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**GOVERNMENT OF ASSAM**

**BIDDING DOCUMENT**

**For Re-Retender**

for the work

**Supply & Installation of Internet Service Provider (ISP) Services for providing Internet Connectivity with data pack of 3500GB/month for one year at 100mbps Bandwidth and allied activities at Directorate of Fisheries, Assam, Guwahati-16**



**OFFICE OF THE DIRECTOR OF FISHERIES  
ASSAM, GUWAHATI-16**

Phone- 0361-2545104; Email: [dirfishassam2019@gmail.com](mailto:dirfishassam2019@gmail.com)  
Departmental Website: "https://fisheriesdirector.assam.gov.in"

GOVERNMENT OF ASSAM  
DIRECTORATE OF FISHERIES  
ASSAM, GUWAHATI-16

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**SECTION - I**  
**Notice Re-Re-invitation Quotation**  
**(NIQ)**

**GOVERNMENT OF ASSAM  
DIRECTORATE OF FISHERIES  
ASSAM, GUWAHATI-16**

**NOTICE RE-REINVITING QUOTATION**

Sealed quotations affixing nonrefundable court fee stamp of Rs. 8.25 (Rupees Eight and paisa twenty-five) only are re-invited by the Directorate of Fisheries, Assam, Guwahati from reputed service providers, Firms, Contractors etc. for the following supply & installation work. The last date of submission of quotation at the office of the undersigned is 27<sup>th</sup> Sept, 2022 up to 12.00 Noon. The quotations will be opened on the same day at 12.30 pm where the quotationers or their authorized representative may be present.

SL	Name of Work	Approximate Value of work	EMD	Cost of bid document	Time of execution
1	Supply & Installation of (i) Internet Service Provider (ISP) Services for Providing Internet Connectivity with data pack of 3500GB/month for one year with 100mbps Bandwidth (ii) one line interactive UPS 1000VA and (iii) LAN extension work to 10 officers at Directorate of Fisheries, Assam, Guwahati-16	Rs. 90,000.00	Rs.1,800.00 for General caste and Rs.900.00 for SC / ST / OBC / MOBC/GE	Rs. 100.00	1 (one) month

Intending quotationers may see the details and download the **Bid document** from the website “<https://fisheriesdirector.assam.gov.in>” of the Deptt. of Fisheries, Assam from 21<sup>st</sup>Sept, 2022 up to 12.00 Noon on 27<sup>th</sup> Sept, 2022.

Sd/-  
Director of Fisheries  
Assam, Guwahati

Dated 21<sup>st</sup> Sept, 2022

Memo No.AF(E) 101/2022-23/9170-74

Copy:-(1) The Joint Secretary to the Govt. of Assam, Fishery Deptt, for favour of kind information.

(2) The Joint Director of Fisheries cum DDO, Directorate of Fisheries, Assam for kind information

(3) The Executive Engineer, Fishery Deptt. for information.

(4) The Web Information Manager, Directorate of Fisheries, Assam for information & necessary action.

(5) Office Notice Board.

