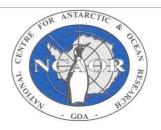
राष्ट्रीय अंटार्कटिक एवं समुद्री अनुसंधान केन्द्र पथ्वी विज्ञान मंत्रालय

पृथ्या विज्ञान मञ्जालय भारत सरकार) हेड लैण्ड सडा, वास्को डा गामा गोवा- ४०३ ८०४ भारत



NATIONAL CENTRE FOR ANTARCTIC & OCEAN RESEARCH

Ministry of Earth Sciences Government of India) Headland Sada, Vasco da Gama Goa - 403 804 - INDIA

> Telefax NO.: +91 832 2525573 Email:warlu62@ncaor.org

PROCUREMENT SECTION

INDIGENOUS ENQUIRY

M/s.

Ref. No.:

07.07.2016

Due Date: 21.07.2016

Date:

Dear Sir,

You are requested to send your offer for the following items as per the terms and conditions mentioned below and in Annexure I.

Sr. No	Description	Qty
1.	Oracle 12 c Enterprise Edition Database Proc Based Lic	01
2.	ATS – Annual Technical Support for Oracle Database Enterprise Edition Lic	01

Your offer should contain the following information:

- 1. Please submit quote for academic license
- 2. Validity period:
- 3. Quantity / Trade discounts, if any. :
- 4. Delivery:
- 5. Terms of Price:
- 6. Mode of Despatch:
- 7. Software Upgrades:
- 8. Guarantee/Warranty:
- 9. Installation:
- 10. Training:
- 11. Taxes/VAT applicable with Full Rate/Percentage ('C' / 'D' form not available).
- 12. Indicate if Excise Duty included or extra and Rate/Not Applicable.
- 13. Enclose brochure/leaflet, Specification/ Sample
- 14. Please enclose authorization letter from your principals.
- 15. Please specify infrastructure facilities required for installation and commissioning of software.

Also confirm "the rates quoted by you are reasonable and lowest charged and are not exceeding the lowest rates charged to any other clients".

Yours faithfully,

Executive (Procurement) For and on behalf of Director, NCAOR

TECHNICAL COMPLIANCE STATEMENT FOR SUPPLY OF ORACLE SOFTWARE

Sr. No.	Description	COMPLIED/ NOT COMPLIED	EXTRA FEATURES
1	Oracle 12 c Enterprise Edition Database Proc Based Lic		
2	ATS – Annual Technical Support for Oracle Database Enterprise Edition Lic		

TERMS AND CONDITIONS FOR SUBMISSION OF QUOTATION

- 1) The National Centre for Antarctic and Ocean Research (NCAOR) invites sealed quotations for the Supply, Installation & Training of Oracle Software, as per the specifications at NCAOR, GOA.
- 2) The quotation should be submitted in sealed covers, super scribing, tender no. due date sealed and addressed to the Director, National Centre for Antarctic and Ocean Research, Headland-Sada, Vasco-da-Gama, Goa-403 804.
- **3)** Overwriting and corrections should be attested properly. The bid should be complete in all respects and should be duly signed. Incomplete and unsigned bids will not be considered at all.
- **4)** All relevant technical literature pertain to items quoted with full specifications (Drawing, if any), information about the products quoted, including brochures if any should accompany the quotation.
- **5)** A list of reputed clients to whom the firm has supplied similar items to be furnished along-with the quotation.
- 6) Quotation should be valid for a period of 90 days from the date of tender opening and the period of delivery required should also be clearly indicated. If the supplier fails to deliver the goods within the time to be agreed upon, for delayed deliveries and for delays in installation (wherever applicable) NCAOR reserves the right to levy liquidated damages at the rate of 0.5% per week or part their of up to maximum of 5%.
- 7) The warranty period and the kind of post-warranty support should be indicated. Warranty shall commence from the date of installation and acceptance of the complete software supplied under the Purchase Order / Contract.
- **8)** The Purchaser requires that the bidders suppliers and contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the following are defined:

"Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution:

"fradulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of contract;

"collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of purchaser, designed to establish bid prices at artificial, noncompetitive levels; and

"coercive practice: means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of contract;

The purchaser will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question; The Decision of Director, NCAOR shall be final and binding.

9) Bidders that doesn't manufacture the goods it offers to supply shall submit Manufacturer's Authorization form on the letterhead of the Manufacturer duly signed and stamped by a person with the proper authority to sign documents that are binding on the Manufacturer as per the following format should be submitted failing which the quotation will not be considered.

To
The Director
NCAOR
GOA

Sub: Manufacturers' Authorization form against Tender No:______

We______(Name of the Manufacturer) who are official manufacturers of ______(Type of goods manufactured) having factories at _______(full address of Manufacturer's factories) do hereby authorize _______(Name of the Bidder) to submit a bid against your Tender No._______for the ______Goods manufactured by us and to subsequently negotiate and sign

the contract.

