

## Notice Inviting Quotation

INDIAN INSTITUTE OF TECHNOLOGY JAMMU  
JAGTI, NH44, NAGROTA, JAMMU (J&K) - 181221

Dated: 04/01/2018

Open Tender Notice No. IITJmu/SP-003/2017

Indian Institute of Technology Jammu is in the process of purchasing following item(s) as per details given as under.

<b>Details of the item</b>	<b>Supply of Cisco ASA 5525x Firepower URL Filtering License Bundle</b>
<b>Earnest Money Deposit to be submitted</b>	<b>Rs. 8000/-</b>
<b>Warranty/Subscription</b>	<b>5 Years</b>
<b>Performance security</b>	<b>NIL</b>

Tender Documents may be downloaded from Central Public Procurement Portal <http://eprocure.gov.in/epublish/app> . Aspiring Bidders who have not enrolled / registered in e-procurement should enroll / register before participating through the website <http://eprocure.gov.in/epublish/app> .The portal enrolment is free of cost. This is an offline tender process where bidders needs to submit physical bids at office of the indenter (Ref. Para 7 of Schedule, Next page).

Tenderers can access tender documents on the website (For searching in the NIC site, kindly go to Tender Search option and type 'IIT'. Thereafter, Click on "GO" button to view all IIT Jammu tenders). Select the appropriate tender and fill them with all relevant information and submit the completed tender document offline on the website <http://eprocure.gov.in/epublish/app> as per the schedule given in the next page.

## SCHEDULE

1.	EMD Amount	Rs. 8000/- (For EMD) (Rupees Eight Thousand only) (By way of demand drafts only. The demand drafts shall be drawn in favor of "Indian Institute of Technology Jammu". The demand drafts for earnest money deposited must be enclosed in the envelope)
2.	Issue of Tender Document	<b>04/01/2018 to 18/01/2018</b>
3.	Last date for receipt of queries	<b>18/01/2018</b>
4.	Date of pre bid meeting <optional>	<b>NIL</b>
5.	Last Date and Time for receipts of Bids	Upto <b>17:00</b> Hrs. on <b>18/01/2018</b>
6.	Opening of Bids	<b>09:00</b> Hrs. on <b>19/01/2018</b>
7.	Place of Bid Submission & Opening of Bids	Procurement Cell Indian Institute of Technology, Jammu, In front of Janipur Police Station, Paloura, Jammu – 181121
8.	Address of Communication	Procurement Cell Indian Institute of Technology, Jammu In front of Janipur Police Station, Paloura, Jammu - 181121
9.	Contact Phone Numbers	(+91)-191- 2597455
10.	Fax Number	-
11.	E-mail Address	procurement@iitjammu.ac.in

\*Tender document can also be downloaded (from **04/01/2018** to **18/01/2018**) from IIT Jammu Website ([www.iitjammu.ac.in/tenders](http://www.iitjammu.ac.in/tenders)).

**NOTICE INVITING QUOTATIONS**

Dated: **04/01/2018**

**Subject: Supply of Cisco ASA 5525x Firepower URL Filtering License Bundle**

**Invitation for Tender Offers**

Indian Institute of Technology Jammu invites offline Bids bid from eligible and experienced OEM (Original Equipment Manufacturer) OR OEM Authorized Dealer for **supply of Cisco ASA 5525x Firepower URL Filtering License Bundle** with (warranty period as stated at page #1 of this tender) on site comprehensive warranty from the date of receipt of the material as per terms & conditions specified in the tender document, which is available on CPP Portal <http://eprocure.gov.in/epublish/app> .

**TECHNICAL SPECIFICATION:**

Sr. No	Particular	Specification	Qty.
1.	L-ASA5525-URL-5Y	Cisco ASA5525 Firepower URL Filtering 5 years bundle subscription	1

A complete set of tender documents may be downloaded by prospective bidder free of cost from the website <http://eprocure.gov.in/epublish/app>. Bidder has to make payment of requisite fees (i.e. Tender fees (if any) and EMD) through demand draft only.

## Terms & Conditions Details

Sl. No.	Details
1.	<b>Due date:</b> The tender has to be submitted off-line before the due date. The offers received after the due date and time will not be considered.
2.	<b>Validity:</b> The quoted rates must be valid for period of 60 days from the date of closing of the tender. The overall offer for the assignment and bidder(s) quoted price shall remain unchanged during the period of validity. If the bidder quotes the validity shorter than the required period, the same will be treated as unresponsive and it may be rejected. In case the tenderer withdraws, modifies or change his offer during the validity period, bid is liable to be rejected and the earnest money deposit shall be forfeited without assigning any reason thereof. The tenderer should also be ready to extend the validity, if required, without changing any terms, conditions etc. of their original tender.
3.	<b>Preparation of Bids:</b> Quotation should be sealed and superscripted with tender number and due date of submission and address to: Procurement Cell Indian Institute of Technology, Jammu, In front of Janipur Police Station, Paloura, Jammu – 181121  The sealed quotations should reach the Institute, latest by the date and time mentioned in the schedule
4.	<b>EMD (if applicable):</b> The tenderer should submit an EMD amount through demand draft. The Technical Bid without EMD would be considered as UNRESPONSIVE and will not be accepted. The EMD will be refunded without any interest to the unsuccessful bidders after the award of contract. Refer to Schedule (at page 2 of this document) for its actual place of submission.
5.	<b>Refund of EMD:</b> The EMD will be returned to unsuccessful Tenderer only after the Tenders are finalized. In case of successful Tenderer, it will be retained till the successful and complete installation of the equipment.
6.	<b>Opening of the tender:</b> Bids will be opened as per the schedule at the aforesaid venue by a committee duly constituted for this purpose. Bid received without EMD (if any) will be rejected straight way. The bidders if interested may participate on the tender opening Date and Time. The bidder should produce authorization letter from their company to participate in the tender opening.
7.	<b>Acceptance/ Rejection of bids:</b> The Committee reserves the right to reject any or all offers without assigning any reason.
8.	<b>Pre-qualification criteria:</b> (i) Bidders should be the manufacturer / authorized dealer. Letter of Authorization from original equipment 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. (Ref. Annexure-II) (iii) OEM should be Nationally/Internationally reputed Company. (iv) 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. (v) In the tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.

	<p>(vi) If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.</p> <p>(vii) Bidder should have executed similar supply at government organizations; at least, one supply order must have been executed in previous three years. The bidder should submit copies of supply orders issued by the clients.</p>
9.	<p><b>Performance Security:</b> The supplier shall require to submit the performance security in the form of irrevocable bank guarantee issued by any Indian Nationalized Bank for an amount which is stated at page #1 of the tender document within 21 days from the date of receipt of the purchase order/LC and should be kept valid for a period of 60 days beyond the date of completion of warranty period.</p>
10.	<p><b>Force Majeure:</b> The Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p> <ul style="list-style-type: none"> <li>● For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.</li> <li>● If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</li> </ul>
11.	<p><b>Delivery and Documents:</b></p> <p>Delivery of the goods should be made within a maximum 4 weeks from the date of placement of purchase order. Within 24 hours of shipment, the supplier shall notify the purchaser and the insurance company by cable/telex/fax/e mail the full details of the shipment including contract number, railway receipt number/ AAP etc. and date, description of goods, quantity, name of the consignee, invoice etc. The supplier shall mail the following documents to the purchaser with a copy to the insurance company:</p> <ol style="list-style-type: none"> <li>1. 4 Copies of the Supplier invoice showing contract number, goods' description, quantity</li> <li>2. unit price, total amount;</li> <li>3. Insurance Certificate if applicable;</li> <li>4. Manufacturer's/Supplier's warranty certificate;</li> <li>5. Inspection Certificate issued by the nominated inspection agency, if any</li> <li>6. Supplier's factory inspection report; and</li> <li>7. Certificate of Origin (if possible by the beneficiary);</li> <li>8. Two copies of the packing list identifying the contents of each package.</li> <li>9. The above documents should be received by the Purchaser before arrival of the Goods (except where the Goods have been delivered directly to the Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses.</li> </ol>
12.	<p><b>Delayed delivery:</b> If the delivery 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>
13.	<p><b>Prices:</b> 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 &amp; duties shall be clearly indicated. The price should be quoted without custom duty and excise duty, since IIT Jammu is exempted from payment of Excise Duty and is eligible for concessional rate of custom duty. Necessary certificate will be issued on demand.</p>

	<p><b>In case of imports, the price should be quoted on FOB Basis only.</b> Under special circumstances (eg. perishable chemicals), when the item is imported on CIF/CIP, please indicate CIF/CIP charges separately up to IIT Jammu indicating the mode of shipment. IIT Jammu will make necessary arrangements for the clearance of imported goods at the Airport/Seaport. Hence the price should not include the above charges.</p>
14.	<p><b>Resolution of Disputes:</b> The dispute resolution mechanism to be applied pursuant shall be as follows:</p> <ul style="list-style-type: none"> <li>• 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 difference shall be settled in accordance with the Indian Arbitration &amp; 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) Jammu 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.</li> <li>• 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.</li> <li>• The venue of the arbitration shall be the place from where the order is issued.</li> </ul>
15.	<p><b>Applicable Law:</b> The place of jurisdiction would be Jammu (J&amp;K) INDIA.</p>
16.	<p><b>Insurance:</b> For delivery of goods at the purchaser's premises, the insurance shall be obtained by the supplier in an amount equal to 110% of the value of the goods from "warehouse to warehouse" (final destinations) on "All Risks" basis including War Risks and Strikes. The insurance shall be valid for a period of not less than 3 months after installation and commissioning. <b>In case of orders placed on FOB/FCA basis, the purchaser shall arrange Insurance. If orders placed on CIF/CIP basis, the insurance should be up to IIT Jammu.</b></p>
17.	<p><b>Warranty:</b></p> <ol style="list-style-type: none"> <li>(i) The License will be valid initially for a period of 5 (Five) year which is extendable for next year subject to the successful fulfilment of the License and also at the sole discretion of the Institute. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall at its discretion make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests. The warranty should be comprehensive on site.</li> <li>(ii) The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall immediately within in 02 days arrange to repair or replace the defective goods or parts thereof free of cost at the ultimate destination. The Supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/goods thereafter. The period for correction of defects in the warranty period is 02 days. If the supplier having been notified fails to remedy the defects within 02 days, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expenses and without prejudice to any other rights, which the purchaser may have against the supplier under the contract.</li> <li>(iii) The warranty period should be clearly mentioned. The maintenance charges (AMC) under different schemes after the expiry of the warranty should also be mentioned. The comprehensive warranty will commence from the date of the satisfactory installation/commissioning of the equipment against the defect of any manufacturing, workmanship and poor quality of the components.</li> </ol>

	(iv) After the warranty period is over, Annual Maintenance Contract (AMC)/Comprehensive Maintenance Contract (CMC) up to next two years should be started. The AMC/CMC charges will not be included in computing the total cost of the equipment.
18.	<p><b>Governing Language</b> 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.</p>
19.	<p><b>Notices</b> For the purpose of all notices, the following shall be the address of the Purchaser and Supplier.</p> <p><b>Purchaser:</b> Procurement Cell Indian Institute of Technology, Jammu, In front of Janipur Police Station, Paloura, Jammu – 181121.</p> <p><b>Supplier:</b> (To be filled in by the supplier) (All suppliers should submit its supplier information as per Annexure-III). _____ _____</p>
20.	<p><b>Taxes</b> 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, GST in respect of the transaction between the Purchaser and the Supplier shall be payable extra, if so stipulated in the order. The suppliers should furnish a copy of GST registration number. Tenders not complying with this condition will be rejected. GST/ Taxes if payable extra should be clearly mentioned otherwise no GST/Taxes charges will be paid.</p>
21.	<p><b>Payment:</b></p> <ol style="list-style-type: none"> <li>i. For Indigenous supplies, 100% payment shall be made by the Purchaser through RTGS/NEFT within 10 days after delivery, inspection, successful installation, commissioning and acceptance of the equipment at IIT Jammu in good condition and to the entire satisfaction of the Purchaser and on production of unconditional performance bank guarantee as specified in Clause 9 of tender terms and conditions.</li> <li>ii. For imported items Payment will be made through irrevocable Letter of Credit (LC). Letter of Credit (LC) will be established in favor of foreign Supplier after the submission of performance security. The letter of credit (LC) will be established on the exchange rates as applicable on the date of establishment. For Imports, LC will be opened for 100% FOB/CIF value. 80% of the LC amount shall be released on presentation of complete and clear shipping documents and 20% of the LC amount shall be released after the installation and demonstration of the equipment at the INST site of installation in faultless working condition for period of 60 days from the date of the satisfactory installation and subject to the production of unconditional performance bank guarantee as specified in Clause 8 of tender terms and conditions.</li> <li>iii. Indian Agency commission (IAC), if any shall be paid after satisfactory installation &amp; commissioning of the goods at the destination at the exchange rate prevailing on the date of negotiation of LC documents, subject to DGS&amp;D registration for restricted items.</li> <li>iv. All the bank charges within India will be borne by the Institute and outside India will be borne by the Supplier.</li> </ol>
22.	<p><b>Termination for Default</b> 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"> <li>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</li> </ol>

