# TENDER FORM

# प्लाज्मा अनुसंधान संस्थान

(भारत सरकार के परमाणु ऊर्जा विभाग का सहायता प्राप्त संस्थान) इंदीरा ब्रिज के पास, भाट, गांधीनगर - 382428, भारत दूरभाष: 079-23962020/23962021, फैक्स: 079-23962277

# निमंत्रण निविदा और निविदाकारों को निर्देश करने के लिए Invitation to Tender and Instructions to Tenderers

The Purchase Officer, Institute for Plasma Research invites, online tenders IN **SINGLE PART (INR QUOTE ONLY)** for supply of stores as detailed in the Purchaser's Tender documents. The conditions of contract and instructions to tenderers which will govern the contract pursuant to tender are given below.

If you are in a position to quote for the supply in accordance with the requirements stated in the attached Tender Form please submit your quotation **online. The quote should be in INR only.** 

Tender submitted by fax/cable/telegram or any mode other than online will NOT be considered at all and all such tenders will be rejected without any notice to the tenderer.

Yours faithfully,

**Purchase Officer-II** For and on behalf of Director, IPR Institute for Plasma Research

Encl: as above.

### **INSTRUCTIONS FOR ONLINE SUBMISSION**

- 1) It is mandatory for all the applicants to have **class-III digital signature certificate** from any of the licensed Certifying Applicant to participate in e-tendering.
- In order to participate in online e-tendering process, it is 2) mandatory for the applicants to have user ID & password to get access to the website www.tenderwizard.com/DAE. The applicants have to get registered their firm / company with the service provider, M/s ITI Limited for user ID & password. The registration shall be done by paying an annual registration fees to M/s ITI Limited and completing other formalities as mentioned in the website, www.tenderwizard.com/DAE. Validity of online registration is for one year from the date of its issuance and may be renewed by paying the applicable amount. For assistance/clarifications please contact Mr. Sunil K Patel at mobile twhelpdesk426@gmail.com 09624981992. e-mail: or nodalofficer.et@ipr.res.in or All India Help line No: 91-80-40482000/18004255048, e-mail: daehelpdesk@tenderwizard.co.in.
- 3) The applicants, who have already obtained such valid user ID and password from M/s ITI Limited, for any other tender of DAE, need not obtain fresh user ID and password for the purpose of participation in the present tender.
- The services for e-tendering in IPR/DAE is provided by M/s ITI 4) Ltd., Tender wizard Help Desk Centre, # 24, 1st Floor, Sudha Complex, Circle, Havanoor 3rd Stage, 4th Near Block, Basaveshwaranagar, Bangalore 560079, Ph:91-80-\_ 40482000/18004255048. 91-80-40482114, Telefax: Email: daehelpdesk@tenderwizard.co.in.
- 5) The quotations shall be submitted online in the prescribed format before the date and time as mentioned in tender document. No other mode of submission is acceptable.
- 6) On successful e-payment of tender processing fees, the applicants can download the tender documents (including Excel sheets, if any) from the e-tendering portal.
- 7) Submission of the offer document after the due date and time shall not be permitted. Time being displayed on e-Tendering portal shall be final and binding on the applicant.
- 8) Applicants are advised to submit their documents well before the due date. IPR shall not be responsible for any delay in submission of documents for any reason including server and technical problems.
- 9) Applicants are advised to fill all the mandatory fields (coloured cells) of the excel files of the Tender. If applicant keeps any mandatory cell blank, System will not allow to close/save the file.
- 10) In case of any problem with the submission of the offer documents, the applicant may have the assistance of helpdesk or use the help manual given on the said website or mobile and e-mail mentioned elsewhere.

<b>प्लाज़्मा अनुसंधान संस्थान</b> इंदीरा ब्रिज के पास, भाट, गांधीनगर - 382428	INSTITUTE FOR PLASMA RESEARCH NEAR INDIRA BRIDGE, BHAT, GANDHINAGAR 382 428 GUJARAT STATE				
गुजरात राज्य दूरभाष: 079 23962020, 23962021	Phone: 079 23962020, 23962021 Fax: 079 23962277				
फैक्स: 079 23962277					

# निविदा सूचना TENDER NOTICE NO: IPR/TN/PUR/ET/18-19/49

## <u>दिनांकित DATED 5/2/2019</u>

निम्नलिखित के लिए प्रतिष्ठित और योग्य पार्टियों से ई-टेंडरिंग मोड के माध्यम से सिंगल पार्ट में ऑनलाइन निविदा आमंत्रित की जाती है।

Online tender is invited in **SIGNLE PART** through e-tendering mode from reputed and eligible parties for the following.

