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Regional Centre ECHS Patna
c/o HQ J&B Sub Area
Danapur Cantt - 801503

1103/OMB/Internet

03 Feb 15

**INVITATION OF BIDS FOR PROCUREMENT AND INSTALLATION OF 2 MBPS INTERNET
LEASED LINE CONNECTION AT REGIONAL CENTRE (ECHS), PATNA**

REQUEST FOR PROPOSAL (RFP) NO 1103/OMB/Internet dt 03 FEB 2015

1. Bids in sealed cover are invited for supply of items listed in Part II of this RFP (Request for Proposal). 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 :-

- (a) Bids/queries to be addressed to : The Director, Regional Centre ECHS Patna
- (b) Postal address for sending the Bids: The Director, Regional Centre ECHS Patna
c/o HQ J & B Sub Area
Danapur Cantt - 801503
- (c) Name/designation of the contact personnel : Gp Capt AS Karkare (Jt Dir, A&AM)
- (d) Telephone numbers of the contact personnel : 06115-222203
- (e) e-mail ids of contact personnel : dirrcpatna@echhs.gov.in
- (f) Fax number : 06115-222276

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.

Part I – General information

1. **Last date and time for depositing the Bids: 28 Feb 2015 at 1200hrs.** The sealed Bids (both technical and Commercial) should be deposited/reach by due date and time. The responsibility to ensure this lies with the Bidder.
2. **Manner of depositing the Bids.** Sealed Bids should be either dropped in the Tender Box marked as 'TECHNICAL OFFR', 'COMMERCIAL OFFER' or sent by registered post at the address given above so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non- delivery/non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered
3. **Time and date for opening of Bids.**
1330 hrs on 28 Feb 2015 – Technical Bids
1330 hrs on 07 Mar 2015 – Commercial Bids

(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. **Pre-Bid Conference.** All clarifications are to be resolved in the Pre-Bid Conference held on **21 Feb 2015 at 1100 hrs** in Regional Centre ECHS Patna, c/o HQ J&B Sub Area, Danapur Cantt - 801503 prior submission of bids. No revision of Commercial Bid would be permitted after opening of the Technical Bid.
5. **Location of the Tender Box.** Regional Centre ECHS Patna, c/o HQ J&B Sub Area, Danapur Cantt - 801503. Only those Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.
6. **Place of opening of the Bids.** Regional Centre ECHS Patna, c/o HQ J&B Sub Area, Danapur Cantt - 801503. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. 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.
7. Technical bid and Commercial bids will be opened on the time and date mentioned above. Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by the Buyer.
8. **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. Authorized signatory/proprietor should sign and stamp each page of the bid.
9. **Clarification regarding contents of the RFP.** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 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.
10. **Modification and Withdrawal of Bids.** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.

11. **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.
12. **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.
13. **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.
14. **Validity of Bids:** The Bids should remain **valid up to 120 days** from the last date of submission of the Bids.
15. **Earnest Money Deposit..** Bidders are required to submit Earnest Money Deposit (EMD) for amount of **7,750/- (Rupees seven thousand seven hundred and fifty only)** 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 Back Guarantee 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.
16. **Vendor to provide certificates as per (Appx 'A', 'B', 'C', & 'D') duly completed.**

Part II – Essential Details of Items/Services required

1. **Schedule of Requirements.** List of items / services required is as follows:-

Ser No	Description	A/U	Qty
1.	2 MBPS Internet Leased Line Connectivity with installation	Nos	01

2. **Technical Details.** (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 alongwith Technical Bid)