Sd/-  
Director of Fisheries  
Assam, Guwahati

**SECTION - II**  
**INSTRUCTION TO BIDDERS**  
**(ITB)**

## 1. Scope of Quotation

- 1.1 The Director of Fisheries, Assam, Guwahati-16 re-reinvites quotations from reputed service providers, Firms, Contractors etc. having valid ISP License issued from DOT (Deptt. of Telecommunication) for the work/supply as detailed in the table given in NIQ. The quotationers are requested to read the bid document carefully and ensure compliance with all specifications/instructions herein. Non-compliance with specifications/instructions in this document may disqualify the quotationers from the bid exercise. The Director of Fisheries, Assam reserves the right to select or to reject any quotation wholly or partly without assigning any reason thereof. Incomplete bids, amendments and additions to bid after opening or late bids are liable to be ignored and rejected
- 1.2 Throughout this bidding document, the terms 'tender', 'quotation' and 'bid' and their derivatives (tenderer / quotationer / bidder/supplier, tender/quotation/bid/supply etc.) are synonymous.
- 1.3 Installation Requirements: -The installation of the connectivity shall be carried out in the office of the Director of Fisheries, Assam, Guwahati, Meen Bhawan. Any statutory requirement for installation and working of all equipment of the ordered Fiber/RF connectivity shall be responsibility of the bidder. Permission from various authorities may be the sole responsibility of the bidder.
- 1.4 Uptime Guarantee: - Vendor shall have to guarantee continuous uninterrupted internet line availability along with all the equipment supplied by them and should achieve minimum 95% uptime across 24x7 calculated on monthly basis.
- 1.5 Spares: - Vendor shall maintain the sufficient Spares for maintaining required uptime guarantee.
- 1.6 Training: Vendor shall provide basic training, free of charge for selected staff whenever required to do so by of Directorate of Fisheries, Assam.
- 1.7 The vendor shall furnish the details of their local centers to support and shall deploy only trained service personnel to resolve the issues which may arise. Maximum time to repair (resolve&recover) a reported break down should be 1 hours. Time for this purpose shall be measured as interval between the time of reporting the problem and the time when the problem is fully solved making the faulty components/functions fully operational.
- 1.8 If there is a need to shift the ISP modem/router or end point to any other location/room from the current location within the Meen Bhawan campus, the vendor needs to configure entire setup at free of cost during the period.

## 2. Source of Fund:

The Director of Fisheries, Assam, Guwahati is going to procure the work/supply from Establishment Expenditure Head.

## 3. One Quotation per quotationer

- 3.1 Each quotationer shall submit only one quotation for the work. A quotationer who submits or participates in more than one Quotation in the work (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the quotationer participation to be disqualified.

## 4. Cost of submission of Quotation

- 4.1 The quotationer shall bear all costs associated with the preparation and submission of this Quotation, and The Director of Fisheries, Assam, Guwahati will in no case is responsible and liable for those costs. No Quotationer shall be entitled to claim any expenses /charges incurred by him or incidental therein in connection with submission of Quotation. The quotationers has to submit the cost of bid document as detailed in cl.19.6

## **5. Clarification of Bidding Documents**

- 5.1 A prospective quotationer requiring any clarification of the bidding documents may contact the office of the undersigned during office hours before last date of submission of the quotations.

## **6. Amendment of Bidding Documents**

- 6.1 Before the deadline for submission of quotations, The Director of Fisheries, Assam, Guwahati may modify the bidding documents by issuing addenda.
- 6.2 Any addendum thus issued shall be a part of the bidding documents and shall be published in the website as information to all the purchasers of the bidding documents. The Director of Fisheries, Assam, and Guwahati will assume no responsibility for not viewing the website by the quotationers.
- 6.3 To give prospective quotationers reasonable time in which to take an addendum into account in preparing their quotations, The Director of Fisheries, Assam, Guwahati may, at his discretion, extend as necessary the deadline for submission of quotations, in accordance with Sub – Clause 14.2 below.
- 6.4 All amendments issued will be published on the website – “<https://fisheriesdirector.assam.gov.in>”. It is the prerogative of the contractors to visit the aforementioned site for corrigendum, addendum and amendment notices. These notices have to be read in conjunction with the bid document and have to be signed and submitted manually along with the quotation.

## **7. Language of the Quotation**

All documents relating to the quotation shall be in the English Language.

## **8. Documents Comprising Quotation**

- 8.1 The quotation to be submitted by the quotationer shall include the following:
- i) Duly signed Bidding Document (should be signed on each & every pages)
  - ii) Tender fee and EMD in the form specified in Cl.19.6
  - iii) Qualification Information, supporting documents, Certificates and undertaking.  
(should be signed on each & every pages)
  - iv) Undertaking that the bid shall remain valid for the period specified in Clause 10.1
  - v) Form of Quotation/Bid (neatly filled and signed).

## **9. Currencies of Quotation and Payment**

- 9.1 The unit rates and the prices shall be quoted by the quotationer entirely in Indian Rupees. All payments shall be made in Indian Rupees.

