

Office of the Principal Controller of Defence Accounts (SWC)

Khatipura Road, Jaipur-302012

**Phone No.0141-6605506, 6605505, Fax No.0141-6605545,
6605575**

No.EDP/108/Networking

Dated: 25 /03/2017

Re-tender for Supply & Installation of a Network (LAN) in the office of
PCDA(SWC) Khatipura Road, Jaipur

To,

(As per list Attached)

A “Single-Stage” two-bid system (T)&(Q) is being resorted to for inviting bids for supply and Installation of approx. 200 end-user location network at the (Ground + First floors) of o/o PCDA(SWC), Khatipura Road, Jaipur.

2. ELIGIBILITY CRITERIA

- i.** The bidder should have similar experience of executing and maintaining LANs in the Government Sector i.e. Public Sector Undertaking, Autonomous Bodies, Research and Educational Institutions etc.. The bidder should enclose a list of such offices with their addresses with the bid.
 - ii.** The bidder should have a valid Income Tax Clearance Certificate, Service Tax/Sales Tax Registration certificates from the appropriate Tax Authorities. The bidder should enclose attested photocopies of such certificates with their bid.
 - iii.** All eligible bidders may visit the premises of PCDA(SWC) Khatipura Road Jaipur between Monday to Friday between 0930-1800hrs from 27th March 2017 to 13th April 2017 for site inspection before bidding. Confirmation on the forgoing eligibility criteria may please be placed in the envelopes containing the ‘T’ Bid.
- 3.** The address and contact number for sending bids of seeking Clarifications regarding this RFP are given below.

- a. Bids/quotations to be addressed to :PCDA (SWC) Khatipura Road Jaipur.
- b. Postal address for sending the Bids :PCDA (SWC) Khatipura Road Jaipur.
- c. Name/designation of the contact personnel : Sh B. S. Choudhary, SAO(EDP)
- d. Mail id of the contact personnel : pcdaswc@rediffmail.com
- e. Fax number & Telephone number : 0141-66055095 & 0141-6605506

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 the Requirements (SOR), Technical Specifications, Delivery Period and Consignee details.
 - c. **Part III-** Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidders.
 - d. **Part IV-** Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidders.
 - e. **Part V-** Contains Evaluation Criteria and Format for Price Bids.
5. This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.

6. Time Lines

For Site Visit by Potential Bidders :

27th March2017 to 13th April 2017 between 0930hrs to 1800hrs

Last date and time for depositing the Bids: 17 .04.2017 at 1400 Hrs

Proposed date of Completion of work : 05 .05.2017



Sr.AO(EDP)

Part I – General information

1. Last date and time for depositing the Bids: 17 .04.2017 at 1400 Hrs

The sealed Bids (both Technical [T] and Commercial [C], should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.

2. Manner of depositing the Bids: Sealed Bids should be either dropped in the Tender Box marked as “**Bids for Supply & Installation of Network [LAN]**” 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 (unless they have been specifically called for by these modes due to urgency).

3. Time and date for opening of Bids:

The sealed bids (both technical and commercial) should be deposited in this office on 17.04 .2017 by 1400 hrs. The Technical bids will be opened on the same date at 1500 hrs.

(If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer).

4. Location of the Tender Box:

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:

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: In case of the 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 Buyer.

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 the Buyer in writing about the clarifications sought not later than 02 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 the Buyer 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 the purchaser 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, the Buyer 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 till **90 days** from the last date of submission of the Bids.
14. **Earnest Money Deposit:-** Bidders are required to submit Earnest Money Deposit (EMD) for amount of Rs 10000.00 along with their Technical 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 of 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 30th 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. Proof shall be required to be submitted by bidders exempt from furnishing EMD. The EMD/Exemption therefore may please be placed in separate envelope forwarded along with the "T" bid. 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

The existing LAN shall be removed by the “SELLER” & become his property. This shall find reflection in the Schedule of Credits to be drawn up for old retrieved material/equipment as part of the Price Bid.

Installation of the **200-node LAN** from the EDP Section (Server room) which shall inter-alia include,

- *Design/development of a layout of the proposed networking system,*
 - *Carrying out of activities at site viz. unloading, storage, (space to be provided by the o/o PCDA(SWC) Jaipur) further handling, erection, testing and commissioning including successful completion of acceptance tests,*
- &
- *Assistance in familiarization of the installed system for 3 months after acceptance of the system,*

is required to be carried out as tabulated below.

