INVITATION FOR BIDS (IFB)

FOR WEB APPLICATION DESIGN, DEVELOPMENT, TESTING, IMPLEMENTATION, HOSTING, TRAINING AND MAINTENANCE OF CUSTOM WEB APPLICATION

IFB REFERENCE No: 6-23/NIVEDI/NSPAAD/2013-14 Date: 2-10-2014

The Director, National Institute of Veterinary Epidemiology and Disease Informatics (Formerly PD_ADMAS), Hebbal, Bengaluru invites sealed bids under two bid system (Technical Bid and Financial bid) from eligible bidders for the Web application design, development, testing, implementation, hosting, training and maintenance of Custom Web Application that will be used by the several aquatic animal (fishes) disease research centres located in India.

Tender Schedule No. 6-23/NSPAAD/NIVEDI/2013-14/, Item description: Web application design, development, testing, implementation, hosting, training and maintenance of Custom Web Application, Tender Fee: Rs.300/-, EMD: Rs.1,00,000/-.  

<table>
<thead>
<tr>
<th>Time schedule:</th>
<th>From 4-10-2014 to 17-10-2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue of tender forms</td>
<td></td>
</tr>
<tr>
<td>Date of pre-bid meeting at NIVEDI, Hebbal, Bangalore-560 024</td>
<td>10-10-2014</td>
</tr>
<tr>
<td>Last date for submission of the completed tender form/ offers</td>
<td>18-10-2014 (upto 4.00 PM)</td>
</tr>
<tr>
<td>Date of opening of the bids</td>
<td>20-10-2014 @ 11.00AM</td>
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</table>

Vendor makes presentation of their capabilities to execute the work (CWA) to NIVEDI in the pre-bid meet on 10-10-2014 at 11.00 AM. Attending pre-bid meet and to demonstrate their capabilities is mandatory. Bids submitted by the firms without participating in the pre-bid meet will not be considered.

Those firms which have participated in the pre-bid meeting held on 6th September, 2014 at this Institute and submitted their bids against our Invitation for bid ref. No. 6-23/NIVEDI/NSPAAD/2013-14 dated 19-8-2014 are not required to attend the pre-bid meet. However, they are free to submit their revised bid.

Tender documents and other details are available on the website www.pdadmas.ernet.in, which can be downloaded. However, the tender fee in the form of Demand draft should have been purchased on or before the last date for sale of tender forms which shall be appended to the filled form while submission.

The tender forms with details will also be issued on written request with tender Number and submission of non-refundable payment of tender fee in the form of a demand draft for Rs.300/- drawn on any scheduled bank in favour of ICAR UNIT: PD_ADMAS A/C, payable at Bangalore. No cheques are acceptable. The form will be issued between 10.00 AM and 4.00 PM on all working days till 17-10-2014.
In addition to satisfactory fulfilment of qualifying requirement stipulated under the conditions of the contract, the tenderer should have competency in designing, development, testing, implementation, hosting, training and maintenance of Custom Web application. The tender should clearly specify service facility upon expiry of the contract.

The completed tender documents addressed in favour of the Director, NIVEDI (formerly PD_ADMAS), Hebbal, Bengaluru- 560024 are to be deposited by due date and time i.e. by 16.00 hrs (IST) on 18-10-2014. Late/Delayed tenders, for what so ever reasons, will be rejected. The tenders will be opened on 21-10-2014 at 11.00 AM by the tender opening committee in the presence of intending tenderers who may wish to be present at that time. In the event of a holiday on account of any reason, the tenders shall be opened on the next working day at the same time.

The bids are liable for rejection, if they are incomplete, unsigned and specified EMD/tender form fee are not enclosed. The bidders are required to enclose pre-receipted Invoice/challan (annexure-iv) to enable this Institute to refund EMD of unsuccessful bidders. The quotation should be invariably marked on the top of the right hand Corner of envelop as quotation tender schedule No. and as quotation for “Web application design, development, testing, implementation, hosting, training and maintenance of Custom web application” & opening date) _________________. Right is reserved to ignore any or all tenders which fail to comply with the above instruction.