Ser No	Required specification	Specification of items offered	Compliance to RFP specification whether Yes/No	In case of non compliance deviation from RFP to be specified in unambiguous terms
1.	Type of connectivity	Dedicated Optical Fiber Optics Cable (OFC) Internet Leased Line Uncompressed and unshared.		
2.	Capacity	2 MBPS Dedicated		
3.	Non shared on exclusive basis	1:1		
4.	Uptime	99.5%		
5.	Bandwidth guarantee	99%		
6.	Packet Loss	<1%		
7.	Period	One Year		
8.	Public IP Pool	Minimum 10		
9.	Place of Installation	Regional Centre ECHS Patna		
10.	Increased in bandwidth	With notice of 15 days		
11.	Reports for performance monitoring/usages to be submitted by ISP	(i) Daily Basis (ii) Weekly Basis. (iii) Monthly Basis. (iv) Yearly Basis.		
12.	Implementation of software at client side (cost of software should be included in the package)	(i) Bandwidth Utilisation. (ii) Up time. (iii) Packet Loss. (iv) Ping time.		
13.	Hardware	(i) Router, Mux/Modem and any other hardware required to be provided by ISP. (ii) Supplied hardware should be included in the services and it will be the property of the ISP only. (iii) Maintenance of hardware supplied by ISP will be the responsible of ISP only.		
14.	Diagram and charts	(i) Networking diagram between clients, ISP and Gateway. (ii) Bar chart indicating the proposed schedule of completion in the services and it will be the property of the ISP only.		
15.	Services	Internet Router port at ISP Gateway for required bandwidth.		
16.	Configuration	Configure the hardware (Modem/Router ect) cost of this should be included in the pack.		
17.	Installation	Installation and commission of the link with appropriate wiring. Cost of this should be included in the package.		
18.	Warranty	Warranty for the contract period		
19.	DNS services	The ISP should provide DNS services including reverse lookups.		
20.	Feasibility Survey	Feasibility Survey and site visit to all the Regional Centre ECHS Patna to be done without any charges.		

3. **Two-Bid System.** In respect of two bid system, 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).

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

4. **Delivery Period.** Installation, configuration, integration and acceptance testing at Regional Centre ECHS Patna, c/o HQ J&B Sub Area, Danapur Cantt - 801503 shall be completed within **Five weeks** from the effective date of contract. Please note that Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

5. **Consignee details.**

**The Director, Regional Centre ECHS Patna
c/o HQ J&B Sub Area
Danapur Cantt – 801503**

Part III – Standard Conditions of RFP

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

1. **Laws Governing the Contract.**

(a) This contract shall be governed by the laws of Government of India for time being in force.

(b) The marking of all stores supplied must comply with the requirement of the Indian Acts relating to trades and merchandise marks and of the rules made under such acts.

(c) **Jurisdiction of Courts.** The courts of the place from where the acceptance of the tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

(d) **Arbitration.** In the event of question, dispute or difference under this contract or interpretation of the terms of, or in connection with this contract (except as to any matters the decision of which is specially provided for in this contractor) the same shall be referred to the sole arbitration of the Director, Regional Centre ECHS Patna in cases pertaining to Department of Defence Production and Supplies. The Director, Regional Centre ECHS Patna in the cases pertaining to Department of Defence, hereinafter called the Commandant or of some other person appointed by him. Each of the parties hereby specifically waives his right any objection that the Arbitrator so appointed is a Government Servant. The award of the Arbitrator shall be final and binding on the parties to this contract. The parties also agree that:-

(i) If the Arbitrator be the Director, (aa) in the event of his being transferred or vacating his office by resignation Regional Centre ECHS Patna or otherwise, it shall be lawful for his successor in office either to produced with the reference himself or to appoint another person as Arbitrator or (bb) in the event of his unable to act ; unwilling to act; becoming incapable of acting for any reason or the award given by him having been set aside by a Court of Law it shall be lawful for him to appoint another person as Arbitrator.

(ii) If the Arbitrator be a person appointed by the Director, Regional Centre ECHS Patna in the event of his dying, neglecting or refusing to act, or resigning or being unable to become or incapable to act, for any reason or his award being set aside by the Court for any reason it shall be lawful for the Director, Regional Centre ECHS Patna to remove such Arbitrator and to terminate his mandate and either to proceed with the reference himself or to appoint another person as Arbitrator (in place of the outgoing Arbitrator). In every such case, it shall be lawful for the Director, Regional Centre ECHS Patna or the Arbitrator appointed in place of the outgoing Arbitrator, as the case may be to act on the record of the proceedings as then in the Arbitration, or to commence the proceedings as de- novo; as he may in his discretion decide.

