

D-21019/4/2015-General
Government of India
Ministry of Drinking Water & Sanitation

8th floor, Pt. Deendayal Antyodaya Bhawan
CGO Complex, Lodhi Road
New Delhi- 110003
Dated: - March 28, 2017

Tender Notice

Subject:- Annual Rate Contract for supply and installation of Networking Devices for facilitating Internet System and its accessories in the Ministry of Drinking Water & Sanitation-reg.

Sealed quotations are invited by the Ministry of Drinking Water & Sanitation award of contract for supply and Installation of Networking Devices for facilitating internet system and accessories as given in the enclosed list at Annexure-III. The rate should be quoted for each item, make wise separately failing which the quotation will be not entertained. The average total purchases on yearly basis would be around Rs. 5.00 lakhs. The contract will be initially for 1 (one) year and extendable if the service are satisfactory but can be terminated at any time without assigning any reasons. Taxes, if any may be quoted separately, failing which no amount towards any tax will be paid.

2. General terms and conditions of the contract is given in Annexure -I
3. Eligibility criteria and Form of Financial Bid for submission of tender documents are given in Annexure -II and III respectively.
4. Interested firm / parties may send their sealed quotations along-with EMD in the form of Demand Draft of Rs. 10,000/- (Rupees Ten Thousand only) drawn in favour of Pay & Account Officer, Ministry of Drinking Water & Sanitation, New Delhi, superscripted as "Tender for Annual Contract for supply and installation of Networking Devices for facilitating Internet System and its accessories" addressed to Under Secretary (General), Ministry of Drinking Water & Sanitation, 8th floor, Pt. Deendayal Antyodaya Bhawan, CGO Complex, Lodhi Road, New Delhi- 110003 by 3:00PM on or before 12th April, 2017. The tender will be opened on the same day at 4:00PM. The authorized from the corresponding renderers.
5. Pre-bid Meeting will be held on 5th April, 2017 at 3:00pm in Conference Room, bidders must have to attend the meeting, for seeking clarification and information about this tender specification. Ministry will not entertain the bids of those firm who are absent in pre bid meeting.



5. Unrealistic rate quoted by the vendor if proved unjustified would be rejected even if its lowest rate.
6. The Ministry reserves the right to reject / accept any or all quotations without assigning any reason therefore.



(S. Sanyal)

Under Secretary to the Govt. of India
Tel 24368612

Copy to:

1. Technical Director (NIC), with the request to upload the above information on Ministry website as well as Central Public Procurement Portal for wide publicity.
2. Reception Officer, Pt. Deendayal Antyodaya Bhawan, CGO Complex, Lodhi Road, New Delhi- 110003

Annexure-I

General Terms and Conditions

Subject:- Annual Contract for supply and installation of Networking Devices for facilitating Internet System and its accessories in the Ministry of Drinking Water & Sanitation-reg.

1. Parties

The parties to the contract are the contractor (the tenders to whom the work have been awarded) and the Government of India through Under Secretary (General) Ministry of Drinking Water & Sanitation for and on behalf of the President of India.

2. Address

The firm should have the store for distribution in the area nearby Lodhi Road, New Delhi, so that the delivery of goods and service should not be affected. For all purpose of the contract including arbitration there under, the address of the contractor mentioned in the tender shall be final unless the contractor notifies changes of address by a separate letter sent by Register post with acknowledgement to this Ministry. The contractor shall be solely responsible for consequences of any omission or error to notify in charge of address in the aforesaid manner.

- 3. The tenderer should sign and affix his firm's stamp at each page of the tender and all its annexure as the acceptance of the offer made by the tenderer will be deemed as a contract and no separate formal contract will be drawn. No page should be removed/ detached from this notice inviting tender.**
- 4. The tenderer should submit the details along-with the undertaking as prescribed in Annexure-IV of the Tender document.**
- 5. The Price quoted will be exclusive of Taxes and shall be fixed and final. Taxes as applicable will be extra, which will not quoted in the bid. The Bidders will quote for each and every item. In case of non-quoting of rate of any item by any bidder(s), or quoting the rate inclusive of taxes, their tender will be summarily rejected. At the time of payment, Income Tax or any other tax payable shall be deducted at source.**



6. Opening of Tender

The tenderer is at liberty either himself or authorize not more than one representative to be present at the opening of the tender. The representative attending the opening of the tender on behalf of the tenderer should bring with him a letter of authority from the tenderer in the prescribed format enclosed with the tender document and proof of identification of company/ firm.

7. Validity of the bids

The bids shall be valid for a period of 90days from the date of opening of the tender. This has to be so specified by the tenderer in the commercial bid.

8. Right of acceptance

The Ministry reserve the right to accept or reject any or all tender / quotations without assigning any reason thereof and also does not bind itself to accept the lowest quotation or any tender. Any failure on the part of the contractor to be observe the prescribed procedure and any attempt to canvass for work will prejudice the contractor's quotation or any tender.

9. The payment clause

The bill in triplicate may be sent to this office for settlement after delivery of the material has been done satisfactorily. The bill should have full particulars of the item(s).

10. Communication of Acceptance / Right of Acceptance

Ministry reserve all right to reject any tender including of those tenders who fails to comply with instructions, without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of the Ministry in this regard will be final and binding. Any failure on the part of the contractor to observe the prescribed procedure or any attempt to canvass the work, prejudice the contractor's quotation.

11. Performance Security

The successful tenderer will be required to furnish Rs. 50,000/- (Rupees Fifty Thousand only), as Performance Security Deposit in the form of an Account Payee Demand Draft or Bank Guarantee from any National Bank / Commercial Bank duly pledge in the name of the "Pay and Account Officer, Ministry of Drinking Water & Sanitation, New Delhi" for the period of one and half year from the date of award of the contract within 7 days from the date of acceptance of the tender.

The security deposit can be forfeited by order of this Ministry in the event of any breach, negligence or non-observance of any condition of contract or



unsatisfactory performance. On expiry of the contract, such portion of the said performance security deposit, as may be considered by the Ministry sufficient to cover any incorrect or excess payment made on the bill to the firm shall be retained until the final audit report on the account of firm's bill has been received and examined.

12. Arbitration

If any difference arises concerning this agreement, its interpretation on payment to be made thereunder, the same shall be settled out by mutual consultation and negotiation. If attempts for conciliation do not yield any result within a period of 30 days, either of the parties may make a request to the other party for submission of the dispute for decision by an Arbitral Tribunal containing Sole Arbitration to be appointed by the Secretary, Ministry of Drinking Water & Sanitation. Such requests shall be accompanied with a panel of names of three persons to act as the sole arbitrator. In case of such arbitrator refusing, unwilling or becoming incapable to act or his mandate having been terminated under law, another arbitrator shall be appointed in the same manner from among the panel of three persons to be submitted by the claimant. The arbitration proceeding shall take place at New Delhi and shall be conducted in English. The provision of Arbitration and Conciliation Act, 1990 and the rule framed thereunder and in force shall be applicable to such proceedings.

13. Legal Jurisdiction

The agreement shall be deemed to have been concluded in the National Capital Territory (NCT) of Delhi and all obligations hereunder shall be deemed to be located at the NCT of Delhi and Court within NCT of Delhi will have Jurisdiction to the exclusion of other courts.

14. Terms of Payment

No payment shall be made in advance nor shall the loan from any bank or financial institutions be recommended on the basis of the order of award of work.

The contractor shall submit the bill only after supply of the material to the satisfaction of the Ministry. On receipt of a pre-receipted bill invoice from the Contractor, the case of issuing sanction and passing of bill for payment will be initiated. No payment will be made for goods rejected. All payment shall be made by ECS only.

The Ministry shall be at liberty to withhold any of the payment in full or in part subject to recovery of penalties mentioned in the preceding para.



The term "Payment" mentioned in this para includes all type of payment due to the contractor arising on account of this contract excluding EMD and Security Deposit governed by separate clauses of the contract.

15. Periodicity / Duration of Tender

The tender is initially for period of one year and may be extended further with mutual consent on the same terms and conditions and rates, subject to satisfactory service. The Ministry shall, however, reserve the right to terminate the contract at any time without assigning any reason, if the service are not satisfactory.

The job will be entrusted on the basis of all inclusive rate contract on as is where is and competitive rates basis.

16. General Conditions

- a) The tenderer should be a reputed supplier having sufficient experience in Government Offices and expertise in the relevant field. Supporting documents for the similar work experience in Govt. offices / PSUs and other organization for the last two years.
- b) The tenderer should provide the name and his telephone / mobile number of person, who can be contacted at any time, even beyond office hours and on holidays. The tenderer should be capable to and arrange the supply of ordered items, even at short notice.
- c) The office have the authorized to place order for supply of items beyond office hours and holiday, for which, no additional payment will be made.
- d) No separate charges shall be paid for delivery of goods to the premises of Ministry of Drinking Water & Sanitation, 8th floor, Pt. Deendayal Antyodaya Bhawan, CGO Complex, Lodhi Road and Krishi Bhawan, New Delhi etc.
- e) The time limit given to the contractor by the Ministry must be adhered to invariably, in all jobs, irrespective of the quantity ordered.
- f) The Ministry reserve the right to terminate the contract at any point of time if the services are not found to be satisfactory. The decision of the competent authority of the Ministry will be final in this regard.



- g) A copy of TIN No., Service TAX No. and PAN No. may also be enclosed with the tender.

17. Parameters for Executing the Work

The rates of various items can be varied from firm to firm and in any case Ministry shall not be bound to accept the lowest rates of the items of the particular firm. The contract as a whole shall be entrusted to only one or more firms for a year after calculating / comparing the rate of major items consumed by the Ministry throughout the year and the other method adopted, as deemed fit by the Tender Evaluation Committee of the Ministry.

The Tender Evaluation Committee of the Ministry shall go into all aspects including cost factors of major items and then decide for awarding of the tender. By quoting lowest rates in respect of some items, a firm does not become entitled to awarding the contract in its favour of those items. The tender is not to be awarded in piece-meal and item-wise to the firm who have quoted the lowest rates for the items. In order to get selection / consideration in the panel of two or three vendors for awarding of contract (in case the contract is to be awarded to more than one vendor), the criteria of selection of awarding contract will be calculating / comparing the rate of major items consumed by the Ministry throughout the year and the other method adopted, as deemed fit by the Tender Evaluation Committee. The Ministry reserves the right to accept / reject any quotation either in part or full without assigning any reason thereof, or to award the contract to different supplier(s) for different item(s), if feasible after considering the credentials, manufacturing, capability, quality and distribution rights of the item(s). The firm are, therefore, requested to attach their credentials in regard to supply of items and experience in the field, distribution rights and their annual turnover.

18. Warranty of equipment

- a) New job done by the contractor shall be under warranty for a period of one year and no amount shall be payable for attending complaints due to technical fault during the period. However, all services provided to attend the existing network in this Ministry or complaints in respect of these jobs, after lapse of warranty period of one year shall be chargeable by the contractor as per terms and conditions of the rate approval. In case complete cabling is done due to damaged, if any, the Ministry will pay the cost of any material during the warranty period.
- b) The warranty of the Switch should be comprehensive on-site and BACK TO BACK from OEM. The contractor will warrant all the hardware and software against defects arising out of faulty design, material and media



workmanship etc. for a period of three years from the date of supply of the hardware. In case of failure of Switches, the hardware to be replaced or standby of equal or higher capacity to be provided in order to ensure that the work is not held up more than 12 hours. Replacement of failed hardware with NBD from the time the problem is identified. Providing and installing major and maintenance releases of CISCO IOS as and when released by CISCO. Call to be attended within 2 hours from the time it is lodged and closed within 4hours.



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Annexure- II

TECHNICAL INFORMATION AND UNDERTAKING

Annual Rate Contract for supply and installation of Networking Devices for facilitating internet system and its accessories etc. in the Ministry of Drinking Water & Sanitation.

