



## कार्यालय रक्षा लेखा नियंत्रक

### Office of the Controller of Defence Accounts

नं: 1 स्टाफ रोड, सिकंदराबाद 500 009::No.1 Staff Road, Secunderabad – 500 009

(टेलीफोन/Telephones: 040-27843385/27847957/27841676 फैक्स/FAX : 040-27817275/27810499/27816562)

**No. EDP/5805/HW**

**Dated : 18/12/2017.**

To

#### **INVITATION OF QUOTATIONS FOR REVAMPING OF LAN (LOCAL AREA NETWORK) IN PAO (ORs) AOC OFFICE, SECUNDERABAD**

1. Bids in sealed cover are invited for supply of items listed in Part II of this RFP. Please super-scribe the above mentioned Title, RFP number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid.
2. The address and contact numbers for sending Bids or seeking clarifications regarding this RFP are given below:

Bids to be addressed to	CONTROLLER OF DEFENCE ACCOUNTS, Secunderabad
Postal address for sending the Bids	CONTROLLER OF DEFENCE ACCOUNTS NO.1 STAFF ROAD, SECUNDERABAD-09
Name/designation of the contact personnel	Sr. ACCOUNTS OFFICER(EDP)
Tele numbers of the Contact personnel	040-27843385/27841676 Ext : 407, 212
e-mail id of contact personnel	cda-secd[at]nic[dot]in
Website	<a href="http://cdasecbad.ap.nic.in/">http://cdasecbad.ap.nic.in/</a> (Tender Document available in website )
Fax number	040-27810499

3. 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.

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.

4. 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.

5. All parameters which are mentioned in this RFP are purely non-proprietary and if a proprietary standard is mentioned anywhere, it is to indicate merely the functionalities required and vendor can use equipments/system from any standard OEM, which provides the same functionalities.

Sd/-  
For CDA Secunderabad

## **Part I – General information**

**1. Last date and time for depositing the Bids: 08/01/2017 1730 hrs** (Date to be mentioned in terms of DD MM YY) The sealed Bids (both technical and Commercial, in case two bids are called for) 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 addressed to CONTROLLER OF DEFENCE ACCOUNTS should sent by post or by hand personally between 10.00 HRS TO 17.00 HRS. No responsibility will be taken for postal delay or non-delivery/non receipt of tender document . Bids sent by FAX or e-mail will not be considered.

**a. Cover-1:** Cover-1 will contain the Technical Bids consisting of following documents:

- i. Original EMD or proof of exemption from EMD
- ii. Acceptance to the terms and conditions of the tender.(as per format given in RFP)
- iii. Clause by clause compliance to the specifications as per AppendixA
- iv. Copy of the GST
- v. Confidentiality certificate (as per format given in RFP)
- vi. OEM Certificate.(as per format given in RFP)
- vii. Certificate for Acceptance of terms and conditions of Tender Enquiry.(as per format given in RFP)

**b. Cover-2:** Cover-2 will contain the Commercial Bid as per Appendix-B

**3.Time and date for opening of Bids: 09/01/2018, 11.30 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 Controller). Only those bids that are in the tender box will be opened. Bids dropped in the wrong Tender box will be rendered invalid. 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 clauses quoted by the Bidders will be read out in the presence of the representatives of the Bidders. This event will not be postponed due to non presence of your representative.

#### **4.Location of Tender Box:**

Admin-III section,  
1st floor, O/o Controller of Defence Accounts,  
No.1 Staff Road, Secunderabad – 500009.

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 Bids:** Gurukulam, Ground floor,  
old building,  
O/o Controller of Defence Accounts,  
No1 staff Road, Secunderabad-500009.

**6. Two-Bid system:** Only the Technical Bid would be opened on the time and date mentioned above. Commercial Bid will be opened on **09/01/2018** at 4:30 pm 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 alias furnishing details like TIN number, GST number, Bank address with NEFT 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 Controller 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 the Controller 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 Controller 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 up to 45 days from the last date of submission of the Bids.

**14. Earnest Money Deposit:**– Bidders are required to submit original Earnest Money Deposit (EMD) for amount of ₹15,000/- 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 in favour of **CONTROLLER OF DEFENCE ACCOUNTS, SECUNDERABAD** 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. 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.

**Note:**

The firms seeking exemption from payment of EMD must submit duly attested copy of registration certificates for the item. The registration should be valid on the date of opening of tenders. EMD would be adjusted towards Security Deposit in case of successful firm and refunded to the unsuccessful firms. EMD would be forfeited if successful tenderer withdraws, amends, impairs and derogates from tender within validity.

## **Part II – Essential Details of Items/Services required**

**1. Schedule of Requirements :** Upgradation of LAN (Local Area Network) in PAO (ORS)AOC, Secunderabad

### **2. Technical Details:**

Sno	Item Description	Qty
1	15U rack with power Manager, cable Manager and Tray standard accessories	3 Nos.
2	SG 300-28 24 Port Unmanaged Switch	2 Nos.
3	SG 95-24 Cisco 24 Port unmanaged Switch	5 Nos.
4	Cat6 UTP Cable Boxes	18 Nos.
5	Single face plate	130 Nos.
6	Cat6 I/O's	260 Nos.
7	I/O Boxes	130 Nos.
8	24 Port Unloaded Patch Panel	6 Nos.
9	Cat6 1Mtr Patch cord	130 Nos.
10	Cat6 3 Mtrs Patch cord	130 Nos.
11	1.5'' Casing & Caping	310 Nos.
12	2'' Casing and Caping	40 Nos.
13	Cable Ties Large	4 Nos.
14	Screws for cap casing	4 Nos.
15	Cable Label Ties or T-tags	3 Nos.
16	Cat6 Cable laying for 166 Points	5490 Mtrs
17	Configuration of Switches	7 Nos.
18	Back Box and Face Plate Fixing	130 Nos.
19	I/O Termination User side and patch Panel Side	260 Nos.
20	Fixing & Dressing of 15U Racks along with Patch Panel and Patch cords	3 Nos.
21	Laying of Casing and Capping of 1.5''	310 Mtrs
22	Laying of Casing and Capping of 2''	40 Mtrs

### **3.Two-Bid System:-TECHNICAL Bid(AppendixA) AND FINANCIAL BID (Appendix B)**

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 Appendices A, B and C. The documents mentioned in Appendix B should be enclosed with Technical Bid. The Bidder is required to survey & 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 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, failing which the Bid will be declared invalid.

Para of RFP specifications item-wise	Specification of item offered	Compliance to RFP specification – whether Yes / No / In	In case of noncompliance, deviation from RFP to be specified in unambiguous terms

**4. Delivery Period** - The Successful 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 & the 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 Controller, with applicability of LD clause.

**5. Terms for Delivery:** Free delivery at consignee's premises (No other terms of delivery are acceptable).

**6. CONSIGNEE DETAILS:** PAO (ORS) AOC ,Mornington Road, Secunderabad-15.

**7. Inspection Authority:** By Board of Officers.

**8. Quality Assessment:** By Board of Officers.

### **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. SERVICE PROVIDER in the Contract) as selected by the Controller. 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 vendor 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 Controller 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 favor or disfavor 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 SERVICE PROVIDER or any one employed by him or acting on his behalf (whether with or without the knowledge of the SERVICE PROVIDER) or the commission of any offence by the SERVICE PROVIDER 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, 1988 or any other Act enacted for the prevention of corruption shall entitle the Controller to cancel the contract and all or any other contracts with the SERVICE PROVIDER and recover from the SERVICE PROVIDER the amount of any loss arising from such cancellation. A decision of the Controller or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the service provider. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the SERVICE PROVIDER towards any officer/employee of the Controller or to any other person in a position to influence any officer/employee of the Controller for showing any favour in relation to this or any other contract, shall render the SERVICE PROVIDER to such liability/ penalty as the Controller 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 Controller.