The Director, NIVEDI reserves the right to rejects any or all proposals without assigning any reason thereof as well as to accept the proposal which will be to the best suitable & advantage to NIVEDI as determined at the sole discretion of the Director of NIVEDI.

DIRECTOR
Instructions to bidders

DOCUMENT CONSTITUTING THE BID

The bid submitted by the bidder shall comprise of the following documents:

1. A bid form and price schedule
2. Documentary evidence establishing that bidder is eligible to bid and is qualified to perform the contract if its bid is accepted.
3. Bid security of Rs.1,00,000/- as per details mentioned under BID SECURITY CLAUSE
5. Turnover for the last two years to know the financial viability
6. Related type of works completed during last 4-5 years

Note: A bid which does not fulfill any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be declared unresponsive and summarily rejected.

BID SECURITY

The bidder shall furnish as part of its bid, a bid security of Rs,1,00,000/-. The bid security is required to protect the purchaser against risk of bidder’s conduct, which would warrant the security’s forfeiture.

The bid security shall be denominated in Indian rupees and shall be in one of the following forms:

A) Demand draft on a commercial bank in India, draft in favour of ICAR UNIT-PDADMAS a/c payable at Bangalore.

B) A bank guarantee, issued by a scheduled commercial bank in India in the form provided in Annexure -III and valid for 45 days beyond the validity of the bid. The original bank guarantee should be sent directly to the purchaser by registered post (A.D) by the issuing bank.

Any bid from a bidder, not secured in accordance with the clauses (A) & (B) will be summarily rejected by the purchaser, as non-responsive.

Unsuccessful bidders bid security will be discharged/returned as promptly as possible after the expiration of the period of bid validity prescribed by the purchaser, but barring any unforeseen circumstances, not later than 45 days of the award of contract.

The successful bidders bid security will be discharged/returned upon the bidders, signing and accepting the contract and furnishing the performance security.
The bid security may be forfeited:

A) If a bidder:

I. Withdraws its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder on the bid form: or

In the case of successful bidder, if the bidder fails:

I. To accept and sign the contract: or

II. To furnish performance security.

SCHEDULE OF REQUIREMENTS

The Custom Web Application (CWA) will try to meet the following purposes:

(i) CWA will deliver informatics & related predictions on aquatic animal diseases and highly focused onto all types of aqua-culture.

(ii) CWA will be a new and end-to-end development from the scratch. Currently to the best of our knowledge there is no such application existing in the country.

(iii) CWA will be administered and used by the select users of the Research Centers identified by the central authorities.

(iv) CWA will focus on providing informatics & disease predictions based on Data collected & collated at the village level, block level, district level, state level and national level.

(v) CWA will be a scalable, reliable, robust and user friendly web application designed using the latest & next generation web tools & technology platforms.

(vi) The whole life cycle of CWA project is expected to be for 4 years, including the design to implementation is expected to be for first three years. Since the required CWA product of NIVEDI is based on evolving specifications of the Informatics and Prediction Analysis, the complete implementation would have several versions and releases for a period of 4 years.

TERMS OF REFERENCE

1. CWA project is supposed to begin in 1st October, 2014 and complete life cycle (requirement gathering, design, development, testing, implementation, hosting, maintenance) will be for 4 years.

2. System Requirement Specs (SRS) gathering will go for approx 2 months. On signing off the SRS by both the parties, the other phases will begin.

3. SRS phase to Implementation phase and testing phase – will be done in NIVEDI office in Bangalore.

4. Hosting phase to Maintenance phase will be done in Lucknow, India.

5. Implementation and Training will be done in Lucknow. The vendor is expected to travel to Lucknow and complete the process of training the users and the admin team.