मद का विवरण Item Description निविदा प्रक्रिया शुल्क	Providing 1 Gbps (1:1) Internet Bandwidth at IPR, Data Center, Near Indira Bridge, Bhat, Gandhinagar-382428 with OFC RING connectivity as per the specification mentioned in the tender document. Tender Processing Fee of <b>Rs.4,720/-</b> should be paid
Tender Processing Fee	through electronic mode to M/s ITI Limited.
बयाना राशि जमा EMD	<b>Rs.1,98,000.00</b> (Copy of Demand Draft to be uploaded with the quotation, Original DD should be sent to IPR on or before the specified closing date and time)
निविदा दस्तावेज वेबसाइट पर देखने और	09.00 hrs. on 6-2-2019 to 12.55 hrs. on 13-3-2019
डाउनलोड करने के लिए उपलब्ध है	
Tender document available for view and downloading on website	
निविदा दस्तावेज़ के संबंध में स्पष्टीकरण	09.00 hrs. on 6-2-2019 to 16.00 hrs. on 1-3-2019
Clarifications regarding Tender document	
निविदा ऑनलाइन जमा करने की अंतिम	13-3-2019 at 13.00 hrs.
तिथि	
Closing of online submission of tenders	
निविदा के ऑनलाइन खोलने का समय और	13-3-2019 at 14.30 hrs.
तिथि	
Time and Date of online Opening of Tender	

आवेदक **www.tenderwizard.com/DAE** वेबसाइट पर 1-3-2019 (16:00 बजे तक) तारीख तक अपने संदेह अपलोड करके निविदा दस्तावेज के संबंध में स्पष्टीकरण (बोली से पहले) प्राप्त कर सकता है। स्पष्टीकरण उसी वेब पोर्टल www.tenderwizard.com/DAE पर 5-3-2019 (17:30 बजे) तक अपलोड किए जाएंगे। The applicant can seek clarifications (pre-bid) regarding the tender document up to 1-3-2019 (16:00 Hrs) by uploading their queries on website <u>www.tenderwizard.com/DAE</u>. The clarifications will be uploaded on the same web portal <u>www.tenderwizard.com/DAE</u> by 5-3-2019 (17:30 Hrs).

विस्तृत निविदा सूचना,योग्यता मानदंड और निविदा दस्तावेज के साथ वेबसाइट www.tenderwizard.com/DAE पर निःशुल्क देखने और डाउनलोड करने के लिए उपलब्ध है। ई-निविदा प्रक्रिया में भाग लेने के लिए, उपर्युक्त ई-निविदा पोर्टल पर रजिस्टर करना अनिवार्य है और डिजिटल हस्ताक्षर प्रमाणपत्र (श्रेणी-III) होना आवश्यक है। बोलीदाता नए रजिस्टरेशन/टेन्डरिंग में सहायता के लिए पऊवि हेल्पडेस्क से daehelpdesk@tenderwizard.co.in पर संपर्क कर सकते हैं, फोन नंबर:(80)-40482000/ 9624981992/18004255048

Detailed tender notice along with Eligibility criteria and Tender Document is available on website **www.tenderwizard.com/DAE** for free view and downloading. For participating in the e-tendering process, it is mandatory to get registered on the above e-tender portal and required to have Digital Signature Certificate (Class -III). For new registration/ tendering help, bidders may contact DAE Helpdesk at daehelpdesk@tenderwizard.co.in Phone No: (80)-40482000/ 9624981992/ 18004255048

इस निविदा सूचना की एक प्रति संस्थान की वेबसाइट www.ipr.res.in//purchasetenders.html पर भी उपलब्ध है। अधिक जानकारी के लिए, कृपया संपर्क करें: 079 23962020/2021, फ़ैक्स: 079 23962277।

A copy of this tender notice is also available on the Institute's website **www.ipr.res.in//purchasetenders.html**. For further information, please contact: 079 23962020/2021, Fax: 079 23962277.

# Form No: IPR-LP-ET-04.V1 SINGLE-PART TENDER SECTION – A

### **Invitation to Tender and Tendering Conditions**

#### **1.0 INVITATION TO TENDER**

1.1 Institute for Plasma Research (IPR) invites online tenders for supply of Liquid Nitrogen as per the specifications detailed in Section "B" of this tender document. If you are in a position to quote for supply in accordance with the technical specifications indicated in Section "B" to this tender document and as per the conditions stipulated in this Section "A", please upload your offer in a manner and method specified below

#### 2.0 MANNER AND METHOD FOR SUBMISSION OF TENDERS

- 2.1 All tenderers in response to this invitation shall be submitted through online mode only. Tender submitted by **fax/cable/telegram or any mode other than online will NOT be considered at all** and all such tenders will be rejected without any notice to the tenderer.
- 2.2 Proof for fulfillment of eligibility criteria mentioned in Annexure-A should be uploaded along with the tender. If the tender is submitted without valid documents, we shall not consider your offer. Tenders received without proof of eligibility criteria will be rejected. The offers which meets the eligibility criteria will only be considered for evaluation.

