

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDER

The Bid shall be submitted in accordance with these instructions and any Bid not confirming the instructions as under is liable to be rejected.

These instructions shall form the part of the Bid and contract.

- The intending Bidder, in case of Authorised Dealer shall possess valid authorized Distributorship / Dealership license from Prime Equipment manufacturers. The Bidder shall enclose the copy of the same in the bid while submitting the Bid.
- The documents consisting of inviting the Offer, Scope of work, General rules and instructions to the Bidder, Bid Opening and Evaluation, Technical specification and other annexures documents can be downloaded from the ICGEB's website. Any clarifications / amendments / corrigenda etc., to this Bid Notice before last date of submission of bid will only be available on our website <http://www.icgeb.res.in/>. Therefore, bidders are advised to keep visiting our website
- The bidder needs to submit bids in "TWO ENVELOPE CONCEPT" and it has to be submitted as such the first envelope should contain all the components of Technical Bid detailed with all supportive documents duly signed on all the pages. The envelope shall be sealed & super scribed as "Technical Bid for supply, testing and installing of switches and other related accessories" for ICGEB. Bidder should note that financial aspects of the offer should not be disclosed in any way, in the technical bid/ first envelope and such technical bids consisting of financial aspects are liable for rejection.
- The second envelope should contain the financial Bid i.e. the Price Bid of Quantities (format down loaded from the ICGEB's web site) and shall be super scribed as "supply, testing and installing of switches and other related accessories" for ICGEB and should be sealed and submitted on the same given date and time simultaneously along with technical bid. Non submission of the same (Financial Bid) in separate sealed cover along with technical bid shall automatically render the entire offer being rejected. This envelope should contain duly filled in cost details (enclosed in the offer document).
- The Sealed Bids should reach **Procurement Manager, International Centre for Genetic Engineering & Biotechnology, Aruna Asaf Ali Marg, New Delhi – 110067** by **26th June 2017** up to 5 PM .
- The Bid shall be completed in all respect and should be signed with date by the Authorized Signatory of Bidder with company stamp on all the pages of this Bid.
- The Item shall be in compliance to the specifications mentioned in Annexure- A of the Bid and shall be of the latest technology, best quality and high standards.
- Any optional Accessories/ Tooling, besides the standard equipment recommended for the better performance of the equipment, if offered, be provided with their full technical details including their use and advantage in a separate sheet with the Bid documents. Warranty period, if applicable, should be specified for these.
- All the columns of the Annexure - A shall be duly, properly and exhaustively filled in. Any cutting/over writing etc. in the Bid must be signed by the person who is signing the Bid. The rates and units shall not be overwritten. The financial part in the bid shall always be both in figures and words. In case of discrepancy in words or figures, the amount written in figure will be treated as final.
- No extra payment shall be paid on account of any discrepancy in nomenclature of items. The Bidder shall seek clarifications if any before submitting the Bid.

- While submitting the Bid, if any of the prescribed conditions are not fulfilled or are incomplete in any form, the Bid is liable to be rejected. If any Bidder stipulates any condition of his own, such conditional Bid is liable to be rejected.
- ICGEB reserves the right to reject any Bid/ bid wholly or partly without assigning any reason.
- The Bidder shall be agreed that the rates submitted shall remain valid for acceptance for a period of 60 days from the date of opening of the Bid.
- Bidder shall take into account all costs including installation, commissioning, cartage etc. for giving delivery of material at site i.e. ICGEB, New Delhi before quoting the rates. In this regard no claim for any extra payment for any reason shall be entertained.
- The material shall be inspected on receipt at site ICGEB, New Delhi and bidder shall be responsible for any damage during the transit of goods.

TECHNICAL TERMS AND CONDITIONS – REFER TO ANNEXURE - A

- The firms must be certified by ISO 9001:2008 for quality standards for LAN networking and its peripherals.
- The firm must be registered as limited or private limited under the Companies Act.
- All repairs and servicing of equipment shall be carried out on site. In exceptional circumstances where the equipment/component is/are to be taken to the companies premises/service centre for repair standby component shall be made available. The equipment being taken to the workshop for repair would be at company own risk and expenses during the warranty period. Necessary returnable gate pass shall be issued by ICGEB.
- The replacement of components or equipment shall be as per manufacturer's instruction under orders of IT Division.
- Any damage or loss cost to equipment due to negligence, mishandling shall be made good by contractor either by payment in cash at the prevailing market price of the equipment/items or by replacing equipment/item of same make and specification. The contractor shall maintain and use genuine/original components for replacement wherever needed.
- The vendor will also give the charges of installation of fresh LAN Nodes, Switches, Cabling etc and its all accessories, unit wise with specifications, during the period of the bid.
- Each paper of the tender should be signed and stamped by the bidder with the seal of the firm.
- The operating environment conditions in which the equipment are presently installed are quite satisfactory. The vendor will not raise any conditions/objections with regard to the working environment for the equipment covered under this bid would be given on as-is-where-is basis and if any items required shall be arranged by bidder.
- In the event of any dispute the decision of ICGEB would be final, binding and conclusive upon the vendor for all intents and purposes.
- ICGEB may impose any other conditions as deemed fit and proper at the time of awarding of the contract.
- ICGEB may impose further liquidated damages as it think fit for any delay/defective work or material etc.
- The articles of hardware to be supplied by the bidder should conform to the standard specifications. It must be of good quality, strength and branded and before installing the hardware, vender will take the permission from the office.

- **Anything left out in the scope of work, but is required for smooth working / installation of networking switches and its associated accessories will required to be provided by the bidder without any additional cost**
- **Comprehensive maintenance includes free replacements / rectifications of any faulty Hardware component, Software or applications fault or replacement of complete equipment itself including switch configuration etc / any addition / alteration in IDs to the extent of maximum capacity of equipment and also providing all technical support.**
- **The replacement of all spares of hardware is included under the CMC. Defective parts will be replaced with good and standard quality spares by the vendor without any extra charges of any kind.**
- In case, if any item is not repaired or standby is not provided within 24 hours, ICGEB may elect/choose to get the same repaired or replaced from any other outside agency and the cost & expenditure incurred therein shall be recovered from selected vendor during the period of warranty

COMMERCIAL AND GENERAL TERMS & CONDITIONS

Scope of Supply:

- Sealed Bids should be submitted in the prescribed form and should be addressed to **Procurement Manager, International Centre for Genetic Engineering & Biotechnology, Aruna Asaf Ali Marg, New Delhi – 110067.**
- **The Bidder is free to inspect the installation location in the premises** of International Centre for Genetic Engineering & Biotechnology, Aruna Asaf Ali Marg, New Delhi – 110067 before submitting the quotes.
- The rates quoted against this Bid shall be valid for a period of 60 days from the date of opening of the Bid.
- Submission of the Bid implies that these conditions of Bid have been read by the Bidder and is aware of the scope of the supply and the quality of the material to be supplied. The final acceptance of the Bid rests with ICGEB, who reserves the right to accept or reject any or all Bids without assigning any reason thereof.
- The bidder shall note that the work needs to be carried out at ICGEB site and no damage shall be carried out to the existing fittings and fixtures, the glass façade etc. Any damage arising during the installation and commissioning phase shall be borne by the bidder.
- The selected contractor has to work between 9.00 AM to 5.00 PM from Monday to Friday. Approval should be taken for any extension of working hours in advance from the concerned authority at ICGEB
- Extra Items: During the execution of work, the contractor may require to execute certain additional/extra items in order to complete the job/works beyond the BOQ for which no rates are available. The payment for such extra/deviated items shall be paid as per rate approved on the basis of rate analysis. Before execution of extra work, the rate analysis may be forwarded to Administrative Officer duly certified by the ICGEB representative for approval of the Director, ICGEB. No post facto approvals will be entertained
- Training: - Bidder will provide training of Minimum 7 days to the technical team of ICGEB for operation and day-to-day maintenance of the system
- Bidder will provide detailed time lines for Delivery, installation, testing, commissioning and acceptance schedule along with financial bid.
 - a) Time required for delivery after placement of order.
 - b) Time required for installation & commissioning after supply.

- c) Time required for getting our acceptance after commissioning
- Jurisdiction - The Contract shall be construed in accordance with and governed in every respect by the laws of India and all actions arising out of or connected with the Contract shall be brought in the Courts of Delhi.

Submission of Bid:

- Bids received in open covers / letters / fax / telegram / email will not be considered.
- The Bids received after the stipulated date and time or Bid received with conditions will not be accepted. Bids not submitted in the prescribed form will be rejected.

Validity of Bid:

- The Bid shall be valid for a period of 60 days from the date of opening of the Bid. The rates quoted in the Bids shall be treated as firm during this period of contract.
- No representation for the enhancement of the prices of the accepted Bid or alteration of the terms and conditions will be entertained till supplies are completed.

Offers ready stock/ Subject to prior sale:

- Offers from ready stock are preferred. In case the offers are subject to prior orders, the Bidder shall indicate the period within which the ordered quantity will be supplied.
- Failure to complete the Supply/Installation/testing /Commissioning/Acceptance within the time period specified in the purchase order, ICGEB may without prejudice to its other remedies under the agreement, levy as penalties a sum equivalent to 0.7% per week if complete order does held within the stipulated time until actual delivery of performance.