**5. Agents / Agency Commission:** The Service provider confirms and declares to the Controller that the service provider is the direct 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 service provider; nor as 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 service provider agrees that if it is established at any time to the satisfaction of the Controller that the present declaration is in any way incorrect or if at a later stage it is discovered by the controller that the SERVICE PROVIDER 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 SERVICE PROVIDER will be liable to refund that amount to the Controller. The



SERVICE PROVIDER will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Controller will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the SERVICE PROVIDER who shall in such an event be liable to refund all payments made by the Controller in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Controller 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 Controller that the SERVICE PROVIDER 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 SERVICE PROVIDER, on a specific request of the Controller, shall provide necessary information/ inspection of the relevant financial documents/information.

**7. Non-disclosure of Contract documents:** Except with the written consent of the Controller/ SERVICE PROVIDER, 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 failure to submit the Bonds, Guarantees and Documents, repair of stores/goods and conduct trials, installation of equipment, training, etc as specified in this contract, the Controller may, at his discretion, withhold any payment until the completion of the contract. The Controller may also deduct from the vendor as agreed, liquidated damages to the sum of 0.5% of the contract price for the delayed/un served 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.

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

(a) The service of the material is delayed for causes not attributable to Force Majeure for more than (30 Days) after the scheduled date of services.

(b) The service provider is declared bankrupt or becomes insolvent.

(c) The service of material is delayed due to causes of Force Major by more than (one months) provided Force Major clause is included in contract.

(d) The Controller has noticed that the SERVICE PROVIDER 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 Service provider 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 service provider shall indemnify the Controller 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 SERVICE PROVIDER 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. The contract concluded may not reflect the exact number of stores projected for service in the tender documents and this vary upto 25% either way. The projection is approximate and is basis only for arriving at the value of the each item and have a base for assessing such value.

**14) Taxes and Duties**

Applicable as per GST

## **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. SERVICE PROVIDER in the Contract) as selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder.

**1. Performance Bank Guarantee:**

The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee (Format Appendix-D) 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 receipt of the confirmed order. 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. **Option Clause:** NIL

3. **Extension of Contract** – Nil

4. **Tolerance Clause** – NIL

5. **Payment Terms** : 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/NEFT is placed in cda-website cdasecbad.ap.nic.in and can be given on request. Payments will be made on satisfactory acceptance of the system, integration of all the components in the Network environment and completion of configuration, installation and rendering of satisfactory performance reports by the user.

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

8. **Paying Authority:** CDA Secunderabad.

9. **Fall clause** - The following Fall clause will form part of the contract placed on successful Bidder -

a. The price charged for the services rendered under the contract by the SERVICE PROVIDER shall in no event exceed the lowest prices at which the SERVICE PROVIDER sells the stores or offer to sell stores of identical description to any persons/Organization including the purchaser or any department of the Central government or any Department of state government or any statutory undertaking the central or state government as the case may be during the period till performance of all supply Orders laced during the currency of the rate contract is completed.

b. If at any time, during the said period the SERVICE PROVIDER reduces the sale price, sells or offer to sell such stores to any person/organization including the Controller or any Deptt, of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, the shall forthwith notify such reduction or sale or offer of sale to the Director general of Supplies & Disposals and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced.

c. The SERVICE PROVIDER shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the Rate contract – “We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government under the contract herein and such stores have not been offered/sold by me/us to any person/ organization including the purchaser or any department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central or state Government as the case may be upto the date of bill/the date of completion of supplies against all supply orders placed during the currency of the Rate Contract at price lower than the price charged to the government under the contract except for quantity of stores categories

under sub-clauses (a),(b) and (c) of sub-para (ii) above details of which are given below - .....".

## **11. Risk & Expense clause –**

1. 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 Controller shall after granting the SERVICE PROVIDER 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.

2. Should the stores or any installment thereof not perform in accordance with the specifications / parameters provided by the SERVICE PROVIDER during the check proof tests to be done in the Controller's country, the Controller 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.

3. In case of a material breach that was not remedied within 45 days, the Controller shall, having given the right of first refusal to the SERVICE PROVIDER 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:-

a. Such default.

b. In the event of the contract being wholly determined the balance of the stores remaining to be delivered there under.

4. 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 SERVICE PROVIDER. Such recoveries shall not exceed 50 % of the value of the contract."

## **12. Force Majeure clause**

a. Neither party shall bear responsibility for the complete or partial nonperformance 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.

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 circumstances.

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.

**14. Specification:** The following Specification clause will form part of the contract placed on successful Bidder - The SERVICE PROVIDER guarantees to meet the specifications as per Part-II of RFP and to incorporate the modifications to the existing design configuration to meet the specific requirement of the Controller Services as per modifications/requirements recommended after the maintenance Evaluation Trials. All technical literature and drawings shall be amended as the modifications by the SERVICE PROVIDER before supply to the Controller. The SERVICE PROVIDER, in consultation with the Controller, may carry out technical up gradation/alterations in the design, drawings and specifications due to change in manufacturing procedures, indigenisation or obsolescence. This will, however, not in any way, adversely affect the end specifications of the equipment. Changes in technical details, drawings repair and maintenance techniques along with necessary tools as a result of up gradation/alterations will be provided to the Controller free of cost within 30 days of affecting such up gradation/alterations.

**15. OEM Certificate:** An OEM certificate will be furnished as per format attached in this RFP. In case the Bidder is not the OEM, the agreement certificate with the OEM for sourcing the spares shall be mandatory. However, where OEMs do not exist, minor aggregates and spares can be sourced from authorized vendors subject to quality certificate.

**16. Export license:** The Bidders are to confirm that they have requisite export license from their Government and Authorization from the manufacturing plant, in case they are not the OEM, to export the military / non-military goods to india.

**17. Earliest Acceptable year of Manufacture:** 2017 Quality / Life certificate will need to be enclosed with the Bill. OEM to certify that the equipment will not be declared "End of Life" within warranty and AMC period.

**18. Packing and Marking:** The following Packing and Marking clause will form part of the contract placed on successful Bidder

a. The Seller shall provide packing and preservation of the equipment and spares/goods contracted so as to ensure their safety against damage in the conditions of land, sea and air transportation, transshipment, storage and weather hazards during transportation, subject to proper cargo handling. The Seller shall ensure that the stores are packed in containers, which are made sufficiently strong, and with seasoned wood. The packing cases should have hooks for lifting by crane/fork lift truck. Tags with proper marking shall be fastened to the special equipment, which cannot be packed.

b. The packing of the equipment and spares/goods shall conform to the requirements of specifications and standards in force in the territory of the Seller's country.

c. Each spare, tool and accessory shall be packed in separate cartons. A label in English shall be pasted on the carton indicating the under mentioned details of the item contained in the carton. A tag in English with said information shall also be attached to six samples of the item. If quantity contracted is less than six then tag shall be affixed to complete quantity contracted of the item. The cartons shall then be packed in packing cases as required.

- i. Part Number :
- ii. Nomenclature :
- iii. Contract annex number :
- iv. Annex serial number :
- v. Quantity contracted :

d. One copy of the packing list in English shall be inserted in each cargo package, and the full set of the packing lists shall be placed in Case No.1 painted in a yellow colour.

19. **Quality:** The quality of the stores delivered according to the present Contract shall correspond to the technical conditions and standards valid for the deliveries of the same stores for in Seller's country or 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. The Seller confirms that the stores to be supplied under this Contract shall be new i.e. not manufactured before **(Year of Contract)**, and shall incorporate all the latest improvements and modifications thereto and spares of improved and modified equipment are backward integrated and interchangeable with same equipment supplied by the Seller in the past if any. The Seller shall supply an interchangeability certificate along with the changed part numbers wherein it should be mentioned that item would provide as much life as the original item.

23. **Quality Assurance:** Seller would provide the Standard Acceptance Test Procedure (ATP) within one month of this date of contract. Buyer reserves the right to modify the ATP. Seller would be required to provide all test facilities at his premises for acceptance and inspection by Buyer. The details in this regard will be coordinated during the negotiation of the contract. The item should be of the latest manufacture, conforming to the current production standard and having 100% defined life at the time of delivery.

24. **Inspection Authority:** The mode of Inspection will be Departmental Inspection / User Inspection / Joint Inspection / Self-certification.

25. **Joint Receipt Inspection:** The following Joint Receipt Inspection clause will form part of the contract placed on successful Bidder –

- a. JRI will be carried out by the Buyer's representative(s). The Buyer will invite the Seller with a prior notice of a minimum of fifteen (15) days to attend the JRI for the delivered goods. The Seller shall have the right not to attend the JRI. The bio data of the Seller's representative will need to be communicated fifteen (15) days prior to the despatch of goods to the Buyer for obtaining necessary security clearance in accordance with the rules applicable in the Buyer's country.

b. Upon completion of each JRI, JRI proceedings and Acceptance Certificate will be signed by both the parties. In case the Seller's representative is not present, the JRI proceedings and Acceptance Certificate shall be signed by the Buyer's representative only and the same shall be binding on the Seller. Copy of JRI proceedings and Acceptance Certificate shall be despatched to the Seller within 30 days of completion of the JRI. In case of deficiencies in quantity and quality or defects, details of these shall be recorded in the JRI proceedings, Acceptance Certificate shall not be issued and claims raised as per the Article on Claims in the contract. In case of claims, Acceptance Certificate shall be issued by Buyer's representative after all claims raised during JRI are settled. If the Buyer does not perform the JRI as mentioned above for reasons exclusively attributable to him, the JRI in India shall be deemed to have been performed and the stores/equipment fully accepted.

**27. 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."

**28 . Claims:** The following Claims clause will form part of the contract placed on successful Bidder –

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.

**29. Warranty:** The following Warranty will form part of the contract placed on successful Bidder –

i. The Seller warrants that the goods supplied under the contract conform to technical specifications prescribed and shall perform according to the said technical specifications.

ii. The Seller warrants for a period of 36 months from the date of acceptance of stores by Joint Receipt Inspection or date of installation and commissioning, whichever is later, that the goods/stores supplied under the contract and each component used in the manufacture thereof shall be free from all types of defects/failures.

iii. If within the period of warranty, the goods are reported by the Buyer to have failed to perform as per the specifications, the Seller shall either replace or rectify the same free of charge, within a maximum period of 45 days of notification of such defect received by the Seller, provided that the goods are used and maintained by the Buyer as per instructions contained in the Operating Manual. Warranty of the equipment would be extended by such duration of downtime. Record of the down time would be maintained by the user in the logbook. Spares required for warranty repairs shall be provided free of cost by the Seller. The Seller also undertakes to diagnose, test, adjust, calibrate and repair/replace the goods/equipment arising due to accidents by neglect or misuse by the operator or damage due to transportation of the goods during the warranty period, at the cost mutually agreed to between the Buyer and the Seller.

iv. The Seller also warrants that necessary service and repair back up during the warranty period of the equipment shall be provided by the Seller and he will ensure that the downtime is within 0.5 % of the warranty period.

v. The Seller shall associate technical personnel of the Maintenance agency and Quality Assurance Agency of the Buyer during warranty repair and shall also provide the details of complete defects, reasons and remedial actions for defects.

vi. If a particular equipment/goods fails frequently and/or, the cumulative up time falls below 98%, the complete equipment shall be replaced free of cost by the Seller within a stipulated period of 7 days of receipt of the notification from the Buyer. Warranty of the replaced equipment would start from the date of acceptance after Joint Receipt Inspection by the Buyer/date of installation and commissioning.

vii. In case the complete delivery of Engineering Support Package is delayed beyond the period stipulated in this contract, the Seller undertakes that the warranty period for the goods/stores shall be extended to that extent.



viii. The Seller will guarantee the shelf life of Seven years under the Indian tropical condition as given below:

1. Minimum temperature - - 10 deg C
2. Maximum temperature ---50 deg C
3. Average Humidity --- 80%

ix. The bidder should provide a response time of four hrs and resolution time of 24 hrs after a complaint is logged for System Maintenance, which would include hardware maintenance and commercial software.

## **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 technical Bids forwarded by the Bidders will be evaluated by the Controller with reference to the technical characteristics of the equipment as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.

c. The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Appendix C. The consideration of taxes and duties in evaluation process will be as follows:

i) In cases where only Indian bidders are competing, L-1 bidder will be determined by excluding levies, taxes and duties levied by Central/State/Local governments such as GST etc on final product , as quoted by bidders.

d. 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.

e. The lowest acceptable Bid will be considered further for placement of contract/supply order after complete clarification and price negotiations as decided by the Controller. The Controller will have the right to award contracts to different Bidders for being lowest in particular items. The controller also reserves the right to do Apportionment of quality, it is convinced that lowest Bidder is not in a position to supply full quantity in stipulated time.

2. **Performance Criteria:** The Bidder should produce a self certified Declaration stating that the firm has not been blacklisted by any other Govt Deptt/MoD/Indian Army. Neither any Govt. Deptt/MoD/Indian Army has issued a Poor Performance Letter in the past. Failure to do so will lead to rejection of Bid.

### CONFIDENTIALITY CERTIFICATE

It is certified that the Company or any representative of the Company or agents authorized by the Controller/SERVICE PROVIDER will not disclose any information gained by them or their representatives or agents, while interacting with the persons of the CDA or any documents prepared in connection with the project or any documents received by them or any study carried out by them, directly or indirectly to any person or company or institution or press.

Company Seal

Place :

Date :

(Authorised signatory of company)

## **TENDER CONDITIONS ACCEPTANCE LETTER**

(To be given on Company Letter Head)

Date:

To

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### **SUB: ACCEPTANCE OF TERMS & CONDITIONS OF TENDER**

Tender Reference No: \_\_\_\_\_

Name of Tender/Work: \_\_\_\_\_

Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned Tender/Work from the website namely \_\_\_\_\_ as per your advertisement, given in the above mentioned website(s).
2. I/We hereby certify that I/We have read entire terms and conditions of the tender documents from Page No \_\_\_\_ to \_\_\_\_ (including all documents like annexure(s), schedule(s) etc.,) which form part of the contract agreement and I/We shall abide hereby the terms/conditions/clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organizations too have also been taken into consideration, while submitting the acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/ corrigendum(s) in its totality / entirety.
5. In case any provisions of this tender are found violated, your department/ organization shall be at liberty to reject the tender/bid including the forfeiture of the full said Earnest Money Deposit absolutely and we shall not have any claim/right against deptt in satisfaction of this condition.

Yours Faithfully  
(Signature of the Bidder with Official Seal)

**Technical Bid**  
**Procurement of Hardware for upgradation of LAN at AOC**

Sno	Item Description	Qty	Compliance Yes/no	Remarks if any
1	15U rack with power Manager, cable Manager and Tray standard accessories	3 Nos.		
2	SG 300-28 24 Port Unmanaged Switch	2 Nos.		
3	SG 95-24 Cisco 24 Port unmanaged Switch	5 Nos.		
4	Cat6 UTP Cable Boxes	18 Nos.		
5	Single face plate	130 Nos.		
6	Cat6 I/O's	260 Nos.		
7	I/O Boxes	130 Nos.		
8	24 Port Unloaded Patch Panel	6 Nos.		
9	Cat6 1Mtr Patch cord	130 Nos.		
10	Cat6 3 Mtrs Patch cord	130 Nos.		
11	1.5'' Casing & Caping	310 Nos.		
12	2'' Casing and Caping	40 Nos.		
13	Cable Ties Large	4 Nos.		
14	Screws for cap casing	4 Nos.		
15	Cable Label Ties or T-tags	3 Nos.		
16	Cat6 Cable laying for 166 Points	5490 Mtrs		
17	Configuration of Switches	7 Nos.		
18	Back Box and Face Plate Fixing	130 Nos.		
19	I/O Termination User side and patch Panel Side	260 Nos.		
20	Fixing & Dressing of 15U Racks along with Patch Panel and Patch cords	3 Nos.		
21	Laying of Casing and Capping of 1.5''	310 Mtrs		
22	Laying of Casing and Capping of 2''	40 Mtrs		

