

Government of India

Ministry of Agriculture & Farmers Welfare
Department of Animal Husbandry, Dairying & Fisheries
C.C.S. National Institute of Animal Health
Baghpat, Uttar Pradesh-250609

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An ISO 9001:2015 certified organization

F. No: 1/17/2016-17/CCS NIAH

Dated: 26.12.2016

TENDER NOTICE

Sealed quotations in the prescribed pro-forma are invited from well established and reputed firms having experience in Providing Internet Connection over existing Hardware at CCSNIAH Baghpat. The contract will be for a period of 12 months which may be extended for another equal period at the discretion of the Institute, if mutually agreed.

1. Tenders

A. Tenders must be submitted in sealed envelope superscribed "Tender for Providing of Internet Connection for a Bandwidth of 4 MBPS (1:1) at CCS NIAH" due on 16th January, 2017 before 3:00 PM addressed to:

The Director,

C.C.S. National Institute of Animal Health, Department of Animal Husbandry, Dairying & Fisheries, Ministry of Agriculture and Farmers Welfare, Govt. of India Baghpat-250 609, Uttar Pradesh

Tenders can also be deposited in the Tender Box kept in the Administrative Block of the CCSNIAH, Baghpat.

- B. Tenders must be written in English. All correspondence in connection with or arising from a bid shall be in English.
- C. The price should be quoted in Indian Rupees.
- D. Single Cover System will be adopted. The envelope shall contain the bid and the EMD. The cover shall be superscribed clearly as "Tender for Providing of Internet Connection for a Bandwidth of 4 MBPS (1:1) at CCS NIAH". Unsealed materials will not be accepted.
- E. The tender document should contain the following: -
 - (i) The Performa at **Annexure-I**, **II & III** duly filled in and attached with required documents and certificates.
 - (ii) Demand Draft of Rs 2,000/- as Earnest Money Deposit.
 - (iii) Photocopies of documents, in support of proof of the registration of the firms.
- F. Signed tender document should be submitted along with the tender as a proof of acceptance of our terms and conditions.

2. Late Tenders

Any tender received by the CCS NIAH after the deadline for submission of tender will be rejected and returned unopened to the Tenderer.

3. Opening of Tender

All Tenders will be opened in public on <u>16th January</u>, <u>2017 at 3:30 PM</u> in the Conference Room, C. C. S. National Institute of Animal Health, Department of Animal Husbandry, Dairying & Fisheries, Ministry of Agriculture, Government of India, Baghpat-250 609, Uttar Pradesh. Tenderers or their representatives may be present during this meeting.

4. Earnest Money

- a) The Tenderer shall furnish, as a part of its tender, Earnest Money of Rs. 2,000/-
- b) The Earnest Money shall be in one of the following forms:
 - A Bank Guarantee issued by a nationalized bank located in the country and valid for three months or a Bank Draft issued by a nationalized bank located in the country and payable to "Pay & Accounts Officer (Extension), Department of Agriculture & Cooperation, New Delhi".
- c) Any tender not accompanied with Earnest Money will be rejected.
- d) Unsuccessful Tenderer's Earnest Money will be discharged or returned.
- e) The successful Tenderer's Earnest Money will be released upon the Tenderer signing the contract.
- f) The Earnest Money:-
 - I. If a Tenderer withdraws before acceptance of tender or during the period of tender validity specified by the Tenderer on the Tender Form, the EMD will be forfeited.
 - II. In case of a successful Tenderer, if the Tenderer fails to sign the contract, the EMD will be forfeited.
- III. The earnest money deposited by the unsuccessful tender shall be returned within sixty days from the date of acceptance of the tender or within 90 days of receiving the request from tenderer whichever is later.

5 Period of Validity of Tenders

- a) Validity of Tenders shall be 90 days from the date of tender opening. A tender valid for a shorter period shall be rejected by the CCS NIAH as non-responsive.
- b) In exceptional circumstances, the CCS NIAH may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable). The Earnest Money provided shall also be suitably extended. A Tenderer may refuse the request without forfeiting its Earnest Money. A Tenderer granting the request will not be permitted to modify its tender condition.
- **6. SCOPE OF WORK:** To provide Internet connection as per the following details.

Supply of (1:1) 4 MBPS Symmetric Internet Band width connection for CCS National

Institute of Animal Health (CCSNIAH) at Baghpat. This includes provision of the internet connectivity over the existing Wi-Fi infrastructure in the Institute premises. Supply and installation of any additional equipment, if needed for providing the required bandwidth to the institute, shall be the responsibility of the vendor. All necessary clearances shall be the sole responsibility of vendor. Vendors are advised to visit CCSNIAH office at Baghpat to see the existing setup before submitting their offers.

