

**REQUEST FOR PROPOSAL FOR EXPANSION OF LOCAL AREA  
NETWORK IN THE OFFICES OF JS(TRG) & CAO**

(Tender enquiry)

**Request for Proposal(RFP) No. 13 /2013**

**No. A/48932/LAN/CAO/MP-III**

Government of India

Ministry of Defence

Office of JS(Trg) & CAO

E-Block Hutments, Dalhousie Road,

New Delhi-110011

Dated: 02 Dec 2013

1. The Joint Secretary (Training) & Chief Administrative Officer, Ministry of Defence, New Delhi, for and on behalf of the President of India, hereinafter called the "Government" invites to tender on Two-Bid system for expansion of Local Area Network in the offices of JS(Trg) & CAO, New Delhi.

2. Bids under two bid system (Technical-Bid and Commercial-Bid) in sealed covers are invited for **EXPANSION OF LOCAL AREA NETWORK IN THE OFFICE OF JS(TRG) & CAO**. Please superscribe the above mentioned title, RFP No. and date of opening of the bids on the sealed covers to avoid the bid being declared invalid. In case of two bid system, please also superscribe 'technical-bid' and 'commercial –bid' on the respective covers.

3. General information about the tender is as follows :-

- |     |   |   |  |
|-----|---|---|--|
| (a) | Tender No.                                | : | 13/2013  |
| (b) | Last Date and time for receipt of Tenders | : | 27 Dec 2013<br>upto 1300 Hrs   |
| (c) | Time and date for opening of Tenders      | : | 27 Dec 2013<br>at 1500 Hrs   |
| (d) | Place and Date of Site Visit              | : | 'E' Block, 19 Dec 2013<br>and 20 Dec 2013 (1000<br>Hrs to 1500 Hrs)                |
| (d) | Place of opening of Tenders               | : | Conference Hall,<br>O/o JS(Trg) & CAO<br>E-Block, New Delhi                        |
| (e) | Address for communication                 | : | Dy Director MM-II<br>O/o JS(Trg) & CAO<br>Room No. 55, E-Block<br>New Delhi-110011 |

4. This RFP is divided into five Parts as follows :-
- (a) **Part I** Contains General Information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders , etc.
  - (b) **Part II** Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details and Technical Bid Format.
  - (c) **Part III** Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.
  - (d) **Part IV** Contains Special Conditions applicable to this RFP and which will also form part of the Contract with the successful Bidder.
  - (e) **Part V** Contains evaluation criteria and Format for Price Bids.
5. This RFP is being issued with no financial commitment and this office reserves the right to change or vary any part thereof at any stage. This office also reserves the right to withdraw the RFP, should it become necessary at any stage.
6. Each page of this tender enquiry is to be signed by the tenderer and following certificate given in the offer letter :-
- ‘ I/WE HEREBY DECLARE THAT ALL THE TERMS AND CONDITIONS GIVEN IN TENDER ENQUIRY ARE ACCEPTED BY ME/US ON BEHALF OF MY/OUR FIRM’
7. The cost of tender is Rs 500/- (Rupees Five hundred only) (non refundable). The payment will be accepted by Demand Draft in favour of JS(Trg) & CAO, Ministry of Defence payable at New Delhi only (cash will not be accepted).