We hereby extend our full guarantee and warranty with respect to the Good	is offered by
the above firm	
Manufacturer's Name:	
Signature of Authorized	
representative of the Manufacturer:	
Duly authorized to sign this Authorization on behalf of :	_(Name of
the Bidder)	

In case the bidder not doing business within India, shall furnish the certificate to the effect that the bidder is or will be represented by an agent in India equipped and able to carry out the supply, maintenance, repair obligations etc., during the warranty and post warranty period or ensure a mechanism at place for carrying out the supply, maintenance, repair obligations etc., during the warranty and post- warranty period.

10) Please specify the country of origin and currency in which rates are quoted.

Date:

- **11**) The order acknowledgement should be from the principals and if the Indian Agent is empowered to quote, and to furnish order acknowledgement, a copy of agreement entered by you with the Indian Agent to be furnished.
- **12) Compliance Statement:** point-by-point comparison/compliance statement with **technical specification** indicated in the tender, should be enclosed along with your tender as well as any other extra features of the item be shown separately therein and also **compliance statement for all commercial terms** of the tender document.
- **13)** NCAOR is not entitled to issue form "C/D". No sales Tax or any other Tax shall be payable by us unless payment of the same is specifically mentioned by the suppliers in their bids and same is legally leviable.
- **14)** NCAOR is exempted from the payment of Excise Duty / Custom Duty as per Govt. notification. Hence, the rate should be split into basic cost and Excise Duty if any.

- **15)** The quotation should contain with all details and specifications of the software offered, delivery schedule, warranty, payment term, installation, training, postwarranty, user-list, service support and the price(s) of the item(s) quoted.
- **16)** In case of imported stores both FOB and CIF prices upto Indian port of entry namely <u>Goa</u> should be indicated. However tender should contain item-wise prices including total ex-works price and cost of packing forwarding, approx, and cost of air-freight charges for delivery upto Goa, India.
- **17**) A Committee constituted by the Director, NCAOR for the purpose reserves the right to open the quotations.
- **18)** The firm to the full satisfaction of the NCAOR should carry out the installation at the <u>NCAOR premises</u> and the time-frame for the whole process should be specified in the technical bid.
- 19) A technical Committee constituted by the Director will assess the product supplied/installed for their quality and their conformity to the specifications provided by the firm in their quotations. Any item(s) identified by the Committee to be not as per the specifications or are found to be of inferior quality will be rejected, and the bills towards the supply will not be processed for payment till proper replacements are provided.
- 20) No advance payment will be made. Payment shall be made by within 30 days from the date of receipt, acceptance & satisfactory installation of the software. The payment will be authorized after submission of Bank Guarantee for 10% value of the order towards warranty guarantee. The performance Bank Guarantee should be furnished within 15 days from the date of placement of order from any reputed bank (scheduled bank in India or foreign bank operating in India) valid till 60 days after the warranty period.
- **21)** Suppliers should clearly define the mechanisms of post-warranty maintenance or support. Supplier should undertake to support the product for a minimum period of 5 years (post-warranty). Post Warranty, AMC charges for a period of 3 years (annual bases) may also be quoted separately.

- **22)** Two sets of operational, service/troubleshooting manuals and diagrams to be supplied with software.
- **23)** The submission of tender shall be deemed to be an admission on the part of the tenderer, had fully acquainted with the specifications, drawings etc. and no claim other than what stated in the tender shall be paid in the event of award of Purchase Order.
- **24)** Expenditure involved towards any extra materials required for labour involved for successful installation of the software, if not quoted for, would have to be borne by the tenderer.
- **25**) Training/installation charges should be clearly indicated including the scope of training.
- **26)** Tender should clearly define the infrastructure facilities required for installation of the software.
- **27)** NCAOR will not be liable for any obligation until such time NCAOR has communicated to the successful bidder of its decision to release the purchase order.
- **28)** Bidders shall note that NCAOR will not entertain any correspondence or queries on the status of the offers received against this enquiry.
- **29)** Tenders from Manufacturers/Suppliers/Tenderers whose performance was not satisfactory in respect of quality of supplies and delivery schedules in any organizations, are liable for rejection. The tenders that do not comply with the above criteria and other terms & conditions are liable for rejection.
- **30)** Please enclose documentary proof such as latest purchase order copies etc., to substantiate the reasonability of price.
- **31)** The Director, NCAOR does not bind to accept the quotation and reserves the right to himself, to reject or partly accept any or all the quotations received without assigning any reason.
- **32)** All disputes arising in connection with executing the purchase order will be subject to the Jurisdiction of the Courts in Goa only.

TENDER ACCEPTANCE UNDERTAKING

То	
The Director,	
NCAOR, Headland S	Sada
Vasco - Goa.	

Having examined the tender document for **Supply**, **Installation & Training of Oracle Software** we the undersigned hereby offer to supply the equipment in conformity with all specifications and conditions set out in the tender document.

We enclosed all the relevant documents as per the tender.

We understand that you are not bound to accept the lowest or any tender received.

Date:

(Signature of Bidder)

Name : Designation :

Seal