#### 3.0 EARNEST MONEY DEPOSIT (EMD)

3.1 The Tenderer shall submit, as part of its bid, interest free Earnest Money Deposit (EMD) for an amount as specified in the Tender Notice. In the case of foreign bidders, the EMD shall be submitted either by the principal or by the Indian agent and in the case of indigenous bidders; the EMD shall be submitted by the manufacturer or their specifically authorized dealer/bidder. EMD shall be submitted by way of Demand Draft from SBI/nationalized banks or any one of the scheduled banks mentioned in the bracket (Axis Bank, HDFC Bank, ICICI Bank and IDBI Bank) issued in favour of "Institute for Plasma Research" and payable at Ahmedabad. Tender received without EMD will be rejected at the discretion of IPR.

(Copy of Demand Draft to be uploaded with the quotation, Original DD should be sent to IPR on or before the specified closing date and time)

- 3.2 The EMD of unsuccessful Tenderer will be discharged/returned after finalizing award of the Contract/placement of Purchase order.
- 3.3 The successful Tenderers EMD shall be discharged upon the Bidder submitting the Security Deposit as specified in the contract/purchase order, without any interest.
- 3.4 **Exemption from payment of EMD:** The firms registered with NSIC, DPS or Micro & Small Enterprises (MSEs) which are actual producers/manufacturers of tendered items are exempted from

payment of EMD provided valid registration certificate is uploaded along with the offer.

### 3.5 **The EMD may be forfeited:**

- 3.5.1 If a Tenderer withdraws or amends or modifies or impairs or derogates its bid during the period of bid validity specified by the Bidder on the Bid Form; or
- 3.5.2 In case of a successful tenderer, if the tenderer fails to furnish order acceptance within 15 days of the order or fails to submit the Security Deposit within 21 days from the date of contract/order.

### 4.0 LATE/DELAYED TENDERS

4.1 Uploading of the offer document after the due date and time shall not be permitted. Time being displayed on e-Tendering portal shall be final and binding on the applicant.

### 5.0 OPENING OF TENDERS

- 5.1 Unless otherwise pre-opened or postponed with advance intimation to the tenderers, tender will be opened on the date and time indicated on e-Tendering portal.
- 5.2 While all the tenderers who uploaded tenders within the due date and time will be permitted to participate in the opening of the tender on the due date and time indicated on e-Tendering portal.

### 6.0 AUTHORITY LETTER

- 6.1 The tenderers who wish to participate in the opening of the tenders may depute their representatives to IPR on the respective due date and time as indicated in the tender notice with an authority letter addressed to the Purchase Officer which should be produced to the officers who are opening the tenders, on demand to prove the bonafides of the representative who participates in the opening of the tender. In case the representative of the tenderer fails to produce such an authority letter on behalf of the tenderer, he will be debarred from participating in the opening of the tenders.
- 6.2 The tenderers representative, who reaches the venue of the tender opening late, i.e. after the starting time specified for opening of the tenders, may not be allowed to take part in the tender opening. It should be noted that only one representative of each tenderer will be permitted to participate in the tender opening.

### 7.0 EVALUATION OF TENDER

7.1 Evaluation of tender shall be based on all inclusive landed cost.

### 8.0 PURCHASER'S RIGHTS TO REJECT QUOTATION

8.1 The Purchaser reserves the right to reject any quotation without assigning any reason thereof.

### 9.0 TECHNICAL CLARIFICATIONS

9.1 After opening the tender, if it becomes necessary for IPR to seek clarifications from the tenderers, the same will be sought for from the tenderers.

### **10.0 HOLIDAYS**

If the date (s) specified for receipt and opening of the tenders is/are declared as holidays abruptly by the competent authority due to any administrative reasons, then the due date(s) for receipt/opening of tenders will get postponed automatically to the next working day. As for instance, if the due date for receipt of tender and its opening falls on 3<sup>rd</sup> of a particular month and if the 3<sup>rd</sup> day of the month is declared as a holiday, then the opening date of tender will stand automatically postponed to 4th day of the month at the same time.

#### **11.0 VALIDITY OF OFFERS**

Offers shall be kept valid for acceptance for a period of 120 (One hundred twenty) days from the date of opening of the tender. Offers with shorter validity period will be liable for rejection.

#### **12.0 QUANTITY**

The purchaser reserves the right to accept tenders for any quantity of his choice and the tenderer shall be bound to accept a contract for any quantity. The Purchaser also reserves the right to accept or reject lowest or any tender in full or in part without assigning any reasons.

#### **13.0 GOODS AND SERVICE TAX**

13.1 The details of Taxes/GST and other levies legally leviable and intended to be claimed should be clearly indicated in the tender. Where this is not done, no claim on these accounts would be admissible later.