6. Separate Manuals (both soft & hard copies) are to be provided for the users.
7. Vendor is expected to have their own team & the environment setup for SRS phase to Testing phase.
8. Vendor will make arrangements for setting up proper communication means and team to interact with NIVEDI.
9. NIVEDI will interact very closely between the end users of CWA and the vendor during the SRS phase.
10. Considering about 300 concurrent users on the server, the vendor is expected to design and provide the software licenses. All the required hosting hardware will be provided by NIVEDI (ICAR).
11. CWA project will have following modules & sub-modules:
   a. Module for - Input data capture and formatting
   b. Module for – data upload to database
   c. Module for – data cleansing and data organizing
   d. Module for – Data analysis for various parameters like Date-wise, Month-wise, Year-wise, Species-wise, Area-wise, Zone-wise, species, culture type etc
   e. Module for – Data analysis in comparison to data from other sources (from other applications related to disease spread & predictions)
   f. Module for – Reports for various requirements of the users in the locations like Village, Blocks, Districts, State & Country levels, culture type species type etc.
   g. Module for – Reports with graphics and statistical analysis for disease predictions, disease analysis comparison to other data-sources
   h. Module for – Admin functionalities including user management, database management, migration of other data-sources into databases, back-ups and restoration, etc.

NIVEDI & vendor will mutually put down the acceptance criteria for the following phases are deliverables:

   i. Input Data capture & data modeling
   j. Data analytics modules
   k. Reports and prediction modules
   l. User acceptance test (UAT) on local servers at NIVEDI (to be done in Bangalore)
   m. Implementing on hosted server, training of users and admin at Lucknow (along-with manuals)
   n. Maintenance of CWA on hosted server (remotely and / or onsite)

<table>
<thead>
<tr>
<th>S No.</th>
<th>Deliverable</th>
<th>Estimated Lead time for Delivery</th>
<th>Estimated time of Acceptance of deliverable</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Document containing scope, process, requirement (SRS) of Input data capture &amp; modelling.</td>
<td>60 days</td>
<td>30 days</td>
</tr>
<tr>
<td>B</td>
<td>Complete design document, implementation flow charts, acceptance scenarios &amp; test cases, hosting process, maintenance process of the complete CWA project.</td>
<td>90 days</td>
<td>30 days</td>
</tr>
<tr>
<td>C</td>
<td>Demonstration of all the integrated &amp; running - Data capture screens, Reports and prediction modules.</td>
<td>120 days</td>
<td>30 days</td>
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</tbody>
</table>
Successful outcome of User Acceptance Tests at NIVEDI Bangalore, on the local server.  

60 days  30 days

Successful run of the CWA project on the hosted server, completion of training of users and admins, submission of operation manuals. Also includes fixing of the bugs reported.  

60 days  30 days

Maintenance and support of CWA on hosted server (remote / onsite). Review of Open and Closed calls, only minor bugs reported and fixed.  

2 years from the date of final installation  Review done for month and meetings on every QTR.

Total estimated time  4 years

Guidelines for acceptance will be signed at the time of final contract signing with the vendor.

For each of the deliverables it is important to provide the Design Docs (both High Level and Low Level), Flow Charts, Coding Standards, Source Codes, Test Scenarios, Test Results, Integration methods/process, Release Notes for each module, Change Specs and latest versions of the source-codes, etc. All these will be verified and approved by NIVEDI team for acceptance. If not meeting the original SRS specs and modified SRS specs, there will be delay in acceptance of the deliverables.

**STANDARD FORMATS FOR TECHNICAL AND FINANCIAL PROPOSAL**

Vendor to quote for the total price inclusive of all taxes for the total CWA project, including travel, lodging, boarding, software licenses for design, development, testing, implementation, hosting & maintenance and a three day training of scientists and admin. Staff at NBPG, Lucknow.

Production hardware & network connectivity will be provided by NIVEDI, Bangalore and NBPG, Lucknow.