Guarantee of Quality and Warranty of goods supplied :

- The equipment offered shall conform to the specifications as given in Bid/order and shall be guaranteed against defective design, defective quality material supplied, manufacturing defects etc. for a minimum period of 12 months from the date of installation and configuration.
- The Bidder have right to offer warranty more than 12 months from the date of installation and configuration this aspect would certainly be taken into consideration.
- Warranty support: Warranty Terms all goods/materials (including Cabling)/Labour work shall be supplied/carried out strictly in accordance with the specifications. All materials supplied by the Bidder shall be guaranteed to be of the best quality of their respective kinds and shall be free from faulty design, workmanship and materials for a period of one year after successful commissioning of the entire system. The Bidder shall be responsible for the warranty support and also for the post warranty support and as required by the ICGEB.

Packing:

- The supplier shall provide packing of the goods, as is required to prevent their damages or deterioration during the transit to their final destination as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit.
- The equipment shall be securely boxed, crated and protected from mechanical damage, moisture etc. suitable for both storage and transit according to the nature of the material and mode of transport.

Price:

- The price shall be firm and shall exclude all applicable taxes. Any variation in the taxes duties, levies etc. during the period of supplies shall be to the Bidder account. The rates quoted shall be all inclusive, with the delivery, up to destination ICGEB New Delhi. ICGEB shall issue necessary exemptions certificates as and when required by the bidder. The Bidder should note this while quoting the rates. The price shall be quoted both in figures and words.
- The Bidder shall submit the copy of PAN Number, TIN Number registration details along with the Bid.

Delivery:

- The successful Bidder shall complete supplies strictly within the accepted delivery period. Material ordered by the ICGEB shall be delivered DDP destination securely packed as may be necessary.
- The Equipment shall have to be delivered at and installed at ICGEB, New Delhi and to be operationalized to the satisfaction of ICGEB.
- Installation & Configuration would have to be carried out at ICGEB, New Delhi. The comprehensive catalogue which includes instructions for Operation, Maintenance, Trouble shooting & all other areas which are necessary for smooth functioning of equipment, shall be provided along with the equipment by Bidder.

Payment:**For Networking Switches and Accessories – Annexure -C**

- Payment shall be made 100% against delivery of items on request of the supplier within 15 days. The Bidder shall submit the documents like Delivery Note and Invoice.

For Low Side Work – Annexure - D

- 100% Payment shall be made within 15 days only after satisfactory installation and complete configuration all items.

Claims:

- If the material supplied are found to be off size and shape different than those in the accepted offer and are of specifications lower than those stipulated in the accepted offer, ICGEB shall have right to totally reject the goods and/or to prefer a claim for compensation for the part of goods, which are rejected. The supplier shall reimburse to ICGEB, the actual expenditure incurred, on such goods, within 15 (fifteen) days of its demand.
- The supplier shall be responsible for arranging the rejected goods to be removed at his cost from ICGEB premises.
- The supplier shall also compensate for losses, if any, sustained by ICGEB due to defective packing and/or wrong marking of the goods. We confirm with our acceptance to the Commercial & General Terms & Conditions as given above.

Documents - Details to be enclosed with the bid are as under:

- In case the indenting Bidder is Authorised Dealer, they shall have to possess valid authorized Dealership license from prime manufacturer for supplying, installing and configuration of similar equipment. The Original copy of the same shall be enclosed along with the bid of Bid.

- Attaching a copy of similar work order / purchase order during the last two years i.e. Supply, Installation, Testing and complete configuration will be an added advantage.
- The Bidder shall attach the duly signed and stamped on each page of this Annexure - B documents as detailed under and place along with the Bid.
- The Bidder shall submit all supporting information with respect to the technical data, drawings or booklets of product. Any product brief, test certificates available may be enclosed. Any optional spares/ Accessories/ Tooling, if the Bidder feels are necessary for the better performance of the equipment, their technical details with respect to their use and advantage, along with the price shall be given in the Bid. The warranty period should also be mentioned.
- The offer with rates for the schedule of requirements of items, as elaborated under, to be submitted. Adhering to the format given below is a Pre-requisite for considering your quotations:
- The rate quoted above should be inclusive of basic price. However, statutory levies and taxes, duties, packing, forwarding & transportations charges shall be indicated separately.
- Rates should only be clearly quoted in the accounting units (A/U) mentioned in above format. Rates must be quoted clearly on DDP basis at ICGEB, New Delhi