#### a) GST for Goods (IGST/CGST/SGST TAX BENEFITS):

IPR is entitled to avail tax benefit as per the following notifications issued by Ministry of Finance, Department of Revenue, Government of India:

(1) No: 47/2017-INTEGRATED TAX (RATE) DATED 14/11/17 for IGST

(2) No: 45/2017-CENTRAL TAX (RATE) DATED 14/11/17 for CGST And,

IPR is entitled to avail tax benefit as per the following notifications issued by Finance Department, Government of Gujarat:

(1) No. 45/2017-STATE TAX (RATE) DATED 15/11/17 for SGST

As per above notifications IPR will bear only 5% IGST for procurement of goods from outside Gujarat & 2.5% CGST and 2.5% SGST (total 5%) for procurement of goods within Gujarat. Vendors are required to charge tax as per these notifications while quoting/supplying the goods. Deviations, (if any) should be clearly mentioned in the quotation/offer. Please specify the HSN codes while quoting.

#### b) GST for Services:

As applicable. Specify the SAC codes wherever services are involved.

#### **14.0 FLUCTUATION IN STATUTORY LEVIES**

Unless otherwise specifically agreed to in terms of the Contract, the purchaser shall not be liable for any claim on account of fresh imposition and/or increase in statutory levies on raw materials and/or components used directly in the manufacture of the contracted stores, taking place during the pendency of the contract. However, any reduction in statutory levies on these raw materials and/or components must be passed on to the Purchaser.

#### **15.0 PAST PERFORMANCE**

In case the past performance of the tenderer is not found to be satisfactory with regard to quality, delivery, warranty obligation and non-fulfillment of terms and conditions of the contract, their offer is liable to be rejected by the purchaser.

#### **16.0 MODE OF PAYMENT**

- 16.1 Unless otherwise agreed to in writing between the Purchaser and the Contractor, payment for the delivery of the material will be made as follows.
- 16.2 Payment will be made on quarterly basis against completion of each quarter and shall be settled by the Purchaser within 30 days from the date of receipt of bills.
- 16.3 No correspondence will be entertained within 30 days from the date of receipt of material and bills, whichever is later.
- 16.4 Payment of one time charges (if any), will be released after the circuit commissioning and acceptance only.

#### **17.0 CAPACITY & FINANCIAL STANDING**

In case it is found that the tenderer does not possess the requisite infrastructure, capacity, capability and their financial standing is not satisfactory, such tender is liable to be rejected by the Purchaser.

#### **18.0 LIABILITY**

20.1 Vendors shall be liable for any damage to the purchaser or any third party out of any patent or latent defect in the goods supplied by him or sub-standard services rendered by him.

#### **19.0 RIGHT TO REJECT QUOTATION**

- 19.1 The Purchaser reserves the right to reject any quotation, which is not in conformity with the above instructions.
- 19.2 The Purchaser also reserve the right to reject any quotation without assigning any reason whatsoever.

#### 20.0 PRICE / PURCHASE PREFERENCE

Purchase/Price preference to industries will be given as per the policy of the Government of India in force at the time of evaluation provided their offer is in compliance with the conditions of the policy.

#### 21.0 SECURITY DEPOSIT

21.1 On acceptance of tender, the Contractor shall at the option of the Purchaser and within the period specified by him, submit a Bank Guarantee from SBI or any one of the nationalized banks or reputed private banks, viz. AXIS Bank, ICICI Bank, IDBI Bank and HDFC Bank towards Security Deposit not exceeding 10% (ten percent) of the tendered value of the contract/purchase order valid till at least 2 months beyond the acceptance date of the material, as the Purchaser shall specify.

- 21.2 If the Contractor is called upon by the Purchaser to submit Security Deposit and the contractor fails to provide the same within the period specified such failure shall constitute a breach of the Contract and the Purchaser shall be entitled to make other arrangements for the repurchase of the stores contracted for at the risk and expenses of the Contractor and recover from the Contractor damages arising from such cancellation. No claim shall lie against the purchaser either in respect of interest if any due on Security Deposit or depreciation in value.
- 21.3 Offers wherein contractors declined to submit Security Deposit are liable to be rejected.

#### 22.0 VALIDITY OF CONTRACT

- 22.1 The validity of the Contract will be for 2 years from the date of awarding the Contract.
- 22.2 The price offered by the Bidder/s should be FIRM and FIXED and will not be subject to any price escalation/variation for whatsoever reasons. The price offered should be firm, fixed and non-revisable during the validity/extended validity of the Rate Contract.

#### 23.0 CANCELLATION OF CONTRACT

The Contract for supply of Internet Bandwidth may be cancelled by giving three months notice to any side. In the event of cancellation of Contract, IPR shall not pay any charges other than the service provided by them before cancellation of contract. For more details, please refer to Clause No. 6.3 (Termination clause) of Section-B.