NIVEDI – will decide the proportionate payment for each of the deliverables mentioned above. Current estimated payment break-up is as follows and NIVEDI has the right to make changes:

<table>
<thead>
<tr>
<th>For Sl. No of deliverable</th>
<th>% age of payment to be made</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>15%</td>
</tr>
<tr>
<td>B</td>
<td>10%</td>
</tr>
<tr>
<td>C</td>
<td>10%</td>
</tr>
<tr>
<td>D</td>
<td>10%</td>
</tr>
<tr>
<td>E</td>
<td>30%</td>
</tr>
<tr>
<td>F</td>
<td>25%</td>
</tr>
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</table>

The payments will be made against each of these accepted deliverables within 30 days. Any other payment terms will not be accepted by NIVEDI.
SUBMISSION OF BIDS

SEALING AND MARKING OF BIDS

The bidder shall submit the bids under two bid system viz. Technical bid and Financial bid. The bids shall be sealed in separate envelopes, duly marking the envelopes as “Technical bid” and “Financial bid” respectively. The **Technical bid** shall consist of profile of the firm, copies of VAT/Sales tax/Service tax registration, PAN Numbers, turnover for the last two years, related type of work completed during last 4-5 years, and **financial bid** shall consist only Bid form and Price.

The inner and outer envelopes shall be -

a) Addressed to the Director, National Institute of Veterinary Epidemiology and Disease Informatics, Hebbal, Bengaluru-560 024

b) Bear the invitation for bids (IFB) number, Particulars and the words “do not open before ________________

c) Each inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared “late” or if the invitation of bids (IFB) is cancelled.

d) If the outer envelope is not sealed and marked the purchaser will not assume any responsibility for the bids misplacement or premature opening.

e) Bids sent by telegram, telex, cable or facsimile are not acceptable and will be rejected.

DEADLINE FOR SUBMISSION OF BIDS

Bids must be received by the purchaser at the address specified under Submission of bids clause not later than the time and date specified in the schedule of requirements and the purchaser will provide a receipt (inter alias containing time and date of receipt) for the same, if that specified date happens to be a closed holiday for the purchaser, the bids will be received upto the appointed time on the next working day.

The purchaser may, at its discretion, extended this deadline for the submission of bids by amending the bidding documents, in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

LATE BIDS

Any bid received by the purchaser after the deadline for submission of bids prescribed by the purchaser, will be rejected and/or returned to the bidder.
MODIFICATION AND WITHDRAWAL OF BIDS

The bidder may modify or withdraw its bid after submitting the same, provided that written notice of the modification or withdrawal is received by the purchaser prior to the deadline prescribed for submission of bids.

The bidder’s modification or withdrawal notice shall be prepared, sealed, marked and despatched, a withdrawal notice may also be sent by telex or cable or facsimile, but the same must be followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

No bid may be modified subsequent to the deadline for submission of bids.

No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder in the bid form. Withdrawal of a bid during this interval may result in forfeiture of the bidder’s bid security.

BID OPENING AND BID EVALUATION

OPENING OF BIDS BY PURCHASER

The purchaser will open the bids in the presence of bidders’ representatives, who choose to attend, at the time, date and the place specified in the schedule of requirements if the specified date of bid opening is declared a holiday for the purchaser, the bids shall be opened at the appointed time and the location on the next working day.

The representative of a bidder, who intends to attend bid opening shall bring with him / her a letter of authority from the bidder on the bidders letter heads, duly authorizing him/her to attend the bid opening. In the absence of such a letter of authority, the representative(s) will not be allowed to enter and attend the bid opening. The bidders representatives, who attend the bid opening, shall sign a register (which will be provided by the purchaser) evidencing their attendance.

The bidders name, technical specification of the goods offered, bid prices, the presence or absence of the requisite bid security and such other details as the purchaser, at its discretion, may consider appropriate will be announced at the bid opening.

The purchaser will prepare appropriate minutes of the bid opening for its official record.

CLARIFICATION OF BIDS

During scrutiny and evaluation of bids, the purchaser may, at its discretion, ask a bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
BID EVALUATION CRITERIA AND SELECTION PROCEDURE

Bids will be evaluated as per the following criteria. Selection of vendor will be based on the highest scale obtained.

