

No. 6(1)/2016-17-EMU

ICAR -INDIAN AGRICULTURAL STATISTICS RESEARCH INSTITUTE
(An ICAR's autonomous body under Department of Agriculture Research and Education,
Ministry of Agriculture and Farmers Welfare, Govt. of India)

Library Avenue, Pusa, New Delhi -110012

Tel – 011-25841479, Fax - 011-25841564

Tender No. 6(1)/2016-17-EMU

OPEN TENDER

for

Tender for Comprehensive Annual Maintenance contract of GEPON Network

ICAR-IASRI,

LIBRARY AVENUE, PUSA,

NEW DELHI -110012

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SECTION – I

NOTICE INVITING TENDER



**ICAR -INDIAN AGRICULTURAL STATISTICS RESEARCH
INSTITUTE**

(An ICAR's autonomous body under Department of
Agriculture Research and Education (DARE),

Ministry of Agriculture and Farmers Welfare, Govt. of India)

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F.No. No. 6(1)/2016-17-EMU

Notice Inviting Tender (NIT)

Director, ICAR-IASRI invites online open tender from reputed firms for **“Tender for Comprehensive Annual Maintenance Contract of GEON Network”** at ICAR-IASRI, Library Avenue, Pusa, New Delhi -110012.

The information and schedule of dates are mentioned below:

Mode of Tender	Online at https://eprocure.gov.in/eprocure/app
Procedure and requirements for submission online tender.	Please refer https://eprocure.gov.in/eprocure/app
Websites for downloading Tender Document, Corrigendum's, Addendums etc.	https://eprocure.gov.in/eprocure/app
Tender Processing fee (non-refundable)*	Rs. 500/- (Rupees Five Hundred only)
Earnest Money Deposit EMD (DD, BG)*	Rs 10,000/- (Rupees Ten Thousand only)
Publishing Date & Time	27.02.2018, 15:30 Hours
Bid Submission Start Date & Time	28.02.2018, 15:45 Hours
Bid Submission End Date & Time	22.03.2018, 14:30 Hours
Submission of Demand Draft of Tender processing & document fee and EMD	Up to 23.03.2018, 14:30 Hours
Bid Opening Date, Time and Venue	23.03.2018, 15:00 Hours at ICAR-IASRI, New Delhi
Bidding Procedure	Two bid system
Bid Validity	90 days from the bid submission end date
Period of the Contract	03 Years
Submission of Physical Demand Draft	Administrative Officer (Maintenance), IASRI, Library Avenue, Pusa, New Delhi-110012
In case any bidder fails to submit the original Demand Draft of tender processing & document fees and EMD up to 14:30 Hours on 23.03.2018 , the Bid of the bidder shall not be opened. The Demand Draft should be of Commercial Bank drawn in favour of “Director, IASRI”.	
*Vender/Firm need to submit valid registration/certificate/document if to avail exemption.	

Important Notes:

1. Tender Documents may be downloaded from Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app>. Aspiring bidders who have not enrolled / registered in eProcurement should enrol / register before participating through the website <https://eprocure.gov.in/eprocure/app>. Bidders are advised to go through instructions provided at ‘Instructions for online Bid Submission’. **Tender ID is : 2017_DARE_275209_3**
2. The tender will be available under Department of Agriculture Research and Education (DARE) on <https://eprocure.gov.in/eprocure/app>
3. Only bids received on e-procurement portal (CPMP) will be considered for opening. Bids in any physical form sent through fax/email/courier/post/delivered personally will not be considered.
4. ICAR-IASRI reserves the right to cancel this Notice of Invitation Tender (NIT) and / or invite a fresh with/without amendments to this NIT, without liability or any obligation and without assigning any reason. Information provided at this stage is indicative and ICAR-IASRI reserves the right to amend further details in the tender document

5. ICAR-IASRI will not be responsible for any delay in enrolment or submission of the offer/uploading the offer on above mentioned e-procurement portal for any reason whatsoever. Hence vendors are advised to register in the e-procurement website <https://eprocure.gov.in/eprocure/app> & enrol their Digital Signature Certificate (Class – II or above) and upload their quotations well in advance to avoid last minute problems.
6. Detailed **Terms & Conditions, Eligibility, Schedule of Requirement (SOR), SLA and other information** for the assignment are available on the website <https://eprocure.gov.in>. In case of any clarification, contact the following email: emu.iasri@icar.gov.in .
7. Any Corrigendum, extension of date(s) and others in respect of above tender shall be issued only on website <https://eprocure.gov.in/eprocure/app> and <http://iasri.res.in>. No separate notification shall be issued in the press. Therefore, bidders are requested to regularly visit our website to keep themselves updated.

Date: 27.02.2018

Place: New Delhi

Location: ICAR-IASRI

Sd/ Administrative Officer (Maintenance)

Digitally Signed

SECTION – II

INSTRUCTION TO BIDDERS

INSTRUCTIONS TO BIDDER.

1. GENERALS

- i. Bidders are advised to study the Bid Document carefully. Submission of the Bid shall be deemed to have been done after careful study and examination of all instructions, eligibility, forms, terms and requirement specifications in the tender document with full understanding of its implications. Bids not complying with all the given clauses in this tender document are liable to be rejected. Failure to furnish all information required in the tender Document or submission of a bid not substantially responsive to the tender document in every respect will be at the vendor's risk and may result in the rejection of the bid. Incomplete tender is liable to be rejected. Contracts envisaged under this contract are required to be executed in all respects up to the period of completion mentioned above.
- ii. All the Bids shall be prepared and submitted in accordance with these instructions.
- iii. Bidder shall bear all costs associated with the preparation and delivery of its Bid, and the purchaser will in no case shall be responsible or liable for these costs.
- iv. The Bid should be submitted by the Bidder in whose name the bid document has been issued and under no circumstances it shall be transferred/ sold to the other party.
- v. The purchaser reserves the right to request for any additional information and also reserves the right to reject the proposal of any Bidder, if in the opinion of the purchaser, the data in support of Request for Quotation(RFQ) /NIT requirement is incomplete.
- vi. The Bidder is expected to examine all instructions, forms, terms & conditions and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a Bid not substantially responsive to the Bid Documents in every respect may result in rejection of the Bid. However, the purchaser decision in regard to the responsiveness and rejection of bids shall be final and binding without any obligation, financial or otherwise, on the purchaser.
- vii. Only those agencies, who fulfil the qualifying criteria as mentioned in clause 4. Eligibility and Qualification requirements for Bidders should submit the tender documents.
- viii. Tender document consists of the following:
 - a. Notice Inviting Tender
 - b. Instructions to bidders
 - c. Terms & conditions
 - d. Scope of Work.
 - e. Standard Form and Annexures
- ix. ICAR-IASRI reserves the right to accept/reject any or all Tenders without assigning any reason thereof and alter the amount and quantity mentioned in the Tender documents at the time of placing purchase/ Contract orders. Tender will be summarily rejected if:
 - a. Tender Processing and Document fee and Earnest Money Deposit (EMD) of value INR 10,000/- (Ten Thousand) is not deposited in shape of Bank Draft/ Bank Guarantee in favour of Director, IASRI, payable at Delhi.
 - b. Complete Technical details are not enclosed.
 - c. Tender will be received after due date and time.