(iii) Upon every and any such reference, the assessment of the cost incidental to the reference and award respectively shall be at the discretion of the Arbitrator.

(iv) Subject as aforesaid, the Arbitration and Conciliation Act, 1996 and the rules there under and any statutory provision thereof for the time being in force shall be deemed to apply to the Arbitration proceedings under this clause.

(v) Unless determined otherwise by the Arbitral Tribunal, the place of arbitration shall be the city where the contract is concluded. The Arbitral Tribunal may, however, meet at any place it considers appropriate for conducting any of the Arbitration proceedings.

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

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

5. **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.

6. **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.

7. **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.

8. **Method of Payment of LD.** The amount charged as liquidated damages shall be deducted by the customer from the amount due for payment to the vendor. If the amount of such LD exceeds the payments due to the vendor, the vendor shall within 30 (thirty) days make payment to the customer in full for final settlement of claims failing which the Bank Guarantee will be encashed to make good the amount exceeding the payments due to the vendor.

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 **Five weeks** after the scheduled date of delivery.]
- (b) The Seller is declared bankrupt or becomes insolvent.
- (c) The delivery of material is delayed due to causes of Force Majeure by more than **Five weeks** provided Force Majeure clause is included in contract.
- (d) The Buyer has noticed that the Seller has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
- (e) As per decision of the Arbitration Tribunal.

10. **Notices.** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.
11. **Transfer and Sub-letting.** The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.
12. **Patents and other Industrial Property Rights.** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.
13. **Amendments.** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.
14. **Taxes and Duties.**
- (a) **General.** 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.
- (b) If reimbursement of any Duty/Tax is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax will be entertained after the opening of tenders.
- (c) 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.
- (d) 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.
- (e) 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.

(f) **Excise Duty.**

(i) Where the excise duty is payable on ad valorem basis, the Bidder should submit along with the tender, the relevant form and the Manufacturer's price list showing the actual assessable value of the stores as approved by the Excise authorities.

(ii) Bidders should note that in case any refund of excise duty is granted to them by Excise authorities in respect of Stores supplied under the contract, they will pass on the credit to the Buyer immediately along with a certificate that the credit so passed on relates to the Excise Duty, originally paid for the stores supplied under the contract. In case of their failure to do so, within 10 days of the issue of the excise duty refund orders to them by the Excise Authorities the Buyer would be empowered to deduct a sum equivalent to the amount refunded by the Excise Authorities without any further reference to them from any of their outstanding bills against the contract or any other pending Government Contract and that no disputes on this account would be raised by them.

(iii) The Seller is also required to furnish to the Paying Authority the following certificates:

(aa) Certificate with each bill to the effect that no refund has been obtained in respect of the reimbursement of excise duty made to the Seller during three months immediately preceding the date of the claim covered by the relevant bill.

(ab) Certificate as to whether refunds have been obtained or applied for by them or not in the preceding financial year after the annual Audit of their accounts also indicating details of such refunds/applications, if any.

(ac) A certificate along with the final payment bills of the Seller to the effect whether or not they have any pending appeal/protest for refund or partial refund of excise duties already reimbursed to the Seller by the Government pending with the Excise authorities and if so, the nature, the amount involved, and the position of such appeals.

(ad) An undertaking to the effect that in case it is detected by the Government that any refund from Excise Authority was obtained by the Seller after obtaining reimbursement from the Paying Authority, and if the same is not immediately refunded by the Seller to the Paying Authority giving details and particulars of the transactions, Paying Authority will have full authority to recover such amounts from the Seller's outstanding bills against that particular contract or any other pending Government contracts and that no dispute on this account would be raised by the Seller.

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

(g) **Sales Tax / VAT.**

(a) 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.

(b) 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.

(h) Octroi Duty & Local Taxes.

