# ICAR - CENTRAL INLAND FISHERIES RESEARCH INSTITUTE AN ISO 9000 : 2008 Certified Organization Barrackpore, Kolkata-700 120, West Bengal

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F. No. Purchase(Comp.& Access. Firewall)-02(1)/2018-Stores

1<sup>st</sup> February, 2019

## **LIMITED E-TENDER NOTICE**

Tender No. Purchase (Comp. & Access Firewall)-02(1)2018-Stores

E-Tender Id: "2019\_DARE\_438575\_1"

To

The Director, ICAR-CIFRI invites online Limited Quotation through e-procurement portal (www.eprocure.gov.in) in 2 (two) Bid Systems from the Manufactures/Authorized Dealers/reputed firms for the supply and installation/commissioning and training (if required) of Cyberoam License for 3 years at ICAR-CIFRI, Barrackpore, Kolkata-700120 as per specification at Annexure-II on F.O.R. basis. The tender document and specification details may be downloaded from the Institute's Website: <a href="www.eifri.res.in">www.eifri.res.in</a> or e-procurement portal <a href="www.eprocure.gov.in">www.eprocure.gov.in</a>.

No bid other than online quotation shall be entertained. However, the EMD in the form of Demand Draft only mentioned at para 2 of Terms and Conditions should reach ICAR-Central Inland Fisheries Research Institute, Barrackpore, Kolkata -700120 within the Bid submission end date and time.

The tentative Schedule of processing of quotation is as follows:-

1.	Date and Time for Issue/Publishing	11.00 AM on 02.02.2019
2.	Document Download/Sale Start Date and Time	12.00 Noon on 02.02.2019
3.	Document Download/Sale End Date and Time	11.00 AM on 22.02.2019
4.	Bid Submission start Date and Time	12.00 Noon on 02.02.2019
5.	Bid Submission End Date and Time	11.00 AM on 22.02.2019
6.	Date and Time for Opening of Technical Bids	11.00 AM on 23.02.2019
7.	Address for Communication	The Assistant Administrative Officer (Stores), ICAR-CIFRI, Barrackpore, Kolkata-700120

The aforementioned dates may vary and the change in date shall be suitably intimated in public domain.

### TERMS AND CONDITIONS

- 1. Each bidder should bid item wise through online BOQ. Price must not be quoted in Technical Bid.
- 2. The following documents in PDF Format are to be uploaded with the quotation through e-procurement portal <a href="www.eprocure.gov.in">www.eprocure.gov.in</a>. the EMD in the form of Demand Draft only mentioned at para 2 of Terms and Conditions should reach ICAR-Central Inland Fisheries Research Institute, Barrackpore, Kolkata 700120 within the Bid submission end date and time.
  - a) Authenticated PDF Copy of valid Registration/Trade License.
  - b) Authenticated PDF Copy Certificate showing performance of this type of supply in the past e.g. copy of Purchase Order and Challan, installation and commissioning Certificate, certificate issued by Authorized Officer of Department.
  - c) Authenticated PDF Copy of PAN & GST Certificate.
  - d) PDF Copy of Demand Drafts (EMD ₹5,000/-). For exemption, authenticated and valid MSME/NSIC certificate has to be submitted.
  - e) Authenticated PDF Copy of valid Dealership/Authorization Certificate from manufacturer.
  - f) Authenticated PDF copy of Declaration as per Annexure-III in letter head of the firm.
  - g) Authenticated PDF copy of Technical Bid as per Annexure-I, attachments along with Make/Model/Brand and catalogue of the quoted item must be included by the bidders, failing which Technical Bid will be rejected.
- 3. The specification of the item is enclosed in <u>ANNEXURE-II</u>. The rate should be quoted on F.O.R. basis at <u>ICAR-Central Inland Fisheries Research Institute</u>, <u>Barrackpore</u>, <u>Kolkata 700120</u> as mentioned in the Tender Notice and specification. Evaluation of the price shall be made for 3 years.
- 4. Tender documents submitted through online should accompany PDF Copies of Demand Draft of EMD of ₹5,000/-. The EMD in the form of Demand Draft payable at "ICAR Unit -CIFRI" payable at SBI, Barrackpore (IFS Code SBIN0000029) mentioned at para 2 above duly authenticated by the Authorized personnel of the bidder may be sent to the Assistant Administrative Officer (Stores), ICAR-CIFRI, Barrackpore, Kolkata-700120 within last date of receipt of tender. In case of non-submission of EMD within specified time even for postal delay, quotation will not be considered. The EMD shall be returned to the successful and un-successful bidders as per rules without any interest thereon. The amount of EMD will be forfeited if supply is not effected during the given time and contract will stand cancelled. EMD is exempted for the bidders having MSME/NSIC Certificate.
- 5. Tender once submitted should remain valid at least for 90 (ninety) days for acceptance.
- 6. (a) The online bid should contain two envelopes containing the **Technical Bid** as per **Annexure-I** along with all the authenticated documents mentioned at para 2 above and the **Financial Bid** in the form of **BOQ**.
  - (b) The envelope containing the DD for EMD should be superscribed as "Tender for supply of Cyberoam License for 3 years" as detailed in Notice Inviting e-Tender (NIT).