7. CONTRACT PERIOD

This contract between CCSNIAH and Vendor shall be valid for a period of one year from the date of acceptance of the Internet connectivity.

8. IMPLEMENTATION PERIOD

The complete implementation shall be done within 10 days from the date of acceptance of offer by the vendor. In case of any delay, CCSNIAH will have the right to recover by way of penalty @ 1% of the contract value per week from this date subject to a maximum of 4% of the said value. If the implementation & commissioning of internet services is not completed by the end of 4 weeks from date of purchase order, the order will be cancelled and all the payment terms from CCSNIAH Baghpat side shall stand abrogated.

9. SERVICE & SUPPORT

Vendor shall provide 24 x 7 x 365 service. In case the down time is more than the specified limit, CCSNIAH at its sole discretion, reserves the right to deduct Liquidity Damages amount monetarily in proportion of excess of down-time accumulated to its total time over to monthly access charges at the end of a quarter. The counting of down time will begin from the moment the link goes down till revival of connection.

10. MAINTENANCE

Complete maintenance of the Internet services (wi-fi) up to desktop at CCSNIAH premises shall be sole responsibility of the Vendor.

11. LIQUIDATED DAMAGES

The vendor shall provide 98% uptime on a 24 x 7 x 365 basis from CCSNIAH terminal point to ISP Location. If the down time is beyond 2%, deduction shall be made from monthly charges on pro-rata basis for connectivity down time during the quarter.

12. FORCE MAJEURE

The vendor shall not be liable for imposition of liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is result of an event of force majored. For purpose of this clause "Force Majored" means an event beyond the control of the vendor. Such event may include, but not restricted to act of the department either in its sovereign or contractual capacity, war or revolution, fires, floods, epidemics, quarantine restrictions and freight embargoes. If a force majeure situation arises, the vendor shall promptly notify the client in writing of such conditions and the cause thereof, unless otherwise directed by the client in writing, vendor shall continue to perform its obligations under

the contract as far as practical, and shall seek all reasonable alternative means so that the performance is not prevented by the force majeure.

13. PAYMENT

The Internet Access charges will be paid on monthly basis after satisfactory services, on receipt of invoice intriplicate.

14. SERVICE REQUIREMENT

All the hardware and software required for implementation of wi-fi services shall be sole responsibility of the bidder.

15. AWARD CRITERIA

The Director CCS NIAH will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and finalized based on the suitability of the agency with reference to the prescribed criteria and competitiveness of the price quoted provided further that the Tenderer is determined to be qualified to perform the contract satisfactorily. However, if the terms and conditions are not found as per the prescribed norms, the claim of the lowest quotee will be ignored.

16. CCS NIAH Right to accept any Tender and to Reject any or all Tenders

The Director, CCS NIAH reserves the right to accept or reject any tender, and to annul tender process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected Tenderer or tenderers or any obligation to inform the affected Tenderer or tenderers of the grounds for the CCS NIAH's action.

17. NOTIFICATION OF AWARD

- **A.** Prior to the expiration of the period of tender validity, the CCS NIAH will notify the successful Tenderer in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its tender has been accepted.
- **B.** The notification of award will constitute the formation of the contract.
- **C.** Upon the successful Tenderer's furnishing of the contract the NIAH will promptly notify each unsuccessful Tenderer and will discharge its Earnest Money.

18. SIGNING OF CONTRACT

- **A.** At the same time as the CCS NIAH notifies the successful tenderer that its tender has been accepted, the CCS NIAH will send to the tenderer, the contract form provided in the tender documents, incorporating all agreements between the parties. The expense to be incurred on the stamp paper will be borne by the firm.
- **B.** Within thirty (30) days on receipt of the award of contract from the Institute, successful tenderer shall sign and date the contract and return it to the CCS NIAH

19. PERFORMANCE SECURITY

- **A.** Within thirty (30) days of receipt of the Notification of contract award, the successful tenderer shall furnish to the Institute the Security Deposit Rs. 18,000/-
- **B.** The proceeds of the Security Deposit shall be payable to the CCS NIAH as compensation for any loss resulting from the contractor/agency/firm failure to

- complete the obligations under the contract.
- C. The Security Deposit shall be in one of the following forms: (a) Bank Guarantee or FDR issued by a nationalized bank payable to "Pay & Accounts Officer (Extension), Department of Agriculture & Cooperation, New Delhi".
- D. Tender will be considered executed only after signing of contract and furnishing of security deposit.
- **E.** Failure of the successful Tenderer to sign the contract and/or furnish the Security Deposit shall constitute sufficient grounds for the annulment of the award and forfeiture of the Earnest Money, in which event the CCS NIAH may award the tender to the next lowest evaluated Tenderer or call for new tenders.
- **F.** The Security Deposit will be discharged by the CCS NIAH and returned to the Agency/Contractor/Firm not later than 60 days following the date of completion of the Supplier's performance obligations under the contract, including any warranty obligations.