Sd/-  
(P S Sisodiya)  
Dy Dir/MM-II  
For JS (Trg) & CAO

## **PART I – GENERAL INFORMATION**

1. **Last date and time for depositing the Bids.** 27 Dec 2013 by 1500 Hrs. The sealed quotations under two bid system i.e (Commercial Bid & Technical Bid) in sealed covers should be deposited/reached by the due date and time. The responsibility to ensure this lies with the Bidder.
2. **Manner of depositing the Bids.** Sealed quotations should be either dropped in the Tender Box marked for the said purpose or sent by registered post at the address given above so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non delivery/non receipt of Bid documents. Bids sent by FAX or e-mail will not be considered.
3. **Time and date for opening of Bids.** 27 Dec 2013 by 1500 hrs. (If due to any exigency, the due date for opening of the Technical-Bid is declared a closed holiday, then it will be opened on the next working day at the same time or on any other day/time, as intimated by this office).
4. **Location of the Tender Box.** Reception Office, O/o the JS(Trg) & CAO, E-Block, Ministry of Defence, New Delhi-11. Only those Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.
5. **Place Of Opening of the Bids.** Conference Hall of JS(Trg) & CAO, E-Block, Ministry of Defence, New Delhi. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.
6. **Two-Bid System.** Only the Technical Bid would be opened on the time and date mentioned above. Date of opening of the Commercial Bid will be intimated after acceptance of the Technical Bids. Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical Evaluation is done by the Tender Opening Committee.
7. **Forwarding Of Bids.** Bids should be forwarded by Bidders under their original memo/letter pad inter alia furnishing details like TIN number, VAT/CST number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office.
8. **Clarification Regarding Contents of the RFP.** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to this office in writing about the clarifications sought not later than 14 (fourteen) days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.
9. **Modification And Withdrawal of Bids.** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal

is received by this office prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach O/o JS(Trg) & CAO not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.

10. **Clarification Regarding Contents of the Bids.** During evaluation and comparison of bids O/o JS (Trg) & CAO may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

11. **Rejection of Bids.** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.

12. **Unwillingness To Quote.** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.

13. **Validity of Bids.** The Bids should remain valid upto four months from the last date of submission of the Bids.

14. The tender forms can be obtained from the Office of JS(Trg) & CAO, Room No. 131, E-Block, Ministry of Defence, New Delhi-11 at the **cost of Rs 500/-**. The form can also be down loaded from the O/o JS(Trg) & CAO **website caomod. nic. in**.

15. **Earnest Money Deposit** :- Bidders are required to submit Earnest Money Deposit (EMD) for amount of Rs 1,00,000/- along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business as per form DPM-16 (Available in MOD website and can be provided on request). EMD is to remain valid for a period for forty five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30<sup>th</sup> day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g) DGS&D), National Small Industries Corporation (NSIC) or any Department of MOD or MOD itself. The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender.

## **PART II-ESSENTIAL DETAILS OF ITEMS /SERVICES REQUIRED**

1. **Schedule of Requirements-** The scope of work includes the following:

- (a) Supply & Installation of all LAN components mentioned in para 2 below.
- (b) Relaying of entire backbone with CAT 6/OFC cable. In building laying of fiber out-door-armoured cable and outdoor laying of fiber cable with resurfacing of the concrete.
- (c) Approximately 390 new connections (terminals) inclusive of associated laying of conduit/channel/cable and IO points. The exact number of connections will be ascertained at the time of implementation.
- (d) The LAN cabling works must be carried out using a structured cabling design with proper labeling of cables at ends, crimping of cables, fixing of patch panels, and proper fixing of LAN cables in PVC conduits.
- (e) Power supply to all switches from the UPS in Room No. 51, 'E' Block, inclusive of laying of conduit and electric wiring.
- (f) Testing : The Bidder has the responsibility of performing necessary tests on the installed LAN equipment including the laid fiber optical cable using appropriate testing methodology and tools to ensure the desired level of performance and to submit a detailed test report.
- (g) Documentation : The Bidder should provide the customer with complete documentation of the network topology, type(s) of cabling used, wiring map showing all cross-connects and end-points, and labeling of each cable. The location of hubs, switches, patch panels, and any other active or passive interconnecting hardware should also be recorded.