## **10. Bid Validity**

- 10.1 Bids shall remain valid for a period not less than **180 days** after the deadline date for quotation submission specified in Clause 14. A quotation valid for a shorter period shall be rejected by The Director of Fisheries, Assam, Guwahati as non-responsive.
- 10.2 Deleted
- 10.3 Deleted.
- 10.4 Quotation evaluation will be based on the quotation prices without taking into consideration the above correction.

## **11. EMD/Bid Security**

- 11.1 The Bidder shall furnish, as part of his Bid, a EMD/Bid Security in the amount as shown in the Table of IFB for this particular work. The bid security shall be in favour of the **Director of Fisheries, Assam, Guwahati**, in one of the following forms:
- a) DELETED
  - b) Bank Guarantee from any Nationalized/Scheduled Indian Bank (A written confirmation in the Bank's letterhead confirming the authenticity of the Guarantee shall be furnished along with the Guarantee).
  - c) Fixed Deposit Receipt/TDR issued by any Nationalized /Schedule Indian Bank. (EMD/Bid security for bidders under SC/ ST/OBC/ MOBC categories will be half of the Bid security specified for Gen caste).
- 11.2 EMD/Bid Security issued as security for the bid shall valid for 45 days beyond the initial validity of the bid.
- 11.3 Any bid not accompanied by an acceptable EMD/Bid Security and not secured as indicated in Sub-Clause 11.1 and Sub Clause 11.2 above shall be rejected by the Director of Fisheries, Assam, Guwahati as non-responsive.
- 11.4 Unless there is any challenge on the bid/ bid process in any court of law, the Bid Security of unsuccessful bidders will be returned within 28 days of the end of the validity period specified in Sub clause 10.1.
- 11.5 The EMD/Bid Security of the Successful Bidder will be discharged when the bidder has signed the Agreement and furnished the Performance Security.
- 11.6 The EMD/Bid Security may be forfeited
- a) If the Bidder withdraws the Bid after Bid opening during the period of Bid Validity;
  - b) If the Bidder does not accept the correction of the Bid Price, pursuant to Clause 18; or
  - c) In the case of a successful Bidder, if the Bidder fails within the specified time limit to:
    - i) Sign the Agreement; or
    - ii) Furnish the required Performance security.

## **12. Format and Signing of Bid**

- 12.1 Deleted.
- 12.2 The bid shall be typed or written in indelible ink and all pages of the bid document, Certificate furnished in support of qualification information and others must be signed by the bidder or a person or persons duly authorized to sign on behalf of the Bidder as a token of acceptance of the terms and conditions laid down by the Director of Fisheries, Assam, Meen Bhawan, Guwahati-16.
- 12.3 The Bid shall contain no alterations or additions, except those pursuant to Clause 18

## **13. A) SUBMISSION OF QUOTATION:**

- 13.1 Quotation document along with all necessary documents should be submitted with signature of the Quotationer on each page and should be in a sealed envelope. This shall be treated as acceptance of all T&Cs by the quotationer and as a part of the agreement for fulfillment of the contract.
- 13.2 The rate offered should be written both in figure and words and no crossing or overwriting shall be entertained in the Quotation. Quotationer should submit their rate in the Form of Quotation enclosed with quotation document. In case of any discrepancy between quoted rates, the rate offered in word will be considered.
- 13.3 deleted



- 13.4 The Quotationer is required to quote a firm offer in the price Quotation (Form of Quotation), inclusive of all prevailing taxes, including GST, duties, cess, levies, royalty, transportation cost, packaging cost, delivery cost, loading-unloading cost, turnover tax or any other tax on material etc as applicable for the assignment.
- 13.5 deleted
- 13.6 In case of any Quotation where unit rate of any item/items appear unrealistic such Quotation will be considered as unbalanced and in case the Quotationer is unable to provide satisfactory explanation such a Quotation is liable to be disqualified and rejected.
- 13.7 Quotation must be delivered directly in the specified box in the Directorate of Fisheries, Assam, Guwahati.

