreed within or without the knowledge or consent of the Bank or by or between the parties to the said Contract.

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4. The liability of the Bank under this deed is restricted to the sum of INR. _____ (Rupees _____) and same shall remain in force two months beyond Final Acceptance of the ordered Items. In case any further extension of the present guarantee is required the same shall be granted on receiving instructions in writing there for from the Contractor/Supplier on whose behalf this guarantee is issued.

5. Unless proceeding for enforcing this guarantee is commenced against the Bank within (specify applicable claim period, minimum 2 months required) from the expiry of the aforesaid period or such extended period or periods as aforesaid all the rights of the Purchaser under this guarantee shall be extinguished and the Bank shall be relieved and discharged from all liabilities hereunder.

6. The neglect or forbearance of the Purchaser in enforcement of any of its rights under the aforesaid Contract against the Contractor/Supplier shall in no way relieve the Bank of its liability under this deed.

7. OUR GUARANTEE shall remain in force until successful completion of Final acceptance of the Items under this Contract and unless a claim under the guarantee is lodged on or before the above date, all rights of Purchaser under the guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereunder.

In witness whereof, we the _____ have executed this.

This the _____ day of _____ 20_____.

For _____
(Indicate the name of bank with Postal address, Fax Number & email address)

Witnesses:

(1) Name: _____ Signature _____

(2) Name: _____ Signature _____