2. **Technical details:** List of items, quantity and their description/specification to be included in the proposed project are listed below :

Sl No.	Item description	Quantity
1.	<b>LAN Switch</b> (Layer 2 Switch) <b>Device Type</b> : 24 ports Managed <b>Ports</b> : 24 x 10/100/1000 + 2 x SFP LAN Base <b>Enclosure Type</b> : Rack-mountable - 1U <b>Memory</b> : 128 MB RAM & 64 MB Flash <b>MAC Address Table Size</b> : 8K Entries <b>Status Indicators</b> : Port status, link activity, port transmission speed, port duplex mode, power, system <b>Support</b> : auto-sensing per device, DHCP support, auto-negotiation, BOOTP support, VLAN support, auto-uplink	18 Nos

	<p>(auto MDI/MDI-X), IGMP snooping, Syslog support, DiffServ support, Broadcast Storm Control, Multicast Storm Control, Unicast Storm Control, Rapid Spanning Tree Protocol (RSTP) support, Multiple Spanning Tree Protocol (MSTP) support, Dynamic Trunking Protocol (DTP) support, Port Aggregation Protocol (PAgP) support, Quality of Service (QoS), Link Aggregation Control Protocol (LACP), Port Security, MAC Address Notification,</p> <p><b>Compliant Standards :-</b> (IEEE 802.3, IEEE 802.3u, IEEE 802.3z, IEEE 802.1D, IEEE 802.1Q, IEEE 802.3ab, IEEE 802.1p, IEEE 802.3x, IEEE 802.3ad (LACP), IEEE 802.1w, IEEE 802.1x, IEEE 802.1s, IEEE 802.3ah, IEEE 802.1ab (LLDP))</p>	
2.	<p><b>LAN Switch</b> (Layer 2 Switch)  <b>Device Type :</b> 48 ports Managed  <b>Ports :</b> 48 x 10/100/1000 + 4 x SFP LAN Base  <b>Enclosure Type :</b> Rack-mountable - 1U  <b>Memory :</b> 128 MB RAM &amp; 64 MB Flash  <b>MAC Address Table Size :</b> 8K Entries  <b>Status Indicators :</b> Port status, link activity, port transmission speed, port duplex mode, power, system  <b>Support :</b> auto-sensing per device, dynamic IP address assignment , power over Ethernet (PoE), auto-negotiation, BOOTP support, ARP support, load balancing, VLAN support, auto-uplink (auto MDI/MDI-X), IGMP snooping, Syslog support, DiffServ support, Broadcast Storm Control, IPv6 support, Multicast Storm Control, Unicast Storm Control, Rapid Spanning Tree Protocol (RSTP) support, Multiple Spanning Tree Protocol (MSTP) support, DHCP snooping, Dynamic Trunking Protocol (DTP) support, Port Aggregation Protocol (PAgP) support, Access Control List (ACL) support, Quality of Service (QoS), PoE+, Link Aggregation Control Protocol (LACP), Port Security, MAC Address Notification, Remote Switch Port Analyzer (RSPAN)  <b>Compliant Standards :-</b> (IEEE 802.3, IEEE 802.3u, IEEE 802.3z, IEEE 802.1D, IEEE 802.1Q, IEEE 802.3ab, IEEE 802.1p, IEEE 802.3x, IEEE 802.3ad (LACP), IEEE 802.1w, IEEE 802.1x, IEEE 802.1s, IEEE 802.3ah, IEEE 802.1ab (LLDP))</p>	01 Nos
3.	LC Tranceiver module (SM)	06 Nos
4.	UTP CAT 6 Cable (305 Mtrs Box)	102 Boxes
5.	Information Outlet (Single SMB)	386 Nos
6.	Patch Cord 7 Feet	386 Nos
7.	Patch Cord 3 Feet	415 Nos
8.	24 Ports Jack Panel (CAT 6)	21 Nos

9.	Wire Manager	21 Nos
10.	19 Rack Floor standing 42U Height	01 Nos
11.	19 Rack Wall mounted 12U Height	05 Nos
12.	19 Rack Floor standing 24U Height	02 Nos
13.	Optical Fiber Patch cord, SM, SC to LOC – 3 meter	04 Nos
14.	Fiber Optic Outdoor armoured 6 core (SM)	300 Mtrs
15.	LIU, 12 Fiber, Rack mount (SC) (SM)	03 Nos
16.	SC Pigtails (SM)	24 Nos
17.	Duct 15x15mm	5650 Mtrs
18.	Duct 30x25mm	5275 Mtrs
19.	Duct 45x25mm	4950 Mtrs
20.	Buffer Tubing Kit	24 Nos.
21.	2” diameter HDPC PVC Jacket	100 Mtrs

The items offered by the sellers shall conform to these specifications failing which such tenders will be technically rejected.