#### 24.0 PERMANENT ACCOUNT NUMBER (PAN

- 24.1 Vendors are required to upload a true copy of the PAN Card/Letter issued by the Income-tax Department, failing which the tenders are liable to be rejected.
- 23.2 MSE bidders should declare their UAM (Udyog Aadhar Memorandum) number on CPPP portal to avail benefits as per Public Procurement Policy for MSE's order 2012.

#### 25.0 LAW GOVERNING THE CONTRACT

25.1 This Contract shall be governed by the laws of India for the time being in force. The marking of all stores supplied must comply with the requirements of India Acts relating to Merchandise Marks and all the rules made under such Acts.

#### **26.0 JURISDICTION**

26.1 The Courts within the local limits (i.e. Gandhinagar) of whose jurisdiction the place from which the purchase order is issued is situation only shall, subject to Arbitration Clause, have jurisdiction to deal with and decide any matter out of this Purchase Order/Contract.

#### 27.0 SETTLEMENT OF DISPUTES

27.1 The Purchaser and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. 27.2 If the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

#### **28.0 ARBITRATION**

28.1.1 In the event of any dispute or difference arising out or of in connection with any of the terms and conditions of the Purchase Order/Contract, the matter shall be referred to the Director, IPR for settlement. In case the parties to the Purchase Order are not in a position to settle the dispute mutually, the matter shall be referred to a Sole Arbitrator to be appointed in accordance with the Arbitration & Reconciliation Act, 1996 & Arbitration and Conciliation (Amendment) Act, 2015 as amended time to time.

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# 1 Scope of Work

- 1.1 The assured Internet bandwidth should be functional at our premises through the fibre as last mile connection. This last mile termination should be on Ethernet at IPR Data Center, IPR campus, Near Indira Bridge, Gandhinagar, Gujarat -382428.
- 1.2 The termination of the last mile connection should be made in the Data Center network rack installed at IPR. IPR already have the Gateway Routers & Firewalls.
- 1.3 The ISP should connect the IPR location with their own underground fiber in ring topology.
- 1.4 The ISP should have its own dedicated fiber and should not provide connection on fiber leased from a third party.
- 1.5 If any earth work is involved inside premises of IPR it should be coordinated with our Scientific Officers. The complete installation should be in the existing infrastructure.
- 1.6 Any hardware that may be needed to render the specified services including the last mile connectivity shall be in the scope of the bidder (ISP).
- 1.7 ISP should provide complete network layout diagram of the proposed connectivity.
- 1.8 ISP should provide the service call escalation procedure with contact details (24/7).
- 1.9 ISP should advertise IPR's Public IP addresses (IPv4, IPv6) allong with ASN.
- 1.10 The Service provider has to deliver all the specified deliverables to IPR on or before 2 Months from the date of receive contract.
- 1.11 IPR will provide the required rack space in the Data Center with adequate cooling and redundant UPS power.
- 1.12 IPR have own gatgeway firewall and gateway routers for the termination of the Internnet connectivity.

# 2 Technical Specifications Rquirement

Sr. No.	Particulars	Requirement
1	Bandwidth	1 Gbps (1:1)
2	Uptime of circuit	99.5%
3	Latency within country	Latency within the country should be $\leq$ 80 milliseconds.
4	Latency outside country	Latency outside the country should be $\leq$ 300 milliseconds.
5	Packet loss rate	Less than 1%
6	Network Diagram	ISP should provide complete network layout diagram of this proposed connectivity.
7	Advertisement of IPR's Public IPs, and ASN	ISP should advertise IPR's Public IPs / ASN over their Public Network

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8	SLA	ISP should provide signed SLA (Service Level Agreement) after the circuit commissioning.
9	Internet port.	The termination should be provided on Gigabit Ethernet.

# 3 Testing , Acceptance, SLA and NDA

- 3.1 The Internet bandwidth performance will be analyzed using Cacti, MRTG or equivalent software for the assured bandwidth during testing period and report will be submitted with acceptance. After successful testing, the vendor has to submit Internet bandwidth performance report using Cacti, MRTG or equivalent software.
- 3.2 ISP has to submit copy of network diagram showing interconnects points, backup links, from the ISP's NOC (Network Operation Center).
- 3.3 Initial testing of the circuit will be for minimum 2 days to 7 days. During the testing bandwidth capacity, latency, packets loss etc. will be tested.
- 3.4 Acceptance of the Internet service through a formal 'Acceptance Note' shall be issued by IPR after successful testing of the Internet service. Start of Billing cycle shall be the date formal Acceptance Note issued by IPR to the ISP after commissioning of Internet Service at IPR.
- 3.5 ISP should submit signed SLA (Service Level Aggreement) after the circuit commissioning.
- 3.6 ISP need to sign NDA (Non Disclosure Agreement) as per IPR's IT Security Policy during the acceptance.