- x. The successful bidder shall submit performance bank guarantee after notification of award and before signing the contract. The amount of performance bank guarantee shall be 10 % of contract value for the period of 39 months.

2. Availability of tender

Bidding will be On-line through Central Public Procurement Portal System. The NIT & others information is available at <http://iasri.res.in> and NIT, Tender Document BOQs are available at e-procurement site <https://eprocure.gov.in/eprocure/app>. Prospective bidders desirous of participating in this tender may view and download the tender document free of cost from above mentioned website. However, bidders need to submit the tender processing fee of Rs. 500/- (Rupees Five Hundred only) through demand draft / pay order from a schedule commercial bank drawn in favour of 'Director, IASRI' payable at New Delhi at the time of bid submission.

3. Important dates and other details

Mode of Tender	Online at https://eprocure.gov.in/eprocure/app
Procedure and requirements for submission online tender.	Please refer https://eprocure.gov.in/eprocure/app
Websites for downloading Tender Document, Corrigendum's, Addendums etc.	https://eprocure.gov.in/eprocure/app
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*Vender/Firm need to submit valid registration/certificate/document if to avail exemption.	

4. Eligibility and Qualification requirements for Bidders:

- i. The bidder must possess the requisite experience, strength and capabilities in providing the services necessary to meet the requirements, as described in the bidding documents. The bidder must also possess the technical know-how and the financial wherewithal that would be required to successfully

provide the support services sought by the IASRI/ICAR, for the entire period of the contract. The bids must be complete in all respect and should cover the entire scope of work as stipulated in the bidding document. The bidder should meet the eligibility criteria as given below:

ii. **Eligibility for participation:** The prospective bidder must qualify all of the following requirements to be eligible to participate in the bidding.

a. **General Information**

S. no	Particulars	Details
i.	Name and address of Firm :	
ii.	Status of the firm (Proprietary /Limited firm/ Pvt. Ltd.)	
iii.	Bank Details	A/C: IFSC Code: Bank Name: Branch Address:
iv.	Deposited EMD and Tender Fee	YES /No / Exempted DD No: Date: Bank Name:

b. **Eligibility**

S. No	Clause	Minimum Documents required to be submitted as proof
1.	The bidder must be having an office in Delhi-NCR,	Submit Relevant documents like Electricity/Water/Phone etc. bill, Purchase order and others
2.	The Bidder must have valid GSTN	GSTN NO: Copy/relevant details.
3.	The Bidder must have valid PAN	PAN No. Copy of PAN, GSTN etc.
4.	The Bidder must have experience in GEAPON networking along with minimum one installation of Networking using Ethernet PON technology.	Copy of OEM Authorisation/ PO/ Client Certificate of any organization/ firm/ company.

5. **Cost of Bidding**

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser will in no case, be responsible or liable for those costs.

6. **Price format**

i. Price currency is Indian Rupee i.e. INR

- ii. All taxes i.e. GST etc. shall be applicable as per notification of GOI at the time of bill/invoice.
- iii. The tender has cell protected and digitally signed price sheets (BOQ) in excel format and the bidder shall have filled price(s) only in provided BOQ(s) in excel format and upload on <http://eprocure.gov.in>.
- iv. In case, if there is any difference in any price digit(s) in item wise price list and grand summary price list, then minimum price will be considered of any price list and accordingly bidder has to adjust the price in respective item(s) of price list (s)

7. Clarification: A prospective Bidder requiring any clarification of the Bidding Documents may notify the purchaser in writing at the purchaser's address or email: emu.iasri@icar.gov.in.

8. Earnest Money Deposit (EMD), Tender Fee and Performance Bank Guaranty

- i. Bidder has to be submitted Earnest Money Deposit (EMD) of Rs. 10,000/- (Rupees Ten Thousand only) and tender processing fee of Rs. 500/- (Rupees Five hundred only). The tender processing Fee should be in separate Demand Draft and EMD should be in separate Demand Draft. The tender processing Fee validity should at least three months and EMD validity should be at least 165 days from the date of bid submission. Tender fee and EMD is to be physically submitted through Demand Draft of any Commercial Bank, drawn in favour of Director, IASRI, New Delhi, before as per IMPORTANT DATES clause.
- ii. However, the firms/Bidders, who are registered for considered services and items with NSIC under Single Point Registration Scheme, shall be considered for exemption from furnishing the EMD by the Competent Authority. In such cases, an attested copy of the Registration Certificate from NSIC must be furnished. Merely registration as a SSI Unit does not qualify the Firm for Otherwise bids will be rejected. In the absence of a valid certificate from the NSIC or proper Bank Draft of EMD amount, such tenders shall be rejected straightway.
- iii. The scanned copy of Demand Draft(s) shall be uploaded (PDF format) electronically on <https://eprocure.gov.in/eprocure/app>.
- iv. In the case of bidders, who are not considered for awarding the contract, the EMD will be refunded immediately after the final decision. Earnest Money Deposit (EMD) of the successful bidder will be refunded on receipt of same amount of Security Deposit in the name of Director – Indian Agricultural Statistics Research institute, Library Avenue, New Delhi -110112 valid for additional 03 months of contract period with acceptance of empanelment, within 15 calendar days. No interest will be payable for the EMD.
- v. The successful bidder shall submit performance bank guarantee after notification of award and before signing the contract. The amount of performance bank guarantee shall be 7 % of contract value for the period of 39 months.

9. Evaluation of bid

- 1.1. Process to be confidential: Information relating to the examination, clarification, evaluation and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process. Any effort made by a bidder to influence the purchaser's processing of bids or award decisions may result in the rejection of the

Bidder(s) Bid.

- 1.2. Clarification of bids: To assist in the examination, evaluation and comparison of Bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its Bid. All responses to requests for clarification shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 1.3. Preliminary examination of bids / responsiveness
 - i. The purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
 - ii. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price per item that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price per item will be corrected. If there is a discrepancy between the Total Amount and the sum of the total price per item, the sum of the total price per item shall prevail and the Total Amount will be corrected.
 - iii. Prior to the detailed evaluation, the purchaser will determine the substantial responsiveness of each bid to the bidding documents. A substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Documents without deviation.
- 1.4. Evaluation and comparison of bids
 - i. A duly constituted committee will evaluate the technical bids. EMD and technical bid of the tender will be opened in the first instance. ICAR-IASRI reserved the right to seek fresh set of documents or seek clarification on the already submitted documents.
 - ii. The evaluation of Bids shall be done based on the Eligibility Criteria and Financial Lowest Cost Basis Selection (LCBS) competitiveness basis. The bids will be opened online (<https://eprocure.gov.in>) in two bidding stage i.e. Technical bid and Financial bid as per procedure on Central Public Procurement Portal. In the event of the specified date of bid opening being declared a holiday for ICAR-IASRI, the bids shall be opened on the next working day.
 - iii. Bidders shall base their Bid price on the terms and conditions specified in the Bidding Documents.
 - iv. The cost of all quantifiable deviations and omissions from the specification, terms and conditions specified in Bidding Documents shall be evaluated. The Purchaser will make its own assessment of the cost of any deviation for the purpose of ensuring fair comparison of Bids.
 - v. Any adjustments in price, which result from the above procedures, shall be added for the purposes of comparative evaluation only to arrive at an "Evaluated Bid Price". Bid Prices quoted by Bidders shall remain unaltered.
 - vi. Bids The Commercial Bids of the technically qualified bidders will be opened online (<https://eprocure.gov.in/cpp/app>). The date of opening of commercial / financial bid will be communicated by eProcurement portal (CPPP). The Bidder's representatives may choose to attend the Financial Bid opening on date and time at the site of purchaser. The Bidder's representatives who are present shall sign a register evidencing their attendance. The name of Bidder, Bid Prices, etc. will be announced at the meeting.
 - vii. **The Purchaser will evaluate and compare the bids that have been determined to be substantially responsive. The evaluation will be performed assuming that:**
 - (a) **The Purchaser's evaluation of a bid will be made on the basis of prices quoted in accordance with Bid Prices (BOQs).**
 - (b) **Since this tender has two Price Schedules but the contract will be awarded**