#### **B) Sealing and Marking of Quotations**

- 13.8 The Quotationer shall seal the hard copy of the Quotation in envelope
- 13.9 Quotation to be opened on date&time as specified in NIQ.  
The contents of Quotation will be as specified in Clause 8.1
- 13.10 The envelopes containing the Quotation shall
- d) Be addressed to The Director of Fisheries, Assam, Guwahati.
  - e) Bear the identification, i.e., “NIT reference” and “name of work” etc.
- 13.11 In addition to the identification required in Sub-Clause 13.1, the envelope shall indicate the name and address of the quotationer to enable the quotation to be returned unopened in case it is declared late, and if the Evaluation Committee declares the Quotation as non-responsive pursuant to Clause 17.
- 13.12 If the outer envelope is not sealed and marked as above, The Director of Fisheries, Assam, Guwahati will assume no responsibility for the misplacement or premature opening of the quotation.
- 13.13 Any document, if found not readable / illegible will not be considered for evaluation& summarily rejected.

#### **14. Deadline for Submission of Quotations**

- 14.1 Complete Quotations must be received by The Director of Fisheries, Assam, Guwahati at the address specified above not later than the date&time indicated in N.I.Q. In the event of the specified date for the submission of quotations declared as holiday on the date of receipt of the quotations as specified the quotations will be received and opened on the next working day at the same time and venue
- 14.2 The Director of Fisheries, Assam, and Guwahati may extend the deadline for submission of quotations by issuing an amendment in accordance with Clause 6, in which case all rights and obligations of The Director of Fisheries, Assam, Guwahati and the Quotationers previously subject to original deadline will then be subject to the new deadline.

#### **15 Late Quotations**

- 15.1 Any Quotation received late by The Director of Fisheries, Assam, Guwahati after the deadline prescribed in Clause 14 will be returned unopened to the quotationer.

#### **16. deleted**

#### **17. Quotation Opening**

- 17.1 The Bid Committee will open all the Quotations received (except those received late), in the presence of the Quotationers or their representatives who choose to attend at time, date and the place specified in N.I.Q. In the event of specified date of Quotation opening being declared a holiday on the date of receipt of the quotations as specified the quotations will be received and opened on the next working day at the same time and venue.
- 17.2 deleted

- 17.3 The envelope containing the Bid shall be opened. The inner envelope marked, "Cost of Bidding Document downloaded from internet" will be opened first and if the cost of the Bidding document is not there or incomplete, the remaining bid documents will not be opened and bid will be rejected. The amount, form and validity of the EMD/Bid security furnished with each bid will be announced. If the bid security furnished does not conform to the amount and validity period as specified in the Invitation for Bid, and has not been furnished in the form specified in Clause 11, the remaining bid will be returned to the bidder.
- 17.4 i) The Bid Committee will finalize the list of responsive quotationers, whose quoted rates are eligible for consideration.
- 17.5 deleted
- 17.6 At the time of opening of Quotation, the names of Quotationers responsive their quoted rate/amount will be announced.

## **18. Correction of Errors**

- 18.1 The quotations determined to be substantially responsive will be checked by The Bid Committee for any arithmetic errors. Errors will be corrected as follows:
- i) Where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and
  - ii) Where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- 18.2 The amount stated in the quotation will be corrected by The Bid Committee in accordance with the above procedure and the quotation amount adjusted with the concurrence of the Quotationer in the following manner:
- i) If the Quotation price increases as a result of this correction, the amount as stated in the quotation will be the 'quotation price' and the increase will be treated as rebate;
  - ii) If the Quotation price decreases as a result of this correction, the decreased amount as stated in the quotation will be the 'quotation price'.

Such adjusted bid price shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the EMD/Bid security may be forfeited in accordance with Sub-Clause 11.6 (b).