<table>
<thead>
<tr>
<th>SI No.</th>
<th>Evaluation Criteria</th>
<th>Scale of evaluation</th>
<th>Vendor 1</th>
<th>Vendor 2</th>
<th>Vendor 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Vendor’s proposal covering the major points as mentioned in the RFP document</td>
<td>1 - 10</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Presentations of their IT Solutions Development and Hosting skills.</td>
<td>1 - 10</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Awareness and knowledge on fisheries science domain and implementation of the projects</td>
<td>1 - 10</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>4</td>
<td>Vendor’s team and their capabilities in Industry.</td>
<td>1 - 10</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>5</td>
<td>IT Solution approach to requirement specifications of NIVEDI project.</td>
<td>1 - 10</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Capabilities of developing IT solutions for predictions models</td>
<td>1-10</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Number of years of IT supply after implementation</td>
<td>1-10</td>
<td></td>
<td></td>
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USE OF CONTRACT DOCUMENT AND INFORMATION

The developed software will be the sole property of NBPG, Lucknow and NIVEDI, Bangalore. The supplier shall not, without the purchaser’s prior written consent, disclose the contract or any provision thereof or any specification, plan, drawing, pattern, sample or information furnished by
or on behalf of the purchaser in connection there with to any person other than a person employed by the supplier in the performance of the contract. Also, disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for the purposes of such performance.

The supplier shall not, without the purchaser’s prior written consent, make use of any document or information except for the purposes of performing the contract.

Every document other than the contract itself, shall remain the property of the purchaser and shall be returned (in all copies) to the purchaser on completion of the supplier’s performance under the contract, if so required by the purchaser.

ASSIGNMENT

The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser’s prior written consent.

SUB CONTRACTS

The supplier shall notify the purchaser in writing of all sub-contract awarded under the contract, if not already specified in its bid. Such notifications, in its original bid or later, shall not relieve the supplier from any liability or obligation, whatsoever, under the contract.

CONTACTING THE PURCHASER

From the time of the bid opening to the time of awarding the contract, if a bidder wishes to contact the purchaser on any matter related to the bid, it should do so in writing.

Any effort by a bidder to influence the purchaser in the purchaser’s decision on bid evaluation, bid comparison or contract award shall result in the rejection of the bidder’s bid, besides other suitable administrative actions against the bidder, as deemed fit by the purchaser.

AWARD OF CONTRACT

AWARD CRITERIA

The purchaser will award the contract to the successful bidder whose bid has been determined as per the evaluation criteria, provided further that the bidder is determined to be qualified and prima facie capable to perform the contract satisfactorily.

PURCHASER’S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The purchaser reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability, whatsoever, to the affected bidder or bidders.
NOTIFICATION OF AWARD

Before the expiry of the period of bid validity, the purchaser will notify the successful bidder in writing, by registered letter or by email/fax, to be confirmed in writing by registered letter, that its bid has been accepted. The schedule(s) of requirement and the corresponding quantity of the item(s) ordered, which have been accepted, will, inter-alia, be mentioned in the notification.

The notification of award will constitute the formation of the contract.

Upon the successful bidders furnishing the performance security, the purchaser will promptly notify each unsuccessful bidder and will discharge its bid security.

SIGNING OF CONTRACT

At the same time as purchaser notifies the successful bidder that its bid has been accepted, the purchaser will send to the bidder by registered post or speed post, the contract form provided in the bidding documents, incorporating all agreements between the parties.

Within twenty-one (21) days of issue of the contract from by the purchaser, the successful bidder shall sign and date the contract and return it to the purchaser by registered post or speed post.

DELAY IN THE SUPPLIER’S PERFORMANCE

Delivery of the goods and performance of the services shall be made by the supplier in accordance with the time schedule specified by the purchaser.

Any unexcused delay by the supplier in maintaining its contractual delivery obligations shall render the supplier liable to any or all of the following sanctions:

(a) Imposition of liquidated damages,
(b) Forfeiture of its performances security and/or
© Termination of the contract for default.