to the lowest price (L1) evaluated bidder for the entire tender as per below given evaluation process.

b.1. If the quoted price by one bidder for three years comprehensive AMC and rate of accessories for supply and installation of new/additional nodes are lowest then contract will be offered to lowest price (L1) single bidder for entire tender.

b.2. If there are price difference between L1 bidder of AMC and other bidders against price schedule of accessories for supply & installation of new Items as BOQ , in that case, contract will also award to the L1 bidder of AMC subject to considering lowest price against per item quoted by L1 bidder of AMC and average price of other/remaining items of all bidders.

1. Site Visit

- i. The Bidder may wish to visit and examine the site and obtain for itself, at its own responsibility and risk, all information that may be necessary for preparing the bid and entering into the Contract. The costs of visiting the site or sites shall be at the Bidder's own expense.
- ii. The Purchaser will arrange for the bidder and any of its personnel or agents to gain access to the relevant site or sites, provided that the Bidder gives the Purchaser adequate notice of a proposed visit of at least three working days. Failure of a Bidder to make a site visit will not be a cause for its disqualification.
- iii. No site visits shall be arranged or scheduled after the deadline for the submission of the Bids and prior to the award of Contract.

2. Address for communications, Demand Draft submission:

Smt. Poonam Singh, AO

Address: Room No. 04, Sample Survey Block
IASRI, Library Avenue, Pusa
City: New Delhi, Pin Code: 110 012
Telephone: 91-11-25847121-24 Ext. 4277
Facsimile number: 91-11 25841564
Electronic mail address: emu.iasri@icar.gov.in

SECTION – III

TERMS AND CONDITIONS

TERMS AND CONDITIONS

2. Definitions:

2.1. "Purchaser" means ICAR-IASRI, being the location at which the Vender shall provide supply / Service/ Supply. "Bidder" means the potential Firm/Vender/Bidder, hereafter called "vender".

2.2. Interpretation:

- i. The descriptive headings of Clauses are inserted solely for convenience of references and not intended as complete or accurate description of content thereof and shall not be used to interpret the provisions of this Service/ Supply / Supply contract and,
- ii. The use of words in the singular or plural, or with a particular gender, shall not limit the scope or exclude the application of any provision of this Service/ Supply / Supply Contract to any person or persons or circumstances except as the context otherwise permits.
- iii. References to the word "include", "including", "inclusive" and "inclusively" shall be construed without limitation;
- iv. The Appendices annexed to this Service/ Supply / Contract form an integral part of this Service/ Supply Contract and will be of full force and effect as though they were expressly set out in the body of the Service/ Supply Contract;
- v. Reference to any legislation or law or to any provision thereof shall include references to any such law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision;
- vi. The terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire Contract;

3. Contract Period, Value and extension: The contract value of per item shall remain firm during the entire contract period. Initially Contract will be award for period of **Three years**. The contract period may be extended another month/quarter/year(s) based on vender's performance. Any further requirement of security will be paid based on the rate finalized by us for existing requirement.

4. Performance Security: The successful bidder will have to deposit Security Deposit equal to 10% of the total or absolute value decided by competent authority of the contract further reduced to the extent of Earnest Money Deposit which will be accordingly adjusted and also execute the contract within 30 days from the date of placement of order. If the firm fails to provide services to the satisfaction of the Institute as per the order during contract period, the contract will be cancelled and the Security Deposit will be forfeited or Bank Guarantee revoked. The Security Deposit will be released after completion of the contract to the satisfaction of the Institute. Additional Security money needs to be deposited in case more items are added in the AMC in future.

5. Agreement: The successful tenderer will have to sign an Agreement with the Institute on a non-judicial stamp paper of appropriate value before taking over the contract.

6. Payment: Maintenance charges will be paid on quarterly basis after deduction of penalty after completion of the quarter. The payment shall be released quarterly on satisfactory completion of assigned services. If calculation of penalty was not readily available, then 50% of the bill amount will be released provisionally. Income Tax and other taxes as per rules will be deducted from the bill as applicable from time to time.

7. Penalty:

- a. In cases of downtime beyond those stipulated above, penalty will be automatically deducted from the quarterly payable amount.
- b. Penalty to be imposed will be subject to a maximum of total value of the contract. In case of the gross negligence and downtime, security deposited by the firm can be forfeited besides immediate cancellation of the contract.
- c. In case of intermittent failure and repeated failure the system will be considered continuously down and down time penalty clause will apply accordingly.
- d. If the firm fails to repair the equipment or provide standby equipment within permissible downtime of the complaint, they will attract a penalty as per details given below:

S.No.	Equipment	Permissible downtime	Penalty per day in Rupees
1.	OLT	24 Hrs.	5000.00
2.	PON Port (each segment)	48 Hrs.	2000.00
3.	Splitter	48 Hrs.	1000.00
4.	ONU or any accessories used for last mile connectivity	72 Hrs.	200.00

- e. The above items include components installed at various locations in the IASRI Campus. There may be some items that may be given on CAMC after their warranty period is over, during this contract period. The maintenance would be on pro-rata basis.

