

REQUEST FOR PROPOSAL

INS GOMATI, C/o FMO MUMBAI – 400001

INVITATION OF BIDS for 'INSTALLATION OF STRUCTURED LAN'

Request For Proposal (RFP) No

301/15/12B dated 30 Mar 10

1. Bids in sealed cover are invited for deliverables listed in Part II of this RFP. Please superscribe 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:-

(a) Bids/queries to be addressed to

**The Commanding Officer
INS Gomati
C/o FMO
Mumbai - 400001**

(b) Postal address for sending the Bids

**The Commanding Officer
INS Gomati
C/o FMO
Mumbai - 400001**

(c) Name/designation of the contact personnel: **Commanding Officer, INS Gomati.**

(d) Telephone numbers of the contact personnel: **022-22997596, 9821580544**

(f) Fax number: **022-22663158**

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.

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.

(MS Jha)
Lieutenant Commander
Logistics Officer
for Commanding Officer

Part I – General Considerations

1. Last date and time for depositing the Bids 30 Apr 10.

The sealed Techno-commercial Bids 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 mail to Commanding Officer, INS Gomati, C/o Fleet Mail Office, Mumbai – 400001 or handed over to ship's rep. Mail should be sent by registered post at the address given above so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non delivery/ non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered.

3. Time and date for opening of Bids. Time and date for opening the bids will be **1500 hrs on 03 May 10**. (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. Place of opening of the Bids: The place of opening of the bids will be indicated to the bidders over telephone or email. 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.

5. Single-Bid system. The Techno commercial bids will be opened on the time and date mentioned above. The Commercial Bids of only those firms will be considered whose Technical specs of the items sought in this RFP are exactly as per the required specifications.

6. 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.

7. Clarification regarding contents of the RFP. A prospective bidder who requires clarification regarding the contents of the bidding documents or need to carry out a site survey shall notify to the Buyer in writing/email about the clarifications sought not later than 5 (five) working 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. The site survey may be carried out by prospective bidders with prior appointment on all working days between 1030-1630hrs.

8. 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 email 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.

9. **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.
10. **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.
11. **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.
12. **Validity of Bids.** The Bids should remain valid till 120 days from the tender opening date as above.
13. **Earnest Money Deposit.** Bidders are required to submit Earnest Money Deposit (EMD) for amount of **Rs. 43,000/- (Rupees Forty Three Thousand Only)** in favour of PCDA(Navy), Mumbai along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business as per Form DPM-16 (Available in MoD website and can be provided on request). EMD is to remain valid for a period 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.

Part II – Essential Details of Items/Services required

1. List of Deliverables – The list of deliverables are as follows

S.NO	ITEM DESCRIPTION	DEN	QTY
1	UTP Cat 6 Network Cabling 305 Mtr.	Nos	20
2	24 Port Cat 6 Enhance Patch Panel with cable manager & wire support	Nos	07
3	Cat 6 UTP1 Mtr patch cord with flexible boots and double strength	Nos	120
4	CAT- 6 UTP 2 Mtr patch cord with flexible boots and double strength	Nos	80
5	Cat 6 I/O Outlet single Information	Nos	100
6	6 Core mm 50/125 um double sheath CSTA Unitube Outdoor Cable	Nos	300
7	24 Port LIU Fully loaded with duplex SC Coupler & 24 SC Connector	Nos	06
8	SC-LC Duplex Fiber Patch cord MM-OM 50/125 Um - 3 Mtr	Nos	12
9	L2 Managed with GUI Interphase 24 port 10/100 Mbps with 2 gigabyte combo port 2960 TCL Switch (Cisco)	Nos	06
10	L2 SNMP Managed 1000 Base-SX MM Moudle for 24 port 10/1000 Mbps Switch (Cisco)	Nos	12
11	19" 36 U 800 mm Depth Rack	Nos	02
12	19" 6 U 630 mm Depth Rack	Nos	04

13	PVC Conduit Pipe	Nos	3000
14	LAN Server - Intel Xeon Quad Core Configuration Rack 1 U	Nos	03
15	Intel Core 2 Duo Configuration Desktop	Nos	10
16	Laser Printer Resolution in dpi Mono 600×600 paper size A4 : 14 Port : 1 USB Memory in MB: NA network card 10/100: NA Duplexing :NA	Nos	03
17	3 KVA Indicate Back-Up time 30 minutes online UPS with isolation transformer suitable for single phase AC input & single phase AC output floor mounted type	Nos	02
18.	Labour and Installation charges	-	-
19.	Total Amount	-	-

2. The **Scope of work** for the contract is as follows:-

(a) The vendor is required supply, install, and configure the above mentioned deliverables as per user requirements. The cost of accessories for installation, installation charges, labour etc are to be borne by the bidder.

3. **Delivery Period** - Delivery period for goods/stores will be **02 weeks** from the placement of Supply Order and the receipt of the same by the Seller. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

4. **Consignee details** – Commanding Officer, INS Gomati, Naval Dockyard, Mumbai – 400001.

PART III – Standard Conditions of RFP

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, 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 by bidding for the RFP, 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 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 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 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.

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 01 months after the scheduled date of delivery.
- (b) The delivery of the material is delayed for causes of Force Majeure by more than (03 months) provided Force Majeure clause is included in contract.
- (c) 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.
- (f) 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 email 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 Contract or any part thereof.

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

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

14. **Taxes and Duties**

(a) **General**

(i) 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.

(ii) 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 entrained after the opening of tenders.

(iii) 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.

(iv) 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.

(v) 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.

(b) **Sales Tax/VAT**

(i) 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.

(ii) 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.

(c) Octroi Duty & Local Taxes

(i) Normally, materials to be supplied to Government Departments against Government 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.

(ii) 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 bylaws/ 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

1. **Option Clause.** This contract has an Option Clause, wherein the Buyer can exercise an option to procure an additional 50% of the original contracted quantity of services in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. It will be entirely the discretion of the Buyer to exercise this option or not.

2. **Repeat Order Clause.** This contract has a Repeat Order Clause, wherein the Buyer can order upto 50% quantity of the items / services under the present contract within six months from the date of successful completion of this contract, cost, terms & conditions remaining the same. It will be entirely the discretion of Buyer to place the Repeat order or not.

3. **Tolerance clause.** To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, Buyer reserves the right to 50% plus/minus increase or decrease the quantity of the required goods/ services upto that limit without any change in the terms & conditions and prices quoted by the Seller. While awarding the contract, the quantity/services ordered has been increased or decreased by the Buyer within this tolerance limit.

4. **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 is at Form DPM-11 (Available in MoD website and can be given on request). **No advance payment(s) will be made.**

5. **Paying Authority.** The payment of bills will be made by PCDA(Navy) within 30 days of submission of the following documents by the Seller to the Paying Authority along with the bill:

(a) Ink-signed copy of Commercial invoice / Seller's bill

(b) A work completion certificate/ User acceptance certificate from HQWNC/CITO

(c) Copy of Supply Order with U.O. number and date of IFA's concurrence, where required under delegation of powers.

(d) Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in contract).

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

(a) The price charged for the stores supplied under the contract by the Seller shall in no event exceed the lowest prices at which the Seller sells the stores or offers to sell stores of identical description to any person/Organisation including the purchaser or any department of the Central Government or any department of State Government or any statutory undertaking the Central or State governments as the case may be during the period till performance of all supply Orders placed during the currency of the rate contract is completed.

(b) If at any time, during the said period the Seller reduces the sale price, sells or offers to sell such stores to any person/organisation including the Buyer or any Dept, 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, he 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. The above stipulation will, however, not apply to: -

(i) Exports by the Seller.

(ii) Sale of goods as original equipment at price lower than lower than the prices charged for normal replacement.

(iii) Sale of goods such as drugs which have expiry dates.

(iv) Sale of goods at lower price on or after the date of completion of sale/placement of the order of goods by the authority concerned under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Govt. depts, including their undertakings excluding joint sector companies and/or private parties and bodies.

7. Risk & Expense clause

(a) Should the stores or any installment thereof not be delivered with the time or time specified in the contract documents, or if unsatisfactory delivery are made in respect of the services 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 one 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.

8. Force Majeure. Should any Force Majeure circumstances arise, each of the contracting party shall be excused for the non-fulfillment or for the delayed fulfillment of any of its contractual obligations, if the affected party within (15 days) of its occurrence informs the other party in writing. Force Majeure shall mean fires, floods, natural disasters or other acts, that are unanticipated or unforeseeable, and not brought about at the instance of the party claiming to be affected by such event, or which, if anticipated or foreseeable, could not be avoided or provided for, and which has caused the non-performance or delay in performance, such as war, turmoil, strikes, sabotage, explosions, quarantine restriction beyond the control of either party. A party claiming Force Majeure shall exercise reasonable diligence to seek to overcome the Force Majeure event and to mitigate the effects thereof on the performance of its obligations under this contract.