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

2. In case where the Municipality or other local body insists upon payment of these duties or taxes the same should be paid by the Seller to avoid delay in supplies and possible demurrage charges. The receipt obtained for such payment should be forwarded to the Buyer without delay together with a copy of the relevant act or 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

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

1. **Performance Bank Guarantee.** The vendor will deposit a Performance Bank Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd, Axis Bank Ltd or HDFC Bank Ltd) for a sum equal to **10 % (ten percent)** of the contract value within 30 days of signing of this contract. Performance Bank Guarantee will be valid upto 60 days beyond the date of warranty.

2. **Option Clause.** The contract will have an Option Clause, wherein the Buyer can exercise an option to procure an additional 50% of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the Buyer to exercise this option or not.

3. **Repeat Order Clause.** The contract will have a Repeat Order Clause, wherein the Buyer can order upto 50% quantity of the items under the present contract within six months from the date of supply/successful completion of this contract, the cost, terms & conditions remaining the same. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of the Buyer to place the Repeat order or not.

4. **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 up to that limit without any change in the terms & conditions and prices quoted by the Seller. While awarding the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.

5. **Payment Terms.** The terms of payment are as given below :-

(a) The payment will be made as per the following terms on **quarterly basis** after the services have been rendered. It may be noted that the bills will be processed on the dates given below. The payment will subsequently be made by CDA, Patna.

Ser No	Quarter	Bill to be Processed by Buyer on #	Payment Date	
1.	01 Apr – 30 Jun	15 Jul	By CDA, Patna.	
2.	01 Jul – 30 Sep	15 Oct		
3.	01 Oct – 31 Dec	15 Jan		
4.	01 Jan – 31 Mar	15 Apr		

The bills will be processed on the dates mentioned subject to the condition that the Seller delivers the bill on the last day of the quarter. Failing that, the processing of bills will be delayed according to the date of delivery of bills.

(b) 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.

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

7. **Paying Authority.** All payments will be through CDA Patna as per payment terms at ser No 5 (a) & (b) above. The payment of bills will be made on submission of the following documents by the Seller to the Paying Authority along with the bill:-

- (a) Ink-signed copy of contingent bill.
- (b) Ink-signed copy of Commercial Invoice / Seller's Bill.
- (c) Copy of Supply Order/Contract with U.O. number and date of IFA's concurrence, where required.
- (d) Installation Certificate and Acceptance Certificate.
- (e) Copy of Performance Bank guarantee.
- (f) 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 supply order/contract).

8. **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 offer to sell stores of identical description to any persons/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 government 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 offer to sell such stores to any person/organisation including the Buyer 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. 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.

(c) The Seller 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/organisation 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 -”.

9. **Risk & Expense clause.**

(a) Should the stores or any installment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores or any installment thereof, the Buyer shall after granting the Seller 42 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

(b) Should the stores or any installment thereof not perform in accordance with the specifications / parameters provided by the SELLER during the check proof tests to be done in the BUYER's country, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.

(c) In case of a material breach that was not remedied within 45 days, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good:-

(i) Such default.

(ii) In the event of the contract being wholly determined the balance of the stores remaining to be delivered thereunder.

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

10. **Force Majeure clause.**

(a) Neither party shall bear responsibility for the complete or partial non- performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of 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.

11. **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 Maintenance Evaluation Trials. All technical literature and drawings shall be amended as the modifications by the Seller before supply to the Buyer. The Seller, in consultation with the Buyer, may carry out technical upgradation/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 alongwith necessary tools as a result of upgradation/alterations will be provided to the Buyer free of cost within (60) days of affecting such upgradation/alterations.

12. **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.

13. **Earliest Acceptable Year of Manufacture.** Quality/Life certificate will need to be enclosed with the Bill.