1 Installation & configuration of rack-mounted 16&48-port switches

with 16&48-port patch panels / CAT 6 Cables / Input Output (IO) boxes / Factory-crimped patch cords.

No up-linking would be permissible.

2 Labelling of cables at both the patch panels and IO box ends.

3 Structured cabling (conduit pipes/casing & capping etc.)

Notes

1. Equipment furnished shall be complete in all respects and shall include all mountings, fittings, fixtures and standard accessories that would ordinarily be required for installation, commissioning and testing as well as operability, maintainability and reliability of the network.

- 2.** The network shall be accepted only after site acceptance tests are satisfactory - all testing tools and instruments are to be brought in by the “SELLER” and shall be taken back after the testing.
- 3.** The ‘BUYER’ reserves the right to quantity variations due to increase/decrease in requirements.

Any literature received by the contractor from the OEM shall be handed over to The ‘BUYER’ on the site acceptance tests being satisfactory.

Part III – Standard Conditions of RFP

The Bidder is 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 the 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, DPM-8 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 offers 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 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 stores/goods and conduct trials, installation of equipment, training, etc 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/undelivered stores/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 stores.

Any amount on account of LD that may become leviable shall be deposited on as MRO by the contractor. Else, this sum shall be deducted from payments due/Performance cum Warranty Guarantee.

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 is delayed for causes not attributable to Force Majeure for more than (3 months) after the scheduled date of delivery.

(b) The Seller is declared bankrupt or becomes insolvent.

(c) The delivery of material is delayed due to causes of Force Majeure by more than (6months) provided Force Majeure clause is included in contract.

(d) The Buyer has noticed that the Seller has utilized 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. **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.

13) **Taxes and Duties**

a) **In respect of Indigenous bidders**

i) **General**

1. If Bidder desires to ask for excise duty or Sales Tax / VAT extra, the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.

2. If reimbursement of any Duty/Tax is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax will be entertained after the opening of tenders.
3. If a Bidder chooses to quote a price inclusive of any duty/tax and does not confirm inclusive of such duty/tax so included is firm and final, he should clearly indicate the rate of such duty/tax and quantum of such duty/tax included in the price. Failure to do so may result in ignoring of such offers summarily.
4. If a Bidder is exempted from payment of any duty/tax upto any value of supplies from them, he should clearly state that no such duty/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 Duty/tax, it should be brought out clearly. Stipulations like, the said duty/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 duty/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 duty/tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.
5. Any change in any duty/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 duty/tax paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/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.

ii) Excise Duty

1. Where the excise duty is payable on advalorem basis, the Bidder should submit along with the tender, the relevant form and the Manufacturer's price list showing the actual assessable value of the stores as approved by the Excise authorities.
2. Bidders should note that in case any refund of excise duty is granted to them by Excise authorities in respect of Stores supplied under the contract, they will pass on the credit to the Buyer immediately along with a certificate that the credit so passed on relates to the Excise Duty, originally paid for the stores supplied under the contract. In case of their failure to do so, within 10 days of the issue of the excise duty refund orders to them by the Excise Authorities the Buyer would be empowered to deduct a sum equivalent to the amount refunded by the Excise Authorities

without any further reference to them from any of their outstanding bills against the contract or any other pending Government Contract and that no disputes on this account would be raised by them.

3. The Seller is also required to furnish to the Paying Authority the following certificates:
 - (a) Certificate with each bill to the effect that no refund has been obtained in respect of the reimbursement of excise duty made to the Seller during three months immediately preceding the date of the claim covered by the relevant bill.
 - (b) Certificate as to whether refunds have been obtained or applied for by them or not in the preceding financial year after the annual Audit of their accounts also indicating details of such refunds/applications, if any.
 - (c) A certificate along with the final payment bills of the Seller to the effect whether or not they have any pending appeal/protest for refund or partial refund of excise duties already reimbursed to the Seller by the Government pending with the Excise authorities and if so, the nature, the amount involved, and the position of such appeals.
 - (d) An undertaking to the effect that in case it is detected by the Government that any refund from Excise Authority was obtained by the Seller after obtaining reimbursement from the Paying Authority, and if the same is not immediately refunded by the Seller to the Paying Authority giving details and particulars of the transactions, Paying Authority will have full authority to recover such amounts from the Seller's outstanding bills against that particular contract or any other pending Government contracts and that no dispute on this account would be raised by the Seller.

4. Unless otherwise specifically agreed to in terms of the contract, the Buyer shall not be liable for any claim on account of fresh imposition and/or increase of Excise Duty on raw materials and/or components used directly in the manufacture of the contracted stores taking place during the pendency of the contract.

iii) Sales Tax / VAT

1. If it is desired by the Bidder to ask for Sales tax / VAT to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of sales tax and no liability of sales tax will be developed upon the Buyer.

2. On the Bids quoting sales tax extra, the rate and the nature of Sales Tax applicable at the time of supply should be shown separately. Sales tax 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 is legally liable to sales tax and the same is payable as per the terms of the contract.

iv) Octroi Duty & Local Taxes

1. Normally, materials to be supplied to Government Departments against Government Contracts are exempted from levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies. The local Town/Municipal Body regulations at times, however, provide for such Exemption only on production of such exemption certificate from any authorised officer. Seller should ensure that stores ordered against contracts placed by this office are exempted from levy of Town Duty/Octroi Duty, Terminal Tax or other local taxes and duties. Wherever required, they should obtain the exemption certificate from the Buyer, to avoid payment of such local taxes or duties.
2. In case where the Municipality or other local body insists upon payment of these duties or taxes the same should be paid by the Seller to avoid delay in supplies and possible demurrage charges.

The receipt obtained for such payment should be forwarded to the Buyer without delay together with a copy of the relevant act or by-laws/notifications of the Municipality of the local body concerned to enable him to take up the question of refund with the concerned bodies if admissible under the said acts or rules.

Part IV – Special Conditions of RFP

The Bidder is 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 cum Warranty Guarantee:

The Bidder will be required to furnish a Performance cum Warranty 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 10 days of receipt of the confirmed order. Performance cum Warranty Guarantee should be valid for 60 days beyond the date of warranty. The specimen of PBG cum warranty is attached as Annexure 'A'

2. Payment Terms

i. Payments shall be made as per actuals as under.

a) 95% payment on successful commissioning.

b) 5% on completion of the 03 month familiarization period post successful commissioning.

ii. It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment 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:

iii. **Paying Authority: O/o the PCDA[SWC] Khatipura Road Jaipur**

The successful bidder must give bank details along with the IFSC Code, Account No. etc to enable e-payment by this office .

3. Risk & Expense clause –

a. Should the stores or any installment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores or any installment thereof, the Buyer shall after granting the Seller 45 days to cure the breach, be at

liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

- b. Should the stores or any installment thereof not perform in accordance with the specifications / parameters provided by the SELLER during the check proof tests to be done in the BUYER's country, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.
- c. In case of a material breach that was not remedied within 45 days, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good:-
 1. Such default.
 2. In the event of the contract being wholly determined the balance of the stores remaining to be delivered there under.

Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER.

4. Force Majeure clause

- i. 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 God 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.
- ii. 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.
- iii. 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.

- iv. 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 circumstances.
- v. 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.

5. Specifications: The following specification clause will form part of the contract placed on successful Bidder. The Seller guarantees to meet the specifications as per Part-II of RFP.

6. Inspection Authority: The Inspection will be carried out by a duly constituted BOO in the o/o PCDA (SWC).

7. Warranty –

- a. The following Warranty will form part of the contract placed on the successful Bidder
 - i. Except as otherwise provided in the invitation tender, the Seller hereby declares that the goods, stores articles sold/supplied to the Buyer under this contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars contained/mentioned in contract. The Seller hereby guarantees that the said stores/articles would continue to conform to the description and quality aforesaid for a period of 12 months from the date of successful commissioning of the network or as accorded by the OEM whatever is longer. Notwithstanding the fact that the Buyer may have inspected and/or approved the said goods/stores/articles, if during the aforesaid period of 12 months the said goods/stores/articles be discovered not to conform to the description and quality aforesaid not giving satisfactory performance or have deteriorated, and the decision of the Buyer in that behalf shall be final and binding on the Seller and the Buyer shall be entitled to call upon the Seller to rectify the goods/stores/articles or such portion thereof as is found to be defective by the Buyer within a reasonable period, or such specified period as may be allowed by the Buyer in his discretion on application made thereof by the Seller, and in such an event, the above period shall apply to the goods/stores/articles rectified from the date of rectification mentioned in warranty thereof, otherwise the Seller shall pay to the Buyer such compensation as may arise by reason of the breach of the warranty therein contained.

Part V- Evaluation Criteria & Price Bid issues

1. **Evaluation Criteria** – The broad guidelines for evaluation of Bids will be as follow :
 - a. Only those bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the FRP, both technically and commercially.
 - b. The technical bids shall be evaluated w.r.t. eligibility & technical criteria mentioned in the RFP. Price bids of only those Bidders will be opened whose Technical Bids clear the technical evaluation.
 - c. The lowest bid will be decided based on the lowest price quoted by a particular bidder as per the Price Format given at Para 2 below. The consideration of taxes and duties in the evaluation process shall be as follows :
 - I. All Taxes & Duties (including for which exemption certificate are issued) quoted by the bidders will be considered. The ultimate landed cost to the Buyer would be the deciding factor for ranking of bids.
 - II. No conditional bids shall be accepted.

2. PRICE BID FORMAT

The Price Bid Format is given below and bidders are required to fill up the same complete in all respects. All rates to be inclusive of taxes & duties as applicable.

A

SI No	Item Description	Quantity	Rate per item
1	a) 16-Port Gigabyte Switch	01	
	b) 48-Port Gigabyte Switch	04	
(Warranty as provided by OEM)			
2	a) 16- Port Patch Panel	01	
	b) 48- Port Patch Panel	04	
3	CAT 6 Cable (per running mtr)	10,800 mtr	
4	Cat 6 IO boxes	200	
5	CAT 6 Factory-Crimped Patch Cord 1 / 2 mtr	200 nos	

'A' Notes

- (i) Payment for CAT 6 cables shall be made on actuals (per mtr cost)
- (ii) Permissible variation in the CAT 6 cable at sl No 3 above shall be(+/-) 5%
- (iii) Measurement shall be made from end-to-end ie. from patch panel to IO Box

B

SI No	Item Description	Amount in Rs
6.	Conduit Pipes / Flexible Pipes / T bends / PVC elbow bends / Wall Plugs / Casing & Capping /etc	

'B' Notes

- (i) Rates to be inclusive of labour charges.
- (ii) Breakup of Cost to be clearly indicated.

C

SI No	Item Description	Amount in Rs
7.	Schedule of Credit for old/retrieved materials	(-)minus
GRAND TOTAL (A+B-C)		

Performance cum Warranty Bank Guarantee Format

From:

Bank _____

To,
The PCDA (SWC)
Khatipura Road
Jaipur

Dear Sir,

Whereas you have entered into a contract No. _____ dated _____ (hereinafter referred to as the said Contract) with M/s _____, hereinafter referred to as the "seller" for

Supply of goods as per Part-II of the said contract to the said seller and whereas the Seller has undertaken to produce a bank guarantee for (%) of total Contract value amounting to _____ to secure its obligations to the President of India. We the _____ bank hereby expressly, irrevocably and unreservedly undertake and guarantee as principal obligors on behalf of the seller that, in the event that the President of India declares to us that the goods have not been supplied according to the Contractual obligations under the aforementioned contract, we will pay you, on demand and **without demur**, all and any sum up to a maximum of (10% of the Contract sum) Rupees _____ only. Your written demand shall be conclusive evidence to us that such repayment is due under the terms of the said contract. We undertake to effect payment upon receipt of such written demand.

2. We shall not be discharged or released from this undertaking and guarantee by any arrangements, variations made between you and the Seller, indulgence to the Seller by you, or by any alterations in the obligations of the

Seller or by any forbearance whether as to payment, time performance or otherwise.

3. In no case shall the amount of this guarantee be increased.

4. This guarantee shall remain valid for two months from the date of warranty/ extended warranty period.

5. Unless a demand or claim under this guarantee is made on us in writing or on before the aforesaid expiry date as provided in the above referred contract or unless this guarantee is extended by us, all your rights under this guarantee shall be forfeited and we shall be discharged from the liabilities hereunder.

6. This guarantee shall be a continuing guarantee and shall not be discharged by and change in the constitution of the Bank or in the constitution of M/s _____.