	<ul style="list-style-type: none"> <li>ii If the Supplier fails to perform any other obligation(s) under the Contract.</li> <li>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.</li> <li>● For the purpose of this Clause: <ul style="list-style-type: none"> <li>i. “<b>Corrupt practice</b>” 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.</li> <li>ii. “<b>Fraudulent practice</b>” 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;”</li> </ul> </li> <li>● 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.</li> </ul>
23.	<b>Compliance certificate:</b> This certificate must be provided indicating conformity to the technical specifications. (Annexure-I)
24.	After due evaluation of the bid(s), the Institute will award the contract to the lowest evaluated responsive tenderer.



## COMPLIANCE SHEET

## TECHNICAL SPECIFICATION

Sr. No	Particular	Specification	Compliance (Y/N)
1.	L-ASA5525-URL-5Y	Cisco ASA5525 Firepower URL Filtering 5 years bundle subscription	

I have also enclosed all relevant documents in support of my claims, (as above) in the following pages.

**Signature of Bidder**

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Organization Name:** \_\_\_\_\_

**Contact No. :** \_\_\_\_\_

**FORMAT FOR MANUFACTURER'S AUTHORISATION LETTER TO AGENT (on letter head)**

Ref. No.

Date:

To,  
The Director  
Indian Institute of Technology Jammu  
Jagti, NH-44, Nagrota  
Jammu, J&K-181221

**Sub.: Authorization Letter.**

Dear Sir,

We, \_\_\_\_\_, who are established and reputed manufacturers of \_\_\_\_\_, having factory at \_\_\_\_\_, hereby authorize M/s. \_\_\_\_\_ (name & address of Indian distributor /agent) to bid, negotiate and conclude the order with you for the above goods manufactured by us.

We shall remain responsible for the tender / contract / agreement negotiated by the said M/s. \_\_\_\_\_, jointly and severally.

We ensure that we would also support / facilitate the M/s \_\_\_\_\_ on regular basis with technology / product updates for up-gradation / maintains / repairing / servicing of the supplied goods manufactured by us, during the warranty period.

In case duties of the Indian agent / distributor are changed or agent / distributor is changed it shall be obligatory on us to automatically transfer all the duties and obligations to the new Indian Agent failing which we will ipso-facto become liable for all acts of commission or omission on the part of new Indian Agent / distributor.

Yours faithfully,

[Name & Signature]

for and on behalf of M/s. \_\_\_\_\_ [Name of manufacturer]

**Note:** This letter of authorization should be on the letterhead of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer. A copy of notarized power of attorney should also be furnished.

**Vendor/ Manufacturer / Agent Details**

<b>Particulars</b>	<b>Details</b>
Name & Address of Vendor/ Manufacturer / Agent	
Phone	
Fax	
E-mail	
Contact Person Name	
Mobile Number	
TIN Number	
PAN Number	
(In case of on-line payment of Tender Fees)	
UTR No. (For Tender Fee)	
(In case of on-line payment of EMD)	
UTR No. (For EMD)	
Kindly provide bank details in the following format:	
a) Name of the Bank	
b) Account Number	
c) Kindly attach scanned copy of one Cheque book page to enable us to return the EMD to unsuccessful bidder	

**(Signature of the Tenderer)****Name:****Seal of the Company**

## Bid Submission

### Offline Bid Submission:

The Offline bids (complete in all respect) must be sealed in **one** Envelop as explained below:-

<b>Envelope</b> (Following documents to be provided)	
<b>Sl. No.</b>	<b>Content</b>
1.	Compliance Sheet as per Annexure - I
2.	Organization Declaration Sheet as per Annexure - II
3.	Vendor/ Manufacturer / Agent Details (Annexure-III)
4.	Technical supporting documents in support of all claims made at Annexure-I (Annexure-IV)
5.	Price bid

## PRICE BID

**Indian Institute of Technology Jammu  
Jagti, NH44, Nagrota, Jammu (J&K) – 181221**

**Date: XX/XX/XXXX**

Subject: Purchase of **Cisco ASA 5525x Firepower URL Filtering License Bundle** (Following format is used for imported items)

**For indigenous items please quote as per following format.**

S. No.	Description of Item & Specification	Qty. in Units	Unit Price in Rs.	GST%	Total Price in Rs.
1.					
2.					

Note: The above financial template should be strictly followed. Any deviation from the above template (in terms of description and specification of the item) may lead to cancellation of the tender.