3. **Eligibility Criteria.** The firm fulfilling the following eligibility criteria will be considered for opening of their Commercial Bids :-

(a) Annual financial turnover during each of the last three years, ending 31<sup>st</sup> Mar of the previous financial year, should not be less than Rs 2 Crore. Documentary evidence to this effect duly attested by CA should be submitted alongwith the Technical Bid.

(b) Bidder should have a system for Complaint Registration, Monitoring and its disposal and at least 10 full-time network Engineers on its permanent roster.

(c) Bidder must have valid VAT/Sales Tax Registration Certification. A copy of the certificate alongwith receipt of the last premium paid should be enclosed with the Technical-Bid.

(d) Bidder must possess valid PAN Card. A copy of the same should be enclosed with the Technical –Bid.

(e) Earnest Money Deposit amounting to Rs. 1,00,000/- (One Lac only) should be submitted alongwith the Bid.

4. **Two-Bid System.** The quotation must be submitted by the bidder under two – bid system i.e. Technical-Bid and Commercial Bid to be submitted in separate sealed covers as per formats at Appendix ‘A’ and Appendix ‘B’. The documents mentioned in para 3 above should be enclosed with the Technical –Bid. The Bidder is required to survey and submit LAN Design Document which details out the network connectivity strategy including network scalability, traffic flow management, bandwidth optimization strategy, security strategy and LAN Drawings. Bidders are also required to furnish clause by clause compliance of

specifications bringing out clearly the deviations from specification, if any. The Bidders are advised to submit the compliance statement in the following format along with Technical –Bid :-

Para of RFP Specifications Items-wise	Specification of Item offered	Compliance to RFP specification-whether Yes/No	In case of non compliance, deviation from RFP to be specified unambiguous terms

5. **Delivery Period** The successful seller /seller will require to sign an agreement with the Buyer within 30 days from the date of written intimation to this effect. Supply order will be issued against the contract agreement for procurement of contracted items on as required basis. Delivery period for supply of items will be mentioned separately in each supply order which would normally be 30 days from the date of issue of supply order as mutually agreed upon by the supplier and buyer. Please note that Contract can be cancelled unilaterally by the Buyer in case contracted items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

6. **Consignee Details.** O/o JS(Trg) CAO, Ministry of Defence, New Delhi - 110011.



**Appendix 'A'**  
**RFP No.13/2013**

**TECHNICAL BID FOR EXPANSION OF LOCAL AREA NETWORK IN OFFICE OF JS(TRG) & CAO**

01	Tender to be addressed to	The President of India
02	Tender to be submitted to	JS(Trg) & CAO, Min of Def, E-Block Hutments, Dalhousie Road, New Delohi-110011
03	Closing date and time for receipt of Tenders	<b>1300 hrs on 27 Dec 2013</b>
04	Time, date & place of opening of Tender	<b>1500 hrs on 27 Dec 2013</b> In the Office of JS(Trg) & CAO, Min of Def, E-Block Hutments, Dalhousie Road, New Delhi- 110011
05	Earnest Money Deposited	Rs 1,00,000/-
06.	Terms & Conditions as contained in the chapter II of the RFP	<b>ACCEPTED</b>
07.	Bank solvency certificate (issued not earlier than 01Sep 2013)	Attached/Not attached
08.	Document showing Turnover of Rs 02 Crores during the last three Financial Years 2010-11, 2011-12 and 2012-13	Supportive documents Enclosed/Not enclosed
09.	Authenticated copy of PAN	Enclosed/Not Enclosed
10.	Authenticated copy of VAT/Sales Tax Registration	
10.	Tender Bid valid for acceptance upto 120 days wef date of opening of Tender	Accepted/Not Accepted
12.	Capacity in which the Tender is signed by the Tenderer	

Signature of Tenderer \_\_\_\_\_

Name in BLOCK LETTERS \_\_\_\_\_

Date \_\_\_\_\_

Stamp of the Firm \_\_\_\_\_

### **PART III – STANDARD CONDITIONS OF RFP**

The Bidders are required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **Law.** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

2. **Effective Date of The Contract.** The contract shall come into effect on date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.