If at any time during the performance of the contract, the supplier or its subcontractor(s) should encounter conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). After the receipt of the supplier’s notice, the purchaser, as soon as practicable, shall evaluate the situation and may at its discretion extend the supplier’s time for performance, in which case the extension of the delivery period shall be ratified by issuing an amendment to the contract.

The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the purchaser for extension of delivery period and obtain the same before dispatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / any other expense related to such supply shall lie against the purchaser.

PERFORMANCE SECURITY : Within 21 (twenty one) days after the issue of notification of award by the purchaser, the successful firm, shall furnish performance security to the purchaser
for an amount of 10% (ten per cent) of the contract value, valid up to 60 (sixty) days after the date of completion of all contractual obligations by the supplier.

The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier’s failure to complete its obligations under the contract.

The performance security shall be denominated in Indian rupees or in the currency of the contract and shall be in one of the following forms:

a) Demand draft on any commercial bank in India, to be drawn in favour of the purchaser as indicated in the schedule of requirements.

b) Bank guarantee issued by any commercial bank in India, in the prescribed form as provided in annexure -1. The issuing bank should send the guarantee in original to the purchaser directly under registered post A.D.

The performance security will be discharged by the purchaser and returned to the supplier on completion of the supplier’s contractual obligations. The performance security does not carry interest.

LIQUIDATED DAMAGES: If the supplier fails to deliver any or all of the goods or perform the services within the time period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contact price, as liquidated damages, a sum equivalent to 0.5% (half percent) of the delivery price of the delayed goods or unperformed services for each week of delay or part of the delayed goods or performance, up to a maximum deduction of 10% (ten percent) of the delayed goods or services contract price. Once the maximum is reached, the purchaser may consider termination of the contract, if the same have not been terminated already. Further during the above mentioned delayed period of supply and / or performance, the supplier, notwithstanding any stipulation in the contract for increase in price for any ground, shall not be entitled to any increase in price and cost, whatsoever, which take place during the period of delay. But, nevertheless, the purchaser shall be entitled to the benefit any decrease in price and cost on any ground during that period of delay.

TERMINATION FOR DEFAULT

The purchaser, without prejudice to any other remedy for breach of contract, may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the purchaser.

In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and conditions and in such manner as it seems appropriate, goods and / or services similar to those undelivered and the supplier shall be liable to the purchaser for any excess cost for such similar goods and / or services. However, the supplier shall continue to perform the contract to the extent not terminated.
RESOLUTION OF DISPUTES

If any dispute or difference of any kind shall arise between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

If after thirty (30) days, 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, shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods under the contract.

The dispute resolution mechanism to be applied, shall be as follows:-

A) The case of a dispute or difference arising between the purchaser and the supplier relating to any matter arising out of or connected with the contract, such disputes or difference shall be settled in accordance with the arbitration and conciliation act, 1996. The arbitral tribunal shall consist of three arbitrators, one each to be appointed by the purchaser and the supplier.

The third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as presiding arbitrator in case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of thirty days from the appointment of the arbitrator appointed subsequently, the presiding arbitrator shall be appointed by the Indian council of arbitration or president of the institution of engineering (India).

B) The decision of majority of arbitrators shall be final and binding upon both the parties.

C) The cost and expenses of the arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. Of its proceedings as also fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be born by each party itself. However, where the value of the contract is RS. 15 lakhs (rupees one and a half million) and below, the disputes or differences arising in it shall be referred to a sole arbitrator. The sole arbitrator shall be appointed by mutual agreement between the parties. If the parties fail to agree on the arbitrator within 30 (thirty) days from the receipt of a request by one party from the other party to so agree, the appointment shall be made upon request of a party, by the Indian council of arbitrator or the president of the institution of Engineers (India).

The venue of arbitration shall be the place from where the contract is issued.

PURCHASER’S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The purchaser reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability, whatsoever, to the affected bidder or bidders.
Annexure-I

BID FORM

Date ......................