14. **Acceptance Testing.** After Installation, configuration, integration of 2Mbps Internet Leased Line Connection at the Regional Centre ECHS Patna, c/o HQ J&B Sub Area, Danapur Cantt - 801503, the system will be subjected to an Acceptance Testing procedure (ATP) by PICG to test individual components and successful integration of all components. The Vendor and Customer will work out the details of the procedure jointly. The specifications of the 2 Mbps ILL should be in conformity with the details provided by the vendor and as per the given specifications. The customer would issue an "**Acceptance Certificate**" on successful completion of Acceptance Testing. The date of issuing the acceptance certificate would be deemed to be the date on which the warranty commences.

15. **Free Warranty.** Vendor will provide **one year onsite comprehensive warranty**, commence from the date of issue of final acceptance certificate for the project. During warranty, the vendor will rectify/replace without any cost of any software/package, which becomes defective. Any snags in the software package will also be rectified at the location of the customer. During the warranty period all warranty benefits received by the Vendor from the OEMs, pertaining to third party will be passed on **in Toto** to the Customer. The Customer may invoke the bank guarantee in case vendor fail to ensure rectification of defects within two weeks of the defect being intimated to him. The duration for which software under warranty has been lying off road/non functional (while carrying out repair/replacement) will be added to the total warranty period.

16. **Conditions during Warranty.** The vendor should fulfill the following conditions during the warranty :-
- (a) The Seller warrants for a period up to the last date of the contract period that the Internet Leased Line service provided under the contract shall be free from all types of defects/failures. Onsite comprehensive warranty will be provided.
 - (b) If within the period of warranty, the service provided is reported by the Buyer to have failed to perform as per the specifications, the Seller shall rectify the same free of charge. 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 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.
 - (c) The seller will place a service engineer at the site for the duration of the warranty period. The Seller shall associate technical personnel of the maintenance agency and Quality Assurance Agency of the Buyer during warranty and shall also provide the details of complete defects, reasons and remedial actions for defects.
 - (d) Where the tenders are quoted for by resellers/channel partners on behalf of OEMs, proof in writing to the effect that a back-to-back arrangement/exercising of support pack options exists with the OEM for entire duration of warranty, shall be provided on placement of supply order. Failure to provide sufficient proof for the arrangements shall either result in non-processing of payments due to the vendor or cancellation of supply order.
 - (e) Any failure in the system or a subsystem thereof should be rectified within a **maximum period of 24 hours of lodging a complaint.**
 - (f) If the system is down beyond 24 hours, penalty at the rate of **250/- (Rupees Two Hundred fifty only) per day** will be charged or recovered out of the Bank Guarantee. In case of any system/sub system being down **for more than seven working days**, user has the option to get it repaired from any suitable agency at the risk and cost of seller, which will be deducted from the Bank Guarantee due to seller.
 - (g) The system failing at subsystem level **three times within a period of three months or displaying chronic faulty behavior** or manufacturing defects or quality control problems will be totally replaced by the seller at **his risk and cost within 30 days of being intimated.**
17. **Reliability Guarantee.** You would maintain a 24-hour response time on all working days once any fault is intimated. If the user discovers an error in the accepted software that prevents the user from performing in accordance with the documentation provided by the vendor, the user shall notify the error. You would provide to PICG analysis of the error as well as carry out sample runs for the affected modules. You would also provide an updated version (after bug fixing) of the program, which would correct the error. Method for distribution of this patch shall be decided by PICG. In case required the updated program would be delivered in the same form and quantity as the original versions and shall be accompanied by relevant addendum to previously submitted documentation, both hard copies as well as on line. Detailed procedure would be submitted with a tool to enable Users to update patch supplied by you. You will provide routine bug status report on a monthly basis. Responsibility to maintain complete log of error/ bug reporting and down time will be yours and would be audited by PICG.
18. **Uptime.** Vendors will guarantee to provide 99.9% uptime for during warranty. In case of failure to maintain 99.9% uptime, the proportionate loss to the Government will be made good by vendor as described in Para 8 of Part III above. Alternatively, warranty may be extended by the duration for which you have been unable to provide specified uptime. The discretion to exercise either of these option lies with Regional Centre ECHS Patna. Details of uptime shall be submitted by you, at least one month prior to expiry of warranty. You will also maintain a record of down time based on calls for service made on you and quarterly report shall be submitted by you. If option to extend warranty period is exercised, Bank Guarantee would be accordingly extended by you to cover warranty period.

19. **Proprietary Rights.** The source code of the software which is an **Intellectual Proprietary Rights (IPR)** article of the Indian Army will be made available to the vendor for customization as per CMM requirement. The vendor will be required to give an undertaking that the proposed customization of any commercial software would in no manner be a violation of **Intellectual Proprietary Rights (IPR)** of any commercial organization/vendor and that the Army would not be responsible towards any legal fallout at a later stage as a result of your in relation to other vendors. The customized software developed would become a proprietary item of Ministry of Defense, Government of India. Indian Army will hold the IPR for the customized software including the source code, which will be delivered in totality before the beginning of ATP at the end of each phase.

20. **Confidentiality of the Project.** You will ensure confidentiality of the project and will not disclose any information gained by you or your representatives or agents, while interacting with the persons of the Army or any documents prepared in connection with the project or any documents received by you or any study carried out by you, directly or indirectly to any person or company or institution or press. All persons of your company or persons authorized by your company who are associated with this project will sign the certificate of confidentiality given in '**Appendix 'D'**' and countersigned by an authorized signatory of your company with the Company seal duly affixed. The certificate of confidentiality will be handed over to the PICG prior to commencement of the project. Under no circumstances any documents, files or any other material related to the Project shall be given to unauthorized persons. After the completion of Project your Organizational head would sign a certificate to this effect. Retrenchment / resignation / transfer of any team member / other person of your company associated with this Project shall be communicated to PICG in writing well before the person has left along with action taken to replace that person.

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 Buyer 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 Para 2 below.
 - (d) 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 entailed 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 Custom 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 is levied later on, will not be accepted unless in such cases it is clearly stated by the 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 as well.

(e) In import cases, all the foreign quotes will be brought to a common denomination in INR by adopting the exchange rate as BC selling rate of the State Bank of India on the date of the opening of Price Bids.

(f) 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.

(g) The Lowest Acceptable Bid will be considered further for placement of Contract /Supply Order after complete clarification and price negotiations as decided by the buyer. The Buyer will have the right to award contracts to different Bidders for being lowest in particular items. The Buyer also reserves the right to do Apportionment of Quantity, if it is so convinced that Lowest Bidder is not in a position to supply the full quantity in stipulated time.

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	Description	A/U	Qty	Amount (in Rs) incl all Taxea
(a)	2 MBPS Internet Leased Line Connectivity for one year			
(b)	Cost of required hardware (details of items should be enclosed separately by the vendors)			
(c)	Installation & Setup Charges			
Total Cost				
Total Rupees (in words).....				

Note:-

- (a) The total cost indicated above shall be final landed cost inclusive of all taxes, excise/custom duties, levies etc. The prices include one year onsite comprehensive warranty.
- (b) **L1 will be decided on total cost of the project.**
- (c) **It is mandatory to enclose a list of required hardware with make/model separately by the vendors. Offer received without the same will be rejected outright.**

(UK Yadav)
Colonel
Director

TERMS AND CONDITIONS FOR PROCUREMENT AND INSTALLATION OF 2 MBPS INTERNET LEASED LINE CONNECTION AT REGIONAL CENTRE ECHS PATNA, DANAPUR CANTT

1. **Validity.** Prices are valid upto _____ (**Fill date**) (Min 120 days)
2. **Payment Terms.** The terms of payment are as given below :-

(a) The payment will be made as per the following terms on **quarterly basis** after the services have been rendered. It may be noted that the bills will be processed on the dates given below. The payment will subsequently be made by CDA, Patna.