3. **Arbitration.** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM - 7 and DPM - 9 (Available in MoD website and can be provided on request).

4. **Penalty for Use of Undue Influence.** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offence by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to

termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

5. **Agents/Agency Commission.** The Seller confirms and declares to the Buyer that the Seller is the original manufacturer/ authorized dealer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

6. **Access To Books Of Accounts.** In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information.

7. **Non - Disclosure of Contract Documents.** Except with the written consent of the Buyer/Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

8. **Liquidated Damages.** In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the services as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed services/stores.

9. **Termination of Contract.** The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases :-

- (a) The delivery of the material/services is delayed for causes not attributable to Force Majeure for more than (02 months) after the scheduled date of delivery
- (b) The Seller is declared bankrupt or becomes insolvent.
- (c) The delivery of material/services is delayed due to causes of Force Majeure by more than (03 months) provided Force Majeure clause is included in contract.
- (d) The Buyer has noticed that the Seller has utilised the services of any Indian/ Foreign agent in getting this contract and paid any commission to such individual/company etc.
- (e) As per decision of the Arbitration Tribunal.

10. **Notices.** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

11. **Transfer and Sub - Letting.** The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

12. **Patents and other Industrial Property Rights.** The Prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

13. **Amendments.** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

#### 14. **Taxes And Duties**

(a) The bidders are required to quote the prices on 'All Inclusive' basis i.e. the quoted prices shall be inclusive of all Govt, taxes & levies applicable, freight charges, insurance charges, packing charges etc. The rate and the nature of Tax applicable at the time of supply and included in the quoted prices should be shown separately. Taxes will be paid to the Seller at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale/services is legally liable to sales tax/services tax and the same is payable as per the terms of the contract

(b) If a Bidder is exempted from payment of any tax upto any value of supplies from them, he should clearly state that no such tax will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/quantum of any tax, it should be brought out clearly. Stipulations like, the said tax was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such tax will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

(c) Any change in any tax upward/downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of such tax paid by the supplier. Similarly, in case of downward revision in any tax, the actual quantum of reduction of such tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Seller.

## **PART IV – SPECIAL CONDITIONS OF RFP**

The Bidders are required to give confirmation of their acceptance of Special Conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder.

1. **Performance Guarantee.** The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 10% of the **contract value** within 30 days of signing of this contract. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty. The specimen of PBG is given in Form DPM - 15 (Available in MoD website and can be provided on request).

2. **Payment Terms.** It will be mandatory for the bidders to indicate their bank account numbers and other relevant e – payments details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS is at Form DPM - 11 (Available in MoD website and can be given on request). The payment will be made as per the following terms, on production of the requisite documents:

- (a) 50% payment on delivery & acceptance by the user (Inspection Committee).
- (b) Remaining 50% on completion of installation of the LAN.
- (c) Amount of LD/Risk Expense etc, if any , will be deducted from the billing amount.

3. **Advance Payments.** No advance payment(s) will be made.

4. **Paying Authority.** **Principal Controller of Defence Account (Army), New Delhi, ‘G’ Block Hutments”.**

- (a) The payment of bills will be made on submission of the following documents, whichever applicable, by the Seller to the Paying Authority alongwith the bill.