# 4 Monitoring and Problem Reporting

- 4.1 Complaint registration should be directly with human interaction on designated contacts
- 4.2 The technical telephonic support related to services should be available round the clock on 24x7 basis. The technical personnel responsible for the maintenance of bandwidth in all respect must be available through telephone and email for contacting them round the clock. List of such officials must be made available to IPR IT Department by the ISP. Any change in such details should also be intimated to IPR IT Department with sufficient prior notice
- 4.3 Maximum Time to Respond/ Mean time to resolve (MTTR)
  - The maximum time to respond for any problems reported on the Internet leased line connection and for local access is as per table below

Description	Maximum Time to Respond	Mean Time to Resolve		
Internet leased line	1 hour	3 hours		
Routing Issues	30 minutes	2 hours		

4.1 ISP will ensure maintaining services from the nearest service center which should be well equipped with service engineers and sufficient spares. The maintenance/complaint call should be attended immediately on receipt of the phone call from IPR.

- 4.2 Details of separate designated personals for each of the issues related with Technical, Billing (Accounts), Sales with the escalation matrix in that division should be intimated to IPR.
- 4.3 In IPR the Scientific Officer from IT Department will be the nodal point of contact.

# 5 Warranty, Penalty & Termination Clauses

#### 5.1 WARRANTY:

- 5.1.1 Internet services with related equipment installed by the vendor shall have a comprehensive on-site warranty for the entire period of the Service Contract after the successful commissioning and acceptance.
- 5.1.2 If during the contract period, the TRAI regulated maximum rates for the services are reduced, the ISP must reduce the corresponding charges by proportionate amounts and should pass on the benefits in terms of bandwidth increase.
- 5.1.3 The ISP must have provision for Internet based online tracking of network parameters like reports for SLA, Uptime, availability, latency, packet loss, throughput and jitter etc.
- 5.1.4 ISP shall have to guarantee continuous uninterrupted internet availability along with all the equipment supplied by them and should achieve minimum 99.5 % uptime across 24 X 7 calculated on monthly basis.
- 5.1.5 ISP shall maintain the sufficient spares for maintaining required uptime guarantee.
- 5.1.6 ISP shall inform and take approval for the planned downtime at least 2 working days in advance. Planned downtime shall be for no more than 6 hours in a month. Any planned downtime for more than 6 hours per month will be attract the penalties as specified.
- 5.1.7 ISP will ensure maintaining services from the nearest service center which should be well equipped with service engineers and sufficient spares. The ISP will do preventive maintenance once in a quarter for upkeep of the system.

#### 5.2 PENALTY FOR DOWNTIME

- 5.2.1 If the services remain down for any reason for more than 4 hours including Saturday and Sunday, then 0.5% of the proportionate contract value will be deducted as penalty and if services remain down from 24 hours to one week including Saturdays, Sundays, and holidays then 1% of the proportionate contract value will be deducted as penalty.
- 5.2.2 However, If the services remain down for more than a week then 2% of the proportionate contract value will be deducted as penalty after which the security deposit will be invoked and IPR will have the right to cancel the order and go for any other ISP.

#### **5.3 TERMINATION CLAUSE**

- 5.3.1 IPR reserves the right to cancel the contract of the selected bidder on the following circumstances:
  - 5.3.1.1 The selected bidder commits a breach of any of the terms and conditions of the bid/contract.
  - 5.3.1.2 The bidder goes into liquidation voluntarily or otherwise.
  - 5.3.1.3 The progress regarding execution of the contract, made by the selected bidder is found to be unsatisfactory by IPR
- 5.3.2 In addition to the above, if, after the award of the contract, the selected bidder does not perform satisfactorily during the execution of the contract, IPR reserves the right to terminate the contract by giving 3 (Three) months notice for the same.