#### 7. TENTAIVE DATES OF PROCESSING OF TENDER

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The aforementioned dates may vary and the change in date shall be suitably intimated in public domain.

- 8. Rates quoted for the item should include the taxes/duties and transportation cost/delivery cost etc. (on FOR basis) of the items at the mentioned places. Taxes/ duties are to be mentioned in the BOQ and no subsequent claim for taxes/ duties etc. will be entertained separately.
- 9. The PDF copies submitted as Technical Bid on e-procurement portal should be legible. The mistake should be corrected by one stroke and initialed.
- 10. Make/Model/Brand and catalogue along with all specifications of the quoted item must be included by the bidders in their Technical Bids both online, failing which Technical Bid will be rejected. The Price quoted in the Price Bid in the form of BOQ to be submitted online must incorporate Price of the item, transportation cost, cost of installation/commissioning and training to the personnel (if required) and all taxes.
- 11. Incomplete tender and bids not in prescribed format according to the terms and conditions as mentioned hereinabove shall be rejected forthwith.
- 12. Tax deduction at source will be made wherever applicable.
- 13. Payment will be released only against the pre-receipted bill indicating the Bank details of the supplier, to be submitted in triplicate within 30 days of supply and installation/commissioning of the item in good condition, failing which no payment shall be made. Payment will be made through e-payment. The Performance Security of 7% of the cost of the consignment shall have to be submitted by the supplier, which should be valid at least for one year.

### 14. LIQUIDITY DAMAGES:-

i) In all cases of delay by the supplier in delivery of the materials or any or all of the goods or to perform the services forming the subject matter of this contract beyond the periods specified in purchase order, other than a delay (Force Majure), the buyer shall have the right without prejudice in its other remedies under this contract, to claim liquidated damages amounting to 0.5% per week of the delivery price of the delayed goods or performance of services for each week/month or part thereof of delay until actual delivery or performance. However such damages shall not exceed 10 % of the delivery price of the goods or services of which the delivery or performance has been delayed.

- ii) The supplier shall remit the amounts due to Buyer under clause (i) above, within 30 days of receipt of demand from the Buyer. If the supplier fails to make the payment within the period of 30 days, the Buyer shall have the right to recover it from other payments due to the supplier.
- iii) In the event the buyer terminates the Contract, the Buyer shall also have the right to procure, upon such terms and in such manner as it deems appropriate, goods or services similar to those undelivered, and the supplier shall be liable to Buyer for any excess cost incurred by the Buyer for procuring such similar goods or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 15. The supplier will have to arrange for Road Permit/Way Bill if required for the supply of stores. All the documents required in this regard will be supplied by the Institute.