- (i) Ink-signed copy of contingent bill/Seller's bill.
- (ii) Ink-signed copy of Commercial invoice/Seller's bill.
- (iii) Copy of contract.
- (iv) CRVs in duplicate (to be raised by the Buyer)
- (v) Inspection note (to be issued by the inspection authority).
- (vi) Performance Bank guarantee /indemnity bond where applicable.
- (vii) Details for electronic payment viz Account holder's name, Bank Name, Branch name and address, Account type, Account number, IFSC code, MICR Code (if these details are not incorporated in contract).
- (viii) Any other document /certificate that may be provided for in the contract.
- (viii) User Acceptance, where applicable.
- (ix) Photocopy of PBG.

## 5. **Force Majeure.**

- a. Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract, if the non-performance results from such Force majeure circumstances as Flood, Fire, Earth Quake and other acts of Gods as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.
- b. In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.
- c. The party for which it becomes impossible to meet obligations under this contract due to Force majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.
- d. Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstance.
- e. If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

6. **Specification.** The seller guarantees to meet the specifications as per Part-II of this contract. In case of items where make/model has been specified, the seller shall offer items of same make/model. However, in case of non availability of same make/model, optional make/model of equal/higher specification may be quoted. Acceptance of the same will be subject to approval of the competent authority.
7. **Quality :** The quality of the stores delivered according to the present Contract shall correspond to the technical conditions and standards and specifications enumerated as per RFP and shall also include therein modification to the stores suggested by the Buyer. Such modifications will be mutually agreed to.
8. **Inspection Authority:** The inspection will be carried out by Inspection Committee. The mode of inspection will be Departmental Inspection.
9. **Franking clause** The following Franking clause will form part of the contract placed on successful Bidder-
- a. **Franking Clause in the case of Acceptance of Goods** “ The fact that the goods have been inspected after the delivery period and passed by the inspecting Officer will not have the effect of keeping the contract alive. The goods are being passed without prejudice to the rights of the Buyer under the terms and conditions of the contract”.
  - b. **Franking Clause in the case of Rejection of Goods** “ The fact that the goods have been inspected after the delivery period and rejected by the inspecting Officer will not bind the Buyer in any manner. The goods are being rejected without prejudice to the rights of the Buyer under the terms and conditions of the contract.”
10. **Claims.** The following claims clause will form part of the contract placed on successful seller :-
- (a) The claims may be presented either (a) on quantity of the stores, where the quantity does not correspond to the quantity shown in the packing list/insufficiency in packing, or (b) on quality of the stores, where quality does not correspond to the quality mentioned in the contract.
  - (b) The quantity claims for deficiency of quantity shall be presented within 45 days of completion of JRI and acceptance of goods. The quantity claim shall be submitted to the seller as per Form DPM-22 (Available in MoD website and can be given on request).
  - (c) The quality claims for defects or deficiencies in quality noticed during the JRI shall be presented within 45 days of completion of JRI and acceptance of goods. Quality claims shall be presented for defects or deficiencies in quality noticed during warranty period earliest but not later than 45 days after expiry of the guarantee period. The quality claims shall be submitted to the seller as per Form DPM-23 (Available in MoD website and can be given on request).



(d) The description and quantity of the stores are to be furnished to the seller along with concrete reasons for making the claims. Copies of all the justifying documents shall be enclosed to the presented claim. The Seller will settle the claims within 45 days from the date of the receipt of the claim at the seller's office, subject to acceptance of the claim by the seller. In case no response is received during this period the claim will be deemed to have been accepted.

(e) The Seller shall collect the defective or rejected goods from the location nominated by the Buyer and deliver the repaired or replaced goods at the same location under seller's arrangement.

(f) Claims may also be settled by reduction of cost of goods under claim from bonds submitted by the seller or payment of claim amount by seller through demand draft drawn on an Indian Bank, in favour of Principal controller/Controller of Defence Accounts concerned.

(g) The quality claims will be raised solely by the Buyer and without any certification /countersignature by the seller's representative stationed in India.

12. **Warranty.** The following warranty will form part of the contract placed on successful seller.

(a) The seller warrants that the goods supplied under the contract conform to technical specifications prescribed and shall perform according to the said technical specifications.

(b) The bidder must supply all items with comprehensive warranty valid for 3 years from the date of acceptance of stores by Inspection committee.

13. **Annual Maintenance Contract Clause** The following Annual Maintenance Contract (AMC) Clause will form part of the contract placed on successful Bidder :-

(a). The Seller would provide comprehensive AMC for a period of seven years after completion of warranty period. The AMC services should cover the repair and maintenance of all the equipment and systems purchased under the present Contract. The Buyer Furnished Equipment which is not covered under the purview of the AMC should be separately listed by the Seller. The AMC services would be provided in two distinct ways :

i. **Preventive Maintenance Service** : The Seller will provide a minimum of four Preventive Maintenance Service visits during a year to the operating base to carry out functional check ups and minor adjustments/tuning as may be required.

ii. **Breakdown Maintenance Service** : In case of any breakdown of the equipment/system, on receiving a call from the Buyer, the Seller is to provide maintenance service to make the equipment/system serviceable.

- (b). Response time : The response time of the Seller should not exceed 24 hours from the time the breakdown intimation is provided by the Buyer.
- (c). Serviceability of 90% per year is to be ensured. This amounts to total maximum downtime of 37 days per year. Also unavailability should not exceed 03 days at one time. Required spares to attain this serviceability may be stored at site by the Seller at his own cost. Total down time would be calculated at the end of the year. If downtime exceeds permitted downtime, LD would be applicable for the delayed period.
- (d). Maximum repair turnaround time for equipment/system would be 03 days. However, the spares should be maintained in a serviceable condition to avoid complete breakdown of the equipment/system.
- (e). Technical Documentation ; All necessary changes in the documentation (Technical and Operators Manual) for changes carried out on hardware and software of the equipment will be provided.
- (f). During the AMC period, the Seller shall carry out all necessary servicing /repairs to the equipment/system under AMC at the current location of the equipment/system. Prior permission of the Buyer would be required in case certain components/sub systems are to be shifted out of location. On such occasions, before taking over the goods or components, the Seller will give suitable bank guarantee to the Buyer to cover the estimated current value of item being taken.
- (g). The Buyer reserves its right to terminate the maintenance contract at any time without assigning any reason after giving a notice of 03 months. The Seller will not be entitled to claim any compensation against such termination. However, while terminating the contract. If any payment is due to the Seller for maintenance services already performed in terms of the contract, the same would be paid to it as per the contract terms.

## **PART V – EVALUATION CRITERIA & PRICE BID ISSUES**

1. **Evaluation Criteria.** The broad guidelines for evaluation of Bids will be as follows :-

(a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.

(b) In respect of Two-Bid system, the Qualifying Bids forwarded by the Bidders will be evaluated by the JS(Trg) & CAO, Ministry of Defence with reference to the qualifying characteristics of the services as mentioned in the RFP. The compliance of Qualifying Bids would be determined on the basis of the parameters specified in the RFP. All bidders are required to submit the compliance statement as per para-4 of Part-II of this RFP, for the purpose of Technical evaluation. The Price Bids of only those Bidders will be opened whose Qualifying Bids would clear the qualifying evaluation.

(c) The Lowest Bid will be decided upon on the basis of the lowest price quoted by the particular Bidder. The consideration of taxes and duties in evaluation process will be as follows:

(i) All taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered. The ultimate cost to the Buyer would be the deciding factor for ranking of Bids.

(ii) The Bidders are required to spell out the rates of VAT, Service Tax, etc in unambiguous terms; otherwise their offers will be loaded with the maximum rates of taxes for the purpose of comparison of prices.

(iii) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

(d) The Lowest Acceptable Bid will be considered further for placement of contract/ Supply Order after complete clarification as decided by the Buyer.

(e) Any other criteria as applicable to suit a particular case.

2. **Commercial Bid Format :**

The bidders shall submit their commercial bid strictly as per the prescribed format. The Lowest Bid will be decided upon the Lowest price quoted by the particular Bidder as per the Price Format. The Total Cost of all items including CST/VAT, Installation, Commissioning and Testing and Applicable Service Taxes shall be the criteria for deciding the Lowest Bidder.