## **19. Terms & Condition:**

- 19.1. The quotationer should be a reputed service provider, Firms, Contractors etc
- 19.2 No quotation/quotation will be accepted after the stipulated date and time as mentioned.
- 19.3 The proposed supply work/supply may be increased as per need of this office and no payment will not be considered against incomplete work/supply and found not satisfactory by this office
- 19.4 The undersigned reserves the right to accept or to reject any or all the quotation/quotation without assigning any reasons whatsoever and he does not bind himself to accept the lowest quotation.
- 19.5 All taxes including GST, duties, cess, levies, royalty, transportation cost, packaging cost, delivery cost, loading-unloading cost or any other tax on material etc. required in connection with the work/supply payable by the Quotationer under the contract, or for any other cause shall be included in the rates, prices submitted by the Quotationer. No extra amount will be borne by the Department
- 19.6 The quotationers will have to furnish the following with the bid:
- i) Court Fee stamp of Rs.8.25.
  - ii) Copy of ISP License issued from DOT (Deptt. of Telecommunication)

- iii) The quotationer/quotationers submitting bids in the name of a partnership firm/manufacturer/company will have to submit a copy of Notarized Power of Attorney.
- iv) Tender Fee/Cost of Bid Document which must be in the form of Demand Draft from any Nationalized bank/Regional/Scheduled Indian bank payable at Guwahati in favour of “**Director of Fisheries, Assam, Guwahati-16**”
- v) EMD/Bid Security which must be in the form of FDR/TDR from any Nationalized/Regional/Scheduled bank payable at Guwahati in favour of “Director of Fisheries, Assam, Guwahati-16”.
- vi) Documents of Experience of doing similar work/supply during the period of last three financial years and current year.
- vii) Copy of PAN.
- viii) Copy of GST registration.
- ix) Copy of Trade License upto date

19.7. Quotationers are required to produce the original documents for verification by the Tender Committee as and when asked for.

19.8. deleted

19.9. The Quotationers are subjected to disqualification, if they have:

- i) Made misleading or false representations in the forms, statements and attachments submitted in proof of the requirements.
- ii) Indulged in unlawful means in obtaining/submitting Quotations.

19.10 The successful quotationer must have to complete the supply and installation within stipulated time from the date of issue of formal supply order from the undersigned following signing the agreement with the undersigned and deposit of Performance Security Deposits.

19.11 The item after supply, if not found conforming as per specification will be summarily rejected.

19.12 Rejected items shall be taken back by the quotationer at their own cost within 10 (ten) days of the notice of rejection and should be replenished within next 10 days.

19.13 **Warranty:-**

- a) One (1) year warranty has to be provided by the firm from the date of the satisfactory installation / commissioning of equipment against the defect of any manufacturing, workmanship and poor quality of components. In case, there is any variation in the warranty as per the specification of the item equipment, the warranty as specified in the specifications shall be final.
- b) The supplier shall provide free maintenance services during the period of warranty. The maximum defect restoration time should not be more than 10 (ten) days. In case the defect/ malfunction of an item cannot be rectified within 10 (ten) days the supplier will be required to arrange for immediate replacement of the same till it is repaired & delivered at their own cost.

20. deleted.

## 21. **ELIGIBILITY CRITERIA:**

- a) This Invitation for Quotations is open to quotationers who are a service provider, Registered Supplier, Firm, Contractor, partnership firm or alimited Company under Indian Laws having experience as mentioned in NIQ.
- b) The bidder should have valid ISP License issued from DOT (Deptt. of Telecommunication) (Attach certificate)
- c) The Quotationer should submit all necessary documents as specified in the NIQ.
- d) The bidder should have executed similar project for bandwidth provisioning in govt. or private sector.(Attach certificate)
- e) The bidder should not have been blacklisted in any Government/Government undertaking/Public sector companies. A self-declaration undertaking by the bidder should be submitted along the bid.

## **22. RIGHT TO ACCEPTANCE / REJECTION OF QUOTATION:**

22.1 The right of acceptance of Quotation rests with the Bid Committee who does not bind itself to accept the lowest Quotation and also reserve the right to reject any or all the Quotation(s) received without assigning any reason whatsoever. Any dispute arises in future will be finalized by the Department of Fisheries, Government of Assam.