8. Tender Rates, Prices, Taxes and Duties:

- 8.1. Vendor shall be entirely responsible for all taxes, duties, license, fees etc. Incurred until delivery of the contracted services to the Institute. No tax or duty will be payable by the Institute unless specified by the vender in the price bid.
- 8.2. The prices/rates quoted for each item/work in the BOQ only GST shall be exclusively and all direct and indirect costs, insurances, statutory charges, statutory fees, royalties; taxes on quarried items, duties shall be inclusive. i.e. sales tax, consignment tax, octroi / local tax, incidental charges, cost of complying to other local authorities etc., and any other costs that may be involved in completing the works as required, fulfillment of all obligations under the Contract and to the satisfaction of the Purchaser.
- 8.3. Rates of all exclusive taxes i.e VAT/Service/GST will be applicable at the time of invoice as per notification of Govt. of State/India.
- 8.4. All payments made by the Purchaser to the Vender shall be subject to tax deducted at source. The Purchaser shall provide the TDS Certificates to the Vender within 30 days from the date of its deduction.
- 8.5. The Vender shall be responsible for due payment of all taxes, levies, charges and expenses with respect to or arising out of the performance of this Service/ Supply Contract. The Vender shall submit to the Purchaser true copies of receipts / challans of all such taxes paid within 10 days of making such payments for records of the Purchaser.
- 8.6. The rates quoted for each item/work in the BOQ by the Vender shall remain firm until the successful completion of the Contract including any extension (s) of time that may have been granted to the vender under the scope of this Contract and shall not be subject to escalation on any account. The rates quoted for each item/work in the BOQ shall be deemed to include and cover all cost, expenses and liabilities to every description and all risk of every kind to be taken in executing, completing and handing over the work to the satisfaction of the Purchaser.
- 8.7. The Vender shall on his own and at his own expense obtain all necessary permits and

permissions to execute the job, including required registrations, Agent's etc. To perform its obligation under this Contract and shall indemnify the Purchaser in all related matters.

- 9. Indemnity:** The Vender shall keep ICAR-IASRI indemnified at all times, against all claims, losses, damages or liability that may arise under this Contract / Work Order (whether criminal or civil and including legal fees and costs incurred), including
- i. any breach non-observance or non-performance by vender or its employees or agents of any of the provisions of this Contract.
 - ii. any act or omission of vender or its employees or agents.
 - iii. any negligence or breach of duty on the part of vender, its employees or agents including any wrongful use by it or them of any property or goods belonging to or by the purchaser or any other third party at site including adjoining neighbors.
 - iv. Vender shall at all times indemnify the purchaser against all liabilities to other persons, including employees or agents of the purchaser or other vendors for bodily injury, damage to property or other loss which may arise out of or in consequence of the execution or completion of Project and against all costs charges and expenses that may arise.
 - v. Resulting from any breaches in respect of any matter arising from the provisions of Service/ Supply s resulting in any successful claim by any third party;
 - vi. Claims for compensation under the provisions of Workmen Compensation Act 1923 as amended from time to time or any compensation payable under any other law for the time being in force to any workman / employees or staff engaged by the Vender in carrying out the Service/ Supply s and against costs and expenses, if any, incurred by ICAR-IASRI in connection therewith.
 - vii. Any claim due to non-compliance of applicable PF/ Labour laws, ESI regulations etc.
 - viii. The indemnities provided under this Clause are without prejudice and in addition to ICAR-IASRI s rights to make any recovery whatsoever under this Contract / Work Order, with or without invoking the indemnity provisions.
- 10. Defect liability:** Vender under the scope of this Contract. In case any defect in the work is observed during the contract period, the same shall be rectified by the Vender at own cost including supply of all materials, labour, equipments and any other appliance in this regards for the fulfillment of all obligations under the Contract and to the satisfaction of the Purchaser.
- 11. Damage of private properties / life:** The Vender shall be responsible for all risk to the works to be performed under its obligation under the Contract and for trespassers, and shall make good at his own expenses all losses and damages whether to the works, themselves, or to any other property of the purchaser or the lives, persons or property of other forms, whatsoever cause, in connection with the works, although all reasonable and proper precautions may have been taken by the vender, and in case Purchaser is called upon to make good any such costs, loss or damages or to pay compensation to any person(s) sustaining damages by reason of any act, or any negligence or omission on the part of the Vender, the amount of any costs or charges (including costs and charges towards legal proceedings) which the Purchaser may incur in reference thereto, shall be charged to the Vender. The Vender shall reimburse such costs immediately to the Purchaser.
- 12. Release of information and confidentiality:** The Vender shall keep all the information obtained directly or indirectly through appointment of this contract confidential and shall not reveal the same to any other party without the prior written permission of the Purchaser. In the event of any breach of this provision, the vender shall indemnify the Purchaser against any loss, cost or damage or claim by any party in respect of such breach.
- 13. Award/ subletting of contract:**
- 13.1. The Purchaser reserves the right to reduce/ award consolidated order or separate

orders for one or more parts against this tender.

13.2. The Vender will not be permitted to sublet his job in whole or Part without the prior written permission of the Purchaser. The Vender shall submit to the Purchaser a list of Sub-Vender, Bidders (not less than three names) for the approval of the Purchaser. The Purchaser may approve all or any of the names or reject all names, which in his opinion do not meet the prerequisite qualifications. The Vender shall re-submit a fresh list of names for approval. Further in the event that none of the names submitted by the vender are acceptable to the Purchaser, the Purchaser may suggest names to the Vender and it shall be binding upon the Vender to accept the names suggested.

14. Site location: The Vender must see the site of the work, surrounding locality, local traffic rules, site approaches etc. carefully. No claim of any sort shall be entertained on account of any site conditions.

15. Quantities in the contract/BOQ:

15.1. The Purchaser reserves the right of deletion of any item in full, in part, reduce, increase or to modify the Scope of Work. The rates quoted by the Vender shall remain firm even if there are any variations in the quantities mentioned in the Bill of Quantities, or due to any idling of resources due to non-availability of fronts, details, etc.

15.2. The above items include components installed at various locations in the IASRI Campus. There may be some items that may be given on AMC after their warranty period is over, during this contract period. The maintenance would be on pro-rata basis.

16. Acceptance, compliance of tender: Submission of this tender by the bidder shall assumed that the vender is accepting and complying all the terms & conditions, Scope of work and others. Vender shall sign and stamp every page of tender including all the Annexures.

17. Limitation of Liability: Provided the following does not exclude or limit any liabilities of either party in ways not permitted by applicable law:

- The Bidder shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Bidder to pay liquidated damages to the Purchaser; and
- the aggregate liability of the Bidder to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Bidder to indemnify the Purchaser with respect to intellectual property rights infringement.

18. Cost of bidding: The Bidder shall bear all cost associated with the preparation and submission of its Bid and the purchaser will in no case be responsible or liable for those costs.

19. Bidding documents

19.1. The Scope of Contract, Bidding Procedures and Contract Terms are described in the Bidding Documents.

19.2. The Bidder is expected to examine the Bidding Documents, including all Instructions, Forms, Terms and Specifications. Failure to furnish all information required by the Bidding Documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect will may result in the rejection of the Bid.

20. Amendment of bidding documents

20.1. At any time prior to the deadline for submission of Bids, the Purchaser may for any reasons, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by Amendment.

20.2. The Amendment shall be part of the Bidding Documents, and it will be notified in

writing by Fax/e-mail to all the Bidders who have received the Bidding Documents and confirmed their participation to Bid, and will be binding on them.

- 20.3. In order to afford prospective Bidders reasonable time in which to take the Amendment into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of Bids.