## 16. Resolution of disputes:

- i) All disputes, these agreements or questions arising out of or in connection with this contract or relating to its construction or performance shall be settled amicably by mutual consultation. If after 90 days the parties have failed to resolve their disputes or differences by mutual discussions, the matter shall be referred by arbitration in accordance with the Arbitration and Conciliation Act 1996. The Arbitral tribunal shall consist of an arbitrator nominated by the Buyer and another nominated by the supplier. The third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as the presiding arbitrator. In case of failure of two arbitrator appointed by the parties to reach a consensus about the third arbitrator (Presiding arbitrator) within a period of 90 days from the appointment of the arbitrator appointed subsequently, the presiding arbitrator shall be appointed by the Indian Council of Arbitration. The decision of the majority of the Arbitrator shall be final and binding on the parties.
- ii) The Parties shall continue to perform their obligations under this Contract during the conciliation/arbitration proceedings. The cost of arbitration (including the fees and expenses of the arbitrators) shall be shared equally by the parties, unless the award specifies otherwise.
- iii) This article shall survive the termination of this contract.
- 17. The Director, ICAR-Central Inland Fisheries Research Institute, Barrackpore, Kolkata- 700 120, West Bengal reserves the right to accept or reject any or all the tenders either in part or in full without assigning any reasons whatsoever.
- 18. In pursuance of Notification No. 45/2017-Central Tax (Rate), dated 14<sup>th</sup> November, 2017 and Notification No. 47/2017-Central Tax (Rate), dated 14<sup>th</sup> November, 2017 issued by the Department of Revenue, Ministry of Finance, Government of India, ICAR-Central Inland Fisheries Research Institute is an Autonomous Institute under Indian Council of Agricultural Research, Department of Agricultural Research, Ministry of Agriculture and Farmers' Welfare, Government of India and is fully (100%) funded by the Government of India and hence satisfies the Explanation (a) "Public funded research Institution" of the said notifications for the purpose of availing exemption under Section 9 of the Central Goods and Services Tax Act, 2017 (12 of 2017). This Institute is a Department as mentioned in Sl. No. 3 of the Table contained in the aforementioned Notification and for purchase of the following items, viz.
  - (a) Scientific and Technical instrument, apparatus, equipment, Computer
  - (b) Accessories, parts, consumables and live animals
  - (c) Computer software, CD-ROM, recorded magnetic Tape, microfilm, microfiches
  - (d) Prototypes, the aggregate value of the prototypes received not exceeding ₹50,000/- in this Financial Year

the Institute is entitled to the Goods and Services Tax at the rate CGST @ 2.5% + SGST @ 2.5% OR IGST @ 5% to be levied on the price of the item as per aforesaid notification. The Director, ICAR-Central Inland Fisheries Research Institute issues suitable Certificate for purchase of aforementioned items in each case.

## **DETAILS OF THE AGENCY**

## **ANNEXURE-I**

2. Trade License No. (Attach photocopy of document)  3. GST Registration No. (Attach photocopy of document)  4. Name and address of the owner of the Agency  5. Phone/Mobile No.  6. TAN/PAN Number (Attach photocopy of document)  7. Bank details of firm/Agency for making Payment a) Name of the Bank & Branch b) Account Number c: FSC Code d) MICAR Code No.  8. Details of EMD: a) Amount b) Demand Draft No. c) Issuing Bank c) Issuing Bank c) Date of issue  9. Annual turnover of the firm (Attach photocopy of document)  Certified that the terms and condition are acceptable to me/us. I/We will abide by the terms and conditions of contract/offer and supply the item in requisite quantities as per specifications enclosed at Annexure-II.  Place: Date: Signature of owner/authorized personnel with s	1.	Name & Address of Agency	:
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		Certified that the terms and condition are acc	· •
			Signature of owner/authorized personnel with seal

# **Annexure-II**

# Cyberoam License Renewal Specification at ICAR-CIFRI, Barrackpore

- 1. Web and Application Filter
- 2. IPS
- 3. Gateway Antivirus
- 4. Gateway Antispam
- 5. 8 x 5 Support
- 6. 24 x 7 support
- 7. WAF
- 8. Outbound spam Protection

# **Annexure-III**

(Printed on letter head of firm duly authenticated)

## **TO WHOM IT MAY CONCERN**

We hereby certify that our firm M/s	
	ia and
nas never been declared insolvent.	
(Signature of the Firm with Seal)	