20. RESOLUTION OF DISPUTES

- **A.** The CCS NIAH and the agency shall make every effort to resolve amicably any dispute arising between the two parties.
- **B.** An arbitrator shall be appointed by Director, CCS NIAH and his award shall be governed by provision of Arbitration and Conciliation Act 1996 for the time being in force in Indian Union and shall be binding on both the parties hereto by deputing an arbitrator, if any disagreement or dispute arising between them under or in connection with the contract.
- C. For resolution of disputes, appropriate legal action shall be initiated in consultation with the Department of Legal Affairs, Government of India. Relevant sections of Indian laws as amended from time to time shall be applicable and binding on the tenderer.

21. Taxes and Duties

The agency shall be entirely responsible for all taxes and duties etc. incurred until completion of the contract.

22. Acceptance

Acceptance both provisional and final regarding the tender will be by the Director, CCS National Institute of Animal Health, Department of Animal Husbandry, Dairying & Fisheries, Ministry of Agriculture, Government of India, Baghpat, Uttar Pradesh 250 609 or his authorized representative.

(Sweta Raghuvanshi) Head of Office

Technical/Service Requirement Internet Connectivity

Sl. No.	Technical Requirement	Conformity as per Technical Requirement (Y / N)	Indicate deviation if any
1.	Technical Parameters: Full (1:1) 4 MBPS		Ţ
	Symmetric Bandwidth without any compression factor.		
2.	SERVICE PARAMETERS: The bidder		
2.	should provide support for trouble shooting		
	on 24 x 7 x 365 basis so that the maximum		
	availability of the Internet connectivity for		
	Wi-fi is ensured.		
3.	Uptime: 98% uptime on a 24 x 7 x 365 basis		
	from CCSNIAH terminal Point to ISP		
	location. Deduction shall be made from		
	quarterly charges on pro-data basis for		
	connectivity down time beyond 2% during		
	the month.		
4.	Packet Loss: Maximum packet loss on a		
	monthly basis shall not exceed 2% in 99%		
5.	of instances.		
3.	Trouble Shooting: Bidder shall respond with a solution within one working hour of		
	reporting of a problem and restore		
	satisfactory operation within four working		
	hours.		
6.	Service Review Reports & S/W:		
	The bidder shall provide following reports		
	on the WEB for reviewing service		
	parameters.		
	Actual Bandwidth available		
	2. Summary of usage on daily,		
	weekly, monthly basis		
	3. Monthly network bandwidth		
7	availability/ utilization		
7.	All supplied SW (& equipment) shall be		
	owned by the vendor and shall be maintained by them on-site for the entire		
	period of contract. No charges shall be		
	separately payable by CCSNIAH. The		
	bidder shall include all incidental costs for		
	upkeep of equipment and license fee, if any,		
	in their bid.		

ANNEXURE –II
Technical detail for providing of Internet Connection for a Bandwidth of 4 MBPS (1:1) at
CCS NIAH at Baghpat

S. No.	Particulars	To be filled in by the tenderer
1.	Name and full address of the Agency including phone number, e-mail website etc.	
2.	Details of EMD i. Amount ii. Draft No. iii. Date iv. Issuing Bank	
3.	Experience in dealing with Government Departments/ Clients (here, indicate the names of the Departments and attach copies of contracts/orders placed on the agency)	
4.	Whether a copy of the terms and conditions duly signed, in token of acceptance of the same is attached?	
5.	Registration no. of the agency/PAN/TIN/Service tax registration no:	

Note: It is mandatory to attach the attested copy of required certificates/proof with above information.

Annexure-III

Price Schedule for the supply of Internet Bandwidth

Total cost for supply of 4 MPBS (1:1) Symmetric Internet Bandwidth for one year. (The total cost shall include cost of items like hardware(Router etc), software and cabling and maintenance of existing system)	Taxes (service tax etc) giving rate & amount	Total (Including of Taxes)

Date and Place (Name & seal of the authorized signatory the agency)