The Director,
National Institute of Veterinary Epidemiology & Disease Informatics,
(Formerly PD_ADMAS),
Hebbal, Bangalore-24.

(Designation and address of the purchaser)

Ref. Your bidding document no... ................ ... ... date... ....... ... ..

Having examined the above mentioned bidding documents, including added Nos... ... ...
... ., the receipt of which is hereby duly acknowledge, we, the undersigned, offer to supply and
deliver ... ... ... .... In conformity with the said bidding documents for the sum as shown in the
price schedule, attached here with and made part of this bid.

We undertaken, if our bid is accepted, to deliver the goods and complete the services in
accordance with the delivery schedule specified in the schedule of requirements after fulfilling all
the applicable requirements incorporated in the above referred bidding documents.

If our bid is accepted, we will provide you with performance security as per the instructions
and in a form acceptable to you for a sum equivalent to 10% (ten percent) of the contract price
for the performance of the contract.

We agree to abide by this bid for the bid validity period specified in the ITB clause 15 (read
with modification, if any, in the bid data sheet) or for the subsequently extended period, if any,
agreed to by us and it shall remain binding up on us and may be accepted at any time before
the expiration of that period.

Until a formal contract is prepared and executed, this bid together with your written
acceptance thereof and your notification of award, shall constitute a binding contract between
us.

Dated this ... ........... ... ... day of .................... ., 200.........................

Signature

(In the capacity of
Duly authorized to sign bid for and on behalf of )
ANNEXURE-II

PRICE SCHEDULE

Vendor to quote for the total price inclusive of all taxes for the total CWA project, including travel, lodging, boarding, software licenses for design, development, testing, implementation, hosting & maintenance and a three day training of scientists and admn. Staff at NBPGR, Lucknow.
ANNEXURE-III

BANK GUARANTEE FORM FOR BID SECURITY

Whereas... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ...(name of bidder) (hereinafter called “the bidder”) has submitted his bid dated... ... ... ... ... ... ... for the supply of ... ... ... ... ... ... (hereinafter called “the bid”).

KNOW ALL PEOPLE by these presents that we ... ... ... ... ... ... Having registered office at ... ... ... ... ... ... (hereinafter called “the bank”) are bound unto... ... ... (hereinafter called “the purchaser”) in the sum of ... ... ... ... ... ... For which payment well and truly to be, made to the said purchaser, the bank binds itself, its successors and assigns by these presents.

Sealed with the common seal of the said bank this ... ... Day of ... ... ... ... ... 20... ... ... ... ...

THE CONDITIONS of this obligation are:

1. If the bidder

I. Withdraws its bid during the period of bid validity specified by the bidder on the bid form; or

II. Does not accept the correction of errors in accordance with the instruction to bidders.

Or

2. If the bidder, having been notified of the acceptance of its bid by the purchaser during the period of bid validity:

(I) Fails or refuses to execute the contract form, if required or

(II) Fails or ref use to furnish the performance security, in accordance with the instructions to bidder:

We undertake to pay to the purchaser up to the above amount upon receipt of the first written demand, provided that in its demand the purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the above mentioned two conditions, specifying the occurred condition or conditions.

Signature of the bank

SEAL of the bank

Date ... ... ... ... ... ...

Place ... ... ... ... ... ... ...

NOTE: The Bank Guarantee shall be directly sent by the Bank to the beneficiary (Purchaser) by Regd. AD. Bank Guarantee if sent by the bidders to the purchaser directly stands invalid as per the latest guidelines issued by the Central Vigilance Commission.
(TO BE SUBMITTED ON THE LETTER HEAD OF THE FIRM)

PRE-RECEIPT

Received with thanks a sum of __________________________ (Rupees ___________________________)

From the Director, NIVEDI, Hebbal, Bangalore-560 024 paid by us vide Demand Draft
No. ______________________ dated ___________ submitted as EMD against your
____________________________________________________________________________________
dated ______________________________

For ______________________________

Authorised signatory

Place:

Date: