



**ICAR - CENTRAL INLAND FISHERIES RESEARCH INSTITUTE**  
**AN ISO 9001 : 2015 Certified Organization**  
**Barrackpore, Kolkata-700 120, West Bengal**

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**GST NO.19AAAGC0090D1ZX**

F No. Capital(Computer&Accessories)-309(66)/2020-Stores-Part(1)

13<sup>th</sup> November, 2020

**OPEN E-TENDER NOTICE**

**Tender No. Capital(Computer&Accessories)-309(66)/2020-Stores-Part(1)**  
**E-Tender Id. "2020\_DARE\_596358\_1"**

The Director, ICAR-CIFRI invites online Quotation through e-procurement portal ([www.eprocure.gov.in](http://www.eprocure.gov.in)) in **2 (two) Bid Systems (Itemwise)** from the Manufactures/Authorized Dealers/reputed firms for the renewal/upgradation and installation/commissioning and training (if required) of the Network Security **to be supplied, installed/commissioned and trained upon (if required)** at the **Headquarter of ICAR-CIFRI, Barrackpore, Kolkata-700120:-**

Sl. No.	Name of the Network Security (Unit to be purchased)	Last date of submission of e-tender	Specification	To be supplied/installed/Commissioned and trained upon at
1	Renewal/Upgradation of Network Security and Switches (1 no. 48 port and 2 no. 24 port) (Previously known as cyberoam) (1No.)	03.12.2020 till 11.00 am	Specification enclosed at Annexure-II (Sl. No. 1)	ICAR-Central Inland Fisheries Research Institute, Barrackpore, Kolkata-700120

The tender document and specification details (Enclosed at Annexure-II) may be downloaded from the Institute's Website: [www.cifri.res.in](http://www.cifri.res.in) or e-procurement portal [www.eprocure.gov.in](http://www.eprocure.gov.in).

No bid other than online quotation shall be entertained. No hard copy in any form is required.

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

1.	Date and Time for Issue/Publishing	11.00 AM on 13.11.2020
2.	Document Download/Sale Start Date and Time	12.00 Noon on 13.11.2020
3.	Document Download/Sale End Date and Time	11.00 AM on 03.12.2020
4.	Bid Submission start Date and Time	12.00 Noon on 13.11.2020
5.	Bid Submission End Date and Time	11.00 AM on 03.12.2020
6.	Date and Time for Opening of Tender	11.00 AM on 04.12.2020
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.

Assistant Administrative Officer (Stores)

## 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 [www.eprocure.gov.in](http://www.eprocure.gov.in).
  - a) Authenticated PDF Copy of valid Company 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 and GST Certificate.
  - d) PDF copy of Annexure – III.
  - e) Authenticated PDF Copy of valid Dealership/Authorization/Manufacturing Certificate from manufacturer.
  - f) Authenticated PDF copy of Technical Bid as per Annexure-I, attachments along with Make/Model/Brand/Catalogue of the quoted item must be included by the bidders, failing which Technical Bid will be rejected.
3. The schedule of supply and specification of the items are enclosed in **ANNEXURE-II**. The rate should be quoted on F.O.R. basis at the **Headquarter of ICAR-CIFRI, Barrackpore, Kolkata-700120** as mentioned in the Tender Notice above.
4. No hard copies are required to be submitted by the bidders.
5. Tender once submitted should remain valid at least for 90 (ninety) days for acceptance.
6. The online bid should contain two envelopes containing the Technical Bid and Financial bid in the form of BOQ.

## 7. TENTATIVE DATES OF PROCESSING OF TENDER

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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 and should be legible. The mistake should be corrected by one stroke and initialed.
10. Make/Model/Brand/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. Payment will be made through e-payment. The Performance Security of 5% of the cost of the equipment 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 Majeure), 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. The Director, ICAR-Central Inland Fisheries Research Institute, Barrackpore, Kolkata- 700 120, West Bengal also reserves the right to reject any bid found in non-compliance with Ministry of Finance, Government of India Order No. 6/18/2019-PPD, dated 20<sup>th</sup> July, 2020 with regard to “Bidder(s) from a country which shares a land border with India” and Ministry of Commerce and Industry, Government of India Order No. P-45021/2/2017-PP (BE-II), dated 4<sup>th</sup> June, 2020 with regard to “Public Procurement (Preference to make in India) – Order-2017”. The requisite declarations are mentioned at **Annexure-III** with this tender, failing in submission of the same would render the bid non-responsive automatically.

18. With regard to Ministry of Finance, Government of India Order No. 6/18/2019-PPD, dated 20<sup>th</sup> July, 2020 on “Bidder(s) from a country which shares a land border with India”, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Institute on or after 15<sup>th</sup> August, 2020. The Registration should be valid at the time of submission of tender, acceptance of the bid, placement of Order and supply of items. The bidders should also *inter alia* declare at **Annexure – III** the “beneficial owner” in its firm emanating from a country which shares a land border with India.

19. With regard to Ministry of Commerce and Industry, Government of India Order No. P-45021/2/2017-PP (BE-II), dated 4<sup>th</sup> June, 2020 on “Public Procurement (Preference to make in India) – Order-2017”, the bidder should classify itself as “Class-I Local Supplier” OR “Class-II Local Supplier” OR “Non-Local Supplier”. **The margin of purchase preference shall be 20%.** The bidder must submit suitable declaration as indicated at **Annexure – III**.

20. In the event the declaration as per **Annexure – III** is found to be false at any point in time, the bid/contract/order shall automatically stand cancelled without any intimation whatsoever to the bidder and legal action will be initiated against such erring bidder.

21. In pursuance of Notification No. 45/2017-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 notification 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. No separate DSIR Certificate shall be issued by the Institute.

**DETAILS OF THE AGENCY****ANNEXURE-I**

1. Name & Address of Firm :
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 Firm :
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) IFSC Code :
  - d) MICAR Code No. :
8. Annual turn over of the firm :
9. Balance sheet of last Three (3) years (Attach copy)  
Photo copy of Annual Tax return for last Three (3) Years may be enclosed
10. Country of origin of the offered item(s) :  
(where the item(s) is/are produced/manufactured/assembled/originated)

Certified that the terms and condition are acceptable to me/us. I/we will abide by the terms and conditions of the contract/offer and shall supply the items as per specification and terms and conditions of the Tender Document.

**Place:**

**Date:**

**Signature of owner with seal**

**Annexure-II****Specification Details for Equipments**

<b>Sl.No.</b>	<b>Name of the Articles</b>	<b>Full Specifications</b>
<b><u>For supply at Headquarter of ICAR-CIFRI, Barrackpore, Kolkata-700120 (Sl. No. 1)</u></b>		
1.	Renewal/Upgradation of Network Security and Switches (48 port and 24 port) (Previously known as cyberoam) (1No.)	<b>Specification for</b> Renewal/Upgradation of Network Security and Switches (48 port and 24 port) (Previously known as cyberoam)- <ol style="list-style-type: none"> <li>1. 200 Users</li> <li>2. Services required-               <ol style="list-style-type: none"> <li>a) We and application filter</li> <li>b) IPS</li> <li>c) Gateway Antivirus</li> <li>d) Gateway Anti Spam</li> <li>e) WAF</li> <li>f) Outbound Spam Protection</li> </ol> </li> <li>3. Minimum 3 year License</li> <li>4. All Network switches (1 No. 48 port, 2 No. 24 port) to be replaced by new one.</li> </ol>

**Annexure-III**

**TENDER ACCEPTANCE LETTER**  
(To be given on Company Letter Head)

No.

Date:

To,  
The Director,  
ICAR-Central Inland Fisheries Research Institute,  
Barrackpore, Kolkata - 700120

Sub: Acceptance of Terms &amp; Conditions of Tender.

Tender Reference No: \_\_\_\_\_

Name of Tender / Work: -  
  
\_\_\_\_\_

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the website(s) namely:

\_\_\_\_\_

as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s)

/ corrigendum(s) in its totality / entirety.

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

6. I / We do hereby undertake that I/We have read Ministry of Finance, Government of India Order No. 6/18/2019-PPD, dated 20<sup>th</sup> July, 2020 on "Bidder(s) from a country which shares a land border with India", understood thoroughly the content laid down therein and undertake that (Strike out which is not applicable):-

a) I/We **are not** bidder from a country which shares a land border with India

OR

I/We **are** bidder from a country which shares a land border with India but I/We have registered with ICAR-CIFRI on or after 15.08.2020

OR

I/We **are** bidder with a "beneficial owner" from a country which shares a land border with India as per definition of aforementioned Order and I/We have registered with ICAR-CIFRI on or after 15.08.2020.

b) I/We **are not** subletting any entity from a country which shares a land border with India

OR

I/We are subletting an entity from a country which shares a land border with India but the entity has registered with ICAR-CIFRI on or after 15.08.2020

OR

I/We are subletting an entity from a country which shares a land border with India, which has a “beneficial owner” from a country which shares a land border with India as per definition of aforementioned Order and the entity has registered with ICAR-CIFRI on or after 15.08.2020.

7. I / We do hereby undertake that I/We have read Ministry of Commerce and Industry, Government of India Order No. P-45021/2/2017-PP (BE-II), dated 4<sup>th</sup> June, 2020 on “Public Procurement (Preference to make in India), understood thoroughly the content laid down therein and undertake that (Strike out which is not applicable):-

a) I/We **are** “Class-I Local Supplier” bidding for the item having equal to or more than 50% local content and the percentage of local content is \_\_\_\_%

OR

I/We **are** “Class-II Local Supplier” bidding for the item having more than 20% local content but less than 50% local content and the percentage of local content is \_\_\_\_%

OR

I/We **are** “Non-Local Supplier” bidding for the item having equal to or less than 20% local content and the percentage of local content is \_\_\_\_%.

b) I/We understand that purchase preference shall be given as per paras 3A and 6 of the aforementioned Order

c) I/We hereby undertake that we shall provide a certificate from the Statutory Auditor/Cost Auditor indicating percentage of local content at any time during the entire process whenever desired.

8. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefor, summarily reject the bid or terminate the contract, initiate action as may be permissible under law, without prejudice to any other rights or remedy including the forfeiture of the full Performance Security absolutely. We also undertake that, since EMDs are not being submitted with the tender as bid security, in the event of failure to comply the supply order or failure to submit the Performance Security as mentioned in the Purchase Order, your department/ organization shall have the right to suspend me / us from bidding for the Institute’s tenders for the period as your department/ organization may deem appropriate.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)