21. Preparation of bids

- 21.1. Language of bid: The Bid prepared by the Bidder, and all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the English Language. Any printed literature furnished by the Bidder may be written in another Language, provided that this literature is accompanied by an English translation, in which case, for purposes of interpretation of the Bid, the English translation shall govern.
- 21.2. Documents comprising the bid: The Bid prepared and submitted by the Bidder shall comprise the following components:
- i. Bid Form, Price & other Schedules (STRICTLY AS PER FORMAT) and Technical Data Sheets completed in accordance with Technical Specification.
 - ii. All the Bids must be accompanied with the required Tender fee and EMD against each tender.
- 21.3. Bid form: The Bidder shall submit online Bid Form and the appropriate Price Schedules and technical specifications enclosed with the Bidding Documents.

22. Bid prices

- 22.1. Bidders shall quote for the entire Scope of Contract with prices for individual items. The tenderer is required, at his expense, to obtain all the information he may require to enable him to submit his tender.
- 22.2. Prices quoted by the Bidder shall be "Firm" and not subject to any price adjustment during the performance of the Contract. **A Bid submitted with an adjustable price will be treated as non-responsive and rejected.**
- 22.3. Prices shall be quoted in Indian Rupees Only.

23. Bids validity

- 23.1. Bids shall remain valid & open for acceptance for a period of 120 days from the date of opening of the Bid.
- 23.2. Notwithstanding Clause above, the Purchaser may solicit the Bidder-s consent to an extension of the Period of Bid Validity. The request and the responses thereto shall be made in writing and sent by Fax/post/courier.

24. Alternative bids: Bidders shall submit Bids, which comply with the Bidding Documents. Alternative bids will not be considered. The attention of Bidders is drawn to the provisions regarding the rejection of Bids in the terms and conditions, which are not substantially responsive to the requirements of the Bidding Documents.

25. Format and signing of bid

- 25.1. 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 sign on behalf of the Bidder. Written Power-of-Attorney accompanying the Bid shall indicate such authorization.
- 25.2. The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

26. Submission of bid

- 26.1. Bidders must have / obtain Digital Signature Certificates and register on <https://eprocure.gov.in/eprocure/app> . The documents shall be digitally signed during bid uploading by the systems. Online bids (complete in all respect) must be uploaded on <https://eprocure.gov.in/eprocure/app> and manual bid must be submitted as per IMPORTANT DATES.
- 26.2. This tender has Financial Price Schedule as Excel Sheet /BOQ having 5 sheets/BOQs.

The online bids should be submitted as under:

- i. **Please quote without any taxes. All taxes i.e. GST etc. shall be applicable as per notification of GOI at the time of bill/invoice.**
- ii. **EN-1** : The PDF file having Bank Draft(s) towards EMD & TENDER PROCEEDING FEE, ELIGIBILITY and QUALIFICATION, TERM & CONDITIONS, TECHNICAL BID with SCOPE of WORK in one cover/ file. In addition, a letter specifying the details of Demand Draft should be submitted physically at Administrative Officer (Maintenance Section), ICAR-IASRI, Library Avenue, Pusa, New Delhi-110012 before bid submission end date and time. However the scanned copy of DD/BG must be uploaded (PDF format) electronically on <https://eprocure.gov.in/eprocure/app>.
- iii. **EN-2**: Containing Financial Bid Exclusive of all Govt taxes i.e. GST as per various Price Bid (BOQ) in only specified Excel format. Bidder has to filled all the BOQs as:

S. no.	Name of BOQ	Purpose /Contain
1	BOQ1:	Grand Price Summary for THREE YEARS (inclusive total sum of all BOQs). It should have the grand contract value of all the IT, Non-IT, Consumables, supplied items for duration of contract period. Purpose to find out the single value of all sub components.
2	BOQ2:	The quoted meant for rate contract for new requirement for additional nodes (supply and installation and commissioning of Active and Passive Items, accessories, items, Charges etc. during the contract period i.e. Three Years)

26.3. Other Conditions

- i. The uploaded PDF files not containing the relevant document or not containing the financial bid in explicit/implicit form, shall lead to rejection of the bid.
- ii. All the bid documents should be digitally signed by the authorized signatory.
- iii. All pages of the bid being submitted must be sequentially numbered.
- iv. IASRI shall not be responsible for any delay on the part of the bidder in obtaining the Terms and Conditions of the Tender Notice or submission of the online bids.
- v. IASRI reserves the right to seek any document, already asked, in physical form from any bidder during eligibility and Technical Evaluation.
- vi. IASRI reserves the right to seek any other/new document if the need arises at any stage of tender.
- vii. The bids submitted by fax/Email/ manually etc. shall not be considered. No correspondence will be entertained on this matter.
- viii. The rates are to be quoted in strict compliance to the financial bid otherwise the bid is liable to be rejected.
- ix. The rates are to be quoted by the bidders in Indian Currency and payment shall be made to successful bidder in Indian Currency only.
- x. Conditional tenders shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained before submission of the bids.
- xi. In case of imported items, it will be the complete responsibility of the bidder to arrange import license for importing these items for the Regulatory Authority as may be required in such a way that delivery schedule is met. However, IASRI will provide supporting document, if required.
- xii. Bids not quoted as per the format given by IASRI will be summarily rejected.
- xiii. At any time prior to the last date for receipt of bids, IASRI may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Vendor, modify the Tender Document by an amendment. The amendment will be notified in writing or by FAX or by E-mail to all prospective Vendors who have received the Tender Document and will be binding on them. In

order to afford prospective Vendors reasonable time in which to take the amendment into account in preparing their bids, IASRI may, at its discretion, extend the last date for the receipt of Bids.

- xiv. No bid may be modified subsequent to the last date for receipt of bids.
- xv. No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the Vendor in the Bid. Withdrawal of a bid during this interval may result in forfeiture of Vendor's EMD.
- xvi. The Vendor shall bear all costs associated with the preparation and submission of its bid. IASRI will, in no case, be responsible or liable for those costs, regardless of the outcome of the Tendering process.
- xvii. Each Bidder shall submit only one Bid by itself. No Joint Venture is acceptable. A Bidder who submits or participates in more than one Bid will cause all those Bids to be rejected.

27. Earnest Money Deposit (EMD), Tender Fee and Performance Bank Guaranty

- 27.1. Bidder has to be submitted Earnest Money Deposit (EMD) of Rs. 10,000/- (Rupees Ten Thousand only) and tender processing fee of Rs. 500/- (Rupees Five hundred only). The tender processing Fee should be in separate Demand Draft and EMD should be in separate Demand Draft. The tender processing Fee validity should at least three months and EMD validity should be at least 165 days from the date of bid submission. Tender fee and EMD is to be physically submitted through Demand Draft of any Commercial Bank, drawn in favour of Director, IASRI, New Delhi, before as per IMPORTANT DATES clause.
- 27.2. However, the firms/Bidders, who are registered for considered services and items with NSIC under Single Point Registration Scheme, shall be considered for exemption from furnishing the EMD by the Competent Authority. In such cases, an attested copy of the Registration Certificate from NSIC must be furnished. Merely registration as a SSI Unit does not qualify the Firm for Otherwise bids will be rejected. In the absence of a valid certificate from the NSIC or proper Bank Draft of EMD amount, such tenders shall be rejected straightway.
- 27.3. The scanned copy of Demand Draft(s) shall be uploaded (PDF format) electronically on <https://eprocure.gov.in/eprocure/app>.
- 27.4. In the case of bidders, who are not considered for awarding the contract, the EMD will be refunded immediately after the final decision. Earnest Money Deposit (EMD) of the successful bidder will be refunded on receipt of same amount of Security Deposit in the name of Director – Indian Agricultural Statistics Research institute, Library Avenue, New Delhi -110112 valid for additional 03 months of contract period with acceptance of empanelment, within 15 calendar days. No interest will be payable for the EMD.
- 27.5. The successful bidder shall submit performance bank guarantee after notification of award and before signing the contract. The amount of performance bank guarantee shall be 7 % of contract value for the period of 39 months.