## Technical Bid

## Appendix B

### Technical Competency Permanent's & Information

sno	Requirements Items/Softwares/Process/Functionality with specifications	Compliance YES/NO	Deviations any	if
1	<u>Previous Experience.</u> a. Have executed at least three similar project solutions for Government Organizations. b. Have similar work experience with Govt of India. Bidder should have OEM support for the entire duration of warranty. Ink signed copy of the OEM support to the bidder should be furnished along with the technical bid c. <b>Documentary proofs to be submitted.</b>			
2	<u>Financial criteria for Bidders.</u> a. Annual turnover during each of the preceding 3 years ending 31 <sup>st</sup> March of the previous financial year should not be less than 10 lacs rupees. b. Presence in the market for the past 5 years with experience for projects. c. Bidders must possess valid PAN and a copy of the same should be enclosed. d. Bidders should have valid GST registration certificate. A copy of the certificate along with the receipt of the last premium paid should be enclosed with the technical bid. <b>e. Documentary proofs to be submitted.</b>			
3	<u>General Criteria</u> Applicant shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of India (GoI) or any other State Government in India.			

**Financial Bid**

Sno	Item Description	Specification	Qty	Price	Tax	Total
1	15U rack with power Manager, cable Manager and Tray standard accessories		3 Nos.			
2	SG 300-28 24 Port Unmanaged Switch		2 Nos.			
3	SG 95-24 Cisco 24 Port unmanaged Switch		5 Nos.			
4	Cat6 UTP Cable Boxes		18 Nos.			
5	Single face plate		130 Nos.			
6	Cat6 I/O's		260 Nos.			
7	I/O Boxes		130 Nos.			
8	24 Port Unloaded Patch Panel		6 Nos.			
9	Cat6 1Mtr Patch cord		130 Nos.			
10	Cat6 3 Mtrs Patch cord		130 Nos.			
11	1.5'' Casing & Caping		310 Nos.			
12	2'' Casing and Caping		40 Nos.			
13	Cable Ties Large		4 Nos.			
14	Screws for cap casing		4 Nos.			
15	Cable Label Ties or T-tags		3 Nos.			
16	Cat6 Cable laying for 166 Points		5490 Mtrs			
17	Configuration of Switches		7 Nos.			
18	Back Box and Face Plate Fixing		130 Nos.			
19	I/O Termination User side and patch Panel Side		260 Nos.			
20	Fixing & Dressing of 15U Racks along with Patch Panel and Patch cords		3 Nos.			
21	Laying of Casing and Capping of 1.5''		310 Mtrs			
22	Laying of Casing and Capping of 2''		40 Mtrs			
23	Servicing/Installation Charges					
	<b>Grand Total</b>					

**Certificate for Acceptance of terms and conditions of Tender Enquiry for  
Upgradation of LAN (Local Area Network) in PAO(ORs)AOC, SECUNDERABAD**

It is certified that all the terms and conditions as given in this tender and its appendices are accepted by the company and we will abide by them. It is further certified that any cost incurred on additional hardware/software/accessories required to complete the project would be borne by us.

Company seal  
date)

(signature of Authorized Signatory of company with

Place:

Date:

**OEM CERTIFICATE BY BIDDER**

M/S \_\_\_\_\_ hereby commits that our product/services quoted against CDA Secunderabad Tender Enquiry No \_\_\_\_\_ dated \_\_\_\_\_ by M/S \_\_\_\_\_ will be supported for a period of three years during warranty.

Date: \_\_\_\_\_ (Authorized signatory of bidder with seal)



## Performance Bank Guarantee Format

**From:**

**Bank** \_\_\_\_\_

To,  
The CDA  
No1 Staff Road  
Secunderabad

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( 10% ) of total Contract value amounting to \_\_\_\_\_ to secure its obligations to the Controller of Defence Accounts, Secunderabad. 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 Controller of Defence Accounts, Secunderabad 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 \_\_\_\_\_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 ..... months from the date of JRI acceptance of test consignment in India or until all the store, spares and documentation have been supplied according to the contractual obligations under the said contract.

6. 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.

7. 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\_\_\_\_\_.