22.2 Quotations imposing any extra conditions of their own will not be entertained.

22.3 No price escalation will be granted.

## **23 PERFORMANCE SECURITY: -**

- a) Within 15 (fifteen) days of receipt of the notification of award by the supplier, as a security for due performance of the contract, the supplier shall furnish performance security to the purchaser for an amount equivalent to 5% of the total contract value in the form of a Bank Guarantee/TDR/FDR from any Nationalized/Regional/Scheduled bank payable at Guwahati in favour of “**Director of Fisheries, Assam, Guwahati-16**” with a validity for 12 months from the date of commissioning of the supplied item. If the successful quotationer, upon receipt of notification of award, fails to furnish the performance Bank Guarantee within the stipulated time, the notification of award issued shall be automatically got withdrawn and cancelled. During course of time the Performance Security Deposit may have to be revalidated in case of late commissioning of equipment and bank charge/cost if any should be borne by the supplier.

## **24. AWARD OF CONTRACT:**

- a) After fulfillment of criteria in the evaluation process and approval from competent authority the notification of award i.e., L.O.A. (**Letter of Acceptance**) will be issued in favour of selected supplier for supply at approved rates. However, lowest evaluated price shall not be the sole criteria for award of contract.
- b) Within 15 (fifteen) days of receipt of the notification of award i.e., L.O.A, on signing the agreement and submission of **Performance Security Deposit@ 5%** by the selected quotationer, the Director of Fisheries, Assam will award the contract to the selected quotationer.
- c) On acceptance of the Bid, the Bidder shall name in writing his accredited representative(s), would be responsible for taking instructions from the Department.
- d) On submission of the Performance Security Deposit by the successful bidder, the EMD/Bid Security will be returned to him by the authority

## **25 DELIVERY & INSTALLATION:**

25.1 Goods/Machineries ordered shall be delivered and installed at site indicated in the purchase order within stipulated time from the date of issue of the purchase order for each project/phase wise. All the aspects of safe delivery shall be the exclusive responsibility of the supplier.

**25.2 Extension of Delivery Period:** If the supplier would unable to complete the project / order within the stipulated time, for which the supplier is responsible, it is required to request for the extension of the delivery period, it may be extended with justified reasons. In case the supplier would fail to complete the order within the stipulated time, Buyer reserves the right to cancel the contract / order and performance security may be forfeited.

## **26 PENALTY FOR DELAYED SERVICES / LD:**

As time is the essence of the contract, Delivery period mentioned in the Purchase Order should be strictly adhered to. Otherwise, the Director of Fisheries, Assam, Guwahati will forfeit PSD/SD and also LD (Liquidated Damage) clause may be applicable /enforced.

If the supplier fails to Supply and install the equipment as per specifications mentioned in the order within the due date, the Supplier may be liable to pay liquidated damages of 1% of order

value per every week of delay subject to a maximum of 10% beyond the due date. Such money will be deducted from any amount due or which may become due to the supplier.

The Director of Fisheries, Assam, Guwahati reserves the right to cancel the order in case the delay is more than 4 weeks. Penalties, if any, will be deducted from the Security Deposit.

**27 SATISFACTORY INSTALLATION/ FUNCTIONAL DEMONSTRATION:** Satisfactory installation / Functional Demonstration and handing over of the equipment mean the faultless functioning of the equipment.

**28 TRAINING OF PERSONNEL:**

The supplier shall provide the technical training to the personnel involved in the use of the equipment at the site of installation, immediately after completing the installation of the equipment at the company cost if asked by the authority.

**29 MERGER / ACQUISITION OF FOREIGN PRINCIPAL:**

In case of merger of Foreign Principal with another Firm or acquisition of Foreign Principal by another firm, it shall be obligatory for the New Entity so formed after the merger of the Acquiring Firm, as the case may be, to take over all the duties and obligations / liabilities of the Foreign Principal and the New Entity / Acquiring Firm would *ipso facto* become liable for all acts of commission or omission on the part of original Foreign Principal as well as Indian Agent.

**30 CHANGES OF INDIAN AGENT:**

In case the Foreign Principal changes in Indian Agent then it shall be obligatory for Foreign Principal to automatically transfers all the duties and obligations to the New Indian Agent, failing which the Foreign Principal would *ipso facto* become liable for all acts of commission or omission on the part of New Indian Agent.

**31 SERVICE MANUAL/CIRCUIT DIAGRAM**

It is specifically required that the quotationers will supply all the operating & service manuals and circuit diagrams along with the equipment/machineries.

**32 INSURANCES:**

The equipment to be supplied will be insured by the vendor against all risks of loss or damage from the date of shipment till such time it is installed at site.

**33 SERVICE FACILITY:**

At the time of installation, the supplier should inform about the service set up in Guwahati and how capable they are to provide after sales services. The bidder has to provide service regularly and as and when sought for during the warranty period of one year.

**34 SERVICE UPTIME:**

The bidder shall ensure an uptime of 95% for the entire duration. ISP will ensure maintaining services from the nearest service center which should be well equipped with service engineers and sufficient spares. The vendor will do preventive maintenance once a month for upkeep of the system.

**35 PENALTIES FOR DOWNTIME:**

(a) If the services remain down for any reason for more than 2 hours including Saturday and Sunday, then 0.5% of the proportionate contract value may 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 may be deducted as penalty.

(b) However, if the services remain down for more than a week then 1.5% of the proportionate contract value may be deducted as penalty for each such weeks up to two weeks after which the security deposit may be invoked and the authority will have right to cancel the order and go for any other ISP.

**36. PAYMENT PROVISION:**

- a) There is no provision of mobilization/ any other advance to the approved quotationer.
- b) The Quotationer should produce delivery challan in triplicate and invoice/bill in triplicate for making payment.
- c) Payment will be made to the successful quotationer on receipt of the item in good condition at the destination point duly certified signed with stock entry on the body of challan by authorized representative and subject to receipt of necessary fund.

**37. ARBITRATION AND LAWS:**

In case of any dispute or difference arising out of or in connection with the bid conditions / order and Contract, the Director of Fisheries, Assam, Guwahati and the Supplier will address the dispute / difference for a mutual resolution and failing which, the matter shall be referred for arbitration to a sole Arbitrator to be appointed by the Director of Fisheries, Assam, Guwahati. The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at Guwahati only. The resolution of the Arbitrator shall be final and binding on both the parties.

**38. JURISDICTIONS:**

The courts at Guwahati alone will have the jurisdiction to try any matter, dispute or reference between parties arising out of this bid / contract. It is specifically agreed that no court outside and other than Guwahati court shall have jurisdiction in the matter.

**39. CORRUPT OR FRAUDULENT PRACTICES**

The Director of Fisheries, Assam, Guwahati will reject a proposal for award if it determine that the Quotationer recommended for award has engaged in corrupt or fraudulent in competing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract with other department and any other agencies, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for the contractor, or in execution.

**40. WHERE THE QUOTATIONER/BIDDER/SUPPLIER WILL QUOTE HIS RATE?**

The Quotationer/Bidder/Supplier has to quote the rate/value in the “**Form of Bid**” against the work/supply.

**41. PROCESS TO BE CONFIDENTIAL**

Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other person officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Director of Fisheries, Assam in processing of Bids or award decision may result in the rejection of his Bid.

Director of Fisheries, Assam  
Guwahati – 780016

**SECTION – III**

**TECHNICAL SPECIFICATION**

## TECHNICAL SPECIFICATION

For Supply & Installation of (i) Internet Service Provider (ISP) Services for Providing Internet Connectivity with data pack of 3500GB/month for one year with 100mbps Bandwidth (ii) Aline interactive UPS 1000VA and (iii) LAN extension work to 10 officers at Directorate of Fisheries, Assam, Guwahati-16

SL.	Item	Specification
1.	Service	Internet Service Provider (ISP) Services for Providing Internet Connectivity capable for 41 users in all floors of 4storeied building (Meen Bhawan) via necessary modems, switches and LANs.
2	Bandwidth	100mbps
3	Data Pack	3500 GB/month for one year
4	Line interactive UPS	Supply & Installation of aLine interactive UPS 1000VA to be connected with modem and switch etc.including necessary wiring etc.
5	LAN extension work	LAN extension work to 10 officers, tables.