The Firm has to offer **Comprehensive Annual Maintenance Contract (CAMC) for seven years.** Further, they have to provide training to support staff and deploy resident technical support after commissioning of the project. **The L-1 will be decided on the basis of the total price offered for equipment including installation charges and rates of CAMC.**

**Appendix 'B'**

<b>2. <u>COMMERCIAL BID FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF LOCAL AREA NETWORK IN OFFICE OF JS(TRG) &amp; CAO</u></b>								
Sl No	Item description	Qty	Unit Cost	Amount	Installation Charges	VAT/ CST	Service Tax	Total
		(a)	(b)	(a) x (b) = (c)	(d)	(e)	(f)	(c) + (d) + (e) + (f)
1.	Switch (Layer 2) Managed 24 10/100, 2 x SFP LAN Base	18 Nos						
2.	Switch (Layer 2) Managed 48 10/100, 4 x SFP LAN Base	01 Nos						
3.	LC Tranceiver module (MM)	06 Nos						
4.	UTP CAT 6 Cable (305 Mtrs Box)	102 Box						
5.	Information Outlet (Single SMB)	386 Nos						

<b>2. <u>COMMERCIAL BID FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF LOCAL AREA NETWORK IN OFFICE OF JS(TRG) &amp; CAO</u></b>								
Sl No	Item description	Qty	Unit Cost	Amount	Installation Charges	VAT/ CST	Service Tax	Total
		(a)	(b)	(a) x (b) = (c)	(d)	(e)	(f)	(c) + (d) + (e) + (f)
6.	Patch Cord 7 Feet	386 Nos						
7.	Patch Cord 3 Feet	415 Nos						
8.	24 Ports Jack Panel (CAT 6)	21 Nos						
9.	Wire Manager	21 Nos						
10	19" Floor Standing 42U Height Rack	01 Nos						
11	19" Wall mounted 12U Height Rack	05 Nos						
12	19" Floor Standing 24U Height Rack	02 Nos						

<b>2. <u>COMMERCIAL BID FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF LOCAL AREA NETWORK IN OFFICE OF JS(TRG) &amp; CAO</u></b>								
Sl No.	Item description	Qty (a)	Unit Cost (b)	Amount (a) x (b) = (c)	Installation Charges (d)	VAT/ CST (e)	Service Tax (f)	Total (c) + (d) + (e) + (f)
13.	Optical Fiber Patch cord, SM, SC to LC – 3 meter	04 Nos						
14.	Fiber Optic Outdoor armoured 6 core (SM)	300 Mtrs						
15.	LIU, 12 Fiber, Rack mount (SC) (SM)	03 Nos						
16.	SC Pigtails (SM)	24 Nos						
17.	Duct 15x15 mm	5650 Mtrs						

<b>2. <u>COMMERCIAL BID FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF LOCAL AREA NETWORK IN OFFICE OF JS(TRG) &amp; CAO</u></b>								
Sl No.	Item description	Qty (a)	Unit Cost (b)	Amount (a) x (b) = (c)	Installation Charges (d)	VAT/ CST (e)	Service Tax (f)	Total (c) + (d) + (e) + (f)
18.	Duct 30x25 mm	5275 Mtrs.						
19.	Duct 45x25 mm	4950 Mtrs.						
20.	Buffer Tubing Kit	24 Nos						
21.	2” diameter HDPE PVC Jacket	100 Mtrs.						
A	Total price offered for equipment (including installatio n charges and applicable taxes							



<b>2. <u>COMMERCIAL BID FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF LOCAL AREA NETWORK IN OFFICE OF JS(TRG) &amp; CAO</u></b>					
B	Cost of CAMC for 7 years' period after expiry of warranty period inclusive of all applicable taxes (Cost of CAMC..... + Applicable Taxes .....)			Grand Total	
	Year wise Break-up to be given				
	Year	CAMC	Taxes		Total
C	Total Price offered for the project (A) + (B)				