28. Last date for receipt of bids

- 28.1. The tender must be uploaded electronically on <https://eprocure.gov.in/eprocure/app> and complete in all respect latest by as per IMPORTANT DATES of SECTION-II.
- 28.2. The tender bids will be opened as per procure of online eProcurement as per IMPORTANT DATES of SECTION-II at IASRI, New Delhi.

29. Evaluation of bid

- 29.1. Process to be confidential: Information relating to the examination, clarification, evaluation and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially

concerned with such process. Any effort made by a bidder to influence the purchaser's processing of bids or award decisions may result in the rejection of the Bidder(s) Bid.

- 29.2. Clarification of bids: To assist in the examination, evaluation and comparison of Bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its Bid. All responses to requests for clarification shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 29.3. Preliminary examination of bids / responsiveness
 - i. The purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
 - ii. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price per item that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price per item will be corrected. If there is a discrepancy between the Total Amount and the sum of the total price per item, the sum of the total price per item shall prevail and the Total Amount will be corrected.
 - iii. Prior to the detailed evaluation, the purchaser will determine the substantial responsiveness of each bid to the bidding documents. A substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Documents without deviation.
- 29.4. Evaluation and comparison of bids
 - i. A duly constituted committee will evaluate the technical bids. EMD and technical bid of the tender will be opened in the first instance. ICAR-IASRI reserved the right to seek fresh set of documents or seek clarification on the already submitted documents.
 - ii. The evaluation of Bids shall be done based on the Eligibility Criteria and Financial Lowest Cost Basis Selection (LCBS) competitiveness basis. The bids will be opened online (<https://eprecure.gov.in>) in two bidding stage i.e. Technical bid and Financial bid as per procedure on Central Public Procurement Portal. In the event of the specified date of bid opening being declared a holiday for ICAR-IASRI, the bids shall be opened on the next working day.
 - iii. Bidders shall base their Bid price on the terms and conditions specified in the Bidding Documents.
 - iv. The cost of all quantifiable deviations and omissions from the specification, terms and conditions specified in Bidding Documents shall be evaluated. The Purchaser will make its own assessment of the cost of any deviation for the purpose of ensuring fair comparison of Bids.
 - v. Any adjustments in price, which result from the above procedures, shall be added for the purposes of comparative evaluation only to arrive at an "Evaluated Bid Price". Bid Prices quoted by Bidders shall remain unaltered.
 - vi. Bids The Commercial Bids of the technically qualified bidders will be opened online (<https://eprecure.gov.in/cpp/app>). The date of opening of commercial / financial bid will be communicated by eProcurement portal (CPPP). The Bidder's representatives may choose to attend the Financial Bid opening on date and time at the site of purchaser. The Bidder's representatives who are present shall sign a register evidencing their attendance. The name of Bidder, Bid Prices, etc. will be announced at the meeting.
 - vii. **The Purchaser will evaluate and compare the bids that have been determined to be substantially responsive. The evaluation will be performed assuming that:**
 - (c) **The Purchaser's evaluation of a bid will be made on the basis of prices**

quoted in accordance with Bid Prices (BOQs).

(d) Since this tender has two Price Schedules but the contract will be awarded to the lowest price (L1) evaluated bidder for the entire tender as per below given evaluation process.

d.1. If the quoted price by one bidder for three years comprehensive AMC and rate of accessories for supply and installation of new/additional nodes are lowest then contract will be offered to lowest price (L1) single bidder for entire tender.

d.2. If there are price difference between L1 bidder of AMC and other bidders against price schedule of accessories for supply & installation of new nodes in that case, contract will also award to the L1 bidder of AMC subject to considering lowest price against per item quoted by L1 bidder of AMC and average price of other/remaining items of all bidders.

30. Contacting the purchaser

30.1. From the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Purchaser on any matter related to the Bid, it should do so in writing.

30.2. Any effort by a Bidder to influence the Purchaser and/or in the Purchaser's decisions in respect of Bid evaluation, Bid comparison or Contract Award, will result in the rejection of the Bidder's Bid.

31. ICAR-IASRI right to accept any bid and to reject any or all bids: The Purchaser reserves the right to accept or reject any Bid and to annul the Bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Purchaser's action.

32. The purchaser's right to vary quantities: The Purchaser reserves the right to vary the quantity i.e. increase or decrease the numbers/quantities without any change in terms and conditions during the execution of the order/renewal.

33. Letter of intent/ notification of award: The letter of intent/ Notification of Award shall be issued to the successful Bidder whose bids have been considered responsive, techno-commercially acceptable and evaluated to be the lowest (L1). The successful Bidder shall be required to furnish a letter of acceptance within 15 working days of issue of the letter of intent /Notification of Award by the purchaser.

34. Award of contract: The Purchaser will award the Contract to the successful Bidder whose Bid has been determined to be the lowest-evaluated responsive Bid, provided further that the bidder has been determined to be qualified to satisfactorily perform the Contract.

35. Corrupt or fraudulent practices: The Purchaser requires that the Bidders observe the highest standard of ethics during the procurement and execution of the Project. In pursuance of this policy, the Purchaser:

i. Defines, for the purposes of this provision, the terms set forth below as follows:

i. "Corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and

ii. "Fraudulent practice" means a misrepresentation of facts in order to influence the award process or the execution of a contract to the detriment of the Purchaser, 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 Purchaser of the benefits of free and open competition.
- ii. Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
 - iii. Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.
 - iv. Furthermore, Bidders shall be aware of the provision stated in the Terms and Conditions of Contract.

36. General conditions and Instructions:

- 36.1. All the Bids shall be prepared and submitted in accordance with these instructions.
- 36.2. Bidder shall bear all costs associated with the preparation and delivery of its Bid, and the Purchaser will in no case shall be responsible or liable for these costs.
- 36.3. The Bid should be submitted by the Bidder in whose name the bid document has been issued and under no circumstances it shall be transferred/ sold to the other party.
- 36.4. The Purchaser reserves the right to request for any additional information and also reserves the right to reject the proposal of any Bidder, if in the opinion of the Purchaser, the data in support of RFQ requirement is incomplete.
- 36.5. The Bidder is expected to examine all instructions, forms, terms & conditions and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a Bid not substantially responsive to the Bid Documents in every respect may result in rejection of the Bid. However, the Purchaser's decision in regard to the responsiveness and rejection of bids shall be final and binding without any obligation, financial or otherwise, on the Purchaser.
- 36.6. The purchaser reserves the right to claim and recover from the security deposit the damages/ losses incurred due to non-compliance to work delay in the progress of work by the Vender as agreed upon. The decision of the Purchaser in this regard shall be final and binding.
- 36.7. The Vender agrees to abide by other terms and conditions stipulated by the Purchaser from time to time in addition to the above for the proper and satisfactory performance of their obligations under this Contract.

37. Force Majeure: If either Party is unable to carry out his obligations under this Contract due to an Act of God, war, riot, blockade, strike (i.e. national/ state or city), lockout, flood or earthquake or Government orders/ restrictions not within the control of the parties hereto which results in an inability, in spite of due diligence of either party in performing its obligation in time, this Contract shall remain effective, but the obligation which the affected party is unable to carry out shall be suspended for a period equal to the duration of the relevant circumstances provided that :

- i. The non-performing party shall give the other Party prior written notice describing particulars of the inability including but not limited to the nature of occurrence with its expected duration and the steps which the non-forming parties is taking to fulfill its obligation.
- ii. Upon receipt of such notice the other party shall discuss the matter with the non-performing party with a view to helping the non-performing party to fulfill its obligations. This clause does not envisage financial assistance.
- iii. If in any event the Force Majeure situation continues for a period of three weeks both the parties shall meet again and discuss whether the Contract can be amended to overcome the Force Majeure situation so the Project can proceed further. Notwithstanding anything contained to the contrary, it is clarified economic hardship, non-availability of material, labour and transport shall not

constitute Force Majeure. The overall responsibilities and obligations of the parties shall not be excused by reasons of Force Majeure situation. Notwithstanding the

38. Termination of contract:

- 38.1. If in case the Vender;
- i. becomes bankrupt or insolvent, has a receiving order issued against it compounds with its creditors, or if the Vender is a corporation a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction) a receiver is appointed over any part of its undertaking or assets or if the Vender takes or suffers any other analogous action in consequence of debt.
 - ii. Assigns or transfers the Contract or any right or interest therein in violation of the provision of given work to sub-contractor.
 - iii. In the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this Sub-clause "Corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in Contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of Purchaser and includes collusive practice among tenderers (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.
 - iv. Has abandoned or repudiated the Contract
 - v. Has without valid reason failed to commence work on the Facilities promptly or has suspended days after receiving a written instruction from the Purchaser to proceed.
 - vi. Persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause.
 - vii. Refuses or is unable to provide sufficient materials Service/ Supply s or labour to execute and complete the Facilities in the manner specified in the program furnished and at rate of progress that give reasonable assurance to the Purchaser that the Vender can attain completion of the Facilities by the time for completion. Then, the purchaser may, without prejudice to any other rights it may possess under the Contract, give a notice to the Vender stating the nature of the default and requiring the Vender to remedy the same. If the Vender fails to remedy or to take steps to remedy the same within fourteen (14) days of its receipt of such notice then the purchaser may terminate the Contract forthwith by giving a notice of termination to the Vender.
- 38.2. In case, Vender fails to carry out the work as specified in the schedule or left in between, it will be got done through any other agency at vendors' risk and cost, the same shall be recovered from the amount payable to the Vender. Provided that in no case shall such above cost exceed more than 10% of the price quoted by the vendor in the Original Bid.
- 38.3. In case the Vender fails to start work / to carry out the work within the specified period i.e. mutually agreed schedule and the work is not found to be satisfactory, the Purchaser reserves the right to terminate the contract, at any stage without assigning any reasons thereof. In such case the Purchaser shall have the right to forfeit the entire / part amount of EMD / Security Deposit.

39. Settlement of disputes/ arbitration: To the best of their ability, the parties hereto shall endeavor to resolve amicably between themselves all disputes arising in connection with

this Contract / Work Order. If the same remain unresolved within thirty (30) days of the matter being raised by either party, either party may refer the dispute for settlement by arbitration. The arbitration to be undertaken by two arbitrators, one each to be appointed by either party. The arbitrators appointed by both the parties shall mutually nominate a person to act as umpire before entering upon the reference in the event of a difference between the two arbitrators and the award of the said umpire in such a contingency shall be final and binding upon the parties. The arbitration proceeding shall be conducted in accordance with this provisions of the Indian Arbitration & Conciliation Act, 1996 and the venue of such arbitration shall be city of New Delhi only.

40. Manpower: The Contractor shall employ its labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract and;

40.1. The Contractor shall not employ in connection with the Works any person who has not completed eighteen years of age.

40.2. All the workers or employees deployed by the contractors shall be considered the employees of contractor/firm and IASRI shall not have any liability what so ever in nature in regard to such workers/employees.

40.3. The Contractor/firm shall pay to the worker/labour employed by him directly wages not less than fair wages as per Minimum Wages Act. Fair Wage' means wages, which shall include wages for weekly day of rest and other allowances whether for time or piece work, after taking into consideration prevailing market rates for similar employment in the neighbourhood but shall not be less than the minimum rates of wages fixed under the payment of Minimum Wages Act.

40.4. The Contractor /firm shall in respect of worker/labour employed by him or his sub-contractor comply with or cause to be complied with the Contractor Labour Regulation in regard to all matters provided therein.

40.5. The Contractor/firm shall comply with the provisions of the payment of Wages Act, 1936, Minimum Wages Act, 1948, Employers' Liability Act, 1938. Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefit Act, 1970 or any modification thereof or any other law relating thereto and rules made there under from time to time.

41. Disclaimer

41.1. This Document includes statements, which reflect various assumptions, which may or may not be correct. Each Bidder/Bidding Consortium should conduct its own estimation and analysis and should check the accuracy, reliability and completeness of the information in this Document and obtain independent advice from appropriate sources in their own interest.

41.2. Neither Purchaser nor its employees will have any liability whatsoever to any Bidder or any other person under the law or contract, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage whatsoever which may arise from or be incurred or suffered in connection with anything contained in this document, any matter deemed to form part of this document, provision of Service/ Supply and any other information supplied by or on behalf of vender or its employees, or otherwise a rising in any way from the selection process for the Contract.

41.3. Though adequate care has been taken while issuing the Bid document, the Bidder should satisfy itself that Documents are complete in all respects. Intimation of any discrepancy shall be given to this office immediately.

41.4. This Document and the information contained herein are Strictly Confidential and are for the use of only the person(s) to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the

recipient-s professional advisors).

41.5. IASRI will not be responsible for any misinterpretation or wrong assumption by the vendor, while responding to this tender.

42. EXTENSION

The contract will be awarded for a period of THREE years. However, the same will be extendable on year-to year basis for the maximum additional period of Two Years provided the Institute finds the service satisfactory. In case of exceptionally good service, the term can be further extended for additional quarterly or year-to-year basis under similar terms and conditions.

SECTION – IV

SCHEDULE OF REQUIRMENT and SCOPE OF WORK

1. Scope of Work:

There are more than seven buildings in premises of the institute. Each building having computing, printing and UPS devices and all are connected through LAN & Wi-Fi. There is active directory domain based environment. The institute has in-house services like DNS, Web hosting, Unified Communication (Email, Audio, Video, web conferencing etc.) ERP, Internet, cross the platform OS & technologies. The firm should be capable to understand the infrastructure in such type of environment and the GEAPON network has to be maintained to available the infrastructure services. Following services are covered, but not limited to, under all in Service Contract to keep the system in good working order: -

- i. Currently all the devices and its accessories of this GEAPON network are in working condition. Firm may visit the site to analyses the status of installed items. To make the equipment in working condition in case of some minor fault, no extra payment will be made by IASRI to rectify the faults. If firm observe the major fault in the GEAPON network the firm need to submit the repairing /replacement cost along with CAMC cost
- ii. This is Comprehensive Annual Maintenance Contract and will include all the services, labour, manpower, replacement of components including all the accessories used from source to end point. No extra payment will be given for exiting items. The cost of items for extension of new network point /node will be paid as the approved rate(s) in this contact.
- iii. Unscheduled on call corrective and remedial maintenance services to set right the malfunctions of the systems including replacement of unserviceable parts.
- iv. Where the parts/components have failed/damaged or gone into disuse due to any reason, replacement of those parts/components including cable connector, pig-tail, all type of Patch cord, fiber splicing, broken fiber etc. shall be provided free of cost by the firm within 24 hours of attending to the call.
- v. Where any items/parts/components need replacement, the same shall be replaced with same make, specification and brand of items/component/part. In case the brand/model has become obsolete, the same shall be replaced with equipment of the items/parts/components with the approval of IASRI.
- vi. Where replacement of parts or support could not be obtained due to obsolescence, the entire parts or systems (such as OLT, ONU, Splitter, etc.) shall be replaced by the firm with a branded equipment or higher system, with at least the existing configuration of the failed system.
- vii. This office will take no responsibility towards erratic power problems relating to the Electricity Boards or any other default situation of the nature beyond its control that may cause the GEAPON Network to malfunction.
- viii. Penalty will be charged for downtime of more than 72 hours in the individual case of ONU (end point connectivity) and 48 hours in the case of breakdown of OLT provided that no penalty will be chargeable for the first 24 hours from the time of call/complaints and wherever an equivalent standby system has to be provided.
- ix. In case of pending/high workload, the firm will depute additional engineers to clear the backlog to maintain the uptime of the network.
- x. Service call report/ register will be maintained by the firm/service engineer of the firm for the complaints and coordination with Nodal officer (IT Equipment) of IASRI to maintain the log of downtime.
- xi. In case an equipment/device is being taken for servicing to service center, the firm will provide a stand by equipment and will take prior permission of the Nodal Officer before taking the equipment out. Cost of transportation and insurance of equipment will be borne by the firm.
- xii. The firm will honor complaints lodged by phone/email/fax/post or any other mode of communication. Counting of down time will start from the time of logging the complaint and will continue till the item is properly repaired and a certificate to the same effect is obtained from the user.

- xiii. The firm shall maintain all the Item (GEPON Network) satisfactorily till the end of the CAMC tenure and handover all inventory in good working condition to the next vendor, in case the CAMC is not extended or is terminated.
- xiv. If any hardware is disposed-off during the period of Maintenance Contract for one or more reason, the proportionate charges will be deducted from the quarterly amount. If charges have been paid before the disposal of the system, then the proportionate amount is to be adjusted against the charges payable on remaining machines.
- xv. The firm should properly label all the equipment under CAMC indicating the name of the equipment, configurations, serial no, location etc.
- xvi. The firm shall clean all item with vacuum cleaner, whenever required.
- xvii. The firm will submit a quarterly report stating the complete list and status of well-being of the GEPON network.
- xviii. List of Items

S.No.	Name of Items	QTY
1.	Mini GEPON Chassis with three open slots for GEPON module. Optional DC module support up to 512 users.	01
2.	The OLC-1302-22 comes with 2 PON ports. It is designed for use with GEPON OLT, such as OLT-13085-22. The PON port support up to 32 ONU connections at distances of up to 20 Km.	03
3.	ONU bridge 1 GEPON interface with SC type connector(10km.) 1 Gigabit Ethernet	91
4.	ONU bridge 1 GEPON interface with SC type connector(10km.) 4 Auto MDI/MDI-X 10/100Mbps port	72
5.	2 Core 9/125 Single Mode droplight optical Fiber Cable	6480
6.	6 Core 9/125 Single Mode optical Fiber Cable armored	750
7.	Fiber patch SC to SC simplex Single Mode 2m	166
8.	24 F splicing enclosure with splice tray and splitter tray	14
9.	2 Port SMB with SC type SM coupler for fiber at ONT End	162
10.	24 Port Fiber LIU SC type SM loaded	01
11.	2:4 optical splitter without Connector	02
12.	1:16 optical splitter without Connector	12
13.	Cable and Connectors(SC style SM Fiber Pigtails, Cat 6/4 pair UTP cable patch cords etc.)	lumsum

SECTION – V

BID FORM



भा.कृ.अ.प. भारतीय कृषि सांख्यिकी अनुसंधान संस्थान
ICAR-Indian Agricultural Statistics Research Institute
लाइब्रेरी एवेन्यू, पूसा, नई दिल्ली-110012.
Library Avenue, Pusa, New Delhi-110012.



F.No. :4(6)/16-17-EMU

Dated : 27.02.2018

Tender for Comprehensive Annual Maintenance Contract of GEPON NETWORK
(PART-A TECHNICAL & OTHER INFORMATIONS)

(Please provide the information on the following giving all relevant details, in case sufficient space is not available use separate sheets & also enclose documentary proof)

1. General Information

S. no	Particulars	Details
i.	Name and address of Firm :	
ii.	Status of the firm (Proprietary/ Limited firm/ Pvt. Ltd.)	
iii.	Bank Details	A/C: IFSC Code: Bank Name: Branch Address:
iv.	Deposited EMD and Tender Fee	YES /No / Exempted DD No: Date: Bank Name:

2. Eligibility

S. No	Clause	Minimum Documents required to be submitted as proof	Page No.
1.	The bidder must be having an office in Delhi-NCR,	Submit Relevant documents like Electricity/Water/Phone etc. bill, Purchase order and others	
	The Bidder must have valid GSTN	GSTN NO: Copy/relevant details.	
2.	The Bidder must have valid PAN	PAN No. Copy of PAN, GSTN etc.	
3.	The Bidder must have experience in GEPON networking along with minimum one installation of Networking using Ethernet PON technology.	Copy of OEM Authorisation/ PO/ Client Certificate of any organization/ firm/ company.	

I/We hereby undertake that we shall make good any loss/damage caused to **GEPON Network** or any other property of the Government through our negligence. I/We also undertake that the decision of the Director, ICAR- IASRI in this regard as well as the matter of dispute due to provision of this contract shall be final and binding on us. I/We undertake not to make any representative against the decision of the Director, ICAR- IASRI.

I/We are agreeing to accept all clauses, scope of work, Items and compliances under this contract.

दिनांक Date: _____

निविदाकर्ता के हस्ताक्षर Signature: _____

पूरा नाम Name : _____

पता Address: _____

फ़ोन न. : _____

मोबाइल न. : _____

ईमेल : _____

कंपनी सील **COMPANY SEAL**