Ser No	Quarter	Bill to be Processed by Buyer on #	Payment Date
1.	01 Apr – 30 Jun	15 Jul	By CDA,
2.	01 Jul – 30 Sep	15 Oct	
3.	01 Oct – 31 Dec	15 Jan	
4.	01 Jan – 31 Mar	15 Apr	

The bills will be processed on the dates mentioned subject to the condition that the Seller delivers the bill on the last day of the quarter. Failing that, the processing of bills will be delayed according to the date of delivery of bills.

- (b) 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/NEFT mechanism instead of payment through cheques.
3. **Performance Clause.** The vendor shall furnish a performance **Bank Guarantee** equal to 10 % (ten percent) of the total value of the contract **within thirty days** of the receipt of supply order. In case of non-adherence to the delivery schedule as given in **Para 4 of Part-II** of the tender for all deliverables of the items/systems liquidated damages as given in **Para 7 & 8** of part-III tender and Para 5 and 6 below will be deducted from this amount. Bank guarantee will be valid till expiry of the warranty of the last stage.
4. **Delivery Period.** Installation, configuration, integration and acceptance testing at Regional Centre ECHS Patna, c/o HQ J&B Sub Area, Danapur Cantt-801503 shall be completed within **Five weeks** from the effective date of contract. Please note that Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.
5. **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.

Company Seal (Authorised Signatory of Company)

Place : _____

Date : _____

Contd....

6. **Method of Payment of LD.** The amount charged as liquidated damages shall be deducted by the customer from the amount due for payment to the vendor. If the amount of such LD exceeds the payments due to the vendor, the vendor shall within 30 (thirty) days make payment to the customer in full for final settlement of claims failing which the Bank Guarantee will be encashed to make good the amount exceeding the payments due to the vendor.
7. All prices are landed cost, inclusive of all taxes, levies freight etc.
8. All other terms and conditions including the laws governing the contract as per Para 1 of part-III of the tender enquiry are accepted by the company.

Company Seal

Place : _____

Date : _____

(Authorised Signatory of Company)

Appx 'B' to the TE No
1103/OMB/Internet
dt Feb 15)

CERTIFICATE TO BE FURNISHED BY THE VENDOR

1. The system once installed will be subjected to an acceptance testing procedure to test individual components. The details of the procedure will be worked out jointly between the vendor and the Customer before the finalisation of the contract. The specifications of the items/systems/equipment will be in conformity with the details provided by the user and as per given specifications. The customer will issue an acceptance certificate on **successful** completion of acceptance testing. **The date of issuing the acceptance certificate at Regional Centre ECHS Patna would be deemed to be date on which the warranty will commence.**
2. We shall provide onsite comprehensive warranty of **one year for the system being supplied.**
3. We guarantee to provide AMC and spares/up gradations and consumables on payment for a period of at least one year from the date of expiry of warranty.
4. We guarantee to provide 99.9% uptime for the systems during warranty and subsequent AMC.
5. We confirm that we abide by the delivery schedule as laid out in **Para 4 of Appendix 'A'** and elsewhere in the tender enquiry.
6. We agree to deposit a bank guarantee equal to ten percent (10 %) of the total cost of items/systems within thirty days of receipt of supply order. **The Bank Guarantee will be valid for two months beyond the date of expiry of warranty period.**
7. We agree to the payment of liquidated damages as given in **Para 5 & 6 of Appendix A.**
8. We certify that any cost incurred on additional items/systems/components/accessories required would be borne by us.

Company Seal Company

(Authorised Signatory of Company)

Place : _____
Date : _____

Appx 'C' to the TE No
1103/OMB/Internet
dt Feb 15)

CERTIFICATE

We certify that we have a support team of _____ technicians/software Engineers
_____ at _____. The details of the individual are attached along
with their qualification, experience and appointments.

Tele No : _____

Contact Person : _____

Company Seal Authorised Signatory of Company

Place : _____

Date : _____

CONFIDENTIALITY CERTIFICATE

It is certified that the Company or any representative of the Company or agents authorised by the will not disclose any information gained by them or their representatives or agents, while interacting with the persons of the Regional Centre ECHS Patna at 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

(Authorised Signatory of Company)

Place : _____

Date : _____