9. **Specification.** 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 and to incorporate the modifications to the existing design configuration to meet the specific requirement of the Buyer Services as per modifications/requirements recommended after the Evaluation Trials.

10. **OEM Certificate.** 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 certification.

11. **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

12. **Inspection Authority.** The Inspection will be carried out by Commanding Officer, INS Gomati. The mode of Inspection will be User Inspection.

13. **Performance Bank Guarantee/ Security Deposit.** 10% of TOTAL ORDERED VALUE in form of 'Bank Guarantee (BG) in favour of PCDA(N) Mumbai within 30 days of supply order which shall remain valid for a period of 60 days beyond the date of completion of contract including warranty.

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) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Para 2 below.

(c) The Bidders are required to spell out the rates of Customs duty, Excise duty, VAT, Service Tax, etc in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. If reimbursement of Customs duty / Excise Duty / VAT 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 duties will be entrained after the opening of tenders. If a Bidder chooses to quote a price inclusive of any duty and does not confirm inclusive of such duty so included is firm and final, he should clearly indicate the rate of such duty and quantum of excise duty included in the price. Failure to do so may result in ignoring of such offers summarily. If a Bidder is exempted from payment of Customs duty / Excise Duty / VAT duty upto any value of supplies from them, they should clearly state that no excise duty will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of Customs duty / Excise Duty / VAT, it should be brought out clearly. Stipulations like, excise duty was presently not applicable but the same will be charged if it becomes le viable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that excise duty 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 excise duty which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders. The same logic applies to Customs duty and VAT also.

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

2. **Price Bid Format.** The Price Bid Format is given below and Bidders are required to fill this up correctly with full details: -

S.NO	ITEM DESCRIPTION	DEN	QTY
1	UTP Cat 6 Network Cabling 305 Mtr.	Nos	20
2	24 Port Cat 6 Enhance Patch Panel with cable manager & wire support	Nos	07
3	Cat 6 UTP1 Mtr patch cord with flexible boots and double strength	Nos	120
4	CAT- 6 UTP 2 Mtr patch cord with flexible boots and double strength	Nos	80
5	Cat 6 I/O Outlet single Information	Nos	100
6	6 Core mm 50/125 um double sheath CSTA Unitube Outdoor Cable	Nos	300
7	24 Port LIU Fully loaded with duplex SC Coupler & 24 SC Connector	Nos	06
8	SC-LC Duplex Fiber Patch cord MM-OM 50/125 Um - 3 Mtr	Nos	12
9	L2 Managed with GUI Interphase 24 port 10/100 Mbps with 2 gigabyte combo port 2960 TCL Switch (Cisco)	Nos	06
10	L2 SNMP Managed 1000 Base-SX MM Moudle for 24 port 10/1000 Mbps Switch (Cisco)	Nos	12
11	19" 36 U 800 mm Depth Rack	Nos	02

12	19" 6 U 630 mm Depth Rack	Nos	04
13	PVC Conduit Pipe	Nos	3000
14	LAN Server - Intel Xeon Quad Core Configuration Rack 1 U	Nos	03
15	Intel Core 2 Duo Configuration Desktop	Nos	10
16	Laser Printer Resolution in dpi Mono 600×600 paper size A4 : 14 Port : 1 USB Memory in MB: NA network card 10/100: NA Duplexing :NA	Nos	03
17	3 KVA Indicate Back-Up time 30 minutes online UPS with isolation transformer suitable for single phase AC input & single phase AC output floor mounted type	Nos	02
18.	Labour and Installation charges	-	-
19.	Total Amount	-	-

FORMAT FOR TECHNO-COMMERCIAL BID

1. The Bid should consist of the following documents in sequence:-

- (a) Index page indicating the bid contents with appropriate page numbers.
- (b) The Compliance matrix for Vendor Evaluation Criteria stated at **Appendix C**, along with the required supporting documents in the same sequence.
- (c) Assumptions, Exclusions, Concessions, Deviations on the Standard and Special Condition of RFP as per format as follows

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

- (d) Any additional relevant document on Company Profile, work experience etc.
- (e) Price Bid as per format at Para 2 of Part VI

Note - Bids not submitted in accordance with above performa, would be rejected.

VENDOR EVALUATION COMPLIANCE MATRIX

SI No	Criteria	Compliance Status (Yes/No)	Reasons for Non-Compliance	Supporting Documents Required
01	The vendor must be a Mumbai based Indian firm having its registered office at Mumbai			Yes for Registered Office at Mumbai
02	The vendor must have undertaken at least 03 similar projects of Rs 3.0 lakhs each or 04 projects of Rs 2.0 lakh each in Govt/Defence/PSU in the last three years preceding the date of issue of this tender			Yes
03	The vendor must have valid Service Tax Registration. A copy of the registration certificate should be enclosed with the bid.			Yes
04	The vendor is to furnish an undertaking that their firm has not been blacklisted by any Govt. organization as on the date of issue of this RFP. In case, at any stage it is learnt that the undertaking furnished is false, action as deemed fit, will be taken against the vendor.			Undertaking on Company Letter Head signed by authorized signatory in long hand in ink
05	The vendor must give an undertaking that the implementation/support would be undertaken only by employees of the firm and not to sub contractors			Undertaking on Company Letter Head signed by authorized signatory in long hand in ink
06	EMD as per Para 14, Part I of RFP			
07	The vendor must also give an undertaking that if he has carried out the site survey of the MAN Server Room and is completely aware of the scope of work for installation and commissioning			Undertaking on Company Letter Head signed by authorized signatory in long hand in ink

VENDOR LIST

M/s Shivam Corporation
Shree Jalaram Krupa Kutir, 3A
1st Floor, Tribhuvan Terrace
Station Road, Kandivali(W)
Mumbai – 400 067
Tel/Fax - 022 – 65769011/ 28012001
Email – shivam_bm@yahoo.com

M/s Acme Networks
Ruchi – 1, Shimpoli,
Borivali(West), Mumbai – 400 092
Email : acmeamar@rediffmail.com

M/s Digitech Electronic Systems
50, Old Hanuman Building, Chunam Lane
Off Lamington Road, Mumbai – 20
Email : minesh@itmart.co.in

M/s System Solutions
112 Shyam Kamal “C”
Agarwal Market, Vile Parle(E)
Mumbai – 400 057
Tel – 022 – 26149292/66916886
Email – syssol@vsnl.com

M/s Mindwave Solutions
2101 Shivalaya Building
90 Feet Road, Thakur Complex,
Kandivali(E), Mumbai – 400 101
Mob - +91 – 9867372197
Email – manu@mindwavesolutions.in

M/s HCL Infosystems Ltd.
Udyog Bhawan,
3rd Floor, W.H. Marg
Ballard Estate,
Mumbai - 400001
Tel – 022 22620169
Email – rpravin.kumar@hcl.in

LANDMARK INFONET PVT. LTD
A-11, Basement, CR Park
New Delhi
Delhi – 110019

SAI INFOSYSTEM (INDIA) PVT. LTD.
Sai Infosystem (India) Limited Sai Care
Super Plaza, Sandesh Press Road, Bodakdev
Ahmedabad
Gujrat – 380054

BRIDGE INFOTECH PVT. LTD.
F-39 Pocket-4, Mayur Vihar Phase-1
Delhi-11009.

HARBOUR SALES PVT. LTD.
2,Community Centre, Room No 201
Naraina – Delhi – 110028

DATAMINI TECHNOLOGIES INDIA LIMITED
Unit No.101/104, SDF IV,SEEPZ
Andheri (E), Mumbai
Maharashtra – 400096.

KBS COMPUTERS PVT LTD
KBS House, Plot No EL118, MIDC
Mahape
Navi Mumbai
Maharashtra- 400710

PCS TECHNOLOGY LIMITED
75, Amrit Nagar, N.D.S.E.
Part I , New Delhi
Delhi -110003

QI NETWORK ENTERPRISES PVT LTD
430-431, Somdutt Chamber – II,
9 Bhikaji Cama Place
New Delhi
Delhi – 110066

HCL INFOSYSTEMS LTD.
G-8,9,10, Sector – 3
Noida
Utter Pradesh – 201301

WIPRO LTD. INFOTECH GROUP
Wipro Ltd. Infotech Division
Plot No. 480-481, Udyog Vihar Phase III,
Gurgaon
Haryana – 122016.