Director of Fisheries,  
Assam, Guwahati



**SECTION – IV**  
**(FINANCIAL BID)**

**FORM OF BID**

## FORM OF BID

Name of work/supply: - Supply & Installation of (i) Internet Service Provider (ISP) Services for Providing Internet Connectivity with data pack of 3500GB/month for one year with 100mbps Bandwidth (ii) One line interactive UPS 1000VA and (iii) LAN extension work to 10 officers at Directorate of Fisheries, Assam, Guwahati-16

**To The Director of Fisheries, Assam, Guwahati**

1. We offer to Execute the Work/supply describe above and remedy any defects therein in conformity with the terms & conditions, specifications and addenda for the

SL	Item	Unit	Qty	Rate (in Rs.)		Amount (in Rs.)
				In figure	In words	
1	Supply & Installation of Internet Service Provider (ISP) Services for Providing Internet Connectivity with data pack of 3500GB/month for one year with 100mbps Bandwidth	job	1			
2	Supply & Installation of a Line interactive UPS 1000VA to be connected with modem and switch etc. including necessary wiring etc.	job	1			
3	Supply & Installation of LAN extension work to 10 officers	job	1			
Total						
( Rupees..... )						

2. We undertake, if our Quotation is accepted, to commence the work/supply as soon as inreasonably possible time after the receipt of the award of contract and to complete the work/supply comprised in the Contract within the stipulated time stated in the document.
3. We agree to abide by this Bid for the period of **180** days validity from the date fixed for receiving the same, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. Unless and until a formal Agreement is prepared and executed this Quotation, together with your written acceptance thereof, shall constitute a binding contract between us.
5. We understand that you are not bound to accept the lowest or any bid you may receive.
6. We accept the appointment of expert if proposed by the Director of Fisheries, Assam, Guwahati as the Dispute Review Expert.
7. Certified that I will not claim anything in any shape from the Government if the work/supply order is curtailed or stopped at any stage for any reason thereof
8. I, the undersigned, do hereby agree not to discontinue maintenance of the awarded work even if there is no Running bill payment.
9. I, the undersigned, do here by certify that all the statements made in the required attachments are true and correct.
10. I do here by accept all T& C as per the Quotation Document
11. We undertake, our quoted rates will be same for at least 12 calender months without any enhancement of rates.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ /2022

**Name of quotationer/supplier .....**

**Signature & Seal of the Authorized Signatory of the quotationer/supplier**

**Address.....**

**SECTION – V**

**UNDERTAKING ETC.**

**FORMAT OF**

**UNDERTAKING REGARDING NOT BLACKLISTED**

I/we/ M/s .....  
(sole applicant/ Lead Member/ Member/ Affiliate) on behalf of (bidder/firm/company)  
..... do hereby declare and solemnly affirm that the  
individual/firm/company have not been blacklisted by Central Government/ State Government/  
PS/Autonomous body/ Supreme Court/ High Court of any State/ District Court of any State from participating  
in any Projects.

We further confirm that we are aware that, our Application for the captioned project would be liable  
for rejection in case any material misrepresentation is made or discovered at any stage of Bidding Process or  
thereafter during the agreement period and the amount paid (including performance security deposit) shall  
stand forfeited without any further intimation.

Dated ..... this the.....day of 2022

Name of Applicant.....

Signature of the Authorized Person.....

Name of the Authorized Person.....

**FORMAT OF**  
**BID VALIDITY UNDERTAKING**

I/we/ M/s .....  
(sole applicant/ Lead Member/ Member/ Affiliate) on behalf of (bidder/firm/company)  
..... do hereby declare and solemnly affirm that the  
individual/firm/company agree to abide this bid for a period 180 days for the data fixed for receiving the same  
and it shall be binding on us and may be accepted at any time before the expiration of that period.

Dated ..... this the.....day of 2022

Name of Applicant.....

Signature of the Authorized Person.....

Name of the Authorized Person.....