S. No.	Details of the firm / Bidder	Page No	
1.	Name and address of the Firm (in full) along-with telephone number		
2.	Details of the Earnest Money Deposit (EMD) worth Rs. 10,000/- (Rupees Ten Thousand only)		
3.	Whether each page of Tender Notice and its annexure have been signed and stamped		
4.	Permanent Account Number		
5.	Service Tax Registration No.		
6.	Income Tax Return of last three years		
7.	Details of Experience in supply and installation of LAN / internet system and its accessories in Govt. Ministries / Department for last three year.		
8.	Details of experience in supply and installation of LAN / Internet system and its accessories in Govt. Ministries/Department for last three years copy of the complete work order/ purchase order & successful completion certificates signed & stamped from the		

	client.		
9.	The bidder should be a single legal entry / individual organization. Consortium is not allowed.		
10.	The bidder must have valid ISO certification (Copy of valid ISO certificate will be attached)		
11.	The bidder should an information technology company registered in India under the Indian companies act 1956/2013 or a partnership registration under the India partnership act 1932 for the last 3 years (copy of valid certificate of registration will be attached.)		

Note:

1. Page number / serial number may be given to each and every page of Tender Documents and photocopies of the documents attached. Mention page number, wherever the copy(ies) of the document(s) are kept.
2. In case of non-fulfilment of any of the above information / document(s), the Tender will be summarily rejected without giving any notice.

(Signature with date)

Name & address and contract no. of the firm.



Annexure-IV

UNDERTAKING

1. That I / we have carefully studied all the terms and conditions of Tender Notice and shall abide by it.
2. That I/ we shall supply the items of requisite quality.
3. That I / we undertake that the information given in this tender are true and correct in all respect and I / we hold the responsibility for the same.
4. That I / we undertake that sample of items will be kept ready for inspection by the Ministry. I / we shall responsible for the cancellation of tender if sample are not upto the mark.

Signature with date:

Name & address and contact No. of the firm:



Annexure -III

S. No.	Items / Description	Rate	Amount (excluding taxes)
A.	Cisco 2960X-24-TD-L Switch, 10G Manageable switch with fiber / copper module (3 year warrantee)	Per unit	
	Router (with 3 year OEM warrantee) higher end	Do	
B.	Supply of LAN System	Per mtr	
1.	UTP CAT - CAT 6 CABLE, 23AWG, UL/ETL listed & verified Jacket: LSZH. Make (ADC/AMP/MOLEX/SIMON/D-Link)	Do	
2.	D-Link 18U Rack	Do	
3.	Information outlet (single SMB) ADC/AMP/D-Link	Do	
4.	Jack Panel (24 port)	Do	
5.	Patch Cord 2 mtr	Do	
6.	Patch Cord 3 mtr	Do	
7.	Patch Cord 5 mtr	Do	
8.	Patch Cord 1 feet	Do	
9.	Patch Cord 3 feet	Do	
10.	Patch cord 5 feet	Do	
11.	LIU	Do	
12.	Fiber patch cord	Per unit	
13.	Wire manager	Per unit	
14.	PVC Pipe	Per mtr	
15.	Fiber cable (6 core)	Per mtr	
16.	Supply of Duct 15x15mm	Do	
17.	Supply of duct 30x25mm	Do	
18.	Supply of Conduit Pipe 32mm	Do	
19.	19" 12U Rack (President / wallrack)	Per unit	
20.	Loose connection RJ 45 ADC/ AMP/ D-Link	Per Unit	
21.	I/O Box	Per unit	
C	Installation of LAN system		
1.	UTP CAT-6 cable	Per mtr	



2.	D-Link 18U Rack	Per unit	
3.	Information outlet (single SMB)	Per unit	
4.	Jack Panel (24 port)	Per unit	
5.	LIU	Per unit	
6.	PVC Pipe	Per mtr	
7.	Fiber cable (6 core)	Per mtr	
8.	Testing of UTP cable	Per mtr	
9.	Fixing of conduit pipe 32mm	Per mtr	
10.	Fixing of conduit pipe 40mm	Per mtr	
11.	LAN Survey and documentation	Per mtr	
12.	19", 12U Rack	Per unit	



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