#### Institute for Plasma Research (An Autonomous Institute of Dept. of Atomic Energy) Bhat, Gandhinagar

	TERMS & CONDITIONS						
ITEM							
ESCRIPTION	Providing 1 Gbps (1:1) Internet Bandwidth at IPR, Data Center, Near Indira Bridge, Bhat, Gandhinagar-382428 with OFC RING connectivity as per the specification mentioned in the tender document						
SI. No.	PARTICULARS	REMARKS					
<u> </u>	Name of the Supplier						
<u> </u>		IPR/TN/PUR/ET/18-19/49 DATED 5/2/2019					
	Vendor Offer No & Date Postal address						
<u>IV</u> V	Contact with STD code						
VI	Fax with STD code						
VII	Name of Contact person						
VIII	Mobile No.						
IX	e-mail ID						
Х	Currency of offer/quotation						
	SCANNED COPY OF THE BELOW MENTIONED DOCUMENTS NEED TO	"YES" OR "NO"					
	UPLOAD AT www.tenderwizard.com/DAE AT THE TIME OF						
	PARTICIPATION OF TENDER WITHIN THE PERIOD OF SUBMISSION.						
1	Certificates:						
	i) Registration Certificate if Any, with DGS&D/NSIC/MSME ii) PAN (Permanent Account Number) Registration						
	iii) Certificate of Registration for GST						
	iv) Authorization certificate/ Agency Agreement from Manufacturer (if not						
	manufacturer)						
	Commericial Terms for Quoted items (Please Provide Commercial terms						
	and conditions in the below form)						
2	Price Shall be firm and fixed through out the currency of contract, in the event of						
2	placement of purchase order. Please select the CURRENCY OF OFFER / QUOTATION first						
3 4	Goods and Services Tax: Have you specified HSN / SAC Code for Goods and						
4	Services Tax in Price Bid?						
5	Have you gone through Section-B of tender document and Accept it?						
6	Delivery period/Validity of Contract (as per Clause No.22 of Form No. IPR- LP-ET-04.V1 (Section-A -Terms and Conditions attached with the						
	tender/enquiry).						
7	Have you offered Installation and commissioning charges?						
8	Terms of Payment:- as per Sr. No.16 of Form No: IPR-LP-ET-04.V1 (Section- A -Terms and Conditions attached with the tender/enquiry).						
9	Guaranty / Warranty:-as per Sr. No.5 of Section-B						
10	Validity of offer/quotation: 120 days from the date of opening of tender						
	QUESTIONNAIRE TO BE FILLED BY BIDDER IN AND SENT ALONG WITH						
	OFFER DULY SIGNED						
11	In the event of a purchase order/contract vendor has to provide Security Deposit in the form of Bank Guarantee for 10% of contract/order value from						
	in the form of Bank Guarantee for 10% of contract/ order value from SBI/nationalized banks or any one of the scheduled banks mentioned in the						
	bracket (Axis Bank, HDFC Bank, ICICI Bank and IDBI Bank) valid till final						
	acceptance of the supplied goods at IPR, wherever applicable shall be						
	submitted.						
12	In the event of a purchase order/contract Performance Bank Gurantee for 10%						
	of the contract/order value from SBI/nationalized banks or any one of the						
	scheduled banks mentioned in the bracket (Axis Bank, HDFC Bank, ICICI Bank						
	and IDBI Bank) valid throughout the guarantee period, wherever applicable shall						
	be submitted.						
13	I/We hereby offer to supply the stores detailed in the schedule hereto at the						
	price given in the said schedule and agree to hold this offer open till expiry of						
	quotation. I/We shall be bound to supply the stores hereby offered upon						
	issue of purchase order communicating the acceptance thereof on or before						
	the expiry of the last mentioned date. You will be at liberty to accept any one or						
	more of the items of stores tendered for or portion of any or more of the items of such stores and I/We notwithstanding that the offer in the tender has not been						
	accepted in whole shall be bound to supply to you- such item or items and such						
	portion or portions of one or more of the items as may be specified in the said						
	Purchase Order communicating the acceptance.						

14	I/we have understood the General Conditions of all Contracts and special conditions of contract governing supplies of plant and machinery in the Form No: IPR-LP-ET-04.V1, included in the General Conditions of all Contracts and special conditions of contract governing of plant and machinery applicable to contracts placed by the Institute for Plasma Research and the instructions to Tenderer annexed to the invitation to tender Form and have thoroughly examined the specification / drawing and / or pattern quoted or referred to in the Schedule hereto and am/are fully aware of the nature of the stores required any my/our offer is to supply stores strictly in accordance with subject tender to the terms and conditions stipulated in your above Form No: IPR-LP-ET-04.V1 and also contained in the Purchase Order Communicating acceptance of this Tender.	
15	Whether All Documents Related to tender Viewed?	
16	Vendor should upload the complete technical details (Tehnical specifications with product data sheet	
17	In case of two part tender whether unpriced quotation has been uploaded (Failing which offer will not be considered for technical evaluation)	
18	Free Issue Material: Successful tenderer will have to arrange insurance showing beneficiary as "Institute for Plasma Research" at their risk and cost towards adequate security for the materials/property provided/issued by the Purchaser as Free Issue Material for the due execution of the contract, wherever applicable.	

#### Institute for Plasma Research (An Autonomous Institute of Dept. of Atomic Energy) Bhat, Gandhinagar

Bnat, Gandninagar					
	Eligibility Crite	ria (Annexure-A)			
ITEM DESC RIPTI ON	Providing 1 Gbps (1:1) Internet Bandwidth at IPR, Data Cente connectivity as per the specification mentioned in the tender		2428 with OFC RING		
SI. No.	PARTICULARS	REMARKS			
I	Name of the Vendor				
11	IPR Enguity NO & Date	IPR/TN/PUR/ET/18-19/49 DATED 5-2-2019			
III	Vendor Offer No & Date				
Sr. No.	Criteria	Documents required to upload	Status of Documents (Uploaded/ Not- Uploaded in e-Tender Portal)		
1	The bidder shall have acquired valid NLD (National Long Distance) / UL (Unified License) / UASL (Unified Access Services License) / ISP License from DOT OR Telecom Regulatory Authority of India (TRAI) with Class 'A' category license	certificate issued by TRAI should be submitted			
2	Bidder should have Direct Access to International Gateways	Signed Network diagram showing international gateway connectivity is to be submitted			
3	The ISP should be a member of NIXI	Copy of valid document/certificate is to be submitted as proof.			
4	Bidder must have either valid ISO 27001 or valid BS 7799 certification for Information Security on the network	Copy of valid ISO 270001 or BS 7799 certificate is to be submitted.			
5	The bidder must have office in Ahmedabad or Gandhinagar	Documentary proof is to be submitted			
6	The Bidder should have own access network for providing last mile (local loop) connectivity	An Undertaking duly signed and stamped by the Biider should be submitted			
7	The ISP should have at least 2 similar orders of providing Internet bandwidth 1 Gbps (1:1) or higher OR 4 orders of 500 Mbps (1:1) in the last 3 years from the tender date	Copy of Purchase orders (unpriced) should be submitted			
8	The average annual turnover for the last 3 years (i.e. 2014-15 to 2016-17) should be INR 2,60,00,000=00 (INR Two Crore sixty Lakhs)	The bidder should submit Audited balance sheet and Profit & Loss Account for the past 3 financial years (i.e. 2014-15 to 2016-17) as a proof.			

#### Note:

The response to tender without submission of proof of
above points will summarily be rejected without
further communication
The bidder shall not be under a declaration of
ineligibility for corrupt or fradulent practices or
blacklisted with any of the Government agencies
Original documents shall be produced for
verifications, if required.

#### Institute for Plasma Research (An Aided Institute under Dept. of Atomic Energy) Bhat, Gandhinagar

		F	PRICE SC	HEDULE (SECT	ION-D)			
IPR Enquiry NO & Date : IPR/TN/PUR/ET/18-19/49 DATED 5-2-2019								
From								
	NAME OF THE CONTRACTOR :							
	Offer no & date:							
Sl.No	Item Description	Tendered Unit of Rate in INR						
		Quantity	Measur					
			ement					Remarks
			(UOM)	HSN Code	Basic Unit	Discount	<b>Basic Unit rate</b>	
			ļ	(*1)	Rate	(in amount)	after discount	
			Maana					
	Providing 1 Gbps (1:1) Internet Bandwidth at IPR, Data Center, Near Indira Bridge, Bhat, Gandhinagar- 382428 with OFC Ring Connectivity	2	Years				0.00	
2	One time charges (including installation, if any)	1	Lumpsu m				0.00	
3	Other items (if any)							
а	Optional Item/ Accessories						0.00	
b	Optional Item/ Accessories						0.00	
С	Optional Item/ Accessories						0.00	
d	Optional Item/ Accessories						0.00	
е	Optional Item/ Accessories						0.00	

Place of delivery IPR Gandhinagar NOTES:

(a) If the rate cells are left blank, it will be treates as "0" (ZERO)

(b) Kindly enable the Macros if you receive the "Security Warning" message. (Click on options in "Security Warning" and select "Enable this content"

**IMPORTANT NOTES: 1)** Custom Duty Exemption certificate will not be issued to any bidder under any circumstances.

2) Prices in this bid format alone are acceptable

3) GST (IGST, CGST, SGST or any form) should not be included in the basic cost (Unit Rate Column) for either goods or services

4) Evaluated total cost on the basis of bid prices will be calculated by Purchaser after bid opening

(\*1) HSN/SAC Code: For indigenous goods/services, to be filled by the bidder

# 1) QUOTATIONS ARE INVITED IN INDIAN CURRENCY ONLY. 2) QUOTATIONS RECEIVED OTHER THAN "INR" QUOTE SHALL SUMMARILY

To The Purchase Officer Institute for Plasma Research Near Indira Bridge Bhat Gandhinagar-382428 (INDIA)

Dear Sir,

### Ref: Tender Notice No.IPR/TN/PUR/ET/18-19/49 dated 5/2/2019

I/We have gone through the tendering conditions pertaining to the Single Part Tender and Tendering conditions. I/We hereby agree to supply the stores conforming to the tender specifications and also agree to abide by your Tendering Conditions contained in the Tender document.

- You will be at liberty to accept any one or more of the items of stores offered by us and I/We shall be bound to supply you the stores as may be specified in the Purchase Order/Contract.
- I/We hereby agree to keep the price valid for your acceptance for a period of 120 days from the date of opening of the tender.
- Deviations to technical specifications of the tender documents are detailed in Annexure-A of the tender form while deviations proposed to the Tendering Conditions are detailed in Annexure "B" to this tender.
- I/We are also uploaded all the leaflets/catalogue, etc. pertaining to the stores offered.

Yours faithfully